



COLLECTIVE AGREEMENT

between

JAZZ AVIATION LP

and

CANADIAN FLIGHT ATTENDANT UNION/
SYNDICAT DES AGENTS DE BORD DU CANADA
(CFAU/SABC)

Effective July 1st, 2015 - December 31st, 2025

All provisions of the Canada Labour Code shall apply.

No Strike or Lockout until December 31st, 2025

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FOR COLLECTIVE AGREEMENT No 3 BETWEEN

JAZZ AVIATION LP (the "Company")

and the

FLIGHT ATTENDANTS

in the service of JAZZ AVIATION LP

as represented by the

CANADIAN FLIGHT ATTENDANT UNION ("CFAU")

TERMS FOR THE MEMORANDUM OF SETTLEMENT

WHEREAS: The parties have reached an agreement on terms to amend Collective Agreement No 2;

ANDWHEREAS: The parties wish to provide for stability in their relationship for the next 10 years, until December 31, 2025;

ANDWHEREAS: The Company's ability to operate under multiple Air Operating Certificates ("AOC") to reflect an amended business and operational model consistent with the evolving Capacity Purchase Agreement ("CPA") relationship between Air Canada and the Company is a benefit to both Parties;

ANDWHEREAS: The parties shall meet as soon as possible to produce and finalize the language to amend Collective Agreement No 2;

NOW THEREFORE, the Parties hereby agree:

1. In the event the CFAU Membership ratifies the Memorandum of Settlement ("MOS") dated August 27, 2015, Collective Agreement No 2 shall continue as modified for the term of the Collective Agreement.
2. Upon Ratification, this MOS constitutes an agreement under s. 79 of the Canada Labour Code respecting the renewal, revision and/or entering into a Collective Agreement.
3. For the purpose of this MOS, the term Collective Agreement shall include all Collective Agreements contemplated in the MOS.
4. This document will form the basis of a settlement to facilitate the Company's ability to operate under multiple Air Operating Certificates ("AOC") to reflect an amended business

and operational model consistent with the Capacity Purchase Agreements ("CPA's") in place between Air Canada and the Company.

5. Collective Agreement: Terms: July 01, 2015- December 31, 2025
6. All provisions of the Canada Labour Code shall apply however there shall be no Strike or Lockout prior to December 31st, 2025.
7. Article 2 amendment - The Company recognizes the CFAU as the bargaining agent for Jazz Aviation LP "Jazz" and its Chorus affiliate Jive Aviation LP "Jive". The current collective agreement #2 terms and conditions will remain in force except for those noted amendments and additions contained in this document.
8. Affiliate means any entity that controls the Company or is controlled by the Company whether directly or indirectly through the control of other entities.
9. Classic Airline: A division of Chorus Aviation operating only Dash-8-100 and Dash -8-300 aircraft which has a separate Capacity Purchase Agreement and may have an operating certificate separate from Jazz Aviation and shall be flown only by Flight Attendants under this Collective Agreement utilizing Flight Attendants on the Jazz Flight Attendants System Seniority List. The Union's bargaining rights and Collective Agreement with Jazz apply equally and in all respects to Classic Airline.

***** NOTE ** JAZZ AGREES TO IMPLEMENT THE SAME LANGUAGE AND IT'S INTERPRETATION THAT WILL EVENTUALLY BE AGREED UPON BETWEEN ALPA AND JAZZ IN REGARDS TO SCOPE.***

10. For the operation of two AOC's – Jazz commits that Flight Attendants on the Jazz Flight Attendant System Seniority List (FASSL) will have the infrastructure (training) to enable the current working conditions of the Jazz flight attendants whereby flight attendants can bid each aircraft type on a day to day basis.
11. The Company commits to the following with respect to aircraft type training:
 - a. Current aircraft (DH8 – 100/300, Q400 & CRJ/CRA): all Flight Attendants in bases where aircraft type is used in pairing construction as per current Company practice.
 - b. New operations/new aircraft :
 - i. The Company commits to ensure that all Flight Attendants at the base where the new aircraft will be used in pairing construction will receive training on the equipment. The Union agrees that this training can be phased in as aircraft are brought on line, however training of all Flight Attendants at an affected base must be completed within 1 year of the introduction of a new aircraft type. The Union agrees that one training day's credits associated with the introduction of the new aircraft type will be outside the blocking window. Applicable day(s) will not be scheduled outside the blocking window in months where the Flight Attendant is scheduled for annual training.

- ii. Where the company is adding 25 Flight Attendants or less worth of flying in a base's pairing construction (for charter or other flying outside of the Air Canada CPA's purposes only), the parties agree to meet and discuss new prospects including aircraft type training; with a focus on efficiency and practicality. In instances where there is work for 26 or more Flight Attendants, the Company will be obligated to train as per i. above.
- 12. Article 1.03 Amendment – It is mutually agreed that this agreement is made and entered into by and between Jazz Aviation LP and the Canadian Flight Attendant Union in good faith and that the language entered into and bargained between the parties has been negotiated for the purpose of establishing working rules and regulations that apply equally to the Employer, Union and its Membership. Any known and deliberate violation of this agreement will be considered a breach of the principles of this preamble and is contrary to the mutual interest of Collective Bargaining and will be addressed in accordance with Article 25.
- 13. Article 2.03 Amendment- Each new Flight Attendant when hired will be informed by the Company that they are to sign an Authorization Card permitting the Company to deduct from their earnings Union initiation fees, Union dues, fines, assessments and other statutory deductions as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made.
 - c. Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the applicable labour relations act.
- 14. Signing Bonus \$3.5 million to be distributed by the company in accordance with CFAU direction.
- 15. Article 4- Pay will be amended as per Appendix 1- Pay.
- 16. Benefits and pension contained in the collective agreement will be amended as per Appendix 2.
- 17. Article 5 and any other applicable section shall be amended in accordance with Appendix 3.
- 18. The parties agree to the demographic shift plan in accordance with Appendices 4, 5, 6 & 7.
- 19. All allowances shall increase by 2% effective July 1st, 2015 and each succeeding year.
- 20. 7.01 (LAYOVER EXPENSES) shall increase by 2% effective July 1st, 2015 and each succeeding year.
- 21. The Parties agree that the service life of the roller bag in Article 22 (UNIFORMS) shall be increased to thirty six (36) months with the purchase of TBD Rolling Bag. If the model/type is no longer available then the service life of the roller bags shall return to twenty four (24) months unless a roller bag of equal value can be mutually selected. Purser bag on wheels as well.

22. Parka specific for flight attendants- to be sourced. The useful life of the parka will be determined by dividing the total cost of the parka to a maximum of \$500 by 80. The uniform deduction for the parka will be divided over the useful life of the parka. E.g new parka $\$500/80 = 6.25$ years of useful life. Flight attendant will pay $\$500/6.25 \text{ years} = \80 per year.

If the cost of the parka exceeds \$500, this excess amount will be paid for by the flight attendant and not form part of this calculation.

23. The Company will remove the restriction of the uniform allotment pieces and return to past practice.
24. Crew missing luggage replacements: Pilot language – Will agree to pilot words with Pilot application (which is the same as the Flight Attendant process today).
25. HOTEL COMMITTEE LANGUAGE as per pilot collective agreement.

a. CREW REST FACILITIES

- i. The Company shall provide adequate Crew Room and Crew Lounge facilities at all permanent Company crew Bases. The Company shall consult with the CFAU Hotel committee on issues related to these facilities.
- ii. A Flight Attendant away from their Base while on flight duty, Deadheading, training or other authorized Company business shall be provided with single room accommodation at Company expense in accordance with the provisions of this Collective Agreement.
- iii. The Company shall give the CFAU Hotel Committee ninety (90) Calendar Days notice prior to the expiration date of every hotel contract.
- iv. Prior to establishing, or changing hotel accommodations at layover points, the Company and the Union shall conduct inspections of prospective properties. Where practicable, layover points shall have at least one (1) alternate hotel designated.
- v. Hotel site inspections shall be completed by a CFAU Hotel committee member and a Company representative. CFAU Hotel committee members shall be provided flight release or COB days and transportation subject to the needs of the service. A hotel inspection checklist shall be completed by the CFAU Hotel committee member and submitted to the Company upon completion of the inspection. The Company shall select primary and alternate accommodations from properties which have received an acceptable standard utilizing the hotel inspection checklist. This checklist shall be mutually agreed to between the Company and the Union.

- vi. The use of either Short or Long Layover Hotels shall be determined by mutual agreement between the Company and the Union taking into account scheduling, local factors and transportation. Depending on the foregoing factors, cost may not be the sole factor in determining hotel selection.
 - vii. Note: If a Flight Attendant was scheduled for a Long Layover Hotel and due to operational delays, the Rest Period is reduced to less than twelve (12) hours the Flight Attendant may be required to layover at the Short Layover Hotel.
 - viii. The Company shall provide an accommodation and transportation complaint form available through the Company website. Copies of each complaint and their resolutions shall be sent to the CFAU Hotel committee. When any significant substantiated deterioration of accommodation is reported to the Company, the Company shall, within seven (7) Calendar Days, investigate the complaint and take the appropriate action to remedy the situation.
26. Article 17.02 to be amended on 6th to 9th Anniversary years 6% to 8% and 10th and over Anniversary years 10%.
 27. Clean Slate on all grievances (any personal grievances where the language of the contract has been changed resulting in a change in practice going forward, the Company agrees to settle the personal grievances in the Union's favour) CFAU to forward all grievances which apply with the applicable ask so Company can scope this.
 28. Flight Attendant hiring - Special Assignment (initial interview only)
 29. Union joint committee per-diems
 30. Union Flight Release increase to 450 credits/month.
 31. The Company will institute a process for credit carry-in for Union Officers for union days.
 32. Crew rest seats must be adjacent to one another.
 33. 4:30 pay for completion of pre-course workbook conditional on 12.5 hour pre-planned training day and understanding that Jazz will agree to this however, additional work will be placed in the workbook (up to 9 hours on average). There is a high potential that this will replace a classroom training day. This clause will take effect (credit and training alterations) for the 2016 annual training program.
 34. Protection of seniority bidding re: Navtech enhancement: Company will investigate the logic in Navtech and Company will address individual grievances on a case by case basis. Where it is determined that during the unstacking process, a flight attendants schedule is not awarded in accordance with their preferential bid, as it relates to junior flight attendant schedules, the company agrees to rectify the protest as soon as possible but no later than the first day of the affected operating month in order to ensure no harm to the affected Flight Attendant(s).

In the event that the Company deems layoffs will be required and has shown the Union evidence of same, it is agreed between the Union and the Company that all offers of voluntary leave of absence are addressed prior to reduced blocks being offered. If there are not sufficient leaves of absences to mitigate the layoffs, reduced blocks will be offered. Reduced Blocks in lieu of layoff are strictly on a voluntary basis by the employee.

12.01 Reduced Blocks in Lieu of Lay-off

.01 When Reduced blocks are offered they will be established and constructed as follows:

- (a) The Company will determine the number of reduced blocks that may be built in any bid period per base.
- (b) Reduced blocks will be constructed to have a credit level between forty (40) and fifty (50) credits per month. Blocks will be built within a five (5) credit window around the specified blocking average.
- (c) Requests for reduced blocks will be awarded in accordance with the monthly bid package.
- (d) Flight Attendants holding a reduced block will be treated as a full block holder or reserve block holder in all respects as outlined in the Collective Agreement.
- (e) A reduced block holder will not receive the minimum monthly pay guarantee of seventy-five (75) credits. Their published credit will be used as their minimum monthly guarantee.
- (f) Flight Attendants holding a reduced block may only volunteer for overtime one day per month.

.02 When it is determined that there will be a reduction in the total system positions, the Company will issue a bulletin to all Flight Attendants advising them of the requirement for reductions. Prior to any layoffs, all surplus Flight Attendants will be first dealt with through attrition, voluntary severance options, leave of absence programs, and any other mitigation programs as may be agreed to between the parties. Possible mitigation vehicles could include, but are not limited to:

- (a) Reduce maximum monthly scheduled block system-wide,
- (b) Job sharing (individual reduced blocks),
- (c) Leaves,
- (d) Wet leases,
- (e) Early retirement incentives,
- (f) Vacation purchase, or
- (g) Government assistance programs (i.e. E.I. supplement).

35. In cases where it is believed that a Flight Attendant has knowingly violated the scheduling rules, credits and hours of service of Article 5 of the Collective Agreement either individually or complicit with the employer's knowledge, the Union and Company will convene to determine culpability and the appropriate penalty for the Flight Attendant up to and including being restricted from picking up open shifts, trading shifts, or dropping shifts from Flica. They will make a determination for the appropriate remedy when the employer is directly involved in said violation. Any issue that is unable to be resolved will be referred to the ADR process.
36. The company agrees that all active letters of understanding covered by the current collective agreement will be incorporated in the new Collective Agreement. In addition the company further agrees that all Arbitration and ADR awards that directed the company to change its practice or process, that have not been altered by this bargaining process that took effect over the life of the current collective agreement will be incorporated into this collective agreement prior to printing.
37. The company agrees that the above process timeframe will not exceed 9 months, and that a new published and printed Collective agreement will be available within 12 months of an agreement being reached. The company further agrees to meet a minimum of 5 consecutive business days each month in order to expedite this process at company cost.

APPENDIX 1

Rates of Pay

Green Circled / Current Flight Attendants

1. All Flight Attendants hired prior to ratification, shall be Green Circled for all purposes of the current collective agreement unless otherwise provided for in this document
 - a. Pay (See Below Green Circled Pay Table)
 - b. Pay progression 2% effective July 1, 2015, and 2% every July 1 thereafter.
 - c. Benefits / Pension as per current CA except as modified herein

Green Circled - Pre-ratification Wage Rates		
YOS	IC 1-Jul-15	FA 1-Jul-15
0	\$ 30.80	\$ 28.13
1	\$ 31.37	\$ 28.69
2	\$ 31.93	\$ 29.25
3	\$ 33.05	\$ 30.38
4	\$ 34.17	\$ 31.51
5	\$ 35.29	\$ 32.63
6	\$ 36.41	\$ 33.75
7	\$ 37.54	\$ 34.88
8	\$ 38.66	\$ 36.00
9	\$ 39.78	\$ 37.13
10	\$ 42.46	\$ 38.25
11	\$ 45.14	\$ 39.59
12	\$ 47.82	\$ 41.31
13	\$ 50.49	\$ 44.75

2. Pay Structure for Flight Attendant hired post ratification
 - a. 2% wage increase per year starting July 1, 2016.
 - b. Benefits and pension allowances attached.
 - c. See Below Pay Table (7 year cap).

New Hire - Post-ratification Wage Rates			
YOS	IC 1-Jul-15	FA 1-Jul-15	
0-6 months	\$ 23.04	\$ 22.50	
7-12 months	\$ 23.53	\$ 23.00	
1	\$ 24.51	\$ 24.00	
2	\$ 25.49	\$ 25.00	
3	\$ 26.47	\$ 26.00	
4	\$ 27.45	\$ 27.00	
5	\$ 30.20	\$ 27.58	
6	\$ 30.75	\$ 28.13	30% CAP
7	\$ 31.30	\$ 28.68	
8	\$ 32.40	\$ 29.78	
9	\$ 33.50	\$ 30.89	
10	\$ 34.60	\$ 31.99	
11	\$ 35.70	\$ 33.09	
12	\$ 36.80	\$ 34.20	
13	\$ 37.90	\$ 35.30	
14	\$ 39.00	\$ 36.40	
15	\$ 41.63	\$ 37.50	
16	\$ 44.25	\$ 38.81	
17	\$ 46.88	\$ 40.50	
18	\$ 49.50	\$ 43.87	

3. The Minimum Wage across the system will be based on a minimum 2:1 credit ratio. Union and Company agree to a letter of clarification capturing the above concept to be on file for the duration of the Collective Agreement.
4. Wage rates will be paid to Flight Attendants as determined by the ratio of 70/30; (capped at the 7 year rate). The ratio of flight attendants on the new pay scale as opposed to the old pay scale progression system shall at no time exceed 30% of the total flight attendant membership on the Flight Attendant System Seniority list (excluding laid off flight attendants). Flight Attendants who progress from the 30% ratio to the 70% ratio will no longer be subject to a salary or pension cap for the duration of their employment. The ratio of 70/30 must be confirmed, validated and adjusted on a quarterly basis and documentation provided to the Union. The company will address situations of retroactive pay for progression during periods where there are more than 25 Flight Attendants being added to the Seniority List.
5. If subjected to the 7 year cap, once that flight attendant is above the 30%, they will then immediately progress to the appropriate pay scale based on their years of service.

APPENDIX 2

Pension & Benefit adjustments

1. Pension as noted below with Employee/Employer match

Jazz Flight Attendant Pension

Year	Post Ratification Employees for capped new hires	7/1/2015 Pre-Ratification Employees and NON- capped new hires	7/1/2020 Pre-Ratification Employees and NON- capped new hires
1	2%	4%	4%
2	3%	4.5%	4.5%
3	4%	5%	5%
4	4.5%	5.5%	5.5%
5	5%	6%	6%
6	5.5%	6%	6%
7	6%	6%	6%
8		6%	6%
9		6%	6%
10		6%	6%
11		6%	6%
12		6%	7%
13		6%	7%
14		7%	8%

2. YOS progression occurs on a Flight Attendant's anniversary date.

APPENDIX 2

3. Article 34.02 - Pension Plan (amendment)

- (a) Effective July 1st, 2015, the Company will contribute the applicable percentage of gross earnings as per the chart below to the Company Defined Contribution Pension Plan. TA
- (b) Flight Attendants will be required to contribute a minimum of two (2%) percent of their earnings into the pension plan. Each consecutive year on July 1st will require an increase of one (1.0%) percent contribution by the Flight Attendant until such time as they reach the Company contribution level. Flight Attendants will have the option of contributing additional voluntary pension payments up to the maximum allowable under Canada Revenue Agency Act. TA
- (c) In addition, Flight Attendants may continue to contribute to an RRSP if they so choose on a payroll deduction basis provided that they do not exceed the allowable contribution level as defined by the Canada Revenue Agency Act.

4. Retiree individual plan benefits, the Company will supply the union options for coverage post retirement. Employees will be provided with an optional individual benefit package for post-retirement that will be 100% paid by the employee.

5. GROUP BENEFITS DIVISION 78

- a) Dental implants to be included under major restorative coverage
- b) Pressure hosiery group benefit entitlements to increase to maximum of 2 units or \$300.00 annually.
- c) \$200.00 increase to optical coverage
- d) 2% increase to benefit allowances per year
- e) If the company does not agree to the 70/30 split for Benefits then the Company and the Union agree to submit the current Health and Welfare Benefit plan to tender in an independent Jazz RFP process within a 12 month period post ratification.

6. STD/LTD

- a) STD age 67 maximum.

APPENDIX 3

Productivity Enhancements

2. Article 5.28.03 (OPEN FLYING), language will be adjusted to add flexibility to, drop, pick-up, trade with open pairings from company open time such that the monthly credit level is not less than SEVENTY-FIVE (75) credits or up to a maximum of one hundred twenty (120) credits. Drops are not intended to be used to obtain time off for calendar events that are common to all flight attendants without Crew Scheduling approval. Dates common to the group shall include statutory holidays and the corresponding weekend, the last 10 days of December, mothers/father's day, Valentine's Day and Halloween.
 - (a) Drops must be submitted for processing no later than 72 hours prior to the effective date of the drop. Drops are guaranteed as long as not requested on day(s) referenced above.
 - (b) Any drop requested within 72 hours of the departure time, crew scheduling will have the discretion to action the drop.
 - (c) Preference deadline to submit request to pick up/swap from open would be by 1500hrs. Award time would be by 1600hrs. (requires change to CA grid on Page 33)

Note: Jazz and the Union agree to a process review of the above within 6 months and 12 months of implementation to evaluate behaviour and operational risks.

3. All credits over 85 credits will be at overtime rate of pay.
4. Company will agree that same day pairing for a same day pairing or a CDO for a CDO trade on the same day will be approved regardless of the calendar day.
5. Flight Attendants who pick up from Alternate Trip Coverage will not be denied the right to Article 5.28.03.
6. In cases where a flight attendant is awarded a block with a credit value of 75 hrs, they will be permitted to reduce their schedule by a maximum of 2 hrs when utilizing 1. above.
7. In the application of Article 5.28 (ALTERNATE TRIP COVERAGE) a three (3) month rotational average of seventy (70) credits will be the threshold applied to Flight Attendants who drop flying for the purposes of fulfilling the obligations of article 5.28 "note" that will be amended to say. The Company and the Union recognize that a flight attendants ability to trade shifts with other flight attendants is acceptable but is not intended to allow flight attendants to be absent from the workplace for extended periods of time.
8. The Company agrees to publish a list of pairings that are placed in open due to a sick book off once daily.
9. Book back on from sick 3a &b. Note: Change has to happen to the Chart times in Article 5.28.06 to ensure that the sick pairing is available for the open time bidding window.

APPENDIX 3

10. In cases where a Flight Attendant fails to book back on before 14:00 the day prior to the commencement of their pairing, they shall relinquish their pairing.
 - (a) At time of book on, Flight Attendants may choose to replace their sick pairing with another pairing from 'open' flying prior to accepting reassignment. The pairing chosen by the Flight Attendant can operate outside their original reassignment parameters. They will be permitted to do so provided they are legal in all respects.
 - (b) Where a Flight Attendant, as a result of a book off due to illness, subsequently books back on and fails to pick up open flying, they will be subject to reassignment as follows:
 - (i) Such reassignment will be limited to the calendar days they would have operated had they not booked off.
 - (ii) Flight Attendants shall receive credit for the greater of the original pairing or the reassigned duty.
 - (iii) In cases where a Flight Attendant has no sick time, and there is no 'open' pairing or reassignment duty, they will be required to sit reserve for the hours of their original pairing in order to protect their guaranteed monthly block hours.
11. Article 5.29 (IN-CHARGE DESIGNATION) will be changed to reflect that if both the IC and FA positions are called in to replace the originally scheduled Flight Attendants, the IC position will be automatically awarded on the basis of seniority. The more senior Flight Attendant will be given the option to work either IC or FA position.
12. Max number of worked/scheduled continuous duties in a row will be 3. Flight Attendants may volunteer/waive to do more. Scheduled continuous duties cannot consist of more than 3 sectors during the duty period if the Duty day is greater than twelve (12) hours.
13. Article 5.03.01(f) (REST PERIOD) will be adjusted to reflect that Flight Attendants will be provided hotels at home base during IRROPs in accordance with the pilot practice. If originally scheduled for an overnight the Flight Attendant will receive the applicable per-diem. In such circumstance the Flight Attendant rest period will be reduced to a minimum of eleven (11) hours (mid pairing only). 8-36.05 G note 1 and 2 of the pilot CA.
14. There will be no limit on the number of partial trades Flight Attendants may request during the 26th /27th and the 14/15th of each month's two day submission period. The Company and the Union agree to review the possibility of increasing the number of times per month that partial trades may be actioned.
15. Flying that falls into Open Time during the monthly schedule build will no longer be built into partial blocks for Flight Attendants.
16. Flight Attendant overtime bank maximum will be increased to forty (40) credits. Flight Attendants will only be permitted to take their time bank in conjunction with their vacation bid as per Article 5.15.08 if there are open vacation slots available in the month.

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- (a) If no slots are available, the Flight Attendant may still take the time as credit carry-in with the approval of Crew Planning.
- (b) In cases where a Flight Attendant actions their time bank as per Article 5.15.07 the credits may be applied as carry-in credits to reduce the Flight Attendant's monthly credit hours.
- (c) The Company must advise Flight Attendants of time bank availability.
- (d) Article 5.15 Overtime Bank needs to be amended to reflect the change from 20 credits to 40 credits.
- (e) Flight Attendants will have the option once annually or whenever their bank is full, to place their time bank credits into the Company Pension Plan or TFSA.

17. Navtech will be programed to incorporate not operating two pairings in the same calendar day (calendar day for this purpose will end at 24:00). This will be an option the Flight Attendants may waive. This is in accordance with 5.02.12.

18. Reserve/Reassignment and Scheduling Rules:

- a) Article 5.23.02 will be amended to the following: A flight Attendant shall be available for call out from the start of the reserve period until the moment that the Flight Attendant is released from duty. This will not exceed twenty-four (24) hours including unassigned time. A mobile device is considered an acceptable method of communication. Note: The Company agrees that this is conceptual and therefore the language in article in 5.23 Reserve will need to be amended to ensure no conflict to this concept.
 - I. The Company agrees that reserve flight attendants will continue to have the ability to drop reserve shifts provided they do not create a lone reserve period more than once a month. Notwithstanding the above crew scheduling will not unreasonably withhold the ability for a flight attendant to drop an additional day(s) down to a single day reserve.
 - II. Once a Reserve Flight Attendant is assigned a pairing from 'Open Sick Time' it shall belong to them for the duration of the pairing.
- b) To ensure reserve efficiency, the company and the union agree that flight attendants bidding a reserve schedule will be restricted from pattern bidding one day on / one day off when bidding their monthly line. This does not restrict the awarding of single reserve day(s) during the month in order to fulfill reserve requirements or to complete a flight attendant's reserve line.
- c) Reserve assigned last in order of filling open flying. i.e. WDO offered prior to RSV

- d) Clarification- this would be used on an 'as needed' basis. In cases where the number of pairings needing to be covered exceeds the available reserve, as per 'best fit', the Company will offer the pairings as WDO to those Flight Attendants

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signed up on the WDO tracker. I.e: there are 3 pairings in open with only 2 reserve available with the required number of days- the pairings are offered to WDO and the WDO FA chooses the pairing. The remaining 2 pairings are then offered to Reserve in order of seniority. In cases where there are no Flight Attendants interested in accepting the pairing as WDO, the Company then has the ability to offer the entire pairing to Reserve even if they do not have the required number of reserve days to cover the pairing.

FOR CLARITY Open pairings are assigned in the following order in cases where the pairing has not been covered by trades with open or reassignment:

(1) Given to reserve in order of seniority to those with the exact number of reserve days matching the pairing (in cases where the Company deems it necessary to preserve their Reserve availability, they may at their discretion, offer available pairings as WDO. In this case, the available pairings must be offered to those signed up on the WDO tracker for choice of pairing. The remaining pairings are then assigned to reserve in seniority order)

(2) In cases where the available pairings are not assigned as per #1 above, the Company may offer the available pairing(s) to reserve Flight Attendants without the sufficient number of reserve days in which to cover the pairing. It is understood that the extra days worked will be part of their maximum 4 WDOs for the month.

19. High Blocking, 5.18.04 a pool of max 20 credits per base with ability to utilize two of these 20 credits in December. Overtime will be paid to all credits worked over 85 credits at all times (excluding Trade Board pickup credits).
- i. No more than 5 credits to be used in any base in any month
 - ii. No more than 2 credits to be used in any base in December

In the months that any of the pool of 20 credits are used, there will be no training planned outside the window.

20. Additional Reserve items.

5.23 RESERVE Note: 5.23.01 and 5.23.10 have been removed

02. A Flight Attendant shall be available for call out from the start of the reserve period until the moment that the Flight Attendant is released from duty. This will not exceed twenty-four (24) hours including unassigned time. A mobile device is considered an acceptable method of communication. A Reserve Flight Attendant will not be scheduled to work more than fourteen (14) hours as per Article 5.02.

03. For pairing building purposes, a duty period shall not be scheduled in excess of 13:30 hours during Crew Planning pairing construction. Crew Scheduling on a day "of" basis is permitted to build a duty period to a maximum of 14 hours if there is a deadhead leg to start and/or finish the pairing. This expansion to a 14 hour maximum duty day can

only take place after the assignment of open is completed to regular blockholders.

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04. A Flight Attendant's reserve call out period shall be 00:00-23:59.

05. Reserve duty starts at 00:00 of a Reserve Flight Attendant's first scheduled reserve day for which they are available.

06. Between the hours of 23:01 and 0800 Crew Scheduling will not contact a Flight Attendant more than three (3) hours prior to flight departure or Airport Reserve duty, unless otherwise requested or self-notified.

07. Crew scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign their duty. In the event contractual crew rest time is interrupted crew rest shall commence again. However, Crew Scheduling may contact a Flight Attendant up to two (2) hours prior to check-in to advise them of a delayed or cancelled departure.

08. A reserve Flight Attendant is responsible to ensure that they are available for call out by Crew Scheduling at any time during their reserve duty period. A Flight Attendant on Reserve who has not been awarded an assignment will, upon request, be granted a six (6) hour release for personal reasons subject to operational requirements. These requests for release will not be unreasonably withheld.

a) Crew scheduling shall telephone the primary contact number provided to them by the Flight Attendant at least twice, with not less than fifteen (15) minute intervals between calls provided the flight(s) to be assigned are not within the two (2) hour call out period.

b) If this Flight Attendant is not contacted and where the flight(s) to be assigned is within the two (2) hour call out period Crew Scheduling will deem them temporarily Unavailable on Reserve (UOR) and move on to the next available Flight Attendant.

c) In cases where the originally contacted Flight Attendant calls back within fifteen (15) minutes of the initial second call out they will not be considered UOR and shall be placed back on reserve.

d) In any event where Flight Attendants are assigned work and where said assignment is changed or cancelled within fifteen (15) minutes of assignment there shall be no credit guarantee. Notification of flying changes or cancellation after 15 minutes will result in credits being guaranteed.

09. A Flight Attendant on reserve shall be given not less than two (2) hours notice to report for a scheduled check-in time. This provision shall in no way deter a Flight Attendant from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner and they are able to report sooner. No Flight Attendant shall be subject to discipline if they are not able to report in less than two (2) hours from receipt of notice.

10. When a Flight Attendant on reserve is assigned to a flight or any other duty, they shall be so advised by phone or self-notified via Crew Trac Web, and they will be

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released from standing reserve and therefore are not obligated to be contactable until check-in time. Crew scheduling may contact the reserve holder to assign further duty subject to the maximum duty day.

11. A reserve Flight Attendant shall contact Crew Scheduling by 1800 hours base local time on the day prior to duty to check available flying and state their preferences. If their preferred flying is not available, the Flight Attendant can indicate that they want to be designated as "call first" for the next day. If a reserve Flight Attendant has not done the above, it is assumed that all available flying has been refused and they will be designated as "call last". Pairings that are available for bidding (identified by the appropriate base code) in open time will be assigned in order of seniority by base to those flight attendants who called in requesting the pairing(s). Crew Scheduling will assign all known reserve flying by 2030 base local time.

12. A Reserve Flight Attendant shall automatically be off upon completion of an assigned multi-day pairing. Notwithstanding the above, as a last resort to prevent the cancellation of a flight, a multi-day pairing may be extended. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.

13. Reserve Flight Attendants must contact Crew Scheduling upon completion of single day assignments and may have further flights assigned up to the maximum duty as per Article 5.02.06.

15. It is the Flight Attendant's responsibility to contact Crew Scheduling after completion of the original awarded assignment to see if further duty is required and the Flight Attendant can be subject to further assignment to the maximum duty day as per .13 above.

16. A reserve block holder who reports for a flight that subsequently does not operate or who performs any other duty and is otherwise released shall not be subject to further reserve duty until after the appropriate rest period.

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17. If more than one (1) Flight Attendant has the required number of reserve days available to cover the pairing and is assigned the same reserve duty period(s), the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period.

Flight Attendant	1st	2nd	3rd	4th
Senior #1	R	R	R	
Senior #2	R	R		
Senior #3		R	R	R
Senior #4	R	R	R	R

Example #1 Two day pairing 1st - 2nd - #2 will be assigned the pairing

Example #2 Three day pairing 1st - 3rd - #1 will be assigned the pairing

Example #3 Four day pairing 1st - 4th - #4 must be assigned the pairing

18. When a reserve block holder is assigned duty at least a day in advance, they shall be so advised and shall be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.

19. A reserve Flight Attendant will not be required to sit reserve away from home base without a home base check-in and check-out time.

20. A reserve block holder, assigned to a single day pairing may be held at the airport for a further assignment, but at no time shall they be held at the airport for more than two (2) hours without assignment to a flight. The Flight Attendant may be assigned to a flight(s) which departs during or after the two (2) hour period however, if no assignment is made they shall be released for crew rest until the next duty day. The duty period for pay and limitation purposes shall end at release time.

21. On the fourth consecutive day away from home base, the reserve Flight Attendant shall not be assigned until the next calendar day after the appropriate crew rest at home base has been completed.

22. Crew rest may be reduced to ten (10) hours at home base to allow for the assignment of

continuous duties. The assignment of consecutive continuous duties must take place at the time

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of check-out or before.

23. The Company agrees when a reserve Flight Attendant reaches eighty-five (85) credits, they shall be released of all duties until the commencement of their next month (excluding WDO's, and Open Flying). Such release shall be in accordance with the provisions of Article 5.25.03. At no time will a Reserve Flight Attendant exceed ninety (90) credits hours from their originally assigned reserve block.

24. It shall be the responsibility of Crew Scheduling to ensure the credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis. Crew Scheduling is obligated to ensure that Reserve Flight Attendants are released from duty once they have reached the limits as indicated in .23 above.

25. In the event that a reserve Flight Attendant has been assigned to do the single duty period, they will not be assigned to an overnight pairing unless all remaining reserve coverage has been assigned. They will be permitted three (3) hours to obtain overnight items. Notwithstanding the above, in order to prevent the cancellation or delay of a flight beyond thirty (30) minutes the reserve Flight Attendant may be assigned to an overnight. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.

26. A Reserve Flight Attendant cannot be assigned to work more than 3 continuous duties in a row without their consent.

27 A Reserve Flight Attendant cannot be scheduled to work more than one (1) pairing in a calendar day. This requirement does not apply to back to back continuous duties, or for duty that finishes between midnight and 0159.

28 In situations where there are pairings needed to be covered without sufficient reserve flight attendants with the "best fit" number of reserve days available to cover the pairing, the flight attendants with the closest number of reserve days to the pairing length will be required to be used to cover the pairing. In this case the pairings will be awarded in order of seniority regardless of the number of reserve days on the flight attendants schedule. (concept language)

29 Reserve Flight Attendants will be guaranteed 13 days off in a blocking month free of all duty. Article 5.19.01 (c) will be amended to reflect this change.

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21. Operational Blowout - Maximum six (6) instances system wide per year the Company can declare an operational blowout (20 cancellations in a base will be considered an operational blowout). When declared, the rules below may be used in any base affected by the blowout. I.e. Weather system affecting YYZ and YUL will be considered one instance.
22. The company must immediately notify the Union (President and Applicable Base Chair) prior to the implementation of an Operational Blow out.
23. Preamble: In order to protect the coverage of flights in times of severe IRROPs, Flight Attendant reassignment rules can be amended as follows:
- (a) The amended rules apply only to flights directly affected by the severe IRROPs event.
 - (b) Flight Attendants shall be subject to reassignment up to 2 hours past scheduled departure time.
 - (c) Flight Attendants may be subject to reassignment more than once per duty period.
 - (d) Flight Attendants can be assigned the day prior on REA. If not assigned, stay subject to REA the next day, subject to the original REA period, however the FA may waive this at their discretion.
 - (e) Must be contactable during REA period.
 - (f) REA and RSV assignment delayed to following am.
 - (g) 2 hour call out time required to check-in.
 - (h) An operational blowout event cannot exceed 2 calendar days.
24. Bank Adjustments (Sick/Vacation/Overtime)
- a) Option to take vacation or stat as "credit in" for the month vs blocking days (VAC/STAT time counts towards over 85 calc. for OT) Notification of the FA's choice to have days as a 'credit in' will occur during the monthly open vacation process and during the annual vacation build. Flight attendants may elect to have vacation previously planned to be converted to a 'credit in'. The vacation period may be taken as part carry in credit and part time that is on the schedule with the understanding that the time that remains on their line will be not less the 4 calendar days in order to be able to bid up to 3 GDOs. Flight Attendants who are awarded vacation time during December 24-31 do not have the option to take advantage of this ability. (The company and the Union will commit to reviewing with Navtech the ability to bid credit carry-in's in Navtech)
 - b) Sick time not included in overtime calc. for OT
 - c) Sick time reduced to 45 credits. The company will place 45 credits in each Flight Attendant Sick Bank each year on January 1, (or upon completion of Line Indoc for new hires (pro-rated to remainder of months in the year hired). Flight Attendants sick bank will increase to a maximum of 160 credits. SCF Remains at 20 credits
 - d) VAU eliminated except where required by law (not contractually required today).
25. Training Adjustments

a) PT trainer positions will be awarded a duration of 2.5 with a possible extension to a maximum of 5 years. This extension will be with union agreement. Such agreement will not be unreasonably withheld.

i. Where a Trainer is due for renewal, and where the union has cause for concern, the company will jointly review trainer assessments.

ii. Company considers part time trainers to be out of scope while performing part time trainer role. Company commits to confirming in writing the working conditions applicable to part time trainer positions as per the requirement of the current collective agreement.

b) Max training day on 'day of' to 14 hours for operational necessity. ie: aircraft availability.

26. The Company will apply the current Flight Ops practice of banking deadheads for non-commuters who are commuting to their domicile to Flight Attendants. (Subject to Air Canada's continued approval of the policy).

27. In cases where a pairing contains a layover spanning an entire calendar day, this day shall be considered a duty cycle even if no flying is assigned in order to ensure compliance of Article 5.18.06. The trip credits as per Article 5.05 (e) continue to apply. Pairings containing 24 hrs free from duty will continue to have all the days of the pairing taken into consideration when being awarded a max of 6 days in a row (unless waived by the Flight Attendant). ie. 4 day pairing containing one day free from duty can only be followed by a single or two day pairing in order to ensure that the 6 day maximum is not violated.

28. Job Protection – cap of hours to 120 hours: inclusive of all flying from all sources/ Reserve cap at 90 hours (no further duty assigned when you reach 85) from Company assignment but can pick up flying to 120 hours (open/WDO).

Credits- 120 Maximum Monthly Allowable Credits:

a. Flight Attendants may accumulate a monthly maximum credit level of 120 credit hours.

b. The monthly maximum of 120 credits shall include credits from all sources. ie: awarded Block credits, NBG, WDO credit hours, credits accumulated from Open flying and credits accrued as a result of Alternate Trip Coverage (pick up from another Flight Attendant)

c. Crew Scheduling is required to maintain up to date calculations of each Flight Attendant's monthly credit hours and must remove a Flight Attendant from any flying that causes them to exceed the monthly maximum of 120 credits.

d. Flight Attendants are restricted from adding flying to their monthly schedule that would cause them to exceed the monthly cap of 120 credit hours.

e. The only instances that are acceptable for a Flight Attendant to exceed the maximum 120 credits for the month is as a result of Natural Block Growth incurred on the last pairing worked by the Flight Attendant or as a result of

irregular operations resulting in the Flight Attendant being forced into an unscheduled overnight.

- f. The Company is required to provide the Union, by the 5th of each month, the credit levels worked by all Flight Attendants the previous month.
- g. In cases where a Flight Attendant has exceeded the monthly credit cap, the Company will provide the Union with an explanation.

29. No more free AMU (All AMUs receive 3 hour pay credit premium)

30. Company will agree that only the last day of the month will be blocked for bidding, however if the changes to your schedule conflict with the following months schedule, there will be no adjustment.

31. Flight Attendants cannot hold their pairing to be given to a certain Flight Attendant. The pairing is awarded to first come/first serve.

32. Offer incentive for night premium between silent hours: Any CD with five (5) or less hours, scheduled or actual, on the ground will receive a night premium of \$50.00. Must actually operate.

33. Max number of WDOs is 4 (3rd and 4th are at 2X)

34. Natural Block Growth Protection: Flight Attendants will receive NBG when they have traded shifts provided that they maintain the credit value of their originally awarded schedule

APPENDIX 4

Part-Time Flight Attendant

- (a) Credit window of 40-50 credits
- (b) Overtime will be paid above 50 credits (excluding trades between Flight Attendants TTA)
- (c) Max Credits permitted to be worked per month, inclusive of all hours, is 68 credits
- (d) Limit by base to max 20% of base number.
- (e) Flight Attendants cannot withdraw from their Part Time Block prior to the awarded end date except by mutual agreement of the Company and the Union following written request from the Flight Attendant.
- (f) Allowances (dry cleaning, shoe, uniform, sick time, vacation, stats), will be prorated by 50% and proportionately according to the number of months part time, Flight Attendants will be required to pay 75% of their benefit premiums.
- (g) FA's participating in a Part Time Block earn full service credit towards VSP YOS.
- (h) Max number of WDOs each month would be 1 duty period
- (i) Flight Attendants holding a Part Time Block will be restricted from dropping their shifts in order to further reduce their monthly hours. (cannot go below 40 hours)
- (j) The total number of Part Time positions will be bid on and awarded prior to the start of the annual Vacation bidding process. The company and the Union will discuss implementation of the Part time positions in the fall 2015. The Union and the Company agree to review any exceptional circumstances outside of the vacation bidding process.
- (k) Requests for Part Time blocks will be awarded for a period of 4 months, 6 months or 1 calendar year period at a time by seniority. These part time blocks will be subject to operational requirements.
- (l) Flight Attendants holding a Part Time block will be treated as a regular block holder or reserve block holder in all respects as outlined in Article 5 Work Rules unless otherwise stipulated in this Article.
- (m) Flight Attendants holding Part Time blocks would be restricted from picking up more than 10 hours from open or Flica.
- (n) Flight Attendants holding a Part Time block will be counted in the calculation of the percentage cap on new wage grid.
- (o) Part Time Blocks are awarded in order of seniority on a rotational basis to make it available to others. (can only take it again if no one else requests one)
- (p) In cases where the Company has declared layoffs, the Company is required to offer 'Reduced blocks in Lieu of Layoff' with no compromising of benefits as per Article 12 of the Collective Agreement.
- (q) Participation in the 'Part Time Block' program will be strictly on a voluntary basis.
- (r) All Articles of the collective agreement apply to those on Part Time blocks unless altered above.

APPENDIX 5

Retirement Transition Plan (RTP)

- a) Credit window of 40-50 credits.
- b) Anyone at top of pay scale eligible.
- c) No limit by base (start date subject to crew planning approval).
- d) Maximum length 3 years with automatic transition to VSP
- e) Irrevocable once awarded
- f) All benefits, Reduction to be determined by a proration of hours worked as a % of full time (group insurance 75/25 on reduced benefit plan)
- g) Allowances (Shoe, Dry Cleaning, Uniform), etc. in half
- h) All per-diems paid in full
- i) FA's participating in RTP earn full service credit towards Voluntary Severance Plan (VSP) YOS
- j) Limit of 1 WDO per month (WDO is one duty period)
- k) Limit of 10 Credits picked up from 'open'.
- l) Overtime will be paid above 50 credits (excluding trades between Flight Attendants TTA)
- m) Not permitted to reduce schedule below 40 credit hours.
- n) Flight Attendants holding a reserve block will be treated as a full block holder or reserve block holder in all respects as outlined in Article 5 Work Rules and other articles of the Collective Agreement shall also apply unless otherwise amended in this article.
- o) Each Flight Attendant holding a RTP will be counted in the calculation of the percentage (70/30) cap on the new wage grid.
- p) Will be awarded in order of seniority.
- q) VSP will be awarded as per (h) in the Voluntary Severance Plan below
- r) Maximum monthly hours shall not exceed 68 credit hours.
- s) Flight Attendants who accept the RTP on or before **November 1, 2015** with an exit date on or before **November 1, 2018**, as per their seniority preference will be entitled to the VSP program as per section 3, 2015 VSP program document.

Vacation issue needs to be discussed with Company as per 6 in Part Time Blocks and (f) in RTP program to determine how accrued vacation due to additional hours worked will be addressed.

APPENDIX 6

Voluntary Severance Plan (VSP)

The company must provide the list of all Flight Attendants who apply and are either awarded or denied a VSP, Part Time Block, or RTP in the month they are approved or denied.

Flight Attendant Voluntary Severance Program Proposal

August 26, 2015

Section 1- Eligibility

Jazz Flight Attendants at the top of the Jazz pay scale as of the date they are exiting the company based on the following criteria:

- a) Permanent, active Flight Attendants;
- b) Flight Attendants currently on an approved leave, including maternity and childcare leave and have indicated their intention to return to work.
- c) Flight Attendants currently on approved leave (including STD/LTD/WCB) and have a scheduled return to work date which coincides with the closure of their claim.

Section 2 – Program details

- a) Applications for the Program will be granted in seniority order.
- b) Once a Program application has been received and approved by the Company, it is considered as final and cannot be rescinded by the Flight Attendant.
- c) Exit dates for participants may be staggered due to operational requirements at your particular base and in accordance with the below. Flight Attendants who are approaching a milestone, or who have other legitimate circumstances, may be looked at independently outside of the time frame above to determine best exit date. Flight Attendants may specify a preferred separation date but, ultimately, Jazz will determine final separation dates in accordance with operational requirements.
- d) Minimum 25 VSP's will be granted each year.
- e) Severance calculation will be based on 85 credits monthly at In-charge rate.

Section 3 - Payment Methodology:

2015 Program

- (a) Flight attendants who apply for the 2015 Program will be granted a severance equal to three (3) weeks pay per year of service, paid over a period equal to their number of weeks' severance. This will be paid in semi-monthly payments, less statutory deductions

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- (b) commencing on the first regular pay period following date of separation, as a lump sum, or transfer to retiring allowance as per CRA Termination Retirement Allotment.
- (c) Additionally, participants in the 2015 program will have the entire balance of their sick bank paid out upon exit.
- (d) The combined maximum payout in (a) and (b) above will not exceed \$100,000.
- (e) There is no limit to the number of applications that can be received and approved for the 2015 Program.
- (f) Program applications will be accepted until **November 1, 2015**. 50 VSP exit dates will be granted effective **December 1, 2015**. The remainder of the applicants must exit by **May 31, 2016**. Exits will be determined in seniority order. If the uptake on the 2015 program is greater than anticipated, exits will be granted in 2016 taking into account operational requirements.

2016 Program

- (a) Flight attendants who apply for the 2016 Program will be granted a severance equal to three (3) weeks' pay per year of service, to a maximum of 75 weeks' severance, paid over a period equal to their number of weeks' severance. This will be paid in semi-monthly payments, less statutory deductions commencing on the first regular pay period following date of separation as a lump sum, or transfer to retiring allowance as per CRA Termination Retirement Allotment.
- (b) Additionally, participants in the 2016 program will have one half (1/2) of the balance of their sick bank paid out upon exit.
- (c) There is no limit to the number of applications that can be received and approved for the 2016 Program.
- (d) Program applications will be accepted until September 1, 2016. 50 VSP exit dates will be granted between October 1, 2016 and December 31, 2016. The remainder of the applicants must exit by May 31, 2017. Exits will be determined in seniority order. If the uptake on the 2016 program is greater than anticipated, exits will be granted in 2017 taking into account operational requirements.

2017-2025 Program

- (a) Flight attendants who apply for the 2017 Program will be granted a severance equal to two (2) weeks' pay per year of service, to a maximum of 52 weeks' severance, paid over a period equal to their number of weeks' severance. This will be paid in semi-monthly payments, less statutory deductions commencing on the first regular pay period following date of separation as a lump sum, or transfer to retiring allowance as per CRA Termination Retirement Allotment.

- (b) There is no limit to the number of applications that can be received and approved for the 2017-2025 Program.
- (c) Program applications will be accepted until September 1 of the applicable year. 50 VSP exit dates will be granted between October 1 and December 31 each year. The

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remainder of the applicants must exit by May 31 the following year. Exits will be determined seniority order. If the uptake on the program is greater than anticipated, exits will be granted taking into account operational requirements.

Additional Information

- a) In any of the above, program participants may elect to have a lump sum payment of severance.
- b) Contributions to the Pension Plan will cease on your separation date. Sun Life will send you an option package approximately 6 to 8 weeks following your last day worked.
- c) Note: All Program award payments shall be subject to all applicable statutory tax withholdings.

All other VSP details which have been released in the past will be maintained. Additional program details to follow.

Section 4 –Employee Travel Program-Inflight

Applicable for FA's Hired Prior to April 1, 2002 –
Effective for 2015/2016 VSP Programs

- a) Non- Milestone Travel Program 2015/2016

Subject to confirmation from Air Canada.

- 2 passes per year of service to max 40
- No expiry on allotment
- Priority is one priority lower then active priority (I.e. C2 will now be C3)

APPENDIX 7

CFAU Performance Incentive Plan (CPIP)

Definitions:

“Adjusted Jazz and Classic Airline Operating Income” is the GAAP Operating Income from the Jazz and Classic Airline operations under the CPAs, and from Jazz and Classic Airline ancillary ad hoc charter flights and ground handling operations excluding the impact of (i) any annual or long term incentives expense amounts; (ii) employee stock based expenses; (iii) severance; (iv) significant changes to GAAP that affect the comparability of the Adjusted Jazz and Classic Airline Operating Income before and after such change; and (v) a Jazz Affiliate (as defined in the CPAs) leasing aircraft into Jazz and/or Classic Airline for operations under the CPAs to the extent the lease amount is not fully recovered in revenue from Air Canada. For clarity, Ensemble expenses remain as part of Adjusted Jazz and Classic Airline Operating Income.

Plan Outline:

1. The performance incentive plan for flight attendants is designed to provide incentive to CFAU to:
 - a. Increase the size and scope of the Jazz and Classic Airlines divisions; and
 - b. Maintain cost performance of the Jazz and Classic Airline divisions, along with other ancillary revenues.
2. The maximum payout of the performance incentive program shall not exceed 8% of total Jazz and Classic Airline flight attendant salaries and wages, excluding overtime premiums.
3. The median Adjusted Jazz and Classic Airline Operating Income for the past four (4) calendar years 2011 to 2014 shall be set as the target for Adjusted Jazz and Classic Airline Operating Income in the CFAU Performance Incentive Plan for the calendar years 2015 to 2020. Thereafter, for the calendar years 2021 to 2025, the Adjusted Jazz and Classic Airline Operating Income target from 2021 to 2025 will be reduced by 45%.

4. The annual performance incentive shall be product of (i) the actual dollar amount exceeding the target Adjusted Jazz and Classic Operating Income amounts set in section 3 above; and (ii) the Incentive Level Percentage shown below:

CFAU Performance Incentive Plan (CPIP)		
Target Exceedance (Millions CAD\$)		Incentive Level Percentage
From	To	
\$ -	\$ 2,000,000	1.45%
\$ 2,000,001	\$ 4,000,000	2.18%
\$ 4,000,001	\$ 6,000,000	2.90%
\$ 6,000,001	\$ 8,000,000	3.63%
\$ 8,000,001	\$ 10,000,000	4.36%
\$ 10,000,001	\$ 12,000,000	4.36%
\$ 12,000,001	\$ 14,000,000	4.36%
\$ 14,000,001	\$ 16,000,000	4.36%
\$ 16,000,001	\$ 18,000,000	4.36%
\$ 18,000,001	\$ 20,000,000	4.36%
\$ 20,000,001	+	4.36%

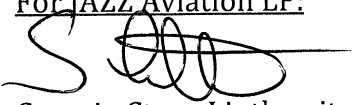
5. The following table illustrates the annual performance incentive amount calculation based on sections 1 through 4 above (all amounts are CAD\$):

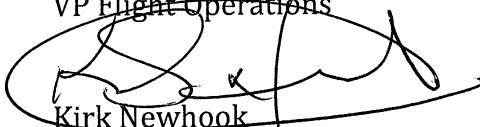
A	B	C
Actual Exceedance Amount	Incentive Level	Incentive Value Equals A*B
\$ 2,000,000	1.45%	\$ 29,000
\$ 4,000,000	2.18%	\$ 87,200
\$ 6,000,000	2.90%	\$ 174,000
\$ 8,000,000	3.63%	\$ 290,400
\$ 10,000,000	4.36%	\$ 436,000
\$ 12,000,000	4.36%	\$ 523,200
\$ 14,000,000	4.36%	\$ 610,400
\$ 16,000,000	4.36%	\$ 697,600
\$ 18,000,000	4.36%	\$ 784,800
\$ 20,000,000	4.36%	\$ 872,000

6. Jazz will retain its independent auditor to perform required audit procedures related to the Adjusted Jazz and Classic Airline Operating Income Calculation detailed above.
7. All information disclosed to CFAU under this process shall be subject to a non-disclosure agreement.

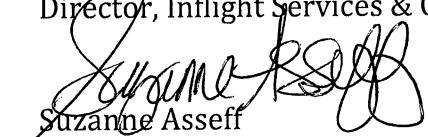
Signed this 27th day of August 2015 in Toronto, Ontario.

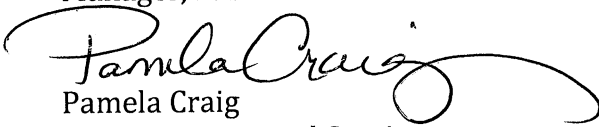
For JAZZ Aviation LP:


Captain Steve Linthwaite
VP Flight Operations


Kirk Newhook
Director, Labour Relations



Rhonda Bishop
Director, Inflight Services & Onboard Products

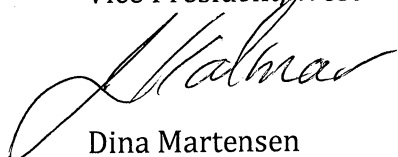

Suzanne Asseff
Manager, Labour Relations


Pamela Craig
Manager, Financial Services

For Canadian Flight Attendant Union:


Trevor Beattie
President


Jennifer Kalmar
Vice President, West


Dina Martensen
Vice President, East


Colleen Austin
Base Chair YVR

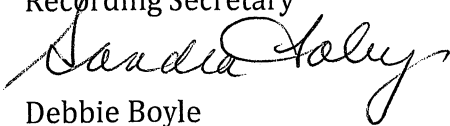

C. Austin
Dan Cabrera
Base Chair YYC 


Paul Pabello
Base Chair, YYZ

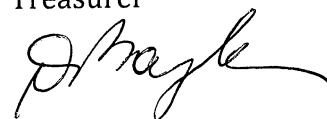

Dora Taillefer
Base Chair, YUL

Kathy Reid
Base Chair, YHZ

Sandra Foley
Recording Secretary


Debbie Boyle
Treasurer





ARTICLE 1 - PREAMBLE

- 1.01 This Agreement is made and entered into by and between Jazz Aviation LP, herein referred to as "The Company" and the Canadian Flight Attendant Union hereinafter referred to as "The Union".
- 1.02 The purpose of the Agreement is to promote the mutual interests of the Company and the Flight Attendants by providing services which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of the operation, the maintenance of a high degree of quality of cabin services, the continuation of employment, and to establish between the Company and the Union orderly collective bargaining for conditions of reasonable hours, compensation and working conditions. It is recognized, by this Agreement, that it is the duty of the Company and of the Flight Attendants to co-operate fully, both individually and collectively in all ways stated for the purpose of mutual benefit.
- 1.03 It is mutually agreed that this Collective Agreement is made and entered into by and between Jazz Aviation LP and the Canadian Flight Attendant Union in good faith and that the language entered into and bargained between the parties has been negotiated for the purpose of establishing rules and regulations that apply equally to the Company, Union and its Membership. Any known and deliberate violation of this Agreement will be considered a breach of the principles of this preamble and is contrary to the mutual interest of Collective Bargaining and will be addressed in accordance with Article 25 Grievance Procedure.

ARTICLE 2 - UNION RECOGNITION AND PROTECTION

- 2.01 The Company recognised the Union as the sole Collective Bargaining Agent for Jazz Aviation LP “Jazz” and its Chorus affiliate Jive Aviation LP “Jive” and the Flight Attendants covered by this Agreement in accordance with the jurisdiction of the Canada Industrial Relations Board certification. Properly accredited Officers of the Union shall be recognized by the Company.

Note: Jazz agrees to implement the same language and its interpretation that will eventually be agreed upon between ALPA and Jazz in regards to scope.

- 2.02 For the operation of two (2) Air Operating Certificates, Jazz commits that Flight Attendants on the Jazz Flight Attendant System Seniority List (FASSL) will have the infrastructure (training) to enable them to work on all aircraft as per the practice in the previous Collective Agreement prior to the current one.

- 2.03 The Company commits to the following with respect to aircraft type training:

- 2.03.01 Current aircraft (Dash-8-100/300, Q400 & CRJ/CRA): all Flight Attendants in bases where the aircraft type is used in pairing construction will receive training on the equipment as per current practice.

2.04 **NEW OPERATIONS/NEW AIRCRAFT:**

- 2.04.1 The Company commits to ensure that all Flight Attendants at the base where the new aircraft will be used in pairing construction will receive training on the equipment.

- 2.04.02 The Union agrees that this training can be phased in as aircraft are brought on line; however, training of all Flight Attendants at an affected base must be completed within one (1) year of the introduction of a new aircraft type.

- 2.04.03 The Union agrees that one (1) training day's credits associated with the introduction of the new aircraft type may be outside the blocking window. Applicable day(s) will not be scheduled outside the blocking window in months where the Flight Attendant is scheduled for annual training.

- 2.04.04 Where the Company is adding twenty-five (25) Flight Attendants or less worth of flying in a base's pairing construction (for charter or other flying outside of the Air Canada Capacity Purchase Agreement's (CPA) purposes only), the Company and the Union agree to meet and discuss new prospects including aircraft type training; with a focus on efficiency and practicality. In instances where there is work for twenty-six (26) or more Flight Attendants, the Company will be obligated to train as per 2.04.01 above.

- 2.05 There shall be no discrimination against any Flight Attendant because of that Flight Attendant's membership in the Union.

- 2.06 Each new Flight Attendant when hired will be informed by the Company that they are to sign an Authorization Card permitting the Company to deduct from their earnings Union initiation fees, Union dues, fines, assessments and other statutory deductions as indicated on the monthly check-off list as provided by the Union to the Company.

The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made.

- 2.06.01 Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the applicable Labour Relations Act.
- 2.07 Flight Attendants shall become and remain members of the Union within fourteen (14) days of date of hire. Any Flight Attendant failing to do so will be released from service.
- 2.08 The Company will provide a glass enclosed "Flight Attendant" bulletin board at each crew base adequate to meet the needs of the Union for Union use. These boards will be for Union notices only, and the keys will be in the possession of the Union and a designated Company representative. Should the Company remove any postings from the Union Bulletin board, the Union must be notified immediately. All Union notices are to be dated and signed by an official of the Union.
- 2.09 An Officer of the Union shall be given up to four (4) hours to address new Flight Attendants for the purpose of acquainting the new Flight Attendants on the benefits and duties of Union Membership. The Union will have the right to sign up new members at this meeting.
- 2.10 All Flight Attendant positions and all flying performed by or on behalf of a subsidiary shall be occupied and performed by Flight Attendants on the Flight Attendant System Seniority List.
 - 2.10.01 The Company hereby expressly agrees that it shall not contract out any Bargaining Unit work covered by this Agreement. All Flight Attendant positions and all flying which originates from and/or returns to Canada performed by or on behalf of the Company under current Operating Certificate operating from and/or returning to Canada, shall be occupied and performed by the Flight Attendants covered under this Agreement in accordance with the terms and conditions of this Agreement and/or any other extended Agreements entered into between the Union and the Company.
 - 2.10.02 Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, ferry, charter, publicity flights and all flying of the Company's or its subsidiary's aircraft.
 - 2.10.03 In the application of this clause it will not apply in the event of:
 - (a) An act of God, a National War Emergency, the grounding of any or all of the Company's aircraft for reasons beyond the Company's control, a revocation of the Company's Operating Certificate(s), which has a substantial impact upon the employment requirements of the Company, or a total cessation of the Company's flying operation for any reason; or
 - (b) Chartering of aircraft to perform flights on an ad hoc basis due to temporary unavailability of Company aircraft; however, the Union requires notice of all such ad hoc chartering of aircraft;
 - (c) The Company entering into a commercial arrangement for the flying of aircraft under separate Operating Certificate(s) or on its current Operating Certificate when

such operations are conducted from bases outside of Canada. The Company agrees to meet and discuss with the Union any opportunity that falls within the scope of this provision;

- (d) Wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances covered in Article 2.07.01.01;
- (e) The Company may enter into wet leases or charters under other circumstances provided such wet leasing or chartering does not result in layoff or reduction in Base, Status or Equipment of Jazz Flight Attendants.

- 2.11 The Company will not permit any person not covered by this Agreement to perform any tasks or duties which belong to the Bargaining Unit as provided by the Agreement unless specifically provided herein.
- 2.12 It is agreed that management personnel shall be permitted to perform bargaining work only as provided below:
 - 2.13.01 Under emergency conditions, to ensure that a flight can operate in accordance with federal regulations;
 - 2.13.02 To assist in miscellaneous cabin duties at the request of an operating Flight Attendant;
 - 2.13.03 If in the course of providing in-flight instruction to Flight Attendants being upgraded or qualified, a supervisor should demonstrate a proper technique, it will not be considered as a violation of this Collective Agreement;
 - 2.13.04 For the purpose of maintaining proficiency levels and/or qualifying a manager/supervisor on any aircraft type, and service testing and quality control of in-flight services;
 - 2.13.04 Flight Attendant duties may be performed on only one (1) pairing per month;
 - 2.13.05 The Flight Attendant being displaced will receive twenty-four (24) hours notice of such displacement;
 - 2.13.06 Displacement will be offered in order of seniority and may be refused at the Flight Attendant's option;
 - 2.13.07 A displaced Flight Attendant shall be credited with all scheduled block hours and shall not suffer any monetary loss including allowances excluding per diems;
 - 2.13.08 No report shall be filed and no disciplinary action taken by the non-Bargaining Unit employee as a result of and while performing Bargaining Unit work;
 - 2.13.09 All flight time hours operated by management shall be documented and made available to the Union on a monthly basis.
- 2.14 The Company shall not be permitted to make a written or verbal agreement with any Flight Attendant which conflicts with the terms of this Agreement without the written agreement of the Union.

2.15 In the performance of their normal and cabin personnel duties, Union Officials and representatives shall not be subject to more severe discipline than other employees in the Bargaining Unit.

2.16 CHANGE OF OWNERSHIP / MERGER

2.16.01 In the event that the Company changes ownership, merges with another Company or changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the Canada Industrial Relations Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board.

2.16.02 The Company and the Union further agree to enter into discussions relative to the protection of Flight Attendant seniority and other conditions of the Agreement. In the matter of seniority, it is understood that Flight Attendants employed by the Company will be merged with any other Flight Attendant work force with their date of hire with the Company as their established seniority date. Failing settlement, Part V - Industrial Relations of the Canada Labour Code will apply.

2.17 ORDERS IN WRITING

2.17.01 All orders to Flight Attendants involving, a change in base, stations, layoffs, recalls, promotions, demotions, suspensions, yearly vacation award and leaves of absence shall be stated in writing with a copy to the Union. Flight Attendants shall be given as much advance notice as possible.

2.17.02 No Flight Attendant or group of Flight Attendants may represent the Union on Union business at meetings with the Company, without proper authorization of the Union.

2.17.03 The Union shall notify the Company, in writing, of the names and positions of its accredited representatives, revised when and as appropriate. The Company shall inform the Union, in writing, of the supervisory and management personnel with whom the accredited representatives and the Union representatives shall deal, revised when and as appropriate.

2.18 INFORMATION FOR THE UNION

2.18.01 The Company shall provide the Union with the following information within thirty (30) days of the previous month unless instructed otherwise by the Union:

- (a) Names, addresses and phone numbers of all Flight Attendants;
- (b) Published bid package by base;
- (c) Flight time for all supervisory and management personnel;
- (d) Changes in list of Statements of Preference;
- (e) Published Flight Attendant schedules including reasons report;
- (f) Copy of annual vacation awards by base;
- (g) Flight Attendant over projections per base per month;
- (h) Monthly report of Flight Attendant status re: Leave of Absence and Sick Leave (Short and Long Term Disability) included with the bid package;
- (i) Overtime for each Flight Attendant, per base;
- (j) Base vacancies when available;
- (k) Special assignment awards when assigned;
- (l) In-flight job postings;
- (m) Minutes of joint Company/Union meetings that are the responsibility of the Company to produce;
- (n) List of all Flight Attendants assigned to modified duties per base, and description of their assignment;

- (o) Updated Union time bank;
- (p) Bulletins, Memos, Letters of Understanding (the Union will continue to have access to all expired publications on JazzNet where possible).

2.19.02 All orders to a Flight Attendant involving a change in location or assignment, promotion, or leave of absence shall be made in writing and copied to the Union.

2.20 UNION FLIGHT RELEASE

2.20.01 A total of four hundred and fifty (450) credits per month to allow the Union sufficient paid time to conduct business. An additional one hundred (100) credits will be allocated and these credits will be billable to the Union and subject to operational requirements.

2.20.02 Unused credits will be cumulative and banked to a maximum of two thousand (2,000) credits for future bidding purposes. It is understood that any banked credits may only be utilized with the mutual agreement of the parties.

2.20.03 A standard day in accordance with this Article shall be five (5) credits.

2.20.04 Union Officers may elect to credit carry-in their assigned monthly Union credits or hard code the credits onto their schedule. The choice made by the Union Officers shall be communicated to the Company.

2.21 UNION COMMITTEE LEAVE

2.21.01 The Company agrees to meet with the following committees no less than two (2) times per year or where either party shows sufficient need for such meetings. Flight Attendants shall bid for committee work utilizing the appropriate bidding codes. Flight Attendants participating in any joint Union/Company committee will receive per diem allowances as per Article 7. In the event the Company requires members of these committees to report for duty away from their home base all applicable expenses shall apply.

2.21.02 Scheduling Committee

- (a) The Company agrees to grant committee days with pay at each base for members of the Scheduling committee each block month as required for the purpose of addressing protests, for any manually built blocks, and block awarding and/or block review;
- (b) The number of Scheduling Committee member(s) required to be released at each base on a monthly basis will be determined by the Company depending on the reasonable requirements for each base;
- (c) In order to complete block review, the ratio of block builder days to Flight Attendants will be a minimum of 1:200 per base;
- (d) The Union will determine the number of Scheduling Committee member(s) and alternate(s) who will form a scheduling committee for each base;
- (e) If requested by the Scheduling Committee, the Company will provide work space for the committee to fulfill their responsibilities;
- (f) Where parking is not already provided the Company will cover this expense upon submission of original receipts.

2.21.03 Safety and Health Committee(s)

- (a) Subject to operational requirements, the Company shall grant Union leave with pay for all Union Safety and Health representatives.

2.21.04 Uniform Committee

- (a) Subject to reasonable operational requirements, the Company shall grant leave for all Union representatives with pay on the Uniform Committee to perform duties approved by management in relation to Article 22, Uniforms;
- (b) The Union's Uniform Committee shall be comprised of one (1) representative for each base chosen by the Union.

2.21.05 Hotel Committee

- (a) Subject to reasonable operational requirements, the Company shall grant leave for all Union representatives with pay on the Hotel Committee to perform the necessary duties approved by management;
- (b) The Union's Hotel Committee shall be comprised of one (1) representative for each base chosen by the Union.

2.21.06 Union Bargaining Committee

- (a) The Company agrees to grant Union leave with pay for members of the Union bargaining committee as required for the purposes of bargaining preparation, contract bargaining sessions, and for contract ratification meetings;
- (b) The Union bargaining committee shall be comprised of one (1) Base / Chair Flight Attendant representative from each base as well as five (5) additional Flight Attendant representatives. Representatives will be determined by the Union. This time will be paid by the Company.

2.21.07 Bilingual Consultation Committee

- (a) The Company agrees to consult with a member of the Union Executive or designate regarding language training, maintenance training and scheduling. Said consultation will be for the purpose of assessing all Language Training courses and reviewing language requirements.

2.21.08 Benefits / Pension Committee

- (a) The Company agrees to grant Union leave with pay as required subject to operational requirements and prior approval of the Regional Manager, Inflight Services to one (1) representative.

2.22 UNION LEAVE

- 2.22.01 The Company shall allow time off without pay to any Flight Attendant who is serving on a Union Committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business. Employees of the Company who become employed by the representing Union shall accrue and retain seniority with the Company.

2.22.02 Benefits While On Leave

- (a) Flight Attendants shall continue to receive Company pass benefits while on leaves of absence subject to Company policy.
- (b) The Company will when requested provide members of the Union Negotiating Committee with pass privileges over the Company's system when required to travel to or from negotiations.

2.23 LABOUR / MANAGEMENT MEETINGS

- 2.23.01 It is agreed that both parties recognize the value of Union/Management meetings.
- 2.23.02 The purpose of these meetings will be to discuss terms and conditions of work, crew scheduling matters, or to introduce other matters as mutually agreed upon by the parties.
- 2.23.03 Meetings will be scheduled at the request of either the Company or the Union; however, in no event less often than quarterly and attended by representatives of the Company and the Union. The committee will be comprised of executive members appointed by the Union and designated representatives of the Company. The agenda will be prepared by the Union and the Company jointly and circulated to the members of the committee and the Company five (5) days prior to the meeting.
- 2.23.04 Meeting locations to change on a regional basis with due consideration to cost and scheduling.

2.24 UNION / INDUSTRY ADVANCEMENT FUND

- 2.24.01 The Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Union.
- 2.24.02 The Company shall make contributions of ten cents (\$0.10) per credit hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- 2.24.03 Payment of said funds shall be made to the Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- 2.24.04 This payment will be independent and separate from any other payment made to the Union.

INTENTIONALLY LEFT BLANK

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments and to alter from time to time rules and regulations to be observed by Flight Attendants which rules and regulations shall not be inconsistent with this Agreement.
- 3.02 Without restricting the generality of the foregoing, it is the exclusive function of the Company to manage generally the commercial enterprise in which the Company is engaged and without restricting the generality of the foregoing to determine the number and location of bases, location of aircraft, and route patterns and tariffs. The Company agrees that these functions shall be exercised in such a manner as to maintain good working conditions and promote harmonious relations with the Union.
- 3.03 The Company shall always have the right to hire and to discipline, demote or discharge Flight Attendants for proper cause.
- 3.04 The Union and the Company will co-operate and participate as required by law in the implementation of any applicable legislation.

ARTICLE 4 - RATES OF PAY / EXPENSES

4.01 WAGES

4.01.01 GREEN CIRCLED: FLIGHT ATTENDANT/ RESERVE (Unassigned); INCHARGE / TRAINING / VACATION / COMMITTEE(S) / STAT BANK / TIME BANK/ RETURN TO WORK ACCOMMODATION DUE TO ILLNESS INJURY

(a) All Flight Attendants hires prior to ratification shall be green circled for all purposes of the current collective agreement unless otherwise provided for in this agreement.

Years of Service	INCHARGE / TRAINING / VACATION/ COMMITTEE(S) / STAT BANK / TIME BANK / RETURN TO WORK ACCOMMODATION DUE TO ILLNESS INJURY	FA RATE / RESERVE UNASSIGNED
	1-Jul-15	1-Jul-15
0	\$30.80	\$28.13
1	\$31.37	\$28.69
2	\$31.93	\$29.25
3	\$33.05	\$30.38
4	\$34.17	\$31.51
5	\$35.29	\$32.63
6	\$36.41	\$33.75
7	\$37.54	\$34.88
8	\$38.66	\$36.00
9	\$39.78	\$37.13
10	\$42.46	\$38.25
11	\$45.14	\$39.59
12	\$47.82	\$41.31
13	\$50.49	\$44.75

(b) The above wage rates are subject to a two (2%) percent increase every July 1st for the life of the Agreement.

4.01.02 **POST RATIFICATION PAY RATE FOR FLIGHT ATTENDANTS HIRED AFTER SEPTEMBER 30th, 2015**

Years of Service	INCHARGE / TRAINING / VACATION / COMMITTEE(S) / STAT BANK / TIME BANK / RETURN TO WORK ACCOMMODATION DUE TO ILLNESS INJURY	FA RATE / RESERVE UNASSIGNED	
	1-Jul-15	1-Jul-15	
0-6 months	\$23.04	\$22.50	
7-12 months	\$23.53	\$23.00	
1	\$24.51	\$24.00	
2	\$25.49	\$25.00	
3	\$26.47	\$26.00	
4	\$27.45	\$27.00	
5	\$30.20	\$27.58	
6	\$30.75	\$28.13	30% CAP
7	\$31.30	\$28.68	
8	\$32.40	\$29.78	
9	\$33.50	\$30.89	
10	\$34.60	\$31.99	
11	\$35.70	\$33.09	
12	\$36.80	\$34.20	
13	\$37.90	\$35.30	
14	\$39.00	\$36.40	
15	\$41.63	\$37.50	
16	\$44.25	\$38.81	
17	\$46.88	\$40.50	
18	\$49.50	\$43.87	

- (a) The above wage rates are subject to an annual two (2%) percent increase commencing July 1st 2016 and continuing for the life of the Agreement.

4.01.03 **70 / 30 WAGE RATE RATIO**

- (a) Post ratification wage rates will be paid to Flight Attendants as determined by the ratio of 70/30; (capped at the seven (7) year rate). The ratio of Flight Attendants on the new pay scale as opposed to the old pay scale progression system shall at no time exceed thirty (30%) percent of the total Flight Attendant membership on the Flight Attendant System Seniority List (excluding laid off Flight Attendants);
- (b) Flight Attendants who progress from the thirty (30%) percent ratio to the seventy (70%) percent ratio will no longer be subject to a salary or pension cap for the duration of their employment;
- (c) The ratio of 70/30 must be confirmed, validated and adjusted on a quarterly basis and documentation provided to the Union;
- (d) The Company will address situations of retroactive pay for progression during periods where there are more than twenty-five (25) Flight Attendants being added to the seniority list;

- (e) If subject to the seven (7) year cap, once the Flight Attendant is above the thirty (30%) percent, they will then immediately progress to the appropriate pay scale based on their years of service.

4.02 TRAINING PREMIUMS

- 4.02.01 Trainees will be assigned to fly with Flight Attendants who volunteered for and have a minimum of one (1) year seniority for the purpose of conducting onboard training.
- 4.02.02 A newly hired Flight Attendant shall be assigned as an additional crew member for the first twenty-five (25) credits and the Company will endeavor to pre-plan these credits on all aircraft types after completion of ground training.
- 4.02.03 The Flight Attendant trainee will be paid regular expenses and the minimum monthly guarantee for these training flights.
- 4.02.04 The Flight Attendant accepting an onboard training position shall be paid their regular rate of pay plus thirty (\$30.00) dollars per duty day during which they perform onboard training. Onboard training may include the line indoctrination and familiarization flights.

4.03 MINIMUM MONTHLY GUARANTEE

- 4.03.01 Flight Attendants who serve a full month will be guaranteed a minimum of seventy-five (75) times the applicable hourly rate of pay for their classification.
- 4.02.02 The above minimum Monthly Guarantees will be pro-rated at two (2) hours and fifty (50) minutes for each day of service in a part month.

4.04 RATES OF PAY - GENERAL

- 4.04.01 Advancement of pay shall be automatic on the first of the month closest to the completion of the required service.

e.g. 1st to 15th - Increase 1st of the present month
16th to 31st - Increase 1st of the next month
- 4.04.02 Flight Attendants shall be provided with an itemized monthly statement of their pay and deductions. Such information will include: flight time, overtime, credits and debits, the current balance of all banks (i.e. time bank/overtime bank/sick leave bank) and other miscellaneous payroll information mutually agreed upon by the Company and the Union.
- 4.04.03 Overpayments and underpayments due to clerical errors shall not be recoverable if the error occurred more than twelve (12) months prior to the date of discovery.
- 4.04.04 Upon verification where the Company is recovering any overpayment (i.e. wages, benefits, sick leave, or vacation entitlement), a schedule of repayment by payroll deduction shall be arranged by mutual agreement between the Flight Attendant and the Company which shall be a minimum deduction of twenty-five dollars (\$25.00) and a maximum deduction of seventy-five dollars (\$75.00) per month. If a Flight Attendant is terminated, the entire overpayment will be deducted from the final paycheck(s).
- 4.04.05 Each Flight Attendant shall be provided with a complete time sheet for the preceding month.
- 4.04.06 Flight Attendants will be paid as follows:

- (a) On the twenty-fifth (25th) of the month, fifty percent (50%) of the In-charge minimum guarantee; and
- (b) On the tenth (10th) of the month, the total balance, including meal allowance and other expenses, owing from the previous month;
- (c) If the dates above fall on a holiday or a day when the banks are closed, the Flight Attendants shall be paid one (1) full banking day preceding the regular payday.

4.04.07 Alternate Trip Coverage Pay Process:

- (a) Flight Attendants who maintain fifty-five (55) credit hours on their block (including all originally scheduled credits, all drops and all adds), as of the 15th of the month will receive the full thirty-seven and one-half (37.5) mid-month advance;
- (b) Flight Attendants who maintain thirty-three to fifty-five (33-55) credit hours on their block (including all originally scheduled credit, all drops and all adds), as of the 15th of the month will receive a mid-month advance of twenty-seven and one-half (27.5) credits;
- (c) Flight Attendants who maintain thirty-five (35) or less credit hours (including all originally scheduled credits, all drops and all adds), as of the 15th of the month will receive fifty percent (50%) of their total monthly credits as a mid-month advance;
- (d) Flight Attendants who are overpaid on their mid-month advance as a result of Alternate Trip Coverage will have such overpayment reconciled on their next pay.

4.04.08 Any pay discrepancies under fifty dollars (\$50.00) gross pay will be paid on the next regular pay. Any discrepancies over fifty dollars (\$50.00) gross pay will have a separate cheque issued within five (5) business days.

4.05 Each Flight Attendant trainee shall receive, after successful line indoctrination, a one-time advance of two hundred and fifty dollars (\$250.00) to cover the period of time between incurring and being reimbursed for eligible expenses. Such advance shall be placed in the Flight Attendant's bank account on the first business day following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's final pay(s) upon termination or layoff.

4.06 Each Flight Attendant trainee shall receive, after successful line indoctrination, an advance for the purpose of an appropriate onboard float. Such advance shall be determined by the needs of service and be placed in the Flight Attendant's bank account concurrent with the first pay deposit following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's pay(s) upon termination of employment, layoff, or upon implementation of a cashless system. At no time will a Flight Attendant be disciplined for not having these funds in small denominations.

ARTICLE 5 - SCHEDULING RULES, CREDITS, AND HOURS OF SERVICE

Any problems which arise during the term of the Collective Agreement will be discussed by the Company and the Union and any necessary amendment and/or additions shall be made by the mutual agreement of the parties. This shall include any changes to the bidding procedure. The fundamental objectives of the scheduling rules are to provide an orderly method of flight assignment with appropriate regard to the principles of seniority.

In cases where it is believed that a Flight Attendant has knowingly violated the Scheduling Rules, Credits and Hours of Service of this Article, either individually or complicit with the Company's knowledge, the Union and the Company will convene to determine culpability and the appropriate penalty for the Flight Attendant up to and including being restricted from picking up open shifts, trading shifts, or dropping shifts from the trip trade tool. The Company and the Union will make a determination for the appropriate remedy when the Company is directly involved in said violation. Any issue that the parties are unable to resolve will be referred to the Alternate Dispute Resolution (ADR) process.

5.01 The Company agrees to maintain a real time website designed for Flight Attendant usage. This website will contain information including but not limited to the following:

- (a) All available open flying displayed in real time;
- (b) Available reserve Flight Attendants in order of seniority by base and by day;
- (c) List of Flight Attendants who have signed up for voluntary WDO assignment. (System will be similar to current WDO tracker when fully implemented, access will be granted).

5.02 DUTY PERIODS

5.02.01 The duty period will commence at the scheduled check-in time or at the required reporting time, whichever is earlier, and continue to the scheduled check-out time or when released from all duty, whichever is the later. For middle duty periods where Pilots and Flight Attendants are required to travel together they shall have the same check-in and check-out times.

5.02.02 The following will be the planned times for check-in and check-out:

Factors determining check-in/check-out times	Check-in	Check-out
At home base not requiring Customs Clearance/ Pre-clearance	60 min	15 min
At home base requiring Customs Clearance/ Pre-clearance	60 min	30 min
Away from Base requiring Customs	60 min	30 min
Away from home base	45 min	15 min
Deadheading not requiring Customs Clearance/ Pre-clearance	45 min	15 min
Deadheading requiring Customs Clearance/ Pre-clearance	60 min	30 min

Note: Check-in times and check-out times may be increased due to operational necessity at Company discretion.

- 5.02.03 If the Company should change the times Flight Attendants are required to be on board the aircraft to commence the boarding procedure, the check-in time will be increased accordingly.
- 5.02.04 A pay credit (for pay purposes only) of one-quarter (0.25) will be added to the end of each pairing operated by the In-charge for the purpose of completing post flight duties as long as Flight Attendants are required to remit/record monies from onboard sales.
- 5.02.05 If transportation is required for the crew to get to the airport from the point of check-in and back to the point of check-out the Company shall be responsible to ensure such transportation is available.
- 5.02.06 For pairing building purposes, a duty period shall not be scheduled in excess of thirteen (13) hours and thirty (30) minutes of duty, for regular block holders only, with an exception to continuous duties which shall not be scheduled in excess of thirteen (13) hours and forty-five (45) minutes of duty.
- 5.02.07 The maximum scheduled duty period will be thirteen (13) hours and thirty (30) minutes, but may be extended by one half (1/2) hour to fourteen (14) hours by Crew Scheduling for reasons of operational necessity. With the mutual agreement of the Flight Attendant(s) affected, said duty period may be expanded to fourteen and one-half (14.5) on a day of basis.
- 5.02.08 A Reserve or WDO assignment shall not be scheduled in excess of thirteen (13) hours and thirty (30) minutes during Crew Scheduling 'day of' pairing construction. Crew Scheduling is permitted to build a duty period to a maximum of fourteen (14) hours provided there is a deadhead leg to start and/or finish the pairing. This expansion to a fourteen (14) hour maximum duty day can only take place after the assignment of open

is completed to regular block holders. With the mutual agreement of the Flight Attendant(s) affected, said duty period may be expanded to fourteen and one-half (14.5) hours on a day of basis.

- 5.02.09 For duty periods commencing between 2300 and 0500 hours' local time or when one-third (1/3) of the duty period falls between the hours of 2300 to 0500 local time, the maximum duty periods shall be twelve (12) hours.
- 5.02.10 Notwithstanding 5.02.06 and 5.02.07 above, all scheduled duty periods affected by the silent hour provisions will be a maximum of thirteen (13) hours and forty-five (45) minutes, provided a break in the duty period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided. For scheduled duty periods that fall between the hours of 2300 and 0500, hotel accommodation will be provided where reasonable when the break is less than five (5) hours in duration.
- 5.02.11 Any continuous duty with five (5) or less hours, scheduled or actual, on the ground will receive a night premium of fifty dollars (\$50.00). Flight Attendants must operate the continuous duty in order to receive this compensation.

Note: A continuous duty of less than twelve (12) hours will be scheduled to consist of a maximum of two (2) flight numbers in the duty period (this will not apply to 'day of situations). In cases where the duty day of the continuous duty is greater than twelve (12) hours it cannot consist of more than three (3) sectors.

Note: The silent hours are defined as the hours between 2300 and 0500 local time.

- 5.02.12 For scheduled or projected breaks exceeding five (5) hours from ramp arrival to scheduled departure that occur in the same duty period, individual day rooms within reasonable proximity to the airport will be provided whenever there is availability. This shall include home base airports. Individual day rooms can be provided at non-approved Company hotels when rooms at approved Company hotels are not available.
- 5.02.13 The maximum number of scheduled landings in a single duty period will be seven (7). An eighth (8th) leg may be scheduled only if it is a deadhead or return to home base.
- 5.02.14 For the purposes of this section all ferry flights, deadheading and ground positioning will be considered operational.
- 5.02.15 For scheduling purposes where there are two (2) or more classes of service, a minimum of two (2) Flight Attendants will be scheduled and carried. The ratio of Flight Attendant to passengers for any aircraft will be as per Transport Canada regulations. In the event a Flight Attendant is unavailable, the Company shall replace that Flight Attendant as per Transport Canada regulations; however, Flight Attendants may elect to not operate under Operations Specification 69.
- 5.02.16 Flight Attendants will not be scheduled during the block award to work more than one (1) pairing in a calendar day unless the Flight Attendant waives this requirement in the bidding process. This requirement does not apply to continuous duties. A calendar day will end at 24:00.

5.03 REST PERIODS

5.03.01 The rest periods are:

- (a) Home base, twelve (12) hours;
- (b) Home base between continuous duties, ten (10) hours; and
- (c) Away from home base, ten (10) hours;
- (d) Crew Scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign them duty. In the event contractual crew rest time is interrupted, it shall commence again. Self-notification on the online Company crew tracking system is an acceptable method of notification of changes to the Flight Attendant's schedule. Once a Flight Attendant accepts the change, these changes will be considered final and all provisions of the Collective Agreement will apply. However, Crew Scheduling may contact a Flight Attendant up to one (1) hour prior to check-in to advise them of a delayed or cancelled departure.
- (e) If, due to operational delays, an affected Flight Attendant's scheduled rest period is compromised, the rest period away from home base may be reduced to no less than nine (9) hours at the sole discretion of the affected Flight Attendant and where the rest accommodations are located within fifteen (15) minutes of the airport.
- (f) Flight Attendants will, upon request or when required by Crew Scheduling, be provided with hotel accommodation at home base during irregular operations (mid pairing only). If originally scheduled for an overnight, the Flight Attendant will receive the applicable per diems. In such circumstances, the Flight Attendants rest period will be reduced to a minimum of eleven (11) hours (mid pairing only).
- (g) 5.03.01(f) above does not apply to irregular operations between scheduled pairings. Prior to beginning their next pairing, in accordance with Article 5.03.01 Flight Attendants must have home base crew rest of twelve (12) hours between pairings.
- (h) Crew rest is the contractual rest period prior to check-in, notwithstanding (d) above.
- (i) The Company will endeavor, whenever possible, to construct multi-day pairings with descending scheduled duty times starting from the first day of the pairing.

Example:

Day	Duty Day Scheduled
1	13.5
2	13
3	11
4	10

5.04 CREDITS – GENERAL AND MAXIMUM ALLOWABLE

5.04.01 Unless otherwise noted, flight credits shall be referred to as "credit" and shall apply for flight time and duty time limitation purposes.

- 5.04.02 The daily standard credit is two (2) hours and fifty (50) minutes per calendar day.
- 5.04.03 When a change in calendar date occurs during a duty period, the date on which the duty period originates shall be considered the date to which all credits for the duty period apply. In the event of advanced or delayed operations at the end of the month, the scheduled originating date of the duty period shall be considered the date on which the duty period originates and to which date all credits for the duty period shall apply. For the purpose of multi-day pairings that carry over the end of a month, credits for each duty period will apply to each day.
- 5.04.04 Flight Attendants may accumulate to a monthly maximum credit level of one hundred and twenty (120) credit hours and are therefore restricted from adding flying to their monthly schedule that would cause them to exceed the monthly cap of one hundred (120) credit hours.
- 5.04.05 The monthly maximum of one hundred and twenty (120) credits shall include credits accumulated from all sources. For example, awarded block credits, NBG, WDO credit hours, credits accumulated from open flying and credits accrued as a result of Alternate Trip Coverage (pick-up from another Flight Attendant).
- 5.04.06 Crew Scheduling is required to maintain up-to-date calculations of each Flight Attendant's monthly credit hours and must remove a Flight Attendant from any flying that causes them to exceed the monthly maximum of one hundred and twenty (120) credits.
- 5.04.07 Flight Attendants are restricted from adding flying to their monthly schedule that would cause them to exceed the monthly cap of one hundred and twenty (120) credit hours.
- 5.04.08 The only instances that are acceptable for a Flight Attendant to exceed the maximum one hundred and twenty (120) credits for the month is as a result of Natural Block Growth incurred on the last pairing worked by the Flight Attendant or as a result of irregular operations on the last pairing of the month resulting in the Flight Attendant being forced into an unscheduled overnight.
- 5.04.09 The Company is required to provide the Union, by the 5th of each month, the credit levels worked by all Flight Attendants the previous month obtained from all Crew Management and Crew Pay systems.
- 5.04.10 In cases where a Flight Attendant has exceeded the monthly credit cap, the Company will provide the Union with an explanation.
- 5.04.11 Reserve Flight Attendants shall not have any further duty assigned when they reach eighty-five (85) credit hours in the month. Notwithstanding, Crew Scheduling can assign flying to a Reserve Flight Attendant who is below eighty-five (85) credits provided the assignment does not cause the Reserve Flight Attendant to exceed the maximum cap of ninety (90) credit hours in a month.

5.05 CREDITS - TRIP PERIODS

- 5.05.01 The accumulated flight time for the duty period, scheduled or actual, whichever is greater on a per duty period basis.
- 5.05.02 In order to provide a balance between duty hours, flight hours, and total trip hours, the credits below shall apply to all trip periods.

- 5.05.03 For each trip period, or any other duty, the credits earned shall be the greater of (a) through (e) below:
- (a) A minimum of four (4) and one-half (½) credits (4:30) for each duty period for a block holder;
 - (b) A minimum of four (4) credits for reserve duty periods when no flight duty is assigned;
 - (c) The accumulated flight time for the duty period, scheduled or actual, whichever is the greater on a per duty period basis;
 - (d) One (1) credit for each two (2) hours of the duty period, scheduled or actual whichever is greater; or
 - (e) One (1) credit for each four (4) hours in a trip period, scheduled or actual whichever is greater.
- 5.05.04 Block Growth (BG) is the amount of time that a Flight Attendant's actual credits may exceed the scheduled credits in Article 5.05.03 (b), (c), or (d) above, during the course of flying an awarded block.

5.06 CREDITS – DEADHEADING / FERRY FLIGHTS

- 5.06.01 When a single duty period consists of deadhead duty combined with flight duty the minimum credits will be the greater of:
- (a) Four (4) hours and thirty (30) minutes credit;
 - (b) One (1) credit for each two (2) hours on duty; or
 - (c) One-half (½) credit hour for each hour of deadhead added to any other flight time for that duty period.
- 5.06.02 When a duty period consists of deadhead only, the credit will be the greater of (a), or (b) or (c).
- 5.06.03 Flight Attendants will be credited actual flight credits for pay and flight time limitations for all ferry flights as outlined in 5.05.02 (Credits - Trip Periods).
- 5.06.04 All deadheading on flights shall be positive space. Any upgrades to business class shall be subject to Company policies, availability and seniority. Priority seating shall not be less than that provided to the pilots.
- 5.06.05 The Company will provide to Flight Attendants when deadheading the most direct or nonstop routing provided on flights operated by the Company.
- 5.06.06 When a Flight Attendant is required by the Company to provide meal, bar or beverage service, or is required to remain on board with the passengers on the ground subsequent to the scheduled departure of a flight, or is required to remain on board with the passengers after the scheduled completion of their duty day, they shall be credited with one-half (½) hour flight time for each hour so worked provided Crew Scheduling is notified with required information either electronically (i.e. ACARS, electronic form, email or by phone message) within forty-eight (48) hours of said duty period. No claim shall be made for work done during a period of less than thirty (30) minutes.

5.07 CREDITS - TRAINING

- 5.07.01 For each training day the credits earned shall be the greater of (a) or (b) below:
- (a) Minimum duty day credit of four (4) hours and thirty minutes (4:30) for training and a minimum of four (4) hours for French training;
 - (b) One (1) credit for each two (2) hours of training duty inclusive of deadheading.
- 5.07.02 Classroom training shall not be scheduled for more than nine and one-half (9½) hours in any calendar day.
- 5.07.03 Notwithstanding 5.07.02 where the Company condenses the annual training program down to one (1) day, training can be scheduled up to twelve (12) hours and thirty (30) minutes.
- 5.07.04 The total duty period of a training day on 'day of' can be extended to fourteen (14) hours for reasons of operational necessity i.e. aircraft availability.
- 5.07.05 The training day may be extended by thirty (30) minutes for re-writing examinations and/or drills. Where Flight Attendants fail their Annual training they must re-qualify within seventy-two (72) hours. If the Company is unavailable for re-writing examinations and/or drills on Saturdays, Sundays and General Holidays, these days will not be considered part of the seventy-two (72) hours.
- 5.07.06 The daily standard credit will be paid for the completion of any pre-course material in conjunction with training. Where training is condensed to one (1) day as per Article 5.07.03 above, Flight Attendants will be paid four (4) hours and thirty (30) minutes for the completion of the pre-course material. This will apply for pay purposes only and will not be applied to the calculation of the monthly guarantee.
- 5.07.07 Up to three (3) training days shall be scheduled outside the blocking window during months where the blocking window is as per Article 5.18.02 at the discretion of the Company and identified in the monthly bid package. All training credits earned as a result will be paid out at straight time. During months where the blocking window is increased as per Article 5.18.04, training credits will be inside the blocking window.
- 5.07.08 Alteration of training date:
- (a) Flight Attendants shall select their preference should a move be needed for their training;
 - (b) Each Flight Attendant will advise the Company by completing an electronic form that they elect the following:
 - (i) Willing to move their training at any time;
 - (ii) Would prefer to move training one month ahead;
 - (iii) Would prefer to move training two months ahead;
 - (c) Preference for movement of training within the permitted ninety (90) days will take precedence over preference for language in which the training is provided;
 - (d) It is recognized that when considering Flight Attendant preferences if things are not equal for all cases considered, a preference will not be honored.

5.08 CREDITS - VACATION

- 5.08.01 For each day of vacation, a Flight Attendant shall earn the daily standard credit (2:50/day) for flight credit limitation purposes.

5.09 CREDITS - SICK LEAVE

- 5.09.01 When a Flight Attendant becomes unfit for duty they will, providing they have sufficient accumulated sick leave credits, be credited as follows:

- (a) Blockholder: the normal flight credits for the pairings that are missed as if flown according to schedule;
- (b) Reserve blockholders:
 - (i) Prior to being assigned duty, four hours (4) credits for each duty period missed;
 - (ii) After being assigned a single day pairing, the credit level remaining of the assigned pairing; or
 - (iii) After being assigned a multi-day pairing, the credit level remaining of the assigned pairing or portion thereof if the reserve Flight Attendant books back on during the pairing;
- (c) Bid period overlap: A Flight Attendant whose illness extends into the next bid period and who is not awarded a block shall receive the daily standard credit until the date of return to duty or until they qualify for Short/Long Term Disability benefits, whichever is sooner.

5.10 CREDITS - PAID LEAVE / JURY DUTY

- 5.10.01 When a Flight Attendant is granted a paid leave of absence in accordance with Article 18.14 (Jury Duty - Witness Duty), the Flight Attendant shall be credited as follows:

- (a) Block holder: the normal flight credits for the pairings that are missed as planned according to schedule;
- (b) Reserve block holder: the minimum daily credit for each reserve duty period missed while on paid leave/jury duty;
- (c) Bid period overlap: a Flight Attendant whose paid leave of absence extends into the next bid period and who is not awarded a block shall receive daily standard credit until their date of return to duty.

5.11 CREDITS - HELD OUT OF SERVICE

- 5.11.01 When a Flight Attendant is held out of service it shall be with pay and they shall be credited as follows:

- (a) Block holder: the normal flight credits for the pairings that are missed as planned according to the schedule;
- (b) Reserve blockholder: the minimum daily credit for each reserve duty period that they are held out of service;

- (c) Bid period overlap: a Flight Attendant who is held out of service into the next bid period and who is not awarded a block shall receive daily standard credit until their date of return to duty;
- (d) When a Flight Attendant agrees to attend a meeting on their day off, they shall receive the minimum daily standard credit;
- (e) When a Flight Attendant is required to attend a meeting with the Company prior to or after a work day, they shall receive flight credit for such time. This time shall be for pay purposes only, and shall not be included in the computation for over-projection or overtime as per Articles 5.25, 5.12, & 5.23.20.

5.12 CREDITS - OVERTIME

- 5.12.01 Credits earned in excess of eight-five (85) are overtime credits.
- 5.12.02 All overtime credits accumulated in accordance with this section will be accredited at a rate of one and one-half (1.5) credits for each overtime credit earned.
- 5.12.03 Overtime credits shall not be applied to result in an over-projection.
- 5.12.04 Sick time credits are not included in the calculation of overtime.

5.13 BLOCK GROWTH

- 5.13.01 Block Growth (BG) is the amount of time a Flight Attendant's actual credits may exceed the scheduled credits during the course of flying an awarded block. Block Growth shall include:
 - (a) Flight time credits accrued above schedule;
 - (b) Credits accrued proceeding to and from additional landing(s) beyond those which the Flight Attendant was scheduled to fly;
 - (c) Duty time or trip hour guarantees that are accrued on the flight designated by the original destination and departure time even if delayed.

Note: A Flight Attendant who operates a part of a pairing, and is removed with pay and credits from the remainder of the pairing and who has accrued BG in the operated portion shall be paid and credited for that growth in addition to the scheduled time and credits.

- 5.13.02 When during the course of flying a scheduled block, a Flight Attendant's actual credits exceed ninety (90) credits, the affected Flight Attendant may be released from all further duty in accordance with Article 5.25 (Over-Projection). At the Flight Attendant's option, they may continue to fly their scheduled pairings to a maximum of one hundred and twenty (120) credits. Any block growth that exceeds the monthly limitation as per Article 5.12.01 will be paid at overtime rates.

5.14 WORK DAY OFF (WDO)

- 5.14.01 A WDO is the assignment of a Flight Attendant to any duty other than on their awarded block, except as provided for in "Reassignment."
- 5.14.02 The maximum number of WDO assignments permitted to be accepted by a Flight Attendant per month will be four (4) duty periods.

- 5.14.03 Credits earned working WDO are overtime credits (minimum four and one-half (4.5) hours times one and one-half times (1 ½ X) the hourly = six hours and seventy-five minutes). Flight Attendants who have operated two (2) WDOs in the month will be eligible for two (2) times their hourly rate for their third and fourth WDO.
- 5.14.04 WDOs shall be offered to eligible Flight Attendants in order of seniority at the base where the overtime is available; however, if no eligible Flight Attendant accepts the available work the junior contacted Flight Attendant will be directed to perform such duty.
- 5.14.05 Subject to operational requirements, Crew Scheduling may offer open flying as WDO prior to assignment of reserve Flight Attendants.
- 5.14.06 In cases where open flying exceeds the number of available reserve to cover flying, the Company will offer pairing(s) as WDO to those Flight Attendants signed up on the WDO Tracker. The Flight Attendant accepting a WDO has the first right to choose the pairing provided the Flight Attendant remains legal in all respects.
- 5.14.07 Where there are no Flight Attendants accepting pairing(s) as WDO, Crew Scheduling may offer open flying to reserve Flight Attendants even if they do not have the required number of reserve days to cover the pairing. It is understood that the extra days worked will be part of their maximum four (4) WDOs for the month.
- 5.14.08 Flight Attendants who elect to accept overtime opportunities, will sign up electronically on the Company WDO system. This system will display the seniority call out order. Crew Scheduling will assign WDOs in order of seniority to those Flight Attendants that have indicated their availability on the website prior to offering WDOs to the base seniority list.
- 5.14.09 If unable to cover open flying in accordance with the above, Crew Scheduling shall have the ability to offer the WDO to Flight Attendants from another base who live in the area code where the overtime is available.

Note: WDO credits earned on Christmas Day and New Year's Day will be accredited at a rate of two and one-half (2½) credits for each credit earned.

5.15 OVERTIME BANK

- 5.15.01 Credit values established as overtime credits shall be paid out entirely at the applicable hourly rate or at the Flight Attendant's option placed in the Flight Attendant's time bank.
- 5.15.02 Approval to use a Flight Attendant's bank time as described below will not be unreasonably withheld subject to operational requirements.
- 5.15.03 A Flight Attendant's time bank shall be limited to forty (40) credits. Time bank will be held as a cash value of the credits earned at the earned rate.
- 5.15.04 A Flight Attendant may reduce or eliminate their bank by withdrawing credits calculated on the Flight Attendant's current hourly credit rate at the time of withdrawal, in accordance with the following:
- (a) When the Flight Attendant's bank exceeds forty (40) credits they will, within three (3) months of achieving forty (40) credits and in agreement with the Crew Scheduler, drop a pairing(s) to reduce or eliminate their bank.

- (b) In the event that Crew Scheduling is unable to grant the drop within the three (3) month period, the credits in excess of the maximum forty (40) credits will be paid out.
- (c) When the bank credit is forty (40) credits or less, but is equal to or greater than any pairing on a Flight Attendant's awarded block they may at their option and in agreement with the Crew Scheduler drop a pairing(s) in their block to reduce or eliminate their bank.
- (d) When a Flight Attendant drops a pairing(s) their bank will be reduced by an amount equal to the credit value of the pairing(s) or the credit value of the actual bid amount as per (a) and (b) above.
- (e) In months where time bank is available, Crew Planning will indicate time bank availability on the monthly bid package as per Article 5.27.08 (f).
- (f) At the Flight Attendant's request on their bid sheet or an automated bid entry system and with the pre-approval of the Crew Planning department, all or any part of their bank may be used for blocking purposes as a credit carry-in. Their block will be reduced by the number of credits they elect to take from their bank. Such requests for time bank credit carry-in must be submitted prior to the distribution of the bid packages.
- (g) A Flight Attendant may only use bank credits in conjunction with a vacation period provided there are open vacation slots available in the month subject to agreement of the Crew Planner at the daily standard credit per day. Such requests must be submitted prior to the distribution of the bid packages. In addition, Flight Attendants may elect to take their time bank hours as 'credit carry-in' to reduce the Flight Attendant's monthly credit hours provided they do not credit carry-in or block more than forty (40) credits. If no slots are available, the Flight Attendant may still take the time as 'credit carry-in' with the approval of Crew Planning.
- (h) At the Flight Attendant's discretion if their time bank has not exceeded forty (40) credits, they may be reimbursed financially in whole or in part.

5.15.05 Once each year, or whenever their Time Bank is full, employees will have the ability to transfer time bank credits into a Company RRSP, Company Pension Plan or Tax Free Savings Account (TFSA). Such transfers shall be made in accordance with the requirements of the Income Tax Act.

5.15.06 At the end of each calendar year all banked credits remaining in a Flight Attendant's time bank will be automatically paid out.

5.16 SCHEDULING RULES - GENERAL

5.16.01 The Company and the Union will form a Scheduling Committee to monitor the application of the scheduling rules.

5.16.02 The Union and the Company agree to the utilization of a fully automated computerized Preferential Bidding System (PBS). The selected system must be able to automatically generate schedules in accordance with seniority, pre-planned absences, training, reserve and bid requests.

5.16.03 Flight Attendants on a medical reduced schedule will be required to bid a reserve schedule unless approved by their physician to fly either 40-50 credit hours or 62.5-67.5 credit hours in a bid month-

- 5.16.04 The Company shall be responsible for the awarding of all monthly blocks following the complete implementation of PBS.
- 5.16.05 The Union will monitor pairings and if deemed necessary identify and discuss pairing(s) considered too demanding with Crew Planning Management.
- 5.16.06 The Union and the Company agree to a Preferential Bidding System that ensures each Flight Attendant is awarded their choice of pairings, days off or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
- 5.16.07 Once the final block has been awarded, the credit level it establishes becomes guaranteed for flight limitation purposes. Crew Scheduling will attempt to preserve the integrity of the block and/or pairing to protect the Flight Attendant's working conditions. When a Flight Attendant loses flying time from their block, they shall be credited for such loss as if they had flown their block, except as provided for elsewhere in this agreement.
- 5.16.08 Where it is determined that, during the unstacking process, a Flight Attendant's schedule is not awarded in accordance with their preferential bid, as it relates to junior Flight Attendant schedules, the Company agrees to rectify the protest as soon as possible but no later than the first day of the affected operating month in order to ensure no harm to the affected Flight Attendant(s).
- 5.16.09 The block rules shall be subject to revision by mutual agreement between the Company and the Union.

5.17 SCHEDULING RULES - PAIRING CONSTRUCTION

- 5.17.01 A pairing is a pre-arranged combination of one (1) or more duty periods that will be identified by a number for bidding and scheduling purposes.
- 5.17.02 Reserve duty periods shall be constructed as pairings, which include start and release times and will be included in published blocks.
- 5.17.03 Pairings shall be constructed by the Company from the known aircraft route tracks and shall reflect all known scheduled or charter flying. The Company shall endeavor to produce a variety of pairings for each base.
- 5.17.04 All known training periods will be constructed as pairings.
- 5.17.05 The number of continuous days in a pairing shall not normally exceed four (4). The maximum number of continuous days in a pairing shall be five (5). The Company shall discuss with the Union the construction of any pairings in excess of four (4) continuous days before the pairings are published for bidding purposes.
- 5.17.06 The number of scheduled/worked continuous duties in a row will be three (3). Flight Attendants may volunteer/waive to do more. Scheduled continuous duties cannot consist of more than three (3) sectors during the duty period if the duty day is greater than twelve (12) hours.

5.18 SCHEDULING RULES – BLOCK CONSTRUCTION

- 5.18.01 The Company will construct and award as many full blocks as possible. Flying not assigned during block award will be published as open flying provided that the number

of hours permitted to be dropped monthly into open flying will be mutually agreed upon between the Company and the Union on a monthly basis.

5.18.02 Full blocks will be constructed to have a credit level of between seventy-five (75) and eighty-five (85) credits. The Company shall specify the block average in each position for each bid period by base. Blocks will be built within a five (5) credit window around the specified block average of seventy-seven and one-half (77.5) credit minimum to eighty-two and one-half (82.5) credit maximum. Occasionally, blocks with an average lower than seventy-seven and one-half (77.5) credits will be considered acceptable when there are no higher credit average blocks that can be built.

5.18.03 The Company may, at its discretion, designate low blocking months by base.

- (a) For months in which the Company designates a low blocking window, Crew Planning, through the monthly base bid package, will identify a maximum number of employees (determined in full time equivalents) that will be permitted in seniority order to bid to the low blocking window;
- (b) When a month is so designated, the blocking average for those individuals who elect to bid to the low blocking window for that month will be sixty-five (65) credits, with a blocking window of sixty-two and one-half (62.5) to sixty-seven and one-half (67.5) credits;
- (c) The minimum monthly guarantee for these individuals will be sixty-two and one-half (62.5) credits;
- (d) Acceptance of a low block window will be at the sole discretion of the Flight Attendant;
- (e) The Company may not designate a low blocking month in a base in any month which the Company has established an increased blocking average for that base.

5.18.04 The Company may at its discretion designate high blocking months by base to a maximum blocking average of eighty-seven and one-half (87.5) credits.

- (a) A maximum of twenty (20) credit hours per base per year are available to be used by the Company.
- (a) No more than five (5) credit hours can be used in any month with the exception of December where a maximum of two (2) credit hours may be used;
- (b) The credit window for building blocks will remain at five (5) credits around this average;
- (c) In the months' subject to the increased blocking average, a minimum of ten percent (10%) of the Flight Attendants in a base will be permitted to bid the lower average of eighty-two and one-half (82.5) credits based on their seniority;
- (d) The months' subject to the eighty-seven and one-half (87.5) credit blocking average will be established by Crew Planning and published in the monthly bid package;
- (e) The maximum blocking window will be ninety (90) credits;
- (f) All credits worked over eighty-five (85) credits will be paid at an overtime rate of pay (1½ X.);

(g) In months where any credits are used, all training will be inside the credit window.

- 5.18.05 The days that a Flight Attendant is on vacation, leave of absence (LOA), or a Union Committee day for part of the bid period will be placed on the Flight Attendant's block prior to awarding any duty. Their availability will be reduced by the daily standard credit for each day that they are on vacation or LOA in that bid period.
- 5.18.06 No duty cycle shall be scheduled to include more than six (6) consecutive duty periods with no less than two (2) days off without the Flight Attendant's consent.
- 5.18.07 In cases where a pairing contains a layover spanning an entire calendar day, this day shall be considered a duty cycle even if no flying is assigned in order to ensure compliance with Article 5.18.06. The trip credits as per Article 5.05.03 (e) continue to apply. Pairings containing twenty-four (24) hours free from duty will continue to have all the days of the pairing taken into consideration when being awarded a maximum of six (6) days in a row (unless waived by the Flight Attendant).
- 5.18.08 A reserve block shall consist of reserve days, training days, days off and/or vacation days as appropriate.
- 5.18.09 No Flight Attendant shall be blocked to successive reserve duty periods in excess of five (5) without the Flight Attendant's consent. Successive reserve duty periods will have a minimum two (2) days off immediately prior to and following reserve duty periods unless they waive the requirement of two (2) days to one (1) day.
- 5.18.10 Reserve Flight Attendants who have a Union Committee day shall have the ability to waive either the day off prior to or the day off after their committee day in order to work a scheduled reserve shift. Committee members who elect to bid in this manner will be available for the entire reserve duty period.
- 5.18.11 To ensure reserve efficiency, the Company and the Union agree that Flight Attendants bidding a Reserve Schedule will be restricted from pattern bidding one (1) day on/one (1) day off when bidding their monthly schedule. This does not restrict the awarding of single reserve day(s) during the month in order to fulfill reserve requirements or to complete a Flight Attendant's reserve line.
- 5.18.12 The Company has the ability to approach the software provider with the proposed changes required to the Pairing Generator and the Preferential Bid System. These changes must comply with all preferential seniority bidding and may require some lead time as they must be programmed and tested to ensure their accuracy and in this case the Union will be notified of the amount of time required. No change will be maintained manually by the Company.

5.19 DAYS OFF

- 5.19.01 Day Off: Any calendar day free of duty at home base. The minimum number of days off in a standard month shall be as follows, except as provided for elsewhere in this Agreement.

(a) Full Block: minimum ten (10) days off;

(b) Reserve Block: minimum/maximum thirteen (13) scheduled days off.

5.19.02 When a Flight Attendant is on vacation or LOA for part of a month, the minimum number of days off in the remainder of the month shall be calculated using the following prorating formula:

- (a) Full block holder: ten (10) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period;
- (b) Reserve block holder: thirteen (13) days off multiplied by the days remaining in the bid period divided by the number of days in the bid period.

5.20 REASSIGNMENT / AIRPORT MOVE-UP / MAJOR IRROP RECOVERY PROCESS (OPERATIONAL BLOWOUT)

5.20.01 Reassignment

When a block holder's pairing or portion of their pairing is cancelled or changed (i.e. including but not limited to, as a result of consolidation, misconnection, substitution, downgauge/upgauge of aircraft, insufficient crew rest or legality at home base) they will be notified that they will be released from duty or reassigned in accordance with the following:

- (a) When a Flight Attendant is contacted a day(s) prior to their scheduled flight(s) and no reassignment is made at the time of notification of the loss of a flight the Flight Attendant may contact Crew Scheduling by 1700 hours the day prior to the affected flight to state their preference for assignment. If there is no contact by 1700, it will be assumed that the Flight Attendant does not have a preference and assignments will be done in reverse order of seniority;
 - (i) Flight Attendants who have called by 1700 will be advised by Crew Scheduling or may self-notify of their assignment(s) by 18:30;
 - (ii) Flight Attendants who do not call to state a preference must call Crew Scheduling or must self-notify of their assignment (s) by 18:30;
 - (iii) Notification by 18:30 can be by self-notification via the Crew Tracking System (not via the trip trading tool) or via phone contact. Flight Attendants who have stated a preference and do not self-notify must be contactable between 1700 and 1830 to receive their assignment from Crew Scheduling;
 - (iv) Should the Flight Attendant fail to call or self-notify by 1830, they will lose the pay they would have otherwise earned for the cancelled flight assignment for the following day (unless they were on duty, etc. during the above appropriate times);
 - (v) The above process does not apply for reassignment situations while you are at the airport on a 'day of' basis;
 - (vi) If you are operating around the time frames noted above, Crew Scheduling will accept your preference prior to 1700 so that you will be considered in order of seniority for reassignment.
- (b) Upon commencement of a pairing and where a Flight Attendant becomes subject to reassignment while they are at the airport, reassigned duty must be assigned within two (2) hours of the originally scheduled departure time. The Flight Attendant

may be reassigned to flights that operate inside or outside of the two (2) hour period. However, they must be released immediately upon reassignment.

- (c) A Flight Attendant reassigned from a pairing to a training day will not fall under the rules of reassignment. A change in training date or time will not constitute a reassignment;
- (d) If the original pairing consists of only a single duty period, the original duty period may be expanded by a maximum of two (2) hours either prior to the original check-in or after the original check-out, but not both. Further expansion beyond two (2) hours will be subject to the Flight Attendant's consent;
 - (i) A Flight Attendant originally assigned a single duty day and becomes subject to reassignment a day or days in advance, will contact Crew Scheduling the day prior by 1700 base local time to state a preference in accordance with Article 5.20 Reassignment;
 - (ii) Once the Flight Attendant is advised of their reassignment duty it shall represent the new check-out time for the application of 5.20.01(d).

Example: A Flight Attendant's original pairing was as follows: check-in at 10:00, check-out at 1800. A Flight Attendant's reassigned duty is as follows: check-in at 1200 and check-out at 1400. The Flight Attendant's new reassignment check-out time if subject to reassignment during the pairing will be 1600.

Example: A Flight Attendant's original pairing was as follows: check-in at 1000, check-out at 1800. A Flight Attendant's reassigned duty is as follows: check-in at 1500 and checks out at 2000. The Flight Attendant's new reassignment check-out time if subject to reassignment during the pairing will be 2200.

- (iii) There is no obligation, after the completion of the reassigned duty that a Flight Attendant is required for other further duty without their consent.
- (e) Unless originally scheduled for an overnight pairing a Flight Attendant will not be reassigned an overnight pairing without their consent;
- (f) Prior to or after the commencement of a pairing consisting of more than one (1) duty period, the following shall apply. The Flight Attendant will be subject to reassignment(s) as though the duty periods in the multi-day pairings were individual pairings except as follows:
 - (i) On the first day of a multi-day period, the check-in time may be advanced a maximum of two (2) hours. After check-in, the remainder of the duty may be expanded subject to Article 5.02.06;
 - (ii) While away from home base, middle duty periods may be expanded subject to Article 5.02.06. A minimum of ten (10) hours crew rest must be provided;
 - (iii) On the last day of a multi-day pairing, a Flight Attendant may only be reassigned if they are released within two (2) hours of the original check-out time and legal in all respects. Further expansion beyond two (2) hours will be subject to the Flight Attendant's consent and in accordance with Article 5.02.07. Flight Attendants who consent to expand beyond will receive compensation as per Article 5.20.02 (Airport Move-up) in addition to credits earned.

- (g) If a Flight Attendant is reassigned from a day off to a training day, a duty period shall be dropped from their block within the current month. The Flight Attendant will be given preference to the duty period dropped. Credits for such reassignment shall be the highest of the following:
 - (i) Minimum daily credit;
 - (ii) Credit value of the dropped duty period; or
 - (iii) Actual duty credit.
 - (iv) and also include the premium as outlined in Article 5.20.02 unless the reason for the training day is due to a failure to meet standards during a training event.
- (h) If a Flight Attendant is reassigned from a multi-day pairing to training the Flight Attendant will be returned to their awarded block pairing for those days not being reassigned to training;
- (i) Flight Attendants who are reassigned from training which is greater than three (3) consecutive training periods will have the option of reassignment or to stand reserve (as per Article 5.23) provided they have twenty-four (24) hours' notice of the cancellation/removal of the said activity;
- (j) The Flight Attendant shall receive credit for the greater of the original pairing or the reassigned duty;
- (k) If the reassignment results in an over-projection, the over-projection will be resolved within the current month;
- (l) If the Flight Attendant is reassigned from deadheading to operating the flight, the reassignment will be offered in order of seniority. This shall be considered an Airport Move Up;
- (m) Reassigned duty will not normally be scheduled if it interferes with the remainder of the Flight Attendant's block. If the reassigned duty interferes with another duty period the Flight Attendant shall receive credit for the greater of the original duty periods or the actual duty credit of the reassignment. At no time will they receive less than their block guarantee;
- (n) If, as a result of reassignment, a duty period extends into a day off (in accordance with this Article), a day in lieu will be granted or the applicable credits will be granted and placed in the Flight Attendant's overtime bank at their discretion;
- (o) If any of the clauses within this Article are breached the Flight Attendant shall receive compensation in accordance with the bolded Article 5.14.03 (Work Day Off).

5.20.02 AIRPORT MOVE UP (AMU)

Definition: Assignment of a Flight Attendant to flight(s) other than their own due to insufficient call-out notice of a reserve Flight Attendant in accordance with Article 5.23.08.

- (a) In order to prevent the cancellation or delay beyond thirty (30) minutes of a regularly scheduled flight(s), a Flight Attendant may have their pairing changed in

accordance with Article 5.20.02 such that the change does not interfere with the continuance of the remainder of their block and in accordance with Article 5.20.01(d) and 5.20.01(f). If the Flight Attendant's scheduled deadhead is changed to operating the flight, the assignment will be offered in order of seniority and the premium provisions of this Article will apply.

- (b) A premium of three (3) hours credit, paid at the applicable hourly rate will be in addition to any other credits for each additional change to the Flight Attendant's originally scheduled flight(s). Each subsequent change to the original notification of Airport Move Up assignment will receive a further premium of three (3) hours credit. This situation may not occur more than twice per month per Flight Attendant without the Flight Attendant's consent.
 - (i) The premium will be for pay purposes only;
 - (ii) The Flight Attendant so assigned must be returned to their original flight schedule as soon as possible;
 - (iii) If the reassigned Flight Attendant has been taken from any aircraft, there will only be one (1) class of service;
 - (iv) Reserve Flight Attendants shall be eligible for Airport Move Up compensation as per above;
 - (v) If Article 5.20.02 (b) is breached the Flight Attendant shall receive compensation as per Article 5.14 (Work day Off).
- (c) The Company will make every attempt to return the Flight Attendant to their originally scheduled pairing provided that the Flight Attendant's next scheduled flight from their original pairing departs within a reasonable time after their arrival flight operated under the AMU. Notwithstanding, the above the integrity of the Flight Attendants originally scheduled pairing should be preserved whenever operationally possible.

5.20.03 **MAJOR IRROP RECOVERY PROCESS (MIRP):**

Major IRROP Recovery Process (MIRP): A maximum of six (6) instances system wide per year, the Company can declare a 'Major IRROP Recovery Process (MIRP)'. A minimum of twenty (20) flight cancellations will be considered a major IRROP recovery.

Example: Weather system affecting YYZ and YUL will be considered one (1) instance. The Company must notify the Union (President or applicable Base Chair) prior to the implementation of a Major IRROP Recovery Process (MIRP).

Preamble: In order to protect the coverage of flights in times of severe IRROPS, Flight Attendant reassignment rules can be amended as follows:

- (a) The amended rules apply only to flights directly affected by the severe IRROPS event;
- (b) Flight Attendants shall be subject to reassignment up to two (2) hours past scheduled departure time;
- (c) Flight Attendants may be subject to reassignment more than once per duty period;

- (d) Flight Attendants can be assigned the day prior on reassignment. If not assigned, Flight Attendants remain subject to reassignment the next day, subject to the original reassignment period; however, the Flight Attendant may waive this at their discretion;
- (e) Flight Attendants must be contactable during the reassignment period;
- (f) Reassignment and reserve assignment can be delayed to the following morning;
- (g) Flight Attendants are required to have a minimum two (2) hour call-out time to check-in;
- (h) A Major IRROP Recovery Process (MIRP) event cannot exceed two (2) calendar days.

5.21 DELAYED OPERATIONS

- 5.21.01 A delayed operation shall include any extra duty incurred as a result of departure delays, en route delays, additional or alternate landings required to complete the normal course of the awarded pairing.
- 5.21.02 If, as a result of a delayed operation a Flight Attendant is unable to report for their next duty period, they will receive credit for all duty lost and the following procedures shall apply:
 - (a) Crew Scheduling will return such Flight Attendant to their pairing as soon as possible and when they have completed the appropriate rest period;
 - (b) They may be reassigned in accordance with Article 5.20.
- 5.21.03 If, as a result of a delayed operation a Flight Attendant's duty period extends into a day off the provisions of Article 5.22 – Duty Into Day Off will apply.

5.22 DUTY INTO DAY OFF

- 5.22.01 A Flight Attendant may be scheduled so that the end of the duty period extends into a day off by two (2) hours.
- 5.22.02 If for any reason a Flight Attendant's duty period extends into a day off by more than two (2) hours, a duty period shall be dropped from their block within the current bid period. Flight Attendants will be given preference to the duty period dropped with the exception of statutory holidays, where a duty period will be dropped only if coverage is available).
- 5.22.03 Should the duty into a day off occur such that the Flight Attendant has only days off remaining in their block, a duty period shall be dropped from their block within the next bid period.
- 5.22.04 If the duty into a day off results in a Flight Attendant overnighting away from their base and deadheading to their base on a day off, Crew Scheduling shall return the Flight Attendant to their base over the most direct route with the least number of stops after their crew rest. The Flight Attendant shall receive all the applicable credits for the additional duty period, in addition to having either a duty period removed from the current bid period or the next bid period, if required, or the time placed in the overtime bank at the Flight Attendant's discretion.

- 5.22.05 If the duty into a day off results in a Flight Attendant overnighing away from their base and the Flight Attendant is subsequently assigned to duty other than deadheading to home base, the provisions of both Article 5.14 and Article 5.22.02 shall apply.

5.23 RESERVE

- 5.23.01 A Flight Attendant shall be available for call-out from the start of the reserve period until the moment that the Flight Attendant is released from duty. This will not exceed twenty-four (24) hours including unassigned time. A mobile device is considered an acceptable method of communication.
- 5.23.02 A reserve Flight Attendant will not be scheduled to work more than fourteen (14) hours as per Article 5.02.
- 5.23.03 For reserve pairing building purposes, a duty period shall be as per Article 5.02.07.
- 5.23.04 A Flight Attendant's reserve call out period shall be 0001-2400.
- (a) Reserve duty starts at 00:01 of a Reserve Flight Attendant's first scheduled reserve day for which they are available.
- 5.23.05 Between the hours of 23:01 and 08:00 Crew Scheduling will not contact a Flight Attendant more than three (3) hours prior to flight departure or Airport Standby duty, unless otherwise requested or self-notified. In exceptional operational circumstances only, Crew Scheduling may contact the Flight Attendant more than three (3) hours prior to flight departure but at no time can the Flight Attendant be contacted more than three (3) hours and thirty (30) minutes prior to flight departure.
- 5.23.06 Crew Scheduling shall not interrupt a Flight Attendant's contractual rest period in order to assign their duty. In the event contractual crew rest time is interrupted crew rest shall commence again. However, Crew Scheduling may contact a Flight Attendant up to two (2) hours prior to check-in to advise them of a delayed or cancelled departure.
- 5.23.07 A reserve Flight Attendant is responsible to ensure that they are available for call-out by Crew Scheduling at any time during their reserve duty period.
- (a) Crew Scheduling shall telephone the primary contact number provided to them by the Flight Attendant at least twice, with not less than fifteen (15) minute intervals between calls provided the flight(s) to be assigned are not within the two (2) hour call-out period;
- (b) If this Flight Attendant is not contacted and where the flight(s) to be assigned is within the two (2) hour call-out period Crew Scheduling will deem them temporarily Unavailable on Reserve (UOR) and move on to the next available Flight Attendant;
- (c) In cases where the originally contacted Flight Attendant calls back within fifteen (15) minutes of the initial call-out they will not be considered UOR and shall be placed back on reserve;
- (d) In any event where Flight Attendants are assigned work and where said assignment is changed or cancelled within fifteen (15) minutes of assignment there shall be no credit guarantee.
- 5.23.08 A Flight Attendant on reserve shall be given not less than two (2) hours' notice to report for a scheduled check-in time.

- (a) This provision shall in no way deter a Flight Attendant from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner and they are able to report sooner. No Flight Attendant shall be subject to discipline if they are not able to report in less than two (2) hours from receipt of notice.

5.23.09 When a Flight Attendant on reserve is assigned to a flight or any other duty, they shall be so advised by phone or self-notified via Crew Trac Web, and they will be released from standing reserve and therefore are not obligated to be contactable until check-in time. Crew Scheduling may contact the reserve holder to assign further duty subject to the maximum duty day.

5.23.10 A reserve Flight Attendant shall contact Crew Scheduling by 1800 hours base local time on the day prior to duty to check available flying and state their preferences.

- (a) If their preferred flying is not available, the Flight Attendant can indicate that they want to be designated as 'call first' for the next day.

- (b) If a reserve Flight Attendant has not done the above, it is assumed that all available flying has been refused and they will be designated as 'call last'.

- (c) Pairings that are available for bidding (identified by the appropriate base code) in open time will be assigned in order of seniority by base to those flight attendants who called in requesting the pairing(s).

- (d) Crew Scheduling will assign all known reserve flying by 2030 base local time.

5.23.11 A Reserve Flight Attendant shall automatically be off upon completion of an assigned multi-day pairing. Notwithstanding the above, as a last resort to prevent the cancellation of a flight, a multi-day pairing may be extended. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.

5.23.12 Reserve Flight Attendants must contact Crew Scheduling upon completion of single day assignments and may have further flights assigned up to the maximum duty as per Article 5.02.07.

5.23.13 It is the Flight Attendant's responsibility to contact Crew Scheduling after completion of the original awarded assignment to see if further duty is required and the Flight Attendant can be subject to further assignment to the maximum duty day.

5.23.14 A reserve block holder who reports for a flight that subsequently does not operate or who performs any other duty and is otherwise released shall not be subject to further reserve duty until after the appropriate rest period.

5.23.15 If more than one (1) Flight Attendant has the required number of reserve days available to cover the pairing and is assigned the same reserve duty period(s), the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period.

Flight Attendant	1 st	2 nd	3 rd	4 th
Senior #1	R	R	R	
Senior #2	R	R		
Senior #3		R	R	R
Senior #4	R	R	R	R

<u>Example #1</u>	<u>Example #2</u>	<u>Example #3</u>
<ul style="list-style-type: none"> • 2-day pairing 1st-2nd • #2 will be assigned the pairings 	<ul style="list-style-type: none"> • 3-day pairing 1st -3rd • #1 will be assigned the pairing 	<ul style="list-style-type: none"> • 4-day pairing 1st – 4th • #4 must be assigned the pairing

5.23.16 In situations where pairings need to be covered without sufficient reserve Flight Attendants with the 'Best Fit' number of days available to cover the pairing, the Flight Attendants with the closest number of reserve days to cover the pairing will be used.

(a) In this case the pairings will be awarded in order of seniority to those Flight Attendants who are required to cover the pairing.

Example: In open for the 5th of a bid month, there are three (3) pairings of two (2) days duration. The following chart shows the reserve available for two (2) examples and how they will be assigned.

Scenario:

	5 th	6 th	7 th	8 th	9 th	10 th
Senior 1	R	R	R	R	R	R
Senior 2	R	R	R	R		
Senior 3	R	R	R	R	R	
Senior 4	R	R				
Senior 5	R	R	R			
Senior 6	R					
Senior 7	R	R	R	R	R	R

In the above chart, the three (3) pairings of two (2) days duration will be awarded, in seniority, to Senior 2, Senior 4 and Senior 5.

Senior 1, Senior 3 and Senior 7 are not offered or awarded based on not being the closest number of days available.

Senior 6 would not be offered due to not having the required number of reserve days to complete the pairing in its entirety.

5.23.17 When a reserve block holder is assigned duty at least a day in advance, they shall be so advised and shall be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.

5.23.18 A reserve Flight Attendant will not be required to sit reserve away from home base without a home base check-in and check-out time.

5.23.19 A reserve block holder, assigned to a single day pairing may be held at the airport for a further assignment, but at no time shall they be held at the airport for more than two (2) hours without assignment to a flight. The Flight Attendant may be assigned to a flight(s) which departs during or after the two (2) hour period; however, if no assignment is made they shall be released for crew rest until the next duty day. The duty period for pay and limitation purposes shall end at release time.

5.23.20 On the fourth consecutive day away from home base, the reserve Flight Attendant shall not be assigned until the next calendar day after the appropriate crew rest at home base has been completed.

- 5.23.21 Crew rest may be reduced to ten (10) hours at home base to allow for the assignment of continuous duties. The assignment of consecutive continuous duties must take place at the time of check-out or before.
- 5.23.22 A Reserve Flight Attendant cannot be assigned to work more than three (3) continuous duties in a row without their consent.
- 5.23.23 A reserve Flight Attendant cannot be scheduled to work more than one (1) pairing in a calendar day. This requirement does not apply to back-to-back continuous duties, or for duty that finishes between midnight and 0159.
- 5.23.24 In the event that a reserve Flight Attendant has been assigned to a single duty period, they will not be assigned to an overnight pairing unless all remaining reserve coverage has been assigned. They will be permitted three (3) hours to obtain overnight items. Notwithstanding the above, in order to prevent the cancellation or delay of a flight beyond thirty (30) minutes the reserve Flight Attendant may be assigned to an overnight. The affected reserve Flight Attendant will receive a premium of three (3) hours credit (for pay purposes only) in addition to credits earned.
- 5.23.25 The Company agrees when a reserve Flight Attendant reaches eighty-five (85) credits, they shall be released of all duties until the commencement of their next month (excluding WDO and Open flying and Tradebard). Such release shall be in accordance with the provisions of Article 5.25.03. At no time will a Reserve Flight Attendant exceed ninety (90) credits hours from their originally assigned reserve block.
- 5.23.26 It shall be the responsibility of Crew Scheduling to ensure the credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis. Crew Scheduling shall ensure that reserve Flight Attendants are released from duty once they have reached the credit limits as outlined in Article 5.23.25 above.
- 5.23.27 Once a reserve Flight Attendant is assigned a pairing from 'Open Time' they shall be permitted to operate the entire pairing. Any further assignment of flying shall be as per Article 5.23.11, 5.23.12 and 5.23.24.
- 5.23.28 A Flight Attendant on reserve who has not been awarded an assignment will, upon request, be granted a six (6) hour release for personal reasons subject to operational requirements. These requests for release will not be unreasonably withheld.

5.24 AIRPORT RESERVE

Preamble: The Company may designate reserve Flight Attendant(s) to stand Airport Reserve. The purpose of Airport Reserve is to protect the integrity of a flight in the following situations; last minute book-off, irregular weather operation, crew unavailability, crew misconnects, and crew requirements as a result of aircraft upguage.

- 5.24.01 A Flight Attendant may contact Crew Scheduling the night before as per Article 5.23.10 and state their preference for assignment to an Airport Reserve period.
- 5.24.02 Once a Flight Attendant has been assigned Airport Reserve duty they shall be released from all duty until the commencement of their assigned Airport Reserve period.
- 5.24.03 A reserve block holder may be required to report to the airport to remain on standby for possible flight assignment. The duty period, for limitation and pay purposes, will begin at the required reporting time. If a flight is operated, the flight Attendant will be paid:

- (a) The minimum duty day credit; or
- (b) The aggregate duty period; or
- (c) The actual flight credit, whichever is greater.

- 5.24.04 Airport standby will be rotated among reserve block holders to affect time balancing but will not be assigned to the same reserve Flight Attendant on more than two (2) consecutive days.
- 5.24.05 A reserve Flight Attendant will not be required to report for airport standby more than twice in any block month unless all other reserve at that base have in that month been required to report for airport standby twice.
- 5.24.06 Airport standby will be for a maximum of six (6) consecutive hours. Assignment may be made to a flight departing within this six (6) consecutive hour period. A Flight Attendant may be assigned to a flight(s) that departs up to three (3) hours past the six (6) hour reserve period. If no assignment is made, they will be released until the commencement of their next scheduled reserve period. If a Reserve Flight Attendant receives an assignment that they are able to complete prior to the scheduled end of their Airport Reserve period, they will be required to remain at the airport until the end of their assigned airport reserve period.
- 5.24.07 All base reserve must be utilized prior to the Company requiring an airport reserve Flight Attendant to accept an assignment that departs over three (3) hours from the time of assignment.
- 5.24.08 At no time will the flight departure go beyond the following: six (6) hours of reserve period plus three (3) hours = nine (9) hour airport reserve period.
- 5.24.09 A Flight Attendant who is on reserve for multiple reserve days may be assigned to a multi-day pairing from Airport Reserve.
- 5.24.10 Block holders will not be required to stand Airport Reserve when subject to reassignment.

5.25 OVER-PROJECTIONS

- 5.25.01 Over-projection means the situation that occurs when a Flight Attendant's actual credits in a month plus the projected credits for the remainder of the month's block award exceed ninety (90) credit hours. Credits outlined in Article 5.28.06 (e) shall not be included in over-projection credits.
- 5.25.02 It shall be the responsibility of Crew Scheduling or designate to ensure that credits that a Flight Attendant accrues throughout the month are tracked and recorded on a daily basis.
- 5.25.03 Any credits accrued that create an over-projection (e.g. reassignment, BG, assignment from reserve, or duty into a day off) shall be resolved by removing a pairing(s) or a portion of a pairing within the current bid period or the next month's bid period if elected by the Flight Attendant in accordance with the following:
 - (a) Flight Attendants will advise Crew Scheduling of such election and state their preference as to duty period dropped as soon as possible, but no later than 1400 the day prior to the release;

- (b) Flight Attendants may become eligible under these provisions due to irregular operations while flying. In such cases they will advise Crew Scheduling at the first opportunity upon becoming aware that they may be eligible and state their preference as to duty period dropped;
- (c) Requests made for over-projection after 1400 the day prior may be granted at the discretion of Crew Scheduling, when coverage is available.

Note: Credits outlined in Article 5.28.06 (e) shall not be included in over-projection. (Flight Attendants will choose the duty period dropped with the exception of statutory holidays, where a duty period will be dropped only if coverage is available).

5.25.04 Notwithstanding 5.25.03 above, the Flight Attendant's actual monthly credits may exceed their monthly maximum under the following provision:

- (a) On their last duty period of a month, a Flight Attendant may commence and complete said duty period provided that they will not exceed their monthly maximum by more than one-half ($\frac{1}{2}$) the blocked credit of their duty period. However, no Flight Attendant will depart their home base with more than their monthly maximum credits.

5.26 SCHEDULING RULES - SICK LEAVE BOOK-ON / RETURN TO DUTY

5.26.01 When a Flight Attendant has booked off and subsequently advises Crew Scheduling that they are fit to assume flight duty, they will be returned to their awarded pairing if they book on prior to 1200 hours the day prior to scheduled flying or before 1000 hours on the day of operation when the next flight is a continuous duty.

5.26.02 If the Flight Attendant fails to book back on by 1200 hours, they shall relinquish their pairing. They shall, at their option, choose from the following:

- a) At time of book on, Flight Attendants may choose to replace their sick pairing with another pairing(s) from 'open' flying through the electronic trip trade system (the same day(s) as the original pairing) prior to accepting reassignment (as per grid in Article 5.28);
 - (i) The pairing(s) chosen by the Flight Attendant can operate outside their original reassignment parameters as per Article 5.20.01(d) and 5.20.01(f). They will be permitted to do so provided they are legal in all respects;
 - (ii) The Flight Attendant may pick-up a pairing (or pairings) from the open pool that is less days than their original pairing; however, they shall be subject to reassignment for the remainder of the days that they were scheduled for on their original pairing.
 - (iii) Reassignment hours shall be base local hours of the original pairing.
 - (iv) Flight Attendants cannot pick up pairings from the open time pool that exceeds the number of days of their original booked off pairing.
 - (v) The Flight Attendant will not be subject to reassignment provided that they successfully pick-up a pairing(s) from the open time pool that covers the number of day(s) of their original pairing.

- b) Where a Flight Attendant, as a result of a book off due to illness, subsequently books back on and fails to pick up flying from 'open' flying, they will be subject to reassignment as follows:
 - (i) Such reassignment will be limited to the calendar days they would have operated had they not booked off;
 - (ii) Flight Attendants shall receive the credit value for the greater of the original pairing or the reassigned duty;
- c) In cases where a Flight Attendant has no sick time, and there is no 'open' pairing or reassignment duty, they will be required to sit reserve for the hours of their original pairing in order to protect their guaranteed daily credit hours.
 - (i) The Flight Attendant will be required to sit reserve for call-out in accordance with their original pairing.

Example of reserve times #1: Original 4-day pairing - Day 2 (check-in at 0800, check-out at 1600), Day 3 (check-in at 0600, check-out at 1800), Day 4 (check-in at 0600, check-out at 1400).

- (ii) In the event that the Flight Attendant is assigned reserve as per above and is not given an assignment, the Flight Attendant shall sit reserve for the original remaining duty periods of the day(s) they book back on. The assignment from reserve must be scheduled to check out by the check-out time of the last day of their original pairing.
- (iii) In cases where crew rest following an assignment prevents a Flight Attendant from beginning their reserve period, the commencement time will be adjusted accordingly.

Example #2: Using Example #1 above: If on Day 2, during the reserve period of 0800-1600 a Flight Attendant is assigned a single day pairing that checks-out at 2200, the Flight Attendant will resume their reserve period on Day 3 after twelve (12) hour crew rest at home base. Their new reserve call-out period for Day 3 will now be 1000-1800.

- (iv) A Flight Attendant assigned to reserve shall stand reserve for the hours of their originally scheduled pairing with the appropriate conversion to home base local time for check-in. I.e. original check-in is 0800 local time YVR- YYZ Flight Attendant has booked off and books back on: their new check-in time in YYZ is 1100.
- d) In cases where a Flight Attendant has booked off a pairing with a middle day with no scheduled flying (layover in excess of twenty-four (24) hours) the aggregate reserve and reassignment timeframe will commence ten (10) hours after the arrival at the original scheduled layover destination and continue until ten (10) hours prior to the original scheduled layover check-in the next day.

Example #3: 3-day pairing with a twenty-seven (27) hour layover on Day 2. The scheduled check-out time on Day 1 into Day 2 is 0200. The scheduled check-in time for Day 3 is 0500. The reserve / reassignment timeframe for Day 2 would be 1200-1900 that day.

5.26.03 When a Flight Attendant is ready to resume flight duty too late to allow them to bid for the next bid period, they will be assigned a reserve block.

5.27 BIDDING PROCEDURES

5.27.01 The bid package will be published and available in appropriate font size in adequate supply for each Crew Room no later than the tenth (10th) local time by 1700 of each month preceding each bid period.

(a) All changes to pairings must be published forty-eighty (48) hours prior to bid closing date. Upon mutual agreement between the Union and the Company, the closing bid date may be extended;

(b) In the event of a schedule change or error, the Union and the Company may elect to issue a new bid package and re-block the remaining days in the month in the bid period.

5.27.02 The bid closing date shall be not later than 0900 local time on the sixteenth (16th) day of the appropriate month.

5.27.03 Awarded blocks will be posted on the website not later than 1700 local time on the twenty-second (22nd) day of the appropriate month upon full implementation of PBS.

5.27.04 The bid publishing and closing dates can be moved forward as necessary by the Crew Planning department with the mutual consent of the Union Scheduling Committee(s) to accommodate new technology and/or, the block rework in the case of a blocking error.

5.27.05 The bid publishing and closing dates and schedule award dates may be extended by two (2) calendar days as required by the Company.

5.27.06 **Blocking Errors** - Blocking errors and conflicts shall not result in the Flight Attendant losing any of their minimum monthly guaranteed credits; however, they may be subject to reassignment. In the specific case of double blocking, the senior Flight Attendant will be given the choice of operating the flight or being subject to reassignment.

(a) Errors discovered after the blocks are published will be corrected and rectified to the mutual satisfaction of the Union and the Company prior to the commencement of the affected operating month. The Company will provide each Flight Attendant with a detailed Reasons Report explaining how PBS processed their bid preferences in awarding their schedule on the twenty-second (22nd) of each month.

(b) Flight Attendants will then have until the twenty-fifth (25th) at 1700 to identify errors to the Company after which time the blocks will be considered as final and have no further amendments made.

5.27.07 The bid package shall contain the list of pairings available for bidding as well as an information package.

5.27.08 The information package shall contain the following:

a) The names and seniority numbers of Flight Attendants by base known to require line indoctrination, training or check flight(s) and appropriate credits for the month;

- b) The names and seniority numbers of Flight Attendants by base on vacation, leaves of absence, on special assignment(s) or Union Committee days;
- c) The names of the Flight Attendants whose previous block caused an overlap into the next bid period, the overlap credit, day of end of duty and the time of end of duty;
- d) A list of all Flight Attendants at the base eligible to bid, along with their seniority number; and
- e) A pairing calendar;
- f) Time Bank availability;
- g) Stat time availability.

5.27.09 The pairing listings shall contain the following information:

- a) Pairing number;
- b) Pairing frequency showing the day of the month and the effective dates the pairing operates;
- c) Flight number;
- d) Local departure time at each station;
- e) Local arrival time at each station;
- f) Flight time for each leg;
- g) Local time at which duty ends;
- h) Total duty time;
- i) Pairing total flight time;
- j) Credit guarantees;
- k) Layover elapsed time;
- l) Name or identifier of hotel, where possible;
- m) Name and telephone number of the transportation company to/from hotel where possible;
- n) Hotel telephone number;
- o) Destination meals and expenses;
- p) Planned meal allowances per pairing;
- q) If deadheading, the deadheading flight number(s), local departure time(s), arrival time(s); elapsed time(s) and credit time(s);
- r) Aircraft type; and

- s) Crew complement coding; i.e. "FA" and "PU".

5.27.10 Monthly Scheduling Information:

- a) Calendar Display of awarded pairings, days off, vacation, training etc.;
- b) Total Credit for Month;
- c) Crew Identification (Flight Attendant seniority);
- d) Flight Attendant language qualification;
- e) Pairing Information;
- f) Reasons Report.

5.27.11 The information in the bid package will include the ability to bid Purser or Flight Attendant position on a pairing by pairing basis. The awarded positions will subsequently be identified on the blocks in a mutually agreed format.

5.27.12 If a Flight Attendant does not submit a current monthly bid, the Preferential Bidding System will revert to a Flight Attendant's default bid that all Flight Attendants are required to submit. The default bid shall indicate the type of flying, days off preferred and other personal preferences. The default bid will be submitted electronically into the Preferential Bidding System. A Flight Attendant may update/change their default bid at any time. No bids shall be accepted after the closing date and time.

5.27.13 In the event of a new computer system of bidding, the Company will provide members of the Union Scheduling Committee(s) with advanced training during establishment of this new system. The Company will pay for any necessary training for Scheduling committee members on a ratio of 1:100 Flight Attendants per base. As well, the Union Scheduling Committee(s) will be consulted in the development of new bid parameters as they are being established for the new computer system. New bid parameters must be mutually agreed upon between the Company and the Union.

5.27.14 The Company will pay for training of all scheduling committee members on an ongoing basis as required.

5.27.15 All Flight Attendants will be given the opportunity to automatically submit monthly bids electronically. The Company is required to supply computers dedicated for the purpose of electronic bidding. The Company will ensure, where possible, that all layover hotels provide complimentary internet access and access to computers for bidding purposes. Information contained in Articles 5.27.08 and 5.27.09 will be provided by established electronic and printed means which will inform Flight Attendants of all leaves, training and absences in any upcoming month.

5.28 ALTERNATE TRIP COVERAGE

5.28.01 Flight Attendants will be permitted to drop pairings from their schedule provided that they maintain a three (3) month rotational average of seventy (70) credits (adjusted taking into account Low Block Windows) subject to the 'note' below.

5.28.02 Reserve Flight Attendants will be permitted the ability to drop reserve shifts provided they do not create a lone reserve period more than once a month. Crew Scheduling will not unreasonably withhold the ability for a Flight Attendant to drop an additional day(s) down to a single day reserve. In order to trade or drop a day, Flight Attendants

must contact Crew Scheduling via telephone or email in order for this drop to be actioned. Reserve is not permitted to drop a day(s) into 'Open' time.

- 5.28.03 In order to ensure that a reserve Flight Attendant remains available to the Company for their published reserve schedule, they shall be restricted from picking up in excess of thirty-five (35) credit hours from the Open Time Pool or Trade Board unless they have completed all of their scheduled reserve days for the month.
- 5.28.04 In the event that a reserve Flight Attendant has completed their reserve shifts and still has credit time left in excess of thirty-five (35) credits, they shall be able to continue to pick-up in accordance with Article 5.28 from all sources to the one hundred and twenty (120) maximum allowable credits.
- 5.28.05 Flight Attendants will receive Block Growth (BG) when they have traded shifts provided they maintain the credit value of their originally awarded schedule.
- 5.28.06 Alternate trip coverage is subject to the following conditions:
- a) The Company will pay the applicable credits as per Article 5 to the Flight Attendant who works the pairings;
 - b) All expenses will be paid to the Flight Attendant who works the pairing(s);
 - c) Sick leave provisions will apply to the Flight Attendant who has agreed to work the pairing(s);
 - d) All contractual obligations are met;
 - e) Credits accrued as a result of Alternate Trip Coverage will not be calculated for eligibility for the following Articles: 5.12(Overtime), 5.25 (Over-projection), 5.23.25 (Reserve);
 - f) Flight Attendants shall not be permitted to accept a pairing through Alternate Trip Coverage when on vacation with the exception of when Flight Attendants use 'vacation credit carry-in';
 - g) Flight Attendants relinquishing their pairing to Alternate Trip Coverage are not permitted to hold their pairing in order to give it to a certain Flight Attendant. Pairings are awarded solely on a first-come, first-served basis;
 - h) The Company will restrict only the last day of the month for bidding on trades prior to the final schedule for the next month being published; however, if the changes to the Flight Attendant's schedule conflict with the following month's schedule, there will be no adjustment.

Note: The Company and the Union recognize that a Flight Attendant's ability to trade shifts with other Flight Attendants is acceptable but it is not intended to allow Flight Attendants to be absent from the workplace for extended periods of time

Note: Should the Company obtain an automated 'Real Time' interactive website, they shall enter into discussions with the Union on appropriate implementation features.

5.28.07 OPEN FLYING:

- (a) A Flight Attendant may drop, trade or pick-up from Company open time such that the monthly credit level is not less than seventy-five (75) credits or up to a maximum of one hundred and twenty (120) credits;

- (b) Drops are not intended to be used to obtain time off for calendar events that are common to all Flight Attendants without Crew Scheduling approval. Dates common to all Flight Attendants shall include statutory holidays and the associated weekend (e.g. statutory holiday is on Monday or Friday), the last ten (10) days of December, Mother's/Father's Day, Valentine's Day and Halloween;
- (c) Drops must be submitted via Company Trip Trade system for processing no later than seventy-two (72) hours prior to the effective date of the drop. Drops are guaranteed as long as they are not requested on the day(s) referenced above;
 - (i) Any drop requested within seventy-two (72) hours of the departure time, Crew Scheduling will have the discretion to action the drop;
 - (ii) The preference deadline to submit the request to pick up or swap from Open time will be 1500 hours (local time) day prior. The award time will be by 1700 hours (local time) the day prior.

Note: Jazz and the Union agree to a process review of 5.28.07(a) within six (6) months and again at twelve (12) months of implementation to evaluate behavior and operational risks.

- (d) Pairings that touch the last day of the month will be restricted from being dropped until the final schedule for the following month has been published.
 - (i) Open flying that remains after the schedule build has been completed, will be available for Flight Attendants to bid on in accordance with Article 5.28.07;
 - (ii) Flying will be awarded in seniority to Flight Attendants who have submitted a bid each day by 1500 (not 'day of');
 - (iii) Flight Attendants are able to place a bid for 'Open' flying that takes place at any time during the month and it will be awarded, in seniority, daily.

Example: A pairing is showing as available on the 10th of the month in the open time pool, a Flight Attendant can submit their bid for this flying as soon as it appears in the open time pool up until 1500 the day prior to when the flying is scheduled to operate. If this flying were available in the open pool on the 3rd of the month, it would be awarded, in seniority order, to any Flight Attendant bidding on it that day in conjunction with the parameters above.

- 5.28.08 Approval for open trades that occur on or over a statutory holiday is subject to Crew Scheduling discretion.
- 5.28.09 Flight Attendants are able to partially trade their pairing. There will be no limit on the number of partial trades provided they are requested on the 26th/27th (month prior) and the 14th/15th (month 'of') of each month's two (2) day submission period. The Company and the Union agree to review the possibility of increasing the number of times per month that partial trades may be actioned.
- 5.28.10 Flight Attendants may review the open time website to query open pairing(s). To place their bid for open pairing(s), the Flight Attendant must submit their bid using the automated Trip Trade Tool. Trades will be processed on the day of the request in order of seniority to those Flight Attendants bidding on open flights. Flight Attendants shall be eligible to bid for open pairing(s) subject to the following:

- a) A legal rest period has been observed, prior to operating an open pairing(s) and any duty for that day;
- b) The open pairing(s) will not cause them to exceed their monthly flight time limitation or duty limitation;
- c) Flight Attendant will be paid in accordance with actual or scheduled duty of the open pairing(s) operated;
- d) They will be available to cover their next scheduled pairing(s);
- e) Flight Attendants who pick up from Alternate Trip Coverage will be permitted to trade or swap this pairing with Open time as per Article 5.28.07;
- f) Flight Attendants are permitted in accordance with Article 5.28.07(a) to trade single day pairing(s) for a same single day pairing operating on the same calendar day or a continuous duty for another continuous duty provided it operates on the same day. This will be approved regardless of the calendar day. This must be requested and/or actioned at least one (1) day in advance.

5.28.11 Open pairing(s) shall be awarded to Flight Attendants daily as per the times specified below the day prior to scheduled operations.

Article:	Deadline to State Preference: (Base Local)	Award Time:
Article 5.26 (Book Back On)	By 1200 (day prior to pairing commencement)	NA
Article 5.26.01(book back on for CDO)	By 1000 (day of)	NA
Article 5.28.02 (Bid to pick-up from Open)	1701 (day prior to award day) until 15:00 on award day)	By 1700 (on award day)
Article 5.26 (FAs who book on after 1200 until 1500)	1201-1500	By 1700
Article 5.20 (Reassignment bid when notified by Crew Scheduling)	Until 1700 Contact Crew Scheduling by phone to state preferences	By 1830
Article 5.23 - Reserve (possible WDO)	By 1800	By 2030
Article 5.14 (WDO)	Ad hoc	NA
Article 5.20.02 (Airport Move Up)	Ad hoc	NA

- (a) Unassigned flying shall be awarded on the basis of seniority in the following order:
 - (i) Flight Attendants are permitted to place a bid for all published 'open' flying starting at 1701 the day prior to the award. Only the 'Open' pairings still in the pool after 1200 (on the day of the award) will be awarded in order of seniority to those Flight Attendants who placed a bid for flying that day;
 - (ii) Open flying bidding and awarding will be as per Article 5.28.07;

- (iii) Flight Attendants who book back on prior to 1200 the day prior to the commencement of their pairing shall be guaranteed their own pairing;
- (iv) Flight Attendants who book back on after the 1200 deadline, will be permitted to submit a bid for 'open' flying from 1200-1500 as per the table above. The submission must be done through the Trip Trade tool.

5.29 IN-CHARGE DESIGNATION

- 5.29.01 Every flight operated must include a designated In-charge. If a blocked In-charge is unavailable for a flight or pairing, the senior Flight Attendant scheduled for that flight shall work as In-Charge and be paid accordingly unless they elect to pass on the designation to the Flight Attendant(s) who are assigned under the following:
- (a) Trade with open flying; or
 - (b) Called out from reassignment; or,
 - (c) Reserve; or
 - (d) WDO for that flight.
- 5.29.02 If neither scheduled Flight Attendant(s) wishes to work as In-Charge the replacement Flight Attendant shall be assigned the In-Charge position.
- 5.29.03 In the event that an In-charge—relinquishes a pairing on a multi-crewed aircraft to another Flight Attendant, the In-charge position will be assumed in order of seniority to the Flight Attendants originally operating the pairing. The senior Flight Attendant shall have the option of staying in the Flight Attendant position if they were originally scheduled for that position. It is understood that in the application of this clause it will not result in the Company paying two (2) Flight Attendants the In-charge rate for the same flight.
- 5.29.04 In cases where neither of the originally scheduled In-charge or Flight Attendant are available for a pairing, the In-charge position will be awarded in seniority to those Flight Attendants called in to cover the pairing. The more senior Flight Attendant will be given the option to work either In-charge or Flight Attendant position.
- 5.29.05 The Flight Attendant electing to be In-charge will notify Crew Scheduling on the day the pairing operates.
- 5.29.06 The earliest the request to assume the In-charge position as per 5.29.03 and 5.29.04 above can be communicated to Crew Scheduling is the day the pairing is scheduled to commence.

5.30 PART-TIME FLIGHT ATTENDANT

- 5.30.01 Credit window of forty (40) to fifty (50) credits per month;
- 5.30.02 Overtime will be paid above fifty (50) credits (excluding trades between Flight Attendants and pairings picked up from other Flight Attendants);

- 5.30.03 Maximum credits permitted to be worked per month, inclusive of all hours, is sixty-eight (68) credits (from all sources - ten (10) hours from Open/trip trade add, one (1) WDO);
- 5.30.04 Limit by base to a maximum of twenty per cent (20%) of the base number;
- 5.30.05 Flight Attendants cannot withdraw from their Part-Time Block prior to the awarded end date except by mutual agreement of the Company and the Union following written request from the Flight Attendant;
- 5.30.06 Allowances (dry cleaning, shoe, uniform, sick time, vacation, stats), will be prorated by fifty percent (50%) according to the number of months part-time, Flight Attendants will be required to pay seventy-five percent (75%) of their benefit premiums;
- 5.30.07 Flight Attendants participating in a Part-Time Block earn full service credit towards VSP years of service;
- 5.30.08 The maximum number of WDOs each month (bid period) will be one (1) duty period;
- 5.30.09 Flight Attendants participating in a Part-time Block will be restricted from dropping their shifts in order to further reduce their monthly hours (cannot go below forty (40) credits);
- 5.30.10 The total of Part-Time positions will be bid on and awarded prior to the start of the annual vacation bidding process;
- 5.30.11 Requests for Part-Time Blocks will be awarded for a period of four (4) months, six (6) months or one (1) calendar year period at a time by seniority. These Part-Time Blocks will be subject to operational requirements;
- 5.30.12 Flight Attendants holding a Part-Time Block will be treated as a regular block holder or reserve block holder in all respects as outlined in Article 5 (Work Rules) unless otherwise stipulated in this Article;
- 5.30.13 Flight Attendants holding a Part-Time Block will be restricted from picking up more than ten (10) credit hours from 'Open time and/or trip trade add'. Flight Attendants may pick up from Trade Board as long as they do not exceed the sixty-eight (68) hour credit cap;
- 5.30.14 Flight Attendants holding a Part-Time block will be counted in the calculation of the percentage cap on the new hire wage grid;
- 5.30.15 Part-Time Blocks are awarded in order of seniority on a rotational basis in order for the program to be available to others. Flight Attendants previously holding a Part-Time Block will only be awarded subsequent Part-Time Block(s) in the event that there are no new requests and sufficient numbers remain available in the base;
- 5.30.16 In cases where the Company has declared layoffs, the Company is required to offer 'Reduced Blocks in Lieu of Layoff' with no compromising of benefits as per Article 12 of the Collective Agreement;
- 5.30.17 Participation in the 'Part-Time Block' program will be strictly on a voluntary basis;

5.30.18 All Articles of the Collective Agreement apply to those on Part-Time unless altered above.

5.31 PART-TIME FLIGHT ATTENDANT HOLDING RESERVE BLOCK:

5.31.01 Flight Attendants holding a part-time reserve schedule shall have twenty (20) days off per month;

5.31.02 The Company agrees that when a part-time reserve Flight Attendant reaches forty-eight (48) credit hours they shall be released from all duties until the commencement of their next month (excluding WDO). Such release shall be in accordance with the provisions of Article 5.25.03. At no time will a part-time reserve Flight Attendant exceed fifty-two and one-half (52.5) credit hours per month;

5.31.03 In order to ensure that a part-time Reserve Flight Attendant remains available to the Company for their published reserve schedule, they shall be restricted from picking up in excess of fifteen (15) credit hours from the open time pool or Trade Board unless they have completed all of their scheduled reserve days for the month;

5.31.04 All other conditions of Article 5.23 shall apply.

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ARTICLE 6 – CREWING PARAMETERS

- 6.01 Multi and single crewed aircraft will not be operated in the same pairing. IC and F/A positions will be crewed from the same base.
- 6.02 Notwithstanding the above, if the Company has a bona fide need to mix single and multi-crewed aircraft types on the same pairing it shall be with mutual agreement of the parties with the following exceptions:
 - 6.02.01 Upon introduction of new multi crewed aircraft in the Jazz fleet (e.g. Q400), the Company shall have the ability to mix with single crew aircraft (e.g. Dash 8 100/300) until the Company has begun to operate more than nine (9) aircraft. Upon introduction of the tenth aircraft, the Company will no longer be permitted to mix aircraft.
 - 6.02.02 Should Jazz experience a significant reduction in annual block hours below 360,000 (based on 6.0% of the 383,000 block hours from the 2010 annual CPA budget), the Company will be permitted to mix multi and single crewed aircraft in the same pairing for a temporary period. Once the flying levels increase above 360,000 block hours, the Company will no longer be permitted to mix single and multi-crewed aircraft in the same pairing.
- 6.03 In accordance with 6.02.02 above, should the Company mix multi and single crew aircraft in the same pairing the following obligations will apply:
 - 6.03.01 Jazz payroll system will be programmed to ensure the senior Flight Attendant on multi-crewed aircraft is paid the IC rate regardless of language qualifications.
 - 6.03.02 Jazz Preferential Bid System will be enhanced to allow the awarding of the IC position on flights which are designated French because of the multi-crewed aircraft sectors which fly to French destinations to the senior bidder at the Base regardless of language qualifications.
 - 6.03.03 The work rules of Airport Reserve will not be available to the Company.
- 6.04 The IC position will be awarded in order of seniority on multi-crewed aircraft despite language qualification, except in the case of Article 6.02.01 above, Article 6.03.01 and 6.03.02 shall apply.
- 6.05 The Company shall remove round-trip flights to a French designated route when it appears at the beginning or end of a multi-day pairing in order to prevent that pairing from receiving the 'French' designation. Additionally, the Company agrees to manually adjust those pairings with a round-trip to a French destination inside a multi-day pairing by splitting the pairing into separate pairings when the pairing passes through home base. For the purposes of clarity, this is a manual process and one hundred percent (100%) compliance may not always be achievable. Should the Company have the ability in the future to maximize the 'French' content in a pairing through the pairing optimizer they will endeavour to do so.

ARTICLE 7 - LAYOVER AND OTHER EXPENSES

7.01 LAYOVER EXPENSES

7.01.01 All Flight Attendants on flight duty, Deadheading or any other authorized Company business, shall be paid the following meal allowances, subject to the provisions of this section. Where expenses are incurred in the United States of America allowances shall be paid in U.S. dollars. Where expenses are incurred outside of Canada and the United States of America the Company and Union shall meet to discuss the appropriate meal allowance for that country.

7.01.02 A daily incidental allowance shall be paid for:

- (a) Any single Duty Period pairing of seven (7) hours or greater;
- (b) For each Calendar Day or portion thereof a multi-day pairing.

Note: The incidental allowance includes tips and gratuities.

- (i) Meal allowances for the Canadian and US zones shall be in accordance with the following: The rates are inclusive of tax.

Effective July 1st, 2015

	CDN \$ / US \$
Breakfast	\$15.54
Lunch	\$20.49
Dinner	\$32.51
Incidental	\$17.65
Total	\$86.19

Note: The above allowances shall apply to all stations except those locations where increased rates have been determined by mutual agreement.

- (c) In the application of meal allowances in this section, actual check-in and check-out times shall determine the appropriate meal allowance.
- (d) Notwithstanding 7.01.02(c) above an early arrival on the Flight Attendants last scheduled sector shall not reduce the published meal allowances.
- (e) At a Flight Attendants request, US allowances shall be deposited into the Flight Attendants US currency account; otherwise US allowances shall be converted to Canadian currency.
- (f) Starting July 1st, 2016, zonal meal allowances will increase by two percent (2%) annually with the adjustment date being July 1st.

7.01.03 SINGLE DAY PAIRINGS

- (a) Flight Attendants on duty for a single day pairing (or any other duty where the Flight Attendant's check-in and check-out for the duty period are at home base), shall receive the appropriate meal allowance in accordance with the following schedule:

Length of the Duty Period	Meals
(a) 4 to 0959 hours:	One (1) full meal
(b) Over 10 hours:	Two (2) full meals

Note: To determine which meal allowances will be paid, the following shall apply:

- 7.01.04 In the application of (a) above, when the check-out time at home base is prior to 1600(L) then the lunch allowance shall be paid. When the check-out time at home base is later than 1600(L) or the following Calendar Day then the dinner allowance shall be paid. In the application of (b) above one (1) lunch and one (1) dinner allowance shall be paid.

7.01.05 MULTI-DAY PAIRINGS

- (a) Flight Attendants on duty for multi-day pairings, (or any other duty where the rest period is not at home base) shall receive the appropriate meal allowance in accordance with the following.

FIRST DAY	
CHECK-IN TIME AT HOME BASE	ALLOWANCE PAID
Prior to 1600(L)	Lunch, Dinner
1600(L) or later	Dinner
MIDDLE DAY(S)	
	Breakfast, Lunch, Dinner
LAST DAY:	
CHECK-OUT TIME AT HOME BASE	ALLOWANCE PAID
Prior to 1000(L)	Breakfast
1000(L) to 1559(L)	Breakfast, Lunch
1600(L) or later	Breakfast, Lunch, Dinner

7.01.06 ZONE FUNDS ALLOCATION

- (a) On the first day of a multi-day pairing terminating in a zone other than the originating zone, the first scheduled arrival time (local) in that terminating zone, shall determine the U.S. meal allowance as follows:
 - (i) Arrival between 0200 and 1259 (inclusive): Lunch, Dinner; or
 - (ii) Arrival between 1300 and 0159 (inclusive): Dinner; and
 - (iii) All other meal allowances within this duty period shall be paid in the CDN zone.
- 7.01.07 On any day of a multi-day pairing originating and terminating in the same zone, the meal allowance shall be paid in the applicable zone's funds for breakfast, lunch, and dinner.
- 7.01.08 On the second and subsequent days of a multi-day pairing originating and terminating in different zones, the last scheduled departure time (local) from the originating zone that day shall determine the applicable meal allowance as follows:
 - (a) Departure before 1200 (noon): Breakfast; or
 - (b) Departure between 1200 (noon) and 1759 (inclusive): Breakfast, Lunch; or
 - (c) Departure after 1800: Breakfast, Lunch, Dinner; and
 - (d) All other meal allowances within this duty period shall be paid in the terminating zone.
- 7.01.09 All single day pairings shall be paid in CDN zone.
- 7.01.10 The amounts provided for each meal period for Flight Attendants shall not be less than those provided to the pilots for each meal period.
- 7.02 The provisions of Article 7.06 shall apply to Flight Attendants on layover for training.
- 7.03.01 It is agreed that Company transportation, airline limo, cab or other suitable transportation will be provided for all Flight Attendants who are required to report for duty or whose trip arrives at their home base between the hours of 0030 and 0430 local time regardless of the availability of public transportation to a maximum of fifty (50) kilometers.
- 7.03.02 The Company shall provide transportation between the check-in location and the terminal building if they are not within reasonable walking distance at airports based on existing distances.
- 7.03.03 At layover stations, where transportation is not provided within thirty (30) minutes after arrival, Flight Attendants may use other reasonable means of transportation and may claim reimbursement for such transportation provided that Crew Scheduling is notified that transportation has not arrived prior to making other arrangements.

7.04 AIRPORT PARKING

- 7.04.01 The Company agrees to pay the full cost of airport parking for Flight Attendants. In the event that a Flight Attendant lives in a city other than the designated base they may submit an expense claim (with receipts) and shall be reimbursed for the lesser of the actual monthly cost of parking or the cost of parking at their designated check-in locations.

7.05 HOTEL CREDIT

- 7.05.01 If a Flight Attendant is scheduled to overnight and does not require a hotel room, they will advise Crew Scheduling prior to 1600 hours local time at the overnight location in which case the Company will cancel their scheduled room and credit the Flight Attendant twenty dollars (\$20.00) per night. Such monies shall be paid monthly and shall not be less than specified by the pilots.

7.06 MILEAGE

- 7.06.01 Where a Flight Attendant uses their own car for company authorized purposes it is agreed that mileage shall be compensated in accordance with current Company policy.

7.07 TRAVEL DOCUMENTS

- 7.07.01 The Company shall pay (for any non-probationary Flight Attendants) full costs of required visas, passports (including expedited fees), medical fees, inoculations, for Flight Attendants on Company business.

ARTICLE 8 - PROBATION

8.01 PROBATIONARY PERIOD

- 8.01.01 All new Flight Attendants shall be required to serve a probationary period of six (6) months from the last day of the initial training course including Transport Canada required line indoctrination(s). This period will be extended by the length of any period of absence in excess of fourteen (14) consecutive days.
- 8.01.02 A Flight Attendant shall not be required to serve more than one (1) probationary period as stated in Article 8.01.
- 8.01.03 Except as otherwise provided herein a Flight Attendant shall during the probationary period be regarded as coming within the scope of this Agreement and shall enjoy all rights and benefits of this Agreement.

8.02 DISCHARGE, DISCIPLINE or RETENTION

- 8.02.01 It is the sole and exclusive right of the Company to make decisions with respect to the discharge or discipline for cause, or retention of a Flight Attendant during the probationary period (subject to the grievance procedure).

ARTICLE 9 - SENIORITY - GENERAL

9.01 ACCRUAL OF SENIORITY

- 9.01.01 A Flight Attendant's seniority shall begin to accrue from the first day of the regular initial ground training course. Seniority shall be determined by the drawing of lots with the exception of currently employed staff transferring into the Bargaining Unit whose Company seniority will prioritize them to the top of their training class. Seniority of all Flight Attendants shall be on a system wide basis.

9.02 RETENTION OF SENIORITY

- 9.02.01 A Flight Attendant, once having established a seniority date in accordance with this Agreement, shall not lose that date, except as provided in the Agreement.

9.03 USE OF SENIORITY

- 9.03.01 Seniority shall govern all Flight Attendants in their retention in case of reduction in force, vacations, their assignment, or re-assignment due to expansion or reduction in schedules consistent with the employee scheduling procedures, their re-employment after release due to reduction in force and their choice of vacancies.
- 9.03.02 This clause will apply, except as otherwise stipulated in this Agreement.

9.04 LOSS OF SENIORITY

- 9.04.01 A Flight Attendant will forfeit seniority rights and their name shall be removed from the seniority list for the following reasons:
- (a) Resigns;
 - (b) If an employee is discharged and the employee is not reinstated through the grievance procedure or arbitration;
 - (c) Fails to return from an authorized leave of absence as per the agreed conditions without just cause;
 - (d) Laid-off for a period in excess of five (5) years;
 - (e) When an employee retires pursuant to the Company's retirement policy.

9.05 TRANSFERS TO POSITIONS OUTSIDE THE BARGAINING UNIT

- 9.05.01 A Flight Attendant who is transferred or promoted outside the Bargaining Unit to a managerial position shall not retain-seniority;
- 9.05.02 Seniority shall not govern, in any respect, transfers to non-flying duty or assignments to non-flying duty, supervisory duty or special assignment duty.

9.06 CONTINUOUS SERVICE

A Flight Attendant's Company service date may coincide with the beginning of continuous service to the Company, in any position, but this period may not be used for the purpose of seniority as a Flight Attendant.

ARTICLE 10 - SYSTEM SENIORITY LIST

- 10.01 Seniority list: Flight Attendant system seniority lists shall be prepared by the Company as of April 1st annually and published electronically on the Company website. This list will identify each Flight Attendant by name in seniority sequence, and it shall include:
- (a) Company employee number;
 - (b) Company service date;
 - (c) Date of entry into the scope of the Agreement;
 - (d) Adjusted date of seniority if applicable.
- 10.02 An addendum to the Employee System Seniority List shall be published October 1st. Such addendum shall reflect the deletion or addition of names, as the case may be, and shall be published electronically on the Company website, with hard copies provided to the Union or Crew Room.
- 10.03 Flight Attendants shall have thirty (30) calendar days after the posting of each list or addendum in which to protest in writing to the Company any alleged omissions or errors affecting their seniority, but such protests shall be confined strictly to errors or changes occurring subsequent to the posting of the last system seniority list. After all protests have been considered and any adjustments found necessary have been made, such lists shall be revised accordingly and shall be binding on all Flight Attendants affected. Adjusted seniority lists shall be copied to each Local Union. Where a Flight Attendant is on vacation, leave of absence or out of the country or on sick leave at the time of posting they may protest within thirty (30) days after their return to duty.
- 10.04 Flight Attendants' names shall appear on the seniority list regardless of their probationary status.
- 10.05 The system seniority list shall subsequently be divided into a base seniority list for bidding and vacation purposes for each base. All base seniority lists shall be available electronically on the Company website with a hard copy to the Union.

ARTICLE 11 - TRANSFER TO POSITIONS INSIDE / OUTSIDE OF THE BARGAINING UNIT

11.01 TRANSFER TO SUPERVISORY / MANAGERIAL POSITIONS

- 11.01.01 Seniority shall not govern transfer to non-flying Supervisory/Managerial duty;
- 11.01.02 Selection of Flight Attendants for Supervisory/Managerial positions shall be at the discretion of the Company;
- 11.01.03 A Flight Attendant who is transferred or promoted to Supervisory/Managerial duty shall not retain seniority.

11.02 TRANSFER TO SPECIAL ASSIGNMENT POSITIONS

- 11.02.01 Seniority shall not govern transfer to non-flying special assignment duty. These positions shall not be supervisory. A Flight Attendant on special assignment of any type shall not be involved in the discipline of any Flight Attendant.
- 11.02.02 Preference shall be given to Flight Attendants who are requesting re-assignment due to pregnancy or nursing, and to employees requiring modified work.
- 11.02.03 Selection for short and long-term special assignments shall be at the discretion of the Company. Special Assignments of ninety (90) days or more shall be published to Flight Attendants and all applications shall be considered.
- 11.02.04 The specific working conditions applicable to the assignment shall be confirmed in writing to the Flight Attendant with a copy to the Union prior to the commencement of the special assignment.
- 11.02.05 Flight Attendants transferred or promoted to positions not directly associated with Flight Attendant functions and Flight Attendants in non-supervisory In-flight positions shall accrue and retain seniority for a period not more than two (2) years unless extended as per Article 11.02.07.
- 11.02.06 A short-term temporary assignment is one that lasts for less than ninety (90) days.
- 11.02.07 Long-term special assignments will normally be limited in duration to two (2) years. Flight Attendants who bid and are awarded special assignments and whose special assignment has terminated cannot re-apply for a special assignment until twelve (12) months of active line duty have been completed unless mutually agreed between the Union and the Company for a shorter period or there are no other interested applicants.

Note: The above Article is not intended to be utilized for the purposes of training.

11.03 FLIGHT ATTENDANT RECRUITMENT ASSISTANT SPECIAL ASSIGNMENT

- 11.03.01 The Company agrees to form a Flight Attendant hiring committee for the purpose of conducting initial interviews of employment candidates. All Flight Attendants will be eligible to apply for this special assignment. The length of the assignment to this committee cannot exceed two (2) years.

11.04 TRANSFER TO TRAINING POSITIONS

- 11.04.01 Seniority shall not govern transfer to non-flying training assignment duty. These positions shall not be supervisory.
- 11.04.02 Selection for training assignments shall be at the discretion of the Company. Training assignments shall be published to Flight Attendants and all applications shall be considered. Where a Flight Attendant who bids on the position is not accepted, the Company will advise the candidate accordingly and if requested, in writing.
- 11.04.03 Part-time training positions will be bid on and awarded to interested Flight Attendants with more than one (1) year of service. Training assignments will normally be limited in duration to two and one-half (2.5) years with a possible extension to five (5) years. Flight Attendants who bid and are awarded training assignments and whose assignment has terminated cannot re-apply for a training assignment until twelve (12) months of active line duty have been completed unless mutually agreed between the Union and the Company for a shorter period.
- 11.04.04 The extension of a Trainer's term in the Training Department will be subject to the Union's agreement. This agreement cannot be unreasonably withheld. Where a Trainer is due for renewal, and where the Union has cause for concern, the Company and the Union will jointly review trainer assessments.
- 11.04.05 Part-time Trainers shall be required to fly a minimum of thirty-seven and a one-half (37.5) credit hours per month. The thirty-seven and one-half (37.5) credited hours will include vacation, reserve, and sick leave. Trainers may fly less than thirty-seven and one-half (37.5) credit hours in a month in extenuating circumstances if mutually agreed between the Company and the Union.
- 11.04.06 The specific working conditions applicable, to the part-time training assignment shall be confirmed in writing to the Flight Attendant with a copy to the Union prior to the commencement of the training assignment.
- 11.04.07 A Flight Attendant on training assignment shall not discipline any Flight Attendant. Notwithstanding the above, Flight Attendant Trainers will only be required to provide information to the Company with regard to non-compliance with Transport Canada training regulations.
- 11.04.08 Flight Attendants on training assignment shall be subject to a yearly evaluation. Class evaluations completed by Flight Attendants shall be considered in the yearly evaluation, and may be provided to the Union when issues arise. These evaluations will be collected in a confidential manner to ensure the privacy of the Flight Attendants completing them. The Company will consider information provided by the Union when determining whether or not to return the Flight Attendant to their full time flying position.
- 11.04.09 At no time will Trainers be permitted to provide training to anyone other than Flight Attendants covered under the terms of this Collective Agreement unless prior permission is received from the Union. Trainers will be permitted to facilitate training courses where there are a combination of Flight Attendants and other Company employees.
- 11.04.10 Each training day shall have a minimum credit value of five (5) hours.
- 11.04.11 Part-time Trainers are out of the scope of this Collective Agreement while performing the part-time trainer role.

- 11.05 Any Flight Attendant leaving the Bargaining Unit for any reason provided under this Article and retaining seniority shall not have the right at any future time to exercise this seniority in accordance with any provision of this Agreement to effect a return to the Bargaining Unit if any Flight Attendant in the Bargaining Unit is then on non-voluntary laid-off status or if this would result in the lay-off of any Flight Attendant in the Bargaining Unit. In this circumstance only the Flight Attendant returning to the Bargaining Unit will revert to lay-off status until they are able to exercise their seniority to accept recall in accordance with Article 12.

ARTICLE 12 - REDUCTION IN FORCE

In the event that the Company deems layoffs will be required and has shown the Union evidence of same, it is agreed between the Union and the Company that all offers of voluntary leave of absence are addressed prior to reduced blocks being offered. If there are not sufficient leaves of absences to mitigate the layoffs, reduced blocks will be offered. Reduced blocks in lieu of layoff are strictly on a voluntary basis by the employee

12.01 REDUCED BLOCKS IN LIEU OF LAY-OFF

12.01.01 When Reduced blocks are offered they will be established and constructed as follows:

- (b) The Company will determine the number of reduced blocks that may be built in any bid period per base;
- (b) Reduced blocks will be constructed to have a credit level between forty (40) and fifty (50) credits per month. Blocks will be built within a five (5) credit window around the specified blocking average;
- (c) Requests for reduced blocks will be awarded in accordance with the monthly bid package;
- (d) Flight Attendants holding a reduced block will be treated as a full block holder or reserve block holder in all respects as outlined in the Collective Agreement;
- (e) A reduced block holder will not receive the minimum monthly pay guarantee of seventy-five (75) credits. Their published credit will be used as their minimum monthly guarantee;
- (f) Flight Attendants holding a reduced block may only volunteer for overtime one (1) day per month.

12.01.02 When it is determined that there will be a reduction in the total system positions, the Company will issue a bulletin to all Flight Attendants advising them of the requirement for reductions. Prior to any layoffs, all surplus Flight Attendants will be first dealt with through attrition, voluntary severance options, leave of absence programs, and any other mitigation programs as may be agreed to between the parties. Possible mitigation vehicles could include, but are not limited to:

- (a) Reduce maximum monthly scheduled block system-wide;
- (b) Job sharing (individual reduced blocks);
- (c) Leaves;
- (d) Wet leases;
- (e) Early retirement incentives;
- (f) Vacation purchase; or
- (g) Government assistance programs (i.e. E.I. supplement).

- 12.02 When there is to be a reduction in force at a base, Flight Attendants will be laid-off at that base in reverse order of seniority.
- 12.03 Flight Attendants will receive notice, in writing, as far in advance as possible, but in no event less than twenty-one (21) days prior to the effective date of lay-off. A lay-off notice dated and mailed at least three (3) days prior to the twenty-one (21) day period of effective notice required shall fulfill the time requirements of this provision. The Union shall receive a copy of all lay-off notices.
- 12.03.01 Failure to provide the above notice as specified would result in fourteen (14) days' pay to the Flight Attendant.
- 12.04 A notice shall contain the following information:
- (a) Effective date of lay-off;
 - (b) Any known vacancies in the system existing on the date of the notice; and,
 - (c) The number of Flight Attendants at each base who are junior and who are expected to remain employed after the effective date of lay-off.
- 12.05 A Flight Attendant, in receipt of lay-off notice, will be laid-off at the base of their last permanent assignment unless they exercise their seniority to:
- (a) Accept any vacancy in the system provided they notify the Company of their decision within fourteen (14) days of receipt of lay-off notice;
 - (b) Bump any junior Flight Attendant in the system provided that they advise the Company of their decision to bump the junior Flight Attendant within fourteen (14) days of receipt of lay-off notice;
- Note:** The only criterion for bumping is seniority. There shall be no reason, which shall prohibit a Flight Attendant from exercising their seniority. The only exception is if a Flight Attendant elects to bump into a designated OLA Province, it is understood that said Flight Attendant must attend, complete, and achieve the necessary French language designation in order to remain an active employee at that base. Flight Attendants who are unsuccessful as per the above will again be permitted to exercise their seniority under this Article.
- (c) For the period of time between the failure to attain the necessary language qualification until said Flight Attendant reports to their new location they will be paid the minimum monthly guarantee or portion thereof in accordance with Article 4.01. If the Flight Attendant has insufficient seniority to exercise their rights under this Article, they will be placed on laid-off status;
 - (d) Only a Flight Attendant who elects to bump the most junior Flight Attendant in the system will be eligible for the provisions of Article 15 as described therein. Any Flight Attendant taking this option waives the right of recall to their original base except for as in (b) above; or
 - (e) Accept a severance in accordance with Article 12.13.
- 12.06 When a Flight Attendant exercises their seniority to bump in accordance with Article 12.04(b), the junior Flight Attendant who has been bumped will be given notice in accordance with Article 12.02.

- 12.07 Flight Attendants who elect to exercise their seniority in accordance with Article 12.04(a) or (b) above, shall be expected to fill the vacancy or position at their new base effective the first month where the Flight Attendant is able to bid a full schedule. However, no Flight Attendant who elects to change their base in accordance with this Article will be required to commence duties at their new base with less than two (2) days free from duty (as per Article 5.19, Days Off) since the last duty day at their previous base.

Example of Reduction in Force Timelines

Layoff Effective Date: August 17th

Layoff Notice Dated: July 1st

By July 14th Flight Attendant elects either option a, b, c, d

August Schedule= Existing Base

September Schedule= New Base

Layoff Effective Date: September 14th

Layoff Notice Dated: August 21st

By September 7th Flight Attendant elects either option a, b, c, d

Already has Sept Schedule

October Schedule= New Base

Note: It is understood that the benefits provided in this Article are in addition to those provided in Article 14.11.

- 12.08 Flight Attendants who have been laid-off must confirm their current address with the Company within two (2) weeks of such lay-off, and they shall promptly advise the Company in writing of any change of address.
- 12.09 Flight Attendants, laid-off due to a reduction in force, shall continue to accrue seniority for the duration of the layoff, but length of service for sick leave shall not accrue during the period of lay-off. Flight Attendants will not continue to accrue seniority for the purposes of vacation and pay progression.
- 12.10 At the request of the Flight Attendant, the Company will continue providing benefits subject to the Group Insurance Policy, i.e. dental, medical, extended health, provided that the employee pays the full cost of the premiums (on a monthly basis) through pre-authorized electronic debit. This shall be arranged in advance of the effective date of lay-off.
- 12.11 Prior to any reduction in force which results in group lay-offs, the Company shall notify the Union as early in advance as possible of the action being taken in order to enable the parties to discuss possible ways of avoiding a lay-off or minimizing the adverse effects of lay-off.
- 12.12 Flight Attendants' rights under this Article shall terminate at the end of five (5) years from the effective date of lay-off or immediately upon the acceptance of severance in accordance with Article 12.05(e). The Flight Attendant on lay-off status shall be deemed severed from the employ of the Company, unless re-employed with the Company within this period.
- 12.13 Should the services of a Flight Attendant who has completed one (1) year of employment be terminated due to technological change, base closure, complete Company closure or for medical reasons, the Flight Attendant will be entitled to a severance package equivalent to two (2) weeks' pay per year of Company service or pro-rata thereof. This amount will satisfy any requirements for severance payments provided for under the Canada Labour Code.

ARTICLE 13 - RECALL

- 13.01 A Flight Attendant holding laid-off status shall be notified by the Company by registered mail or Commercial Courier Service to the last address filed with the Company of every available Flight Attendant assignment at every base as per Article 14. Such notice(s) shall be copied to the Union. Any temporary assignments will be subject to the terms of Article 14.10.
- 13.02 A laid-off Flight Attendant may decline a temporary vacancy. A Flight Attendant who accepts a temporary vacancy will retain the right to receive recall notice to any permanent vacancy which may arise. A Flight Attendant who declines a temporary vacancy will retain the right to receive recall notice to any vacancy which may arise.
 - 13.02.01 Failure to notify the Company within the stipulated time limits will be considered a rejection of the temporary vacancy.
- 13.03 The Company will action SOPs in order of seniority as per Articles 14.03 and 14.04.
 - 13.03.01 A Flight Attendant recalled to a permanent vacancy at their own base must accept the recall within the time limits stipulated hereunder. A Flight Attendant, who fails to respond to a recall under this Article or who rejects permanent vacancy at their base, shall have their name removed from the seniority list and thereafter shall be deemed to have resigned.
 - 13.03.02 A Flight Attendant on laid-off status, who is willing to accept a vacancy at another base, must file a Statement of Preference in accordance with Article 14.05.
 - 13.03.03 If any Flight Attendant accepts a temporary assignment at other than their base, they shall be returned to their base (last point of permanent assignment) upon completion or termination of the assignment.
- 13.04 All laid-off Flight Attendants who have SOPs on file will have five (5) business days from the date that the notice is delivered at the Flight Attendant's last known address, to notify the Company as to their intention to accept or refuse the vacancy. Any laid-off Flight Attendants with SOPs who are offered a permanent vacancy at their home base must either accept it or be removed from the seniority list.
- 13.05 A Flight Attendant on lay-off who accepts a recall or a vacancy shall have ten (10) business days from the date the recall is confirmed or the vacancy is awarded to report for duty at the designated base. The ten (10) business day period may be reduced or extended by agreement between the Company and the Flight Attendant.
 - 13.05.01 Flight Attendants who have accepted a vacancy or are recalled prior to the bid closing date for the following month's schedule shall be permitted to bid their schedule in accordance with the bidding process.
 - 13.05.02 Flight Attendants accepting a vacancy or are recalled after the bidding has closed for the month, will be assigned a reserve block.
- 13.06 If vacancies still exist after exhausting all SOP options, the Company will then recall as per Article 13, Recall. Flight Attendants holding laid-off status at the base where the vacancies exist will be notified, in order of seniority, that they are subject to recall. Where there are no SOPs on file accepting any of the above noted vacancies, these vacancies will be filled in reverse order of seniority by those on laid-off status at their

base. Recalled Flight Attendants must accept a permanent vacancy or be removed from the seniority list.

- 13.07 A Flight Attendant who accepts a permanent vacancy will not be permitted to reverse their decision. A Flight Attendant who accepts a temporary vacancy will not be permitted to reverse their decision, except under extenuating circumstances and as reviewed and accepted by the Company.
- 13.08 The Company shall not hire any new Flight Attendants until all Flight Attendants on laid-off status have been offered an opportunity to accept re-employment under the provisions of this Article.
- 13.09 A Flight Attendant's rights, under this Article shall terminate at the end of five (5) years from the effective date of the lay-off, and the Flight Attendant shall be deemed severed from the employ of the Company unless re-employed with the Company within this period.
- 13.10 Any Flight Attendant recalled to a permanent position will be guaranteed a minimum of two (2) months' work.
- 13.11 Every Flight Attendant who has been laid-off or who otherwise has accepted a mitigation measure in lieu of the layoff (i.e. special leave of absence) shall be entitled to a total of five (5) years recall rights.

ARTICLE 14 - FILLING OF BASE VACANCIES

14.01 The Company will determine if a vacancy is required to be filled at a base. When there is a vacancy to be filled at a base or a new base is opened (either temporary or permanent) the Company shall determine if the vacancy is:

- (a) Short term vacancy, less than one (1) month;
- (b) Temporary vacancy, a known absence greater than (a) above, but less than six (6) months; or
- (c) Permanent vacancy, six (6) months or more.

Exceptions: Notwithstanding 14.01(b) above, all vacancies resulting from the absence of a Flight Attendant due to leaves of absence or maternity/child care leave shall be considered a temporary vacancy. In addition, vacancies to meet increased staffing requirements occurring on a seasonal basis because of additional aircraft and/or the re-assignment of aircraft to a particular base for a period of up to six (6) months will be considered a temporary vacancy.

14.02 Short-term vacancies shall be filled by the assignment of reserves from one base to another.

14.03 **Temporary vacancies at any existing base shall be filled in the following order:**

- 14.03.01 In order of seniority to active or laid-off Flight Attendants with a Statement of Preference (SOP) for that base;
- 14.03.02 A Flight Attendant who bids a vacancy notice posted in accordance with Article 14.09;
- 14.03.03 A graduate from a training class to the standards approved in accordance with the Company's operating certificate.

14.04 Permanent vacancies shall be filled in order of seniority by:

- 14.04.01 In order of seniority to Flight Attendants with a Statement of Preference (SOP) on file for that base regardless of status provided that there is a planned return to work date;
- 14.04.02 A Flight Attendant who bids a vacancy notice posted in accordance with Article 14.14;
- 14.04.03 A graduate from a training class to the standards approved in accordance with the Company's operating certificate.

Note: Each vacancy under Article 14.04 above will be filled separately commencing with Article 14.04.01.

14.05 Flight Attendants (including those holding laid-off status) who desire to fill vacancies at bases may file a Statement of Preference electronically stating:

- 14.05.01 The base or bases in order of preference to which they desire to fill a vacancy;
- 14.05.02 Whether they will accept a permanent or temporary vacancy; or both,
- 14.05.03 The Company will acknowledge electronically in writing to the Flight Attendant, the receipt of their Statement of Preference (SOP) for a vacancy.

- 14.06 A Statement of Preference will not be considered unless it is on file on or before the date the Company commences actioning of Statements of Preference for a vacancy.
- Note:** Flight Attendants on laid-off or inactive status who do not have access to the Company systems must ensure a hard copy of their Statement of Preference (SOP) is maintained at all times. The Company will respond in writing to acknowledge receipt of the SOP.
- 14.07 A Flight Attendant will not be allowed to retract bids on posted vacancy notices after the closing date and time stipulated in the notice, nor will they be allowed to reverse their decision once they have accepted a vacancy awarded as a result of a Statement of Preference, unless mutually agreed between the Company and the Flight Attendant.
- 14.08 Utilizing the Company's electronic form a Flight Attendant shall maintain on file a Statement of Preference. The Statement of Preference will become active on the date it is submitted and will remain as such until changed by the Flight Attendant. It is the Flight Attendant's responsibility to ensure the currency of information submitted.
- 14.09 A Flight Attendant on initial assignment with the Company may file a Statement of Preference, but the request need not be acted upon by the Company during the probationary period, specified in Article 8.01.
- 14.10 When a Statement of Preference is actioned, the Flight Attendant may refuse to accept the vacancy, provided they do so within five (5) business days of the Company actioning said Statement of Preference (SOP).
- 14.11 The Company shall maintain the database with all Flight Attendant Statements of Preference on file. The electronic Statements of Preference will be copied to the Union who will be responsible to provide the Company with a designated email address.
- 14.12 When a Statement of Preference is actioned, the names of Flight Attendants involved will be posted as soon as possible at each base, a copy of which shall be sent to the Union.
- 14.13 When required pursuant to Article 14.01, notice of vacancies shall be posted as far in advance as possible at all bases. The notice will contain the following:
- 14.13.01 Location;
- 14.13.02 Approximate number and/or type of vacancies available;
- 14.13.03 Date of commencement and if temporary, estimated length of vacancy; and,
- 14.13.04 Deadline date after which bids will not be accepted. Such date will not be less than seven (7) days (exclusive of Saturdays, Sundays or General Holidays) after the posting of a vacancy notice.
- 14.14 Bids shall be submitted electronically, in accordance with the terms of the vacancy notice. In order to complete the award, no changes to the Statement of Preference will be permitted after the closing date of the notice as Article 14.13.04 above.
- 14.15 A Flight Attendant who has been assigned a short term vacancy or accepts a temporary assignment away from home base shall be reimbursed for living expenses in accordance with Article 7 (accommodation, meal allowance and layover expenses).

A Flight Attendant will also receive a telephone allowance of fifteen dollars (\$15.00) per week or the equivalent of one (1) fifteen (15) minute phone call per week, whichever is greater, for the duration of the temporary position.

- 14.16 For Flight Attendants who are assigned short term or temporary transfers under Article 13.02 of the Agreement, the Company will grant, upon request, positive space passes to their domicile within Canada. A Flight Attendant on a temporary position at another base upon request will be provided with positive space passes on Company routes to their home base during days off. The reimbursement for living expenses will only continue on days off if the Flight Attendant remains at the temporary base on their days off.
- 14.17 If a temporary vacancy remains in effect in excess of six (6) months, and it is apparent it will become permanent it shall be filled in accordance with Article 14.04.
- 14.18 A Flight Attendant who accepts a temporary vacancy at other than their base, shall be returned to their base (last point of permanent assignment) at the termination of the vacancy.
- 14.19 A Flight Attendant shall be allowed a reasonable period between the time they are relieved of their duties and the time they are required to report at the new location. Such time shall be established in advance and have regard to the means of travel.

14.20 MOVING DAYS

- 14.20.01 In addition, the time allotted to Article 14.19 above, a Flight Attendant shall be granted Moving Days and thus shall be released from all duty for a period of seven (7) consecutive calendar days at such time as the Flight Attendant deems necessary (subject to mutual agreement) for the establishment of a new domicile at the location of the new assignment.
- 14.20.02 The Flight Attendant shall be given the option of taking seven (7) consecutive calendar days or splitting the seven (7) days into two (2) parts. The Flight Attendant shall be granted the Daily Standard Credit for each calendar day.
- 14.20.03 The Flight Attendant shall provide notice to the Company prior to bidding of a schedule for the month where these days will be taken. If the request is given to the Company after the Flight Attendant has bid for the month such request will be granted in extenuating circumstances where the Flight Attendant provides an explanation as to why notice could not be given prior to bidding which is deemed reasonable by the Company. In the event the Flight Attendant is permitted to take their Moving Days after the blocks have been constructed, they will receive credit for any duty period(s) dropped as if flown according to the schedule in lieu of a Daily Standard Credit for the seven (7) day period. Article 14.11 shall be applicable to all transfers within the department, except transfer as a result of mutual base exchange(s).

14.21 MUTUAL BASE EXCHANGE

- 14.21.01 Two (2) or more Flight Attendants who have completed their probationary period and who have filed a Statement of Preference will be allowed to exchange bases subject to Company approval and seniority, on a mutual exchange basis. All costs associated with such an exchange will be borne by the Flight Attendant(s) involved. Such exchange(s) will not create or fill a vacancy and will not be unreasonably withheld.
- 14.22 Moving Days afforded to a Flight Attendant under Article 14.20 must be utilized within twenty-four (24) calendar months of the effective date of transfer.

ARTICLE 15 - RELOCATION AND TRANSPORTATION

- 15.01 Flight Attendants who transfer from one base to another pursuant to Article 14 shall pay their own moving expenses to the new base, except as provided in Article 15.02, except that the Company will furnish free space available air transportation on the Company's system for such Flight Attendants and members of their immediate family in accordance with the Company's Travel policy.
- 15.02 Flight Attendants who relocate at the Company's request, from one base to another base or as a result of base closure or partial closure, the Company will bear transportation costs, moving expenses of household goods, reasonable interim living expenses, and real estate fees of the employee and immediate family members as outlined below. (In addition, if the base is being reduced and the Company is forcing Flight Attendants to relocate to another base, a Flight Attendant who volunteers to relocate in lieu of a Flight Attendant forced to move shall have their moving expenses paid in lieu).
- 15.02.01 The expense of moving household and personal effects by a legitimate cartage company. The Company agrees to pay actual moving expenses including packing and unpacking of personal effects. The mover to be used shall be chosen by obtaining three (3) quotes, one of which must be from a mover under contract to the Company. The Flight Attendant shall then be able to choose any mover if they are willing to pay the additional amount above the Company's contracted mover's quote. The Company agrees to maintain a reputable intercity mover under contract, such as Allied, Mayflower, or United Van Lines.
- 15.02.02 All reasonable accommodation (sourced through an approved Company Vendor) and living expenses for a period of thirty (30) days. Said period may be utilized where there is a delay in taking possession of a new household, or during the fifteen (15) credits outlined in Article 15.02.07, Time off.
- 15.02.03 Expenses related to the installation and transfer of utilities.
- 15.02.04 Expenses of positive space passes for all immediate family for the purposes of relocation and space available passes for commuting to the previous domicile until complete relocation as related to 15.02.02 above.
- 15.02.05 Flight Attendant and spouse will be entitled to up to two (2) space available passes to the new base for house hunting purposes. It is expected that these trips will be done during the Flight Attendant's scheduled days off and/or between assignments.
- 15.02.06 Other relative expenses which are considered reasonable including the costs of terminating any lease or tenancy agreements but excluding damage deposits.
- 15.02.07 TIME OFF** - In accordance with Article 14.20, in addition, a maximum of fifteen (15) credit hours paid time off, subject to operational requirements and individual circumstances, will be granted to allow the Flight Attendant to house or apartment hunt and relocate to the new location.
- 15.03 BASE CLOSURE**
- 15.03.01 Notification of base closure or complete transfer must be made by the Company, in writing, to the Union and the Flight Attendant so affected, at least forty-five (45) days prior to any such action.

- 15.03.02 Bumping - In accordance with Article 12, Reduction in Force.
- 15.03.03 Severance – Should the Flight Attendant see fit to decline the opportunity to bump, or if there are no job openings within the Company available, such Flight Attendant may resign, and if so shall be paid severance pay on the basis of two (2) weeks' wages for each year of service or fraction thereof.

ARTICLE 16 - OPERATIONAL DISRUPTIONS

16.01 PREAMBLE

- 16.01.01 It is agreed that it is normally in the mutual interest of the Company and employees to provide for the maintenance of regular operations of the Company during periods of disruptions.

16.02 OPERATIONAL DISRUPTION DEFINITION

- 16.02.01 An Operational Disruption is a situation where the revenue passenger operations of the Company are reduced or suspended for reasons beyond its control caused by a work stoppage whether internal or external directly affecting the operation.

- 16.03 As a result of an operational disruption, the Company may place Flight Attendants surplus to requirements at any base on off-duty status in reverse order of seniority. Notwithstanding the above, the Company has the ability to place on off-duty status at the base employees out of seniority order to account for employees on layover in accordance with Article 16.04.

16.04 OFF-DUTY STATUS

- 16.04.01 The Company will consult with the Union in advance of placing any Flight Attendant on off-duty status.

- 16.04.02 NOTICE- Where the Company places Flight Attendants on off-duty status under the provisions of this Article, a minimum of forty-eight (48) hours advance notice shall be provided to each employee placed on off-duty status.

- (a) The effective date of off-duty status will not be earlier than the effective date of the operational disruption;
- (b) Notice may be provided verbally and confirmed later in writing;
- (c) Where the Company is unable to verbally contact an employee at their home address to provide this notice; notice will be provided by registered mail to the address on file with the Company.

- 16.04.03 Effective Date - Once notified, Flight Attendants shall be placed on off-duty status as follows:

- (a) 001 hours after legal rest on arrival at home base, if on duty away from home base and notified prior to departure or at layover point; or
- (b) At 0001 hours on the calendar day after the forty-eight (48) hours notice has expired; or
- (c) At 0001 hours on the day after the termination of a scheduled vacation period, if notified prior to or during vacation; or
- (d) Where notice has been received and has expired prior to the effective date of the operational disruption, the Flight Attendant so affected will remain on the payroll twenty-four (24) hours following the effective date of the operational disruption or twenty-four (24) hours after termination of legal crew rest, whichever is later.

- 16.04.04 Conditions - Once off-duty status is implemented, the following conditions shall be applicable:

- (a) Sickness - Sick Leave Credits will not apply;
- (b) Vacation – Flight Attendants will be returned to the payroll for scheduled Vacations;
- (c) Vacation/General Holiday Accumulation shall continue during off-duty status;
- (d) Seniority/Pay Progression Seniority and length of service shall continue to accrue for all purposes including pay progression;
- (e) Insurance Premiums - The Company will maintain its share of insurance premiums and will also maintain the applicable Flight Attendant share. The Flight Attendant's share will be subject to reimbursement by payroll deduction following the Flight Attendant's return to the payroll. For the purposes of calculating benefit premiums during the Flight Attendant's absence from payroll average earnings from three (3) months preceding off-duty status shall be used;
- (f) Point of Contact - Flight Attendants on off-duty status must advise the Company of a current point of contact.

16.05 RESUMPTION OF OPERATIONS

- 16.05.01 Recall from off-duty status shall be in order of Flight Attendant seniority by base, on the basis of operational requirements. Flight Attendants shall be contacted verbally at their last available point of contact and advised of their recall. If no contact can be made, notice by courier will be sent.
- 16.05.02 Flight Attendants will be placed back on the payroll as of the date of normal resumption of operation if they are available on that day.
- 16.05.03 Flight Attendants who cannot be contacted under the terms of Article 16.05.01 will be placed back on the payroll at 0001 hours following the date of contact or earlier if they are available to pick up their blocked flight on the day of contact.
- 16.05.04 Flight Attendants are expected to report for duty within forty-eight (48) hours of resumption of operation. Flight Attendants who do not report within forty-eight (48) hours from time of notification may be required to substantiate their late reporting.

16.06 LONG TERM DISRUPTIONS

- 16.06.01 In the event that any operational disruption continues or appears to be likely to continue in excess of one (1) month, the Company and the Union shall review the desirability of implementing the provisions of Article 12, Reduction in Force.

ARTICLE 17 - VACATIONS

17.01 For the purpose of calculating and recording annual vacation a “vacation year” has been established. The year begins January 1st and ends December 31st. Annual vacation will be earned and taken in the same year as one works.

17.02 VACATION ENTITLEMENT

17.02.01 Length of Service with the Company for paid vacation entitlement and progression will not be retarded for any reason unless otherwise stipulated in this Agreement.

17.02.02 Entitlements in the vacation years during which anniversaries occur are as follows;

1 st Anniversary year:	Pro-ration of fourteen (14) days as per Article 17.03
2 nd Anniversary year:	Fourteen (14) calendar days or four (4) percent of gross income, whichever is greater.
3 rd to 5 th Anniversary years:	Twenty-one (21) calendar days or six percent (6%) of gross income, whichever is greater.
6 th to 9 th Anniversary years:	Twenty-eight (28) calendar days or eight percent (8%) of gross income, whichever is greater.
10 th and over Anniversary years:	Thirty-five (35) calendar days or ten percent (10%) of gross income, whichever is greater.

17.03 Notwithstanding Article 17.02 above, any Flight Attendant who is not scheduled to and who does not work a full “vacation year” will have the vacation entitlement pro-rated for that year, except as otherwise provided for by this agreement. The pro-ration formula is as follows;

Number of Days on the Payroll

X

Article 17.02, Service Entitlement

=

Vacation Entitlement Rounded Up

365

17.03.01 Time off duty on account of illness and non-occupational injury, not exceeding ninety (90) calendar days in a vacation year shall be included in the computation of service for vacation entitlement and vacation progression purposes.

17.03.02 Time off duty on account of injuries as covered by Worker’s Compensation Board of each Province shall be included in the computation of service for vacation entitlement and vacation progression purposes.

17.04 GENERAL HOLIDAY ENTITLEMENT

- 17.04.01 General Holidays will be accrued on the basis of four credits (4:00) for the following ten (10) statutory holidays to a maximum of forty credits (40:00) per year.

New Years Day	Good Friday
Thanksgiving Day	Remembrance Day
Christmas Day	Labour Day
Canada Day	Victoria Day
Boxing Day	Civic Holiday

- 17.03.02 A Flight Attendant will be entitled to general holidays as **noted** above, if they were on payroll at the time of the general holidays.

- 17.04.03 In the event that a Flight Attendant wishes to be paid out financially for general holidays, they may do so by a written request to Crew Planning. Payout may take place once the general holiday has been earned.

Note: Flight Attendants who are scheduled to, and work, on Christmas Day will be paid at double time (2x).

- 17.05 Vacation and general holiday periods shall be taken in the vacation year in which the vacation and general holiday entitlement is earned.

- 17.06 A Flight Attendant who is unable to take their vacation as awarded as a result of being on laid off status at the time when such vacation or general holiday period(s) are scheduled shall be given:

- 17.06.01 A choice of either taking pay in lieu of vacation or general holiday period(s) at the commencement of lay-off or at any time during the lay-off upon application to the Manager, In-flight service;

- 17.06.02 A new vacation or general holiday award if recalled on/or before November 1st, subject to the availability of vacation or general holiday period(s) at the base and the requirements of service;

- 17.06.03 Notwithstanding the above; the Company shall have the right to pay a Flight Attendant in lieu of vacation or general holiday period(s) if such Flight Attendant is not recalled before December 31st of any year.

17.06.04 CREDITS

(b) Laid-off Flight Attendants who take pay in lieu of vacation as per 17.06.01(a) shall be paid two percent (2%) of their total wages earned during the period to which the entitlement applies for each week of vacation and general holidays due, pro-rated for a part month;

(b) Flight Attendants who do not take pay in lieu of vacation in accordance with Article 17.06.02(a) but elect to take vacation on return to duty will be paid in accordance with Article 17.07.

- 17.06.05 A Flight Attendant who is unable to commence their awarded vacation or general holiday period(s) due to illness or injury, or jury/witness duty, shall bid and be awarded available open vacation as set down herein. However, if the Flight Attendant does not return to duty on or before December 31st of any year the Company shall have the right to pay such Flight Attendant in lieu of vacation or general holiday period(s) awarded for that year.
- 17.06.06 A Flight Attendant who takes a parental leave pursuant to Article 18 may request their outstanding vacation and general holiday period be changed in accordance with Article 18.10.
- 17.06.07 Notwithstanding the rules specified in this Article in extenuating circumstances the Company and the Union, by mutual agreement, may make special arrangements to suit the individual. Such arrangements may include payment in lieu of vacation or general holiday period(s), deferment within the same vacation year or the ability to trade vacation periods with another Flight Attendant.
- 17.06.08 Vacation and general holiday periods once awarded may only be altered by a Flight Attendant with the concurrence of the Company.
- 17.07 Flight Attendants who are entitled to annual vacation as determined by Article 17.02 and general holidays as determined by Article 17.04 may split the actual entitlement as follows:

Total Actual Entitlement (after pro-ration)

0-7 calendar days	1 period
8-14 calendar days	1 or 2 periods
15-21 calendar days	1, 2 or 3 periods
22-28 calendar days	1, 2, 3, or 4 periods
29-35 calendar days	1,2,3,4, or 5 periods
36 calendar days plus	1,2,3,4,5,6, or 7periods

Note: No splits shall be less than four (4) calendar days.

17.08 BID AND AWARD PROCEDURES

- 17.08.01 No later than August 15th of each year the Company will publish by base:
- (a) Vacation entitlement for each Flight Attendant (with or without pay) to be taken in the following year (if a period of vacation entitlement will be without pay the Flight Attendant is not obligated to take that time off); and,
 - (b) Number of Flight Attendants allowed to take vacation at any one time;
 - (c) The designated time and date for each Flight Attendant's automated bid.
- 17.08.02 Flight Attendants will be required to submit their vacation preferences for the following vacation year electronically (or by phone until such time as a mutually agreed to

automated bidding system is implemented) during the Flight Attendant's assigned bidding time. This bidding will normally commence on September 15th but at no time later than October 30th. Should the requirements deem these dates not feasible the Company and the Union will mutually agree on changes of the dates.

- 17.08.03 When a Flight Attendant becomes aware that they have failed to submit their vacation bid during their designated time slot, they can bid and be awarded their choice from the remaining open slots as soon as they access the vacation bidding system during the appropriate round.
- 17.08.04 If the Flight Attendant does not submit a bid during the entire awarding process, they shall be assigned vacation from the remaining open slots and general holidays will be banked.
- 17.08.05 New hire Flight Attendants who have successfully completed their line indoctrination with the Company prior to the start of the annual vacation bid process will be eligible to participate.
- 17.08.06 The number of vacations allocated each month is established by the Company. A minimum of one-three hundred and sixty fifth (1/365th) of the total yearly vacation (including stats) earned by each Flight Attendant will be available for bid each month.
- 17.08.07 If after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given month will be made by mutual agreement between the Company and the Union. The Company will notify Flight Attendants electronically of open vacation slots through the monthly vacation bid process.
- 17.08.08 All awards will be posted as soon as all bidding is complete but no later than December 1st. All awards shall be considered final once posted.
- 17.08.09 Flight Attendants shall have the ability to take their vacation or stat time as a monthly 'credit carry-in' versus blocking the days. Notification of the Flight Attendant's choice to have days as a 'credit carry-in' will occur during the annual vacation build and during the monthly open vacation process.
 - (a) Flight Attendants who have elected to take their vacation as credit carry in during the annual vacation build have the ability to convert their vacation back and forth between vacation credit carry-in and blocked vacation days during the monthly vacation bid process.
- 17.08.10 Flight Attendants may elect to have vacation previously planned to be converted to 'credit carry-in' in whole or in part with the understanding that the time that remains on their line will not be less than four (4) calendar days in order to be able to bid up to three (3) GDOs.
- 17.08.11 Flight Attendants who are awarded vacation time during December 24th – 31st do not have the option to 'credit carry-in' their vacation.
- 17.08.12 All vacation cancellations within the current bid period shall be filled in accordance with Article 17.08.13. All vacation cancellations in the next or subsequent bid periods shall be included in the monthly open vacation bid process.
- 17.08.13 In the event that the Company determines that additional vacation periods are available during the vacation year a Flight Attendant may indicate their desire to change their vacation award. A Flight Attendant may express such vacation

reassignment preference by submitting a vacation reassignment bid at any time after the initial awards. Available vacation periods will be awarded in accordance with seniority.

- 17.08.14 Flight Attendants transferring to a new base will retain the vacation or general holiday date(s) originally awarded to them if available at the new base. Where a change of date(s) is necessary, the Flight Attendant will be allowed to re-bid, during the monthly open vacation bid process.
- 17.08.15 All vacation periods will commence at 0001 and end at 2359 but shall not be subject to home base crew rest. They shall be free of all duty, including WDOs. The exception being Flight Attendants required for Union responsibilities at their own discretion. In these circumstances the Flight Attendant and the Company shall agree on alternate vacation days. Vacation periods lost for Union responsibilities not at the Company's request will not be compensated by the Company.
- 17.08.16 When bidding for vacation entitlement electronically through the live bid system, Flight Attendants will have the opportunity to view and bid for all open slots available to them at that time. When submitting a standing bid in the absence of accessing the bid system during their bid slot, it is recommended they include a broad "date range", alternate dates and minimum number of days acceptable to ensure enough flexibility such that their bid can be awarded in accordance with availability and seniority.
- 17.08.17 A Flight Attendant may bid up to a maximum of three (3) guaranteed days off in conjunction with each scheduled vacation period. These guaranteed days off will take precedence over requests of Flight Attendants more senior who do not have vacation or statutory holidays in the bid period. Limitations to utilize up to three (3) guaranteed days off for vacation periods is subject to Article 5.19, Days Off.
- 17.08.18 Flight Attendants may elect to bid any portion of general holiday entitlement with their annual vacation bid; however, vacation and general holidays shall be bid separately. Vacation shall be bid in its entirety by seniority. Once all vacation bids have been awarded, Flight Attendants may bid by seniority, their general holiday entitlement.

17.09 CREDITS

- 17.09.01 During the vacation and general holiday periods, a Flight Attendant shall be credited for pay and limitation purposes as follows:

- (a) For monthly blocks: two (2) hours and fifty (50) minutes per day for pay and flight time limitations.

17.10 GENERAL HOLIDAYS

- 17.10.01 Flight Attendants will earn credits for general holidays in accordance with Article 17.04 General Holiday Entitlement.
- 17.10.02 The flight credit earned in 17.10.01 above will be placed in the Flight Attendant's time bank.
- 17.10.03 The Flight Attendant may request general holiday time off in three (3) ways:
 - (a) All general holidays bid as per Article 17.08.15 will be converted by using the following formula: forty (40) hours divided by daily standard credit; or,

- (b) The Flight Attendant may request time off in advance of the blocks being published. The Flight Attendant should request four (4) credit hours off for each calendar day of time off desired; or
- (c) The Flight Attendant may request time off after publication of the blocks by requesting specific days off. The amount debited from their general holiday bank will depend on the credit taken off, i.e. a request for a six (6) credit day off will result in a debit to their bank of a value equal to six (6) credit hours.

- 17.10.04 Once the general holiday is awarded the credit value will be deducted from the bank.
- 17.10.05 Flight Attendants can request that any or all associated statutory credits earned and deposited in their bank for the year to be transferred into their sick bank.

ARTICLE 18 – LEAVES OF ABSENCE

18.01 DISCRETIONARY LEAVES OF ABSENCE

- 18.01.01 When the requirements of service permit, a Flight Attendant may, upon written request, be granted a Leave of Absence for a period not in excess of two (2) years. Requests received prior to the first day of the month preceding the block period will be considered in order of seniority. Leaves of Absence will be approved in writing not later than the date the pairings are published. It is understood that a request for a compassionate Leave of Absence which occurs during the block month may be granted, although other request(s) pursuant to this Article have been refused. It is further understood that requests for Leaves of Absence which become available during the block period or were available, but not requested prior to the first day of the preceding month will be granted in order of receipt, except that request(s) received on the same day will be considered in order of seniority.

Note: Leaves of Absence which are granted without pay in accordance with the above will not create a pay advantage to the employee because of the minimum monthly guarantee.

- 18.02 Flight Attendants who have been granted a Leave of Absence pursuant to Article 18.01 will continue to accrue seniority during such periods of approved leave. Salary and vacation progression will be retarded after six (6) months. Salary and vacation progression will not be retarded for any leaves offered in lieu of layoff.

- 18.03 Leaves of Absence on account of illness or injury will not retard salary or vacation progression and vacation entitlement will be as per Article 17.05.

- 18.03.01 A Flight Attendant returning from extended sick leave must have been declared fit by a medical physician before returning to line duty. A copy of the medical clearance must be supplied to Occupational Health Services prior to the commencement of duties. A Flight Attendant will be compensated the Daily Standard Credit for each calendar day from the period of medical fitness as noted above until the commencement of training and will therefore not suffer any loss in pay pending the completion of any Transport Canada Required Training.

Note: If there is a delay in attending training after the Flight Attendant's return to work date, for reasons other than the availability of training, said period will be unpaid.

- 18.04 Prior to operating as a Flight Attendant, they must pass the Emergency Procedures Training Examinations, if their qualifications have lapsed. The Company will provide such training as soon as practical following notice of the Flight Attendant's intent to return to duty. In order to prevent loss of pay a Flight Attendant may voluntarily take their emergency procedures training during their leave of absence.

- 18.04.01 A Flight Attendant who voluntarily elects to take Transport Canada required training during a leave of absence will be credited with the total time involved for training and will be paid upon return to work. There will be no pay for travel to or from such training.

- 18.05 Flight Attendants on leave of absence from the Company must not engage in other gainful employment without prior written permission from the Company and the Union, provided that the leave of absence can be granted in accordance with Article 18.01. Applications to engage in gainful employment will not be unreasonably withheld. Flight Attendants who engage in employment contrary to the intent of this Article, may be terminated.

- 18.06 In the event of a national emergency a Flight Attendant granted leave of absence for the purpose of serving in the Canadian Armed Forces or for the purpose of engaging in essential war work with the Government or other employer shall be governed by the provisions of the re-instatement in Civil Employment Regulations, as amended or other applicable law. Such Flight Attendant shall retain and continue to accrue seniority and service for pay purposes during such absence.
- 18.07 A Flight Attendant returning from leave of absence shall be re-instated at their base in accordance with the seniority and other related provisions of this Agreement.
- 18.08 In the event a discretionary leave of absence must be rescinded the Company will provide four (4) weeks written recall to duty. It shall be the responsibility of the Flight Attendant to provide an up-to-date address and telephone number to the Company during the period of the discretionary leave.

18.09 LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

- 18.09.01 Every Flight Attendant shall be granted a leave of absence from employment in accordance with Article 18.09.02 and Article 18.09.03.
- 18.09.02 Subject to the Canada Labour Code provisions where a Flight Attendant provides her employer with a certificate of a qualified medical physician certifying that she is pregnant, and where said medical physician offers objective medical information which states continuing any of her current job functions may pose a risk to her health or to that of the fetus or child, she shall be granted a leave of absence from employment which shall commence on the date specified by the employee and end not later than seventeen (17) weeks following the actual day of her confinement. In accordance with Article 18.09.07 (a) and 18.09.07 (b), the Company reserves the right to require an employee who elects to continue flying while pregnant to provide, every two (2) weeks, the Occupational Health Department with a certificate from her personal physician stating that she is fit to perform flight duty.
- 18.09.03 Subject to Article 18.09.04, where a Flight Attendant has or will have the actual care and custody of a newborn child, that Flight Attendant is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks commencing, as the Flight Attendant elects;

(a) In the case of a female employee:

- (i) On the expiration of any Leave of Absence from employment taken by them under Article 18.09.02;
- (ii) On the day the child is born; or
- (iii) On the day the child comes into her actual care and custody.

(b) In the case of a male employee:

- (i) On the expiration of any Leave of Absence from employment taken in respect of the child by a female Flight Attendant under Article 18.09.01;
- (ii) On the expiration of any Leave of Absence from employment taken in respect of the child by a female Flight Attendant who is entitled to such leave on account of their pregnancy under the laws of a province;
- (iii) On the day the child is born;
- (iv) On the day the child comes into his actual care and custody;
- (v) Subject to Article 18.09.04, where a Flight Attendant commences legal proceedings under the laws of a province to adopt a child or obtains an order

under the laws of a province for adoption of a child that Flight Attendant is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks commencing on the day the child comes into the Flight Attendant's care.

- 18.09.04 The aggregate amount of leave of absence from employment that may be taken by two (2) Flight Attendants under Article 18.09.03 in respect of the birth or adoption of any one (1) child shall not exceed thirty-five (35) weeks.
- 18.09.05 Every Flight Attendant who intends to take a Leave of Absence from employment under Article 18.09.02 and 18.09.03 shall:
- (a) Give at least four (4) weeks' notice, in writing, to the employer unless there is a valid reason why such notice cannot be given; and
 - (b) Inform the employer in writing of the length of leave intended to be taken.
- 18.09.06 Every Flight Attendant who intends to take or is on leave of absence from employment under Article 18.09 shall give at least four (4) weeks' notice in writing to the employer of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.
- 18.09.07 Subject to Article 18.09.07 (a) and the provision of the Canada Labour Code (CLC), no employer shall require a Flight Attendant to take a leave of absence from employment because the Flight Attendant is pregnant.
- (a) An employer may require a pregnant Flight Attendant to take a Leave of Absence from employment, if the Flight Attendant is unable to perform an essential function of her job and no appropriate alternative job, within their medical restrictions, is available for that Flight Attendant.
 - (b) A pregnant Flight Attendant, who is unable to perform an essential function of her job and for whom no appropriate alternative job within their medical restrictions is available, may be required to take a leave of absence from employment, only for such time as she is unable to perform that essential function.
 - (c) If the Company is concerned with the pregnant Flight Attendant's ability to perform the essential functions of her Flight Attendant duties, an assessment will be conducted with the Occupational Health Department to determine fitness.
- 18.09.08 Every Flight Attendant, who intends to or is required to take a Leave of Absence from employment under Article 18.09, upon written request, shall be informed, in writing, of every employment, promotion or training opportunity that arises during the period when the Flight Attendant is on Leave of Absence from employment and for which the Flight Attendant is qualified. For this purpose, "informed in writing" shall mean that the Company will grant access to the recruitment website for job postings.
- 18.09.09 Every Flight Attendant, who takes or is required to take a Leave of Absence from employment under Article 18.09, shall be re-instated to the classification and the base that the Flight Attendant occupied when the Leave of Absence commenced. The Flight Attendant shall receive all increases in wages and benefits to which the Flight Attendant would have otherwise been entitled.
- a) The Group Insurance of any Flight Attendant, who takes or is required to take a leave of absence from employment under Article 18.09, shall be permitted Group

Insurance coverage as per the Group Insurance policy provisions during the period of the leave for a maximum of seventeen (17) weeks under the provisions of Article 18.09.02 and a maximum of thirty-five (35) weeks under the provisions of Article 18.09.03;

- b) Where a monetary contribution is normally required of a Flight Attendant for the Flight Attendant to be entitled to a benefit referred to in Article 18.09.09(a), the Flight Attendant will provide the Company with the necessary banking information for direct withdrawal for the full applicable costs of the benefits;
- c) Where a Flight Attendant exceeds seventeen (17) weeks of leave under the provisions of 18.09.09(a), they may elect to maintain their applicable Group Insurance, provided that they provide the Company with the necessary banking information for direct withdrawal for the full applicable cost of the benefits for the period in excess of seventeen (17) weeks;
- d) For the purpose of establishing coverage for Group Insurance of a Flight Attendant, who fails to pay the monetary contribution required by Article 18.09.09(b) employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before their absence;
- e) For the purposes of calculating benefits of a Flight Attendant, who takes or is required to take a leave of absence from employment under this Article, other than benefits referred to in Article 18.09.09(d), employment on the Flight Attendant's return to work, shall be deemed to be continuous with employment before their absence.

18.09.10 Notwithstanding the above, a Flight Attendant may request all previous year earned vacation that was scheduled within the period of the leave and all statutory holidays and carry-over days off owed, be taken either at the commencement or end of Childcare Leave. This request will be granted, provided that notice is given in accordance with Article 18.09.06 above and is subject to operational requirements if subsequently changed. A Flight Attendant shall not be permitted to carry over into the following vacation year any of the aforementioned outstanding time off.

18.09.11 The Company shall not dismiss, suspend, lay-off, demote or discipline a Flight Attendant because the Flight Attendant is pregnant or has applied for leave of absence in accordance with Article 18.09 or take into account the pregnancy of a Flight Attendant or the intention of a Flight Attendant to take Leave of Absence from employment under Article 18.09 in any decision to promote or train the Flight Attendant.

18.09.12 Additional Child Care Leave

- (a) At the request of the Flight Attendant, a Flight Attendant may elect to extend their parental leave for a period of three (3) months without pay;
- (b) A leave of absence up to two (2) years, without pay, commencing upon the expiration of the leaves specified in Article 18.09.02 and 18.09.03 will be granted to a Flight Attendant, upon written request, when their health or that of their child requires it. The Company requires a written request be accompanied by a certificate of a qualified medical physician;
- (c) A Flight Attendant who has completed six (6) months of continuous employment and who has under the laws of the Province adopted a child, shall be granted a

leave of absence without compensation of a maximum of twenty-four (24) weeks beginning at the Flight Attendant's option.

- 18.09.13 The seniority of such Flight Attendant shall continue to accrue for the entire duration of any leaves taken under the provision of Article 18.09.

18.10 PATERNITY LEAVE

- 18.10.01 A Flight Attendant whose partner has given birth or who has adopted a child will be granted two (2) days of paid paternity leave at the time of birth of their child or on the date when the child is brought home. For any additional time lost from a blocked pairing as a result of this clause, the Flight Attendant will stand reserve and their pay will be protected. Should a Flight Attendant choose not to stand reserve, the additional time lost will be without pay.

18.11 BEREAVEMENT LEAVE

18.11.01 Bereavement Leave

If the Company is informed of a death occurring in the immediate family of a Flight Attendant on duty, the Company will immediately request the Flight Attendant concerned to contact their family without providing an explanation.

- 18.11.02 Flight Attendants will be granted Bereavement Leave in accordance with the following:

(a) Where there is a death of their:

- Partner, Spouse;
- Parent or step-parent;
- Child or step-child.

All Flight Attendants shall be granted a leave of seven (7) calendar days commencing on the day immediately following the day of death or notification of death whichever comes later. Scheduled working days falling within this period will be treated as paid days of leave.

(b) When there is a death of a member of the immediate family (for the purposes of this Article immediate family means:

- Sisters, brothers;
- Sisters-in-law, brothers-in-law;
- Son-in-law, daughter-in-law;
- Grandparents;
- Grandchildren;
- Parents-in-law, legal guardian; or
- Any relative permanently residing in the employee's household or with whom the Flight Attendant resides.

All Flight Attendants shall be granted a leave of five (5) calendar days commencing on the day immediately following the day of death or notification of death whichever comes later. Scheduled working days falling within this period will be treated as paid days of leave.

(c) In the case of the death of any other relative, Flight Attendants are entitled to one (1) working day with pay which may be taken on the day of the funeral or on the

day immediately following the day of death;

- (d) One (1) additional day with pay shall be allowed for out of town travel in excess of two hundred (200) kilometers. Two (2) additional days without pay shall be granted upon advisement to the Company;
- (e) For any additional time lost from a blocked pairing as a result of the applications of this Article, a Flight Attendant shall stand reserve and their pay will be protected. Should a Flight Attendant choose not to stand reserve, the additional leave will be without pay;
- (f) Extended leaves of absence for compassionate purposes will be seriously considered and given preference over other leave requests. The Flight Attendant will continue to retain and accrue seniority;
- (g) Pass travel for bereavement purposes will be as per Company policy.

18.12 COMPASSIONATE LEAVE

- 18.12.01 Up to three (3) consecutive days with pay may be granted for any emergency situation which the Company considers to be legitimate compassionate grounds. Any such leave over three (3) days necessitated by distance of travel or granted for any other reason considered by the Regional Manager, Inflight Services to be valid shall be without pay. Time bank may be used at the Flight Attendant's request;
- 18.12.02 For any additional time lost from a blocked pairing as a result of the applications of this Article, a Flight Attendant shall stand reserve and their pay will be protected;
- 18.12.03 Extended leaves of absence for compassionate purposes will be seriously considered and given preference over other leave requests. The Flight Attendant will continue to retain and accrue seniority;
- 18.12.04 Additional Company unpaid compassionate leaves may be granted by the Company. In special circumstances the Company may grant leave with pay.

18.13 MARRIAGE LEAVE

- 18.13.01 The Company shall grant, upon written request from the Flight Attendant, up to five (5) consecutive days off, for an employee to attend their own wedding. It is understood that these days off will be part of the minimum guaranteed days off. Upon request, substantiation may be required.
- 18.13.02 A Flight Attendant shall be granted a leave of absence without pay to attend the wedding of a member of their immediate family, subject to operational requirements.

18.14 JURY DUTY - WITNESS DUTY

- 18.14.01 Flight Attendants will be granted time off due to jury duty, coroner's inquest, court witnesses civil or criminal, and will be carried on the payroll with pay. The provisions of this clause shall not apply to any Flight Attendant who, of their own volition, directly or indirectly has an interest in the court proceedings.
- 18.14.02 The Company will compensate a Flight Attendant for the actual loss of salary when they appear as a witness before any Court, Board, Commission or Administrative Tribunal to testify on matters related to their work or employment with the Company.

Note: Witness: Means a person called by subpoena as a witness to testify under oath or affirmation before one of the above mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.

- 18.14.03 On receipt of payment from the court for such duties, the Flight Attendant must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the court specifically for meals, travel and other such expenses).
- 18.14.04 The Flight Attendant's pay deposit will be reduced by an amount equal to that received from the court (excluding monies allowed by the court specifically for meals, travel and other such expenses).
- 18.14.05 Time off to attend these proceedings shall be without loss of seniority.

ARTICLE 19 - SICK LEAVE

- 19.01 The parties to this Agreement acknowledge that the sick leave plan provided for in this Article is intended solely to protect Flight Attendants in the event of sickness or injury; however, up to twenty (20) hours per year, from their sick bank, may be utilized for personal family care credits. Sick leave credits will be expressed in terms of flying hours.
- 19.01.01 Family care credits may be used due to illness or injury of a child, spouse, or for an unforeseen family emergency for which the Flight Attendant is required to address during work hours. Where a Flight Attendant elects to use family care credits and such requirement is known in advance, they shall inform Crew Scheduling as early as possible.
- 19.02 On the first day of the month following completion of three (3) full months of service with the Company, each Flight Attendant will be credited with a pro-ration of forty-five credit hours (45) to a maximum of one hundred and sixty (160) credit hours. All Flight Attendants who have not reached the maximum hours in their sick bank will receive up to forty-five (45) hours each January 1st for the life of the Collective Agreement.
- 19.03 Utilization of sick leave credits will be limited to a period of seven (7) consecutive calendar days commencing with the first scheduled work day on any one (1) occasion of sickness or non-occupational injury. Upon notification to the Company, a Flight Attendant may continue using sick credits if the Flight Attendant has sufficient sick credits banked. Such notification must be given within the initial seven (7) day period in order to extend from seven (7) to fourteen (14) days.
- 19.04 When a Flight Attendant becomes ill for all or any portion of a scheduled day they will be paid and utilize actual credit hours missed from their sick leave entitlement providing they have sufficient accumulated sick leave for pay purposes and flight time limitations in accordance with Article 5.09 Credits, Sick Leave. It is the responsibility of a Flight Attendant to immediately notify their department Manager of absences due to illness. If there is no notification, absence may be considered absent without pay.
- 19.05 A Flight Attendant may use credits banked as overtime or earned stats to replenish their sick bank.
- 19.06 A medical doctor's certificate at the Company's expense may be required for any period of sickness for which pay has been granted. The Company will not exercise this right unreasonably. The medical certificate will not be requested after the Flight Attendant has returned to work. When a Flight Attendant has been absent, in excess of seven (7) working days, a medical certificate may be required before returning to duty.
- 19.07 AWAY FROM HOME BASE**
- 19.07.01 Any Flight Attendant, who becomes sick or injured as a result of having been or being outside Canada on Company business, due to causes related to their occupation or to the countries in which they performed services, shall be properly hospitalized and treated at Company expense. If the sickness or injury necessitates treatment or convalescence in Canada, such employee shall be returned by the Company to Canada.
- 19.07.02 This provision shall apply to the recurrences of the same sickness or injury so long as the Flight Attendant shall remain an employee of the Company.

- 19.07.03 It is understood; the Company will pick up the difference between the cost incurred and that covered by any existing plan.
- 19.07.04 If a Flight Attendant is taken ill when away from Base on Company business, the Company shall bear the expenses of all costs incurred which are not covered by Provincial or Company insurance or benefit plans, e.g. ambulance, taxi, hospital, etc.
- 19.07.05 Flight Attendants who become unavailable for duty at a layover point due to sickness shall be provided with hotel accommodation and expenses until able to return to their base.
- 19.07.06 Flight Attendants shall be returned to home base at the earliest possible convenience using the most direct and quickest route of transport, if fit to do so.
- 19.07.07 This route of transport does not include cockpit observer's seat on Company aircraft.
- 19.08 When a Flight Attendant is transferred to non-flying duties with the Company on account of physical or mental incapacity because of sickness or injury or becomes sick or injured while on such non-flying duty, they shall retain their seniority during such period of sickness or injury until they are able to return to flying duty or are found to be unfit for such duty. A Flight Attendant shall accrue seniority while assigned to such non-flying duties, provided such assignment is in accordance with the duty to accommodate.

19.09 MEDICAL EXAMINATIONS

- 19.09.01 Except in accordance with Article 19.07 or in accordance with 19.09.03 below, no Flight Attendant shall be required to be examined by or to consult with any medical doctor or other medical practitioner without the Flight Attendant's consent.
- 19.09.02 When the Company has reason to be concerned about the health of a Flight Attendant, they shall be notified in writing of the specific nature of such concerns.
- 19.09.03 Following notification described in 19.09.02 above, the Flight Attendant may be requested, by the Company to undergo examination(s)/evaluation(s) such that are necessary to determine fitness for work. The examination(s)/evaluation(s) will be performed by a specialist or physician, who may be chosen from a list of practitioners provided to the employee by the Company, or by a specialist or physician, in the applicable medical field, of the Flight Attendant's choice.
- 19.09.04 Said medical practitioner as per above shall submit a report on the Flight Attendant's health, fitness for work, along with any restrictions or limitations to the Company Medical Officer.
- 19.09.05 Should the Company Medical Officer not be satisfied that the Flight Attendant is fit for duties, the Flight Attendant may be requested to submit to additional appointments or examinations related to their condition arranged by the Company Medical Officer or may choose an alternative qualified medical practitioner who is mutually agreed upon by the Company and the Flight Attendant. Should these two medical doctors in 19.04.03 and 19.04.04 above be in agreement with the Flight Attendant's fitness for duty, then the matter shall be closed.
- 19.09.06 Should the examination described in 19.04.04 above be inconclusive or conflicting, the Flight Attendant may be requested to submit to a third examination or evaluation by a

medical specialist, mutually agreeable to the two (2) medical practitioners above. The findings of this third process shall be deemed to be conclusive.

19.09.07 All costs for all examinations and reports required under this Article shall be borne by the Company. Should the Flight Attendant be removed from any flight duties to attend any examinations subject to this Article, they shall suffer no loss in pay.

19.09.08 All examination results and records shall be kept strictly confidential and no medical information other than a statement as to the Flight Attendant's fitness for duty or lack thereof shall be given to any person other than the Company Medical Officer.

19.10 SHORT TERM DISABILITY CLAIMS

19.10.01 For the purposes of calculating Short Term Disability entitlements of the members entitled to same under the Collective Agreement, the remainder of the first month in which Short Term Disability is claimed will be based on the amount of remaining credits in that scheduled month.

19.10.02 For each subsequent month, Short Term Disability will be calculated based on the Flight Attendant's average weekly salary from the previous six (6) months. Appropriate adjustments will be made for extended periods off due to leave of absence, etc.

19.11 Flight Attendants who commute to their assigned base by air will, with prior approval from their manager, be permitted to fly back to their domicile after booking off due to illness, provided they are not restricted from doing so due to the nature of their illness.

ARTICLE 20 - RETURN FROM DISABILITY

- 20.01 The Company and the Union recognize that every injured or ill employee returning to work or accommodation is considered to be a valuable component to the ongoing success of the Company. It is understood that the returning employee, the Union and the Company will work proactively to ensure a successful return to work which could include a permanent or temporary accommodation.
- 20.02 Flight Attendants shall be returned to work at the appropriate time following an injury or illness if the employee is capable of performing the essential duties of the pre-injury/illness job or any other accommodated work that they may be capable of performing with reasonable additional training provided by the Company.
- 20.03 The parties recognize their duty to accommodate an ill or injured Flight Attendant in accordance with their restrictions and limitations in order to facilitate a safe return to work to the Flight Attendant's pre-injury job or when required on a temporary basis other suitable and available work that is meaningful and productive as per Article 11.02.04.
- 20.04 At no time will a Flight Attendant on a temporary return to work accommodation perform duties that may result in discipline to a member of any unionized group.
- 20.05 Health care benefits, while a Flight Attendant is on a compensable claim from the applicable Provincial Worker's Compensation Board, Short-Term or Long-Term disability claim will continue to the level provided to active Flight Attendants provided said Flight Attendant has elected to continue their health care benefits while on leave.
- 20.06 Pending the payment of Provincial Worker's Compensation Board (WCB) benefits, an employee absent from work due to an injury or illness that may be the subject of the WCB claim but is denied, will be eligible to file a claim under the Short-Term Disability program provided that they have filed a WCB appeal for denied benefits. In the event that the claim is approved by the WCB, it is understood that the Flight Attendant will be required to reimburse any payments made through the Short-Term Disability program in accordance with the plan policy.
- 20.07 It is understood that where a Flight Attendant is on an approved disability claim and where it is determined that they are able to perform alternate work in accordance with their restrictions and limitations they are obligated to do so. If no accommodation is immediately achieved and where the Flight Attendant continues to be eligible for disability in accordance with the plan rules through the Group Insurance carrier, they will remain on Short-Term Disability (STD) or Long-Term Disability (LTD) until one (1) of the following occurs:
- a) A successful return to Flight Attendant duties;
 - b) Accommodation can be arranged as per Article 20.03 and 20.04 for the duration that the Flight Attendant continues to be unable to perform their essential duties;
 - c) The Flight Attendant reaches definition change;
 - d) It is deemed the Flight Attendant is no longer restricted.

- 20.08 Flight Attendants who have been deemed totally disabled from future employment, as a Flight Attendant with the Company, will be eligible to apply for positions within the Company for which they are qualified or have the right to severance as per Article 12.13.
- 20.09 Flight Attendants returning from sick leave or modified work to a full-time or medically reduced schedule may be permitted to attend any necessary training prior to their scheduled return to work date where they provide the Occupational Health department objective medical evidence from their physician indicating they are fit to do so.
- 20.10 Flight Attendants who have been cleared to return to work by their physician and who have provided the appropriate clearance to the Occupational Health department prior to the bid closing date for the following month's schedule shall be permitted to bid their schedule in accordance with the bidding process.
- 20.10.01 When a Flight Attendant has provided the appropriate clearance to the Occupational Health department in order to return to work after the bidding has closed for the month, they will be assigned a reserve block in accordance with Article 5.26.03.
- 20.10.02 Once the Flight Attendant provides the Occupational Health department with sufficient medical evidence supporting their return to work, they shall be deemed to be an active employee as of the date indicated by their treating physician as per Article 18.03.02.

ARTICLE 21 - TECHNOLOGICAL CHANGE

- 21.01 Technological change in this Article shall be defined as in the Canada Labour Code Part I.
- 21.02 Whenever the Company proposes to effect a technological change, it shall give notice in writing of the technological change to the Union in accordance with the applicable provisions of the Canada Labour Code.
- 21.03 Upon request, the Company shall supply the Union with a statement setting out:
- (a) The nature of the technological change;
 - (b) The date on which the Company proposes to effect the technological change;
 - (c) The approximate number and type of Flight Attendants initially likely to be affected by the technological change; and
 - (d) In general terms, the main operating features of the new equipment and resultant changes in operating procedures.
- 21.04 The Company further agrees that when Flight Attendant(s) are affected by technological change in accordance with this Article, they will be offered positions outside the scope of this Agreement within the Company. Such positions will be subject to available vacancies occurring within one (1) year from the date that notice was given.
- 21.04.01 Selection for position vacancies will be subject to the Flight Attendant(s) meeting the qualifications and having the abilities to fill such vacancy(ies). Provided that qualifications and abilities are equal, seniority as per Article 9 of this Agreement shall prevail.
- 21.05 A Flight Attendant who fills a vacancy which is under the jurisdiction of another Bargaining Unit shall be subject to the terms and conditions as provided in the individual Collective Agreement. A Flight Attendant who fills a vacancy in a non-Bargaining Unit position shall be subject to the terms and conditions under Company Policy.
- 21.06 The Company agrees to meaningfully consult with the Union, within thirty (30) days of the filing of the notice specified in Article 21.02, to assist Flight Attendants affected by technological change to adjust to the effects thereof. Such consultation shall be made through the existing process at the Labour Management Committee level.
- 21.07 If any dispute arises between the parties in relation to technological change, the matter shall be subject to grievance in accordance with Article 25 commencing at Step 2.

ARTICLE 22 - UNIFORMS

- 22.01 Flight Attendants shall wear standard uniforms in such manner as prescribed in Company regulations at all times while on duty. Any uniform considered by the Company will be conservative in appearance, so as not to interfere with the safety and dignity of the Flight Attendant.
- 22.02 A uniform committee shall be chosen, by the Union, to consult with the Company, prior to the purchase of new or replacement uniforms and components as to the selection of colour, style and quality.
- 22.03 The uniform committee will be provided with sufficient information regarding the fabric samples in relation to any testing as to the safety and durability of proposed uniform items and upon request will be provided with copies of any test results obtained by the Company.
- 22.04 It is agreed by the Company and the Union that the uniform committee as outlined in this Article, will adhere to the following guidelines:
- 22.04.01 That the designated representative shall be flight released when operational requirements permit for union committee meetings; and
- 22.04.02 Every effort will be made by the Company to ensure that the initial fittings or measurements for new uniforms will be done at home base. If the Flight Attendant must be away from home base for their fitting, this will be scheduled as a pre-planned absence on their schedule or on a working day with no loss of pay to the Flight Attendant.
- 22.05 The cost of the initial uniform items will be shared equally between the Company and the Flight Attendant. When a change in design or color of a uniform item or accessory is implemented by the Company, the Company shall pay the full cost of the mandatory components for the initial issue.
- 22.06 Company personal identification pin will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards. Flight Attendants may choose not to have their name on the brevet or their name utilized in onboard passenger announcements.
- 22.07 Uniform items which are optional or in addition to the basic uniform as specified in Article 22.10 will be paid one hundred percent (100%) by the Flight Attendant.
- 22.08 The Company will pay one hundred percent (100%) of the cost of any promotional uniform.
- 22.09 Uniform Account: A uniform account will be established for each Flight Attendant with a credit of three hundred and fifty-seven dollars (\$357.00) per year which will increase by two percent (2%) each year of the Collective Agreement for the purchase of uniform or accessories only (boutique items included). Any unused portion may be carried over to the next year.
- 22.10 Uniform Allotment**
- 22.10.01 Basic Uniform items and accessories shall be provided in the quantities indicated below. All uniform pieces shall have a useful life of twenty-four (24) months (except all

weather coat, parka (winter coat), winter scarf, briefcase and gloves) which shall have a life of thirty-six (36) months).

- 22.10.02 The service life of the crew suitcase shall be thirty-six (36) months with the purchase of a new product. If the model or type is no longer available, then the service life of the suitcase shall return to twenty-four (24) months unless a roller bag of equal value is sourced. In addition, the Company agrees that Flight Attendants will have the ability to purchase a flight satchel with or without wheels.

Note: The CFAU must be consulted during the selection of all crew luggage, flight satchel and parka.

FEMALE INITIAL ITEMS:		ALLOTMENT:	
Jackets		2	
Skirts/Slacks/1-piece dress		Combination of 4 items	
Blouses		8	
Dress Scarf		2	
Belts		2	
All Weather Coat		1	
Winter Scarf		1	
Suitcase		1	
Briefcase/In-charge bag		1	
FEMALE OPTIONAL ITEMS:		ANY COMBINATION OF	
Maternity Wear			
2/pregnancy			
Topper Coat		<u>1</u>	
Winter Parka		<u>1</u>	
Leather Gloves		<u>1</u>	
Purse		<u>1</u>	
Vest		<u>1</u>	
MALE INITIAL ITEMS:		ALLOTMENT:	
Jackets		2	
Pants		3	
Shirts		8	
All Weather Coat		1	
Belts		2	
Suitcase		1	
Briefcase/In-charge bag		1	
Winter Scarf		1	
Ties		3	
MALE OPTIONAL ITEMS:		ALLOTMENT:	
Vest		<u>1</u>	
Topper Coat		<u>1</u>	
Winter Parka		<u>1</u>	
Leather Gloves		<u>1</u>	

- 22.10.03 Any other optional items will be made available through the uniform supplier. In the event that the Company secures new business that requires new uniform pieces, the components of the initial uniform allotment may change.

- 22.10.04 Flight Attendants will be responsible for pick-up of the suitcase at the applicable uniform supplier where said supplier is available at the Flight Attendant base.

- 22.10.05 A pregnant Flight Attendant will contact the Uniform supplier directly to order her maternity uniform. The items included in the maternity uniform are as supplied for by the Company. These items may be totaled and interchanged for a combination of six (6) pieces.
- 22.11 Flight Attendants will have the option of purchasing a winter parka that has been specifically sourced for Flight Attendants.
- 22.11.01 The useful life of the parka will be determined by dividing the total cost of the parka to a maximum of five hundred dollars (\$500.00) by eighty (80). The uniform deduction for the parka will be divided over the useful life of the parka.
- I.e.: new parka \$500.00 / 80 = 6.25 years of useful life. Flight Attendants will pay \$500 / 6.25 years = \$80.00 per year;
- 22.11.02 If the cost of the parka exceeds \$500.00, this excess amount will be paid for by the Flight Attendant and not form part of the above calculation.
- 22.12 All uniforms shall be purchased from the Company and/or designated uniform supplier.
- 22.13 Alterations
- 22.13.01 The Flight Attendant will make every effort to have uniform alterations for any new uniforms done by the designated uniform supplier and the Company shall bear the expense. Any costs associated with any alterations which alter the uniform design will not be reimbursed. Where there is no designated uniform supplier to perform alterations, the Flight Attendant will be reimbursed for reasonable alteration expenses upon submission of original receipts. Fittings and adjustments to the uniforms shall be done at home base on workdays. The Company will address any issues of poor workmanship/quality with the supplier.
- 22.13.02 Uniform parts which are proven to be damaged either by passengers and/or due to the physical condition of the aircraft shall be repaired or replaced by the Company at no cost to the Flight Attendant. The decision to repair or replace uniform parts rests with the Company. Claims for repairs are to be substantiated by receipts.
- 22.14 Each Flight Attendant on the active payroll shall receive a uniform maintenance allowance of sixty dollars and seventy-two cents (\$60.72) per month or portion thereof. Said allowance shall increase by two percent (2%) each July 1st of each year for the life of the Agreement. This dollar amount shall never be less than that specified for pilots.
- 22.15 Commencing with the pay period following the completion of initial training each Flight Attendant on the active payroll will receive two hundred and fifty-one dollars and seventy-six cents (\$251.76) annually, to be paid in increments of twenty dollars and ninety-eight cents (\$20.98) per month in accordance with Article 4.04.05(b) toward the purchase and maintenance of uniform footwear. Said allowance shall increase by two percent (2%) each year for the life of the Agreement. At any time the Company changes the color of the footwear, the Company will meet with the Union to discuss appropriate allowances for such change.
- 22.16 A Flight Attendant will be permitted to wear a Union membership pin on their Company uniform.

22.17 A Flight Attendant who terminates employment shall make no further payments and return the uniform. In any case all corporate identification must be returned.

22.18 LOST LUGGAGE

22.18.01 A Flight Attendant whose checked or skychecked baggage is lost while on duty or layover, will submit a claim through the applicable Baggage Claims department. If the baggage is not located, the Flight Attendant will be reimbursed, based on the estimated replacement costs less depreciation, according to the applicable Baggage Claims process except for uniform items lost, including suitcase, which if not covered in full as per above will be replaced at Company cost, upon receipt of proper documentation.

22.18.02 The Company shall pay reasonable claims to any Flight Attendant who, during the course of their duty, suffers loss or damage to crew baggage or personal effects, unless directly caused by the Flight Attendant's negligence.

22.18.03 When it is evident that a Flight Attendant's baggage has not arrived at their layover point for any reason beyond the reasonable control of the Flight Attendant, a claim for any reasonable expenses required for the layover shall be paid. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

Note: These amounts are reflective of the currency at the layover station.

ARTICLE 23 - OTHER UNION CONTROVERSY

- 23.01 The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.
- 23.02 It shall not be a violation of this Agreement or cause for discharge or discipline of any Flight Attendant in the performance of their duties to refuse to cross a legal picket line recognized by the Union.
- 23.03 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slowdown or work stoppage or suspension of work either complete or partial for any reason by the Union.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

24.01 DISCIPLINE AND DISCHARGE

- 24.01.01 All disciplinary or discharge actions must be for just and proper cause.
- 24.01.02 Where disciplinary or discharge action is contemplated because of the Flight Attendant's behavior, or where the Flight Attendant is considered to constitute a threat to safety, fellow crew members, passengers and/or the Company, or that their presence at work is unacceptable from a passenger service point of view, the Flight Attendant may be held out of service with pay in accordance with Article 5.11, Credits-Held Out of Service.
- 24.01.03 Prior to any investigations, the Flight Attendant involved may request the presence of a Union representative. Flight Attendants will be informed prior to any investigative meeting of the nature of any alleged offence(s).
- 24.01.04 For discipline meetings, two (2) business days' notice will be provided prior to the commencement of the meeting. In circumstances where there is an immediate need to meet with a Flight Attendant, twenty-four (24) hours' notice will be provided. Such meetings to be scheduled during the Flight Attendant's scheduled working hours unless mutually agreed to meet at another time. Flight Attendants who agree to meet on their day off shall be paid the daily standard credit.
- 24.01.05 Investigation(s) shall be held at the Flight Attendant's base whenever practical. At any investigation(s) all representatives and/or witnesses who are employees of the Company shall be given time off subject to operational requirements and provided with transportation as per Company policy. Flight Attendant(s) appearing as representative(s) will be paid in accordance with their regularly scheduled duty.
- 24.01.06 When disciplinary action is taken the Flight Attendant will be notified in writing of such disciplinary action, the reasons for the disciplinary action, and their right to appeal as per Article 25, Grievance Procedure. Such notice will be copied to the Union.
- 24.01.07 Regular block holders will not be paid for flights or credits missed as a result of the suspension and the minimum monthly guarantee will not apply for that month.
- 24.01.08 Where an employee is suspended while on reserve they will be removed from the payroll for the number of days involved and the minimum monthly guarantee will not apply for that month.
- 24.01.09 Where a Flight Attendant is suspended by the Company pending investigation, the suspension shall be with pay until such time as the Company makes a decision as to appropriate discipline.

ARTICLE 25 - GRIEVANCE PROCEDURE

PREAMBLE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. For the purposes of this Collective Agreement, the word grievance means all disputes and controversies arising under this Agreement as a result of the interpretation, application, administration or alleged violation of the Collective Agreement.

- 25.01 It is the desire of the parties to this Agreement that grievances be settled promptly. An employee who feels they have a grievance should first attempt to resolve the issue immediately with a Manager. The employee may be accompanied by a Union representative.
- 25.02 Grievances under this Article may be initiated by any Flight Attendant, a group of Flight Attendants or by the Union provided that such grievance is filed within a period of thirty (30) days after the grievor or the Union have become aware of any alleged violation. In case of termination or lay-off the timeline to institute a grievance will be ten (10) days from the date of termination or lay-off.
- 25.03 Where no satisfactory settlement is obtained through the discussion with a Manager a grievance may be initiated by the Union in writing at Step 1 and subsequently appealed through the next steps if no satisfactory settlement is obtained. The grievance procedure steps are as follows:
- Step 1 - The Regional Manager of Inflight Services or designate.
Step 2 - The Manager of Labour Relations or designate.
Step 3 - Advanced Alternate Dispute Resolution (ADR) Process or full arbitration.
- 25.04 TIME LIMITS** - The following time limits shall apply to all steps of the grievance procedure:
- 25.04.01 A grievance meeting shall be held within ten (10) days of receipt by the Company of a written notice of grievance.
- 25.04.02 All decisions shall be rendered within ten (10) days of the grievance meeting and shall be communicated in writing to the Union; the grievor(s), the relevant Base Chair and the President or Vice President.
- 25.04.03 Appeals must be lodged in writing within fifteen (15) days of receipt of any decision.
- 25.04.04 Time limits will be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing.
- 25.05 POLICY GRIEVANCES** - Policy Grievances initiated by the Union will be immediately heard at Step 2.
- 25.06 Any grievance decision not rendered by the Company within the relevant time limit (except where the time limits have been extended by mutual agreement), shall be automatically advanced to the next step. Any grievance decision not appealed by the

Union within the relevant time limits (except where the time limits have been extended by mutual agreement), shall be final and binding on the parties concerned.

- 25.07 At any meeting(s) held throughout the grievance procedures, all witnesses who are employees of the Company shall be given time off, subject to operational requirements and transportation as per the Company travel policy. Flight Attendants appearing as Company witnesses under this Article will be paid in accordance with their regular scheduled duty. Flight Attendants who appear as a witness for the Company on scheduled days off will receive the duty day credit.
- 25.08 Prior to a grievance proceeding to Arbitration, upon request, all documents by the party who is under the burden of proof shall provide the opposing party copies of all documents relied upon in the grievance. In turn, the opposing party will then be required to also provide their relied upon documents.

25.09 FULL ARBITRATION

- 25.09.01 If ADR is not agreed upon by the parties or if the mediator or arbitrator moves the issue to full arbitration the parties will within fifteen (15) calendar days, refer the matter to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Minister of Labour will be requested to appoint a neutral Arbitrator.
- 25.09.02 The Arbitrator shall be requested to hand down his decision within thirty (30) calendar days following completion of the hearing and his decision shall be final and binding on the parties of the dispute.
- 25.09.03 The cost of the Arbitrator will be borne equally by the Union and the Company. Except by mutual agreement between the Union and the Company, where either party requests an adjournment the party requesting the adjournment shall incur the full cost of the arbitration; such agreement will not be unreasonably denied.

ARTICLE 26 - OCCUPATIONAL SAFETY AND HEALTH

26.01 The Union and the Company agree to promote safety practices to ensure the safety and health of employees.

26.02 The Company shall provide a work environment and work system, which is in compliance with all applicable laws, by-laws, regulations, and similar instruments including governmental guidelines, which govern anything affecting the safety and health of Flight Attendants. The Company and the Union agree that compliance with such legal requirements is a minimum acceptable standard. Flight Attendants and/or the Union may take recommendations to the Company through the Occupational Safety and Health Committee as to the type of corrective action they feel should be taken on issues affecting health and safety of Flight Attendants.

26.03 LOCAL JOINT COMMITTEE

26.03.01 The Company and the Union shall participate in a local joint Occupational Safety and Health Committee at each Flight Attendant base. These committees are established and maintained pursuant to the Canada Labour Code (CLC Part II).

26.03.02 Members of each local joint Occupational Safety and Health Committee shall be selected by the Company and Union respectively to sit for staggered two (2) year terms. Members may sit for more than one (1) term.

26.03.03 Each Occupational Safety and Health Base Committee shall meet monthly or more frequently, as required pursuant CLC Part II.

26.03.04 Each local joint Occupational Safety and Health committee shall elect a chair and co-chair, one shall be a member of the participating trade unions and one shall be a member of management staff.

26.04 NATIONAL POLICY COMMITTEE

26.04.01 The Company and the Union shall have a joint National Policy Committee which will meet, no less than twice per calendar year, or more frequently, if required pursuant to CLC Part II. The Union will designate one (1) Occupational Safety and Health representative to participate on this committee.

26.05 UNION NATIONAL INFLIGHT SAFETY AND HEALTH COMMITTEE

26.05.01 The Union may elect to have a National Safety and Health Committee which will meet as deemed necessary by the committee. The elected Chair of the Union National Safety and Health Committee will represent the Union on the National Policy Committee.

26.06 The President of the Union will be welcome as an ex-officio member of the Committee(s) with voice, but no vote. Participation will be at the Union's expense.

26.07 The above committee requirements are intended to be in compliance with the Canada Labour Code and therefore may require adjustments should legislative requirements change.

26.08 COMPANY SEARCHES

- 26.08.01 The Company will not require Flight Attendants represented by the Union to participate in searches of Company equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by these Flight Attendants in such searches. However, the Company will inform the Flight Attendants that a bomb threat has been reported before requesting the Flight Attendants to search or service the Company's equipment, property or premises.

ARTICLE 27 - HUMAN RIGHTS

- 27.01 The Company and the Union recognize the right of every Flight Attendant to work in an environment free from discrimination. With respect to discrimination including harassment, the parties subscribe to the principles and pertinent provisions of the Canadian Human Rights Act, the Canada Labour Code and the Canadian Charter of Rights, insofar as this legislation establishes minimum applicable standards. It is agreed that more favorable provisions of this Agreement shall prevail.
- 27.02 The Company shall not discriminate against Flight Attendants with respect to terms or conditions of employment on the grounds of race, creed, colour, age (except as it applies to normal retirement date), sex, sexual orientation, marital and parental status, religion, nationality, ancestry or place of origin, union membership or lawful activity on behalf of the Union, family relationship, place of residence, lawful political affiliation, or language unless otherwise stipulated in this Agreement.
- 27.03 With respect to the provisions of 27.02 above and specifically as it relates to sexual orientation, the inclusion herein is not intended to override or take precedence over the policies governing employee benefits and/or privileges, provided such policies comply with the Canadian Human Rights Act. The inclusion of place of residence shall not derogate from the Flight Attendant's normal obligation to be appropriately available for duty.

ARTICLE 28 - MISSING AND INTERNMENT

28.01 MISSING, HIJACKING, INTERNMENT, HOSTAGE OR PRISONER OF WAR

- 28.01.01 Any Flight Attendant who, while engaged in the Company's operations, is interned, captured, held as hostage or as prisoner of war, shall be paid their average monthly salary over the preceding three (3) full months until released. If such Flight Attendant becomes involuntarily missing because of an act of aggression or war, they shall be paid their average monthly salary over the preceding three (3) full months until proof of their death is established, in fact, or until there is reasonable presumption of death, in which event, the Company shall, in addition to the salary, cause to be paid the Group Death Benefits to the beneficiary or beneficiaries designated, in writing, by the Flight Attendant prior to their disappearance.
- 28.02 As an alternative to paying salary as provided for in 28.01.01 above, the Company may pay the difference between the amount of such salary and the amount of any compensation provided for by any law in respect of persons interned, captured, held as a prisoner or hostage of war, or missing as a result of an act of war.
- 28.03 Benefit assignments: The monthly salary allowable under 28.01 above to a Flight Attendant, who is missing, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions from him/her. The Company shall request each Flight Attendant hereafter employed to execute and deliver to the Company, prior to such employment, a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, request all cabin personnel now employed to execute and deliver to the Company such a written direction. The direction referred to shall be in substantially the following form:

Date: _____

You are, hereby, directed to pay all monthly compensation allowable to me while missing under *Section 28.01*, Missing, Hijacking, Internment, Hostage or Prisoner of War, of the Collective Agreement between the Company and the employees in the service of the Company as follows:

\$ _____ per month to _____ as long as living.

Name: _____

Address: _____

The balance, if any, and any amounts accruing after death of all persons in the above designation shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter signed by the undersigned and any modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

Employee's Signature

- 28.04 Any payments due to the Flight Attendant under this section which are not covered by a written direction as requested above shall be held by the Company for any such Flight Attendant in an interest bearing account in the Flight Attendant's name. In the event of reasonable presumption of a Flight Attendant's death, all monies shall be paid to the legal representative of their estate.
- 28.05 Any amounts credited to the account of a Flight Attendant or paid to their beneficiary in accordance with the provisions of this section shall not be required to be returned by such beneficiary or the estate of the Flight Attendant, even though it shall be established that such payments were made after the death of the Flight Attendant, nor shall such amounts be a charge against the estate of the employee, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of such employee promptly after its receipt.
- 28.06 The Flight Attendant shall maintain and continue to accrue seniority for pay purposes during the period in which they are missing, interned, a hostage, or prisoner of war, and on returning after such period shall be governed as if they had been on a leave of absence under the provisions of Article 18.
- 28.07 The Company cannot be held liable by any party for any disbursements made under this section, provided the disbursement was made in good faith in compliance with the above terms.

ARTICLE 29 - SAVINGS CLAUSE

- 29.01 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation by the Government of Canada, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 29.02 Any matter that is not specifically covered by this Agreement, which may affect employer/employee relationships, may be discussed between the Union representative and the highest officer designated by the Company.
- 29.03 If legislation is enacted which has an effect on the provisions of this Agreement or on Company policy which has a detrimental effect on the Flight Attendants covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.
- 29.04 All Flight Attendant benefits and cost sharing arrangements as provided herein shall not be reduced or changed during the life of this Agreement, without first reaching mutual agreement between the parties.

ARTICLE 30 - GENERAL

30.01 ACCOMODATION AND TRANSPORATION

30.01.01 Crew Rest Facilities

- (a) The Company shall provide adequate Crew Room and Crew Lounge facilities at all permanent Company crew bases. The Company shall consult with the Union Hotel Committee on issues related to these facilities.
- (b) A Flight Attendant away from their base while on flight duty, deadheading, training or other authorized Company business shall be provided with single room accommodation at the Company's expense in accordance with the provisions of this Collective Agreement;
- (c) The Company shall give the Hotel Committee ninety (90) calendar days' notice prior to the expiration date of every hotel contract;
- (d) Prior to establishing, or changing hotel accommodations at layover points, the Company and the Union shall conduct inspections of prospective properties. Where practicable, layover points shall have at least one (1) alternate hotel designated;
- (e) Hotel site inspections shall be completed by a Union Hotel Committee member and a Company representative. CFAU Hotel Committee members shall be provided flight release or COB days and transportation subject to the needs of the service;
- (f) A hotel inspection checklist shall be submitted to the Company upon completion of the inspection;
- (g) The Company shall select a primary and alternate accommodations from properties which have received an acceptable standard utilizing the hotel inspection checklist. The checklist shall be mutually agreed to between the Company and the Union;
- (h) The use of short or long layover hotels shall be determined by mutual agreement between the Company and the Union taking into account scheduling, local factors and transportation. Depending on the foregoing factors, cost may not be the sole factor in determining hotel selection;

Note: if a Flight Attendant was scheduled for a long layover hotel and due to operational delays, the rest period is reduced to less than twelve (12) hours the Flight Attendant may be required to layover at the short layover hotel;

- (i) The Company shall provide an accommodation and transportation complaint form available through the Company website. Copies of each complaint and their resolutions shall be sent to the CFAU Hotel Committee;
- (j) When any significant substantiated deterioration of accommodation is reported to the Company, the Company shall, within seven (7) calendar days, investigate the complaint and take the appropriate action to remedy the situation.

30.02 The Company will provide Flight Attendants with single hotel accommodation at layover stations that are adequate and comparable to that provided to other Jazz crew members.

- 30.03 The Company shall consult with the delegated representatives of the Union Hotel Committee when operating a series of flights into a layover point to establish or change hotel accommodation at the layover point.
- 30.04 In the event that the hotel eating facility is not open the Company shall pay, upon submission of original receipt(s), reasonable transportation costs for the Flight Attendants to an alternate meal facility if there are no meal facilities within a ten (10) minute walk of the hotel.
- Note:** Memorandum of Settlement (MOS) to state parties agree to schedule a meeting to discuss issues surrounding Flight Attendants walking to meal facilities which are of a concern when identified.
- 30.05 All hotels and other accommodation must be clean, safe and in a safe area.
- 30.06 All cities will have an alternate hotel(s) designated to ensure that if the Flight Attendants are required to move hotels for any reason there will be comparable facilities available.
- 30.07 Notwithstanding the above, where there is no suitable alternate hotel accommodation designated or at an offline station (i.e. due to: unscheduled overnight, hotel error, etc.), the Company will inform the Union in advance, where known, of the accommodation.
- 30.08 Accommodations will be provided at a designated long layover hotel when the scheduled rest period is in excess of twelve (12) hours provided that it does not increase the cost to the Company. Long layover hotels will be determined by mutual agreement between the Company and the Union Hotel Committee taking into account scheduling, local factors and transportation. Depending on the foregoing factors transportation costs may not be the sole factor in determining hotel selection.
- Note:** If due to operational delays, the rest period is reduced to less than twelve (12) hours the Flight Attendant may be required to layover at an airport hotel.
- 30.09 The Union Hotel Committee will ensure that Flight Attendant hotel rooms are adequately equipped.
- 30.10 The Company will endeavor to ensure that no Flight Attendant will be required to stay in a smoking room, nor a room on the ground floor. In addition, the Company will be responsible for payment of the room fee and applicable taxes only. Flight Attendants will be responsible to cover any and all incidental charges.
- 30.11 Each Flight Attendant away from their home base while on flight duty, deadheading, training or other authorized Company service will be provided with their own separate, single hotel room or other accommodation at Company expense.
- 30.12 The Company shall, provide each Flight Attendant with an online fact sheet about each hotel or other accommodation, including all known discounts, restaurant hours of operation and any other pertinent information that becomes known. This information will be updated as information changes.
- 30.13 The Company will monitor and maintain current information concerning any problems associated with specific hotels or other accommodation and make such information available to the hotel committee every three (3) months, or sooner if the nature of the problems raise a serious question of safety or health. Where any report of significant deterioration in hotel standard, safety or health is reported to the Company, the Company shall investigate such report, communicate the results thereof forthwith to the hotel committee and take immediate appropriate action.

30.02 CO-TERMINAL OPERATIONS

- 30.02.01 In the event of a flight being unable to land at Vancouver Airport and being diverted to Abbotsford Airport, duty periods for Flight Attendants will terminate at the Vancouver Operations Centre.
- 30.02.02 Any other co-terminal operations yet to be determined will be discussed and agreed upon between the Company and the Union.
- 30.02.03 Toronto Area Airports:
- (a) The airports, Lester B. Pearson International and Toronto City Centre shall be deemed the same domicile.
 - (b) Flight Attendants who transfer or are assigned between these airports will be deemed to have not changed domicile and will not be entitled to the provisions of Article 15.
 - (c) Nothing in the Agreement shall prohibit a Toronto domiciled Flight Attendant from being assigned to flights out of another Toronto area airport, providing the check-in/check-out is at the base airport.
 - (d) The Company will provide transportation to and from the base airport and the other airport.
 - (e) The Flight Attendant may use their own transportation and report directly to the airport to which they are assigned in accordance with Article 5.01.01.
 - (f) Prior approval to utilize own transportation is required and once approved, the Company will reimburse the Flight Attendant for the mileage between the airports in accordance with Article 7.06.
 - (g) The training facilities in Toronto will be deemed to be common to both Toronto area airports.

30.03 CREW ROOM MAILBOXES

- 30.03.01 The Company undertakes to provide and properly maintain a Flight Attendants' Crew Room at all crew bases. A Flight Attendant mail box will be provided for each Flight Attendant at the Flight Attendant's home base. There will be no expectation that Flight Attendants carry Company mail and/or aircraft supplies from base to base in the course of their duties, except for supplies required to perform their duties (i.e. manuals and surveys).

30.04 FLIGHT ATTENDANT FILES

- 30.04.01 Files shall be maintained for each Flight Attendant in the employ of the Company and shall contain all records and reports involving the Flight Attendant's work performance. A Flight Attendant and the Union will be advised of any disciplinary document placed on their file(s) by copy of such document within seven (7) days of the date that the document is deposited in the Flight Attendant's file. Commendation letters placed on the employees file will be copied to the employee.
- 30.04.02 A Flight Attendant who is the subject of a complaint letter or allegation which the Company is investigating will be provided with a copy of the relevant portion of the complaint prior to any investigative meeting, and shall have the right to comment in writing on any adverse allegations therein. Should the complaint be placed on the Flight Attendant's file, the Flight Attendant's response shall also be placed on the file.
- 30.04.03 Upon reasonable notice to the Company, a Flight Attendant accompanied by a Union representative, if they so desire, shall be permitted to review their file or copies of specifically requested materials at their base in the presence of a Supervisor/Manager.

Such meetings shall take place at a time mutually agreed to by the parties. Upon reviewing their file a Flight Attendant may request and shall receive a copy of any document or letter contained in the file.

30.04.04 Letters of reprimand or discipline that are two (2) or more years old will not be considered in any assessment of a Flight Attendant record and will be removed. Disciplinary actions resulting from misdemeanor offences will be removed from a Flight Attendant's record after one (1) year.

30.04.05 All complaints on a Flight Attendant's file which are more than one (1) year old will not be considered and will be removed from the file.

30.05 INFLIGHT ASSESSMENTS

30.05.01 Where a formal assessment of a Flight Attendant's performance is carried out, the Flight Attendant shall be given sufficient opportunity to read, review and discuss the assessment. Formal performance assessments will be signed by the Flight Attendant whose signature shall only acknowledge completion of the assessment, not concurrence or rejection. All in-flight assessments shall be signed by the Flight Attendant immediately following the debriefing. The debriefing will take place within five (5) days of the inflight assessment.

30.05.02 No less than twenty-four (24) hours' notice is required to a Flight Attendant via the Company website prior to any scheduled inflight assessment. For inflight assessments which are scheduled within a multi-day pairing, twenty-four (24) hours' notice will be provided prior to the commencement of that pairing.

30.06 LOSS OF COMPANY PROPERTY

30.06.01 Flight Attendants will not be required to pay for the loss of bar/duty free/ buy on board money and properties.

30.07 NEW BASES

30.07.01 Whenever the Company establishes a new crew base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union at least thirty (30) days prior to any such action.

30.08 NEW EQUIPMENT

30.08.01 Upon the introduction of a new aircraft type, the Company shall meet with the Union to discuss pay and working conditions. Discussions shall begin within thirty (30) days following request by either party, unless otherwise mutually agreed. Failure by the parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 3 of the grievance procedure.

30.09 NEW SERVICES

30.09.01 When the Company introduces a new class of service (i.e. first class) in addition to existing classes, discussions will be initiated with the Union regarding the wages and working conditions applicable to that service. Failure by the parties to agree on said wages and conditions shall cause the matter to be referred to and taken up at Step 2 of the grievance procedure.

30.10 NEW CLASSIFICATION

- 30.10.01 When the Company establishes a new Flight Attendant classification, the appropriate classification wage rate and progressions shall be negotiated. Failure by the parties to agree on the said wages and conditions shall cause the matter to be referred to and taken up at Step 2 of the grievance procedure.

30.11 EMPLOYEE ID CARDS

- 30.11.01 Flight Attendants shall be provided at the Company's expense an employee identity card. This card shall be reissued as per Company policy.

30.12 GROOMING

- 30.12.01 Flight Attendants, will perform light grooming at all stops. However, at stops where groomers are on board, Flight Attendants will be relieved of these duties. Light grooming duties are defined as the following:

- a) Crossing seat belts; and
- b) Picking up newspapers and magazines, re-stowing pillows and blankets.

30.13 COMPANY BULLETINS

- 30.13.01 All Flight Attendant specific Company bulletins will be made available to the Union.

30.14 QUALIFICATIONS

- 30.14.01 Flight Attendants are ultimately responsible to maintain their Flight Attendant qualification; however, training may be rescheduled in the following extenuating circumstances:

- (a) Medical reasons;
- (b) Leave(s) of absence without pay;
- (c) Pregnancy or maternity leave; or
- (d) Any other valid reason, as mutually agreed.

- 30.14.02 Any modification to the schedule may be mutually agreed unless not permitted by Transport Canada regulations regarding deadlines and availability of course times.

30.15 PASSES

- 30.15.01 Flight Attendants shall continue to receive Company pass benefits in accordance with policy and the regulations governing the issuance pursuant thereto. The Company shall not use pass privileges or the loss thereof as discipline for offences not relating directly or indirectly to travel.

ARTICLE 31 - LANGUAGE REQUIREMENTS AND TRAINING

Preamble - So as to enable the Company to fulfill its obligations under the Official Languages Act (OLA), and in particular to ensure the delivery of customer service in specified markets in both official languages the parties agree to the following:

- 31.01 For the purpose of this Article, the term “language requirements” shall be defined to mean a requirement for competency in both the French and English languages necessary to provide normal delivery of Flight Attendant customer service duties.
- 31.02 Language requirements shall be designated by the Company in accordance with anticipated passenger language complement having due regard for safety, sales and service requirement and compliance with the provisions of the OLA.
- 31.03 Pairings identified as having a “language requirement” will be limited to bidding by the Flight Attendants who hold and maintain the necessary language qualifications.
- 31.04 Nothing herein will restrict the Company’s ability to dispatch a flight due to the non-availability of a language qualified employee.
- 31.05 The Company will provide language training necessary to acquire and maintain the required level of French/English. Flight Attendants designated by the Company to take such training will not be responsible for such training costs. Language training courses and scheduling will be established in consultation with the Union.
- 31.06 All training expenses and credit values are in conjunction with the provisions of the Collective Agreement.
- 31.07 Subject to operational requirements for bilingual services, Flight Attendants shall be entitled to bid on language training at each base in accordance with their seniority. Testing and/or training may be provided separately or during designated training days. Where testing is conducted prior to or after a duty day or training day, a Flight Attendant shall only receive flight credit for such time as required to complete the test.
- 31.08 The French requirements will be as per Company policy shall be clearly defined in writing and provided to the Union as well as each Flight Attendant.
- 31.09 The Company will designate French/English pairings. As a condition for bidding on French pairings, a Flight Attendant shall maintain the required level of competency as established by the Company.
- 31.10 Where the language requirement(s) are not met through the bidding process, these positions will be assigned in reverse order of seniority during block award to Flight Attendants holding the required language.
- 31.11 In situations where there are insufficient bilingual Flight Attendants available to cover the pairings identified as having a language requirement, the bilingual pairing(s) shall be filled in accordance with the terms of the Collective Agreement.
- 31.12 Flight Attendants originally hired with only one language will not be restricted from any provisions of the collective agreement except for bilingual pairings. In addition, these

Flight Attendants will not suffer loss of employment as a result of language requirements.

31.13 In situations such as transfers, lay-offs and bumping, etc., the Company will meet with the Union to establish the criteria, in order to maintain sufficient levels of French qualified Flight Attendant(s) on the designated routes.

31.14 Language requirements will not restrict the movement of unilingual Flight Attendants in the filling of vacancies or bumping between bases or bidding of reserve blocks except as otherwise indicated in 31.11 above.

31.15 It is recognized that the language coverage requirements may be subject to periodic adjustments as demand warrants and as directed by OLA regulations.

31.16 The Company will provide regulatory and service announcements to each Flight Attendant in French and English. An announcement reference booklet containing commonly used announcements that would be used by Flight Attendants in the course of their work day will be supplied.

31.17 **LANGUAGE TRAINING**

31.17.01 The Company and the Union recognize the requirements outlined in the Official Languages Act (OLA) as they relate to the requirement for both French and English services on designated routes.

31.18 All Flight Attendants shall be language tested to confirm their language proficiency level as deemed necessary by the Company or upon request. Flight Attendants desiring to become qualified shall be language tested by the Company to ascertain their level of capability and shall normally be retested to confirm qualification at the following intervals:

(a) Level 2 and 2 C - Not more often than once every two (2) years and not less than once every three (3) years.

(b) Level 3 - Not more often than once every five (5) years and not less than once every six (6) years.

31.19 Flight Attendants who apply for and are approved to attend a Company approved French training course will be carried with credit on the payroll for the duration of the training. Credit up to a max of one (1) month will be paid equivalent to that which would be received during the (one) 1 month in-house French immersion program. Upon successful completion of said French Training course the Flight Attendant will be reimbursed for the cost equal to that of the in-house training program. This will not be unreasonably withheld.

31.20 **LANGUAGE COMPETENCY LEVELS**

31.20.01 Level 1 - This Flight Attendant recognizes isolated words or simple phrases.

31.20.02 Level 2 - This Flight Attendant has limited understanding; conversation is basic and awkward, sometimes difficult to understand.

31.20.03 Level 2C - This Flight Attendant understanding is good; conversation is fairly confident although structures may be awkward or inaccurate. Easy to understand.

- 31.20.04 Level 3 - This Flight Attendant is able to communicate at a good level of proficiency; can understand the particulars as well as the general idea of a request; can give a detailed answer using adequate vocabulary and complex sentences even under difficult circumstances.
- 31.20.05 Level 4 - This Flight Attendant can fully cope with any complex situation involving listening, speaking and reading with native-like proficiency.
- Note:** All Flight Attendants who have attained Level 2C shall be eligible to be awarded bilingual pairings unless otherwise directed.
- 31.21 All training expenses and credit values shall be as per the provisions of the Collective Agreement.
- 31.21.01 Flight Attendants shall be entitled to bid on language training within their base in accordance with their seniority. Flight Attendants shall be permitted to attend each level of training on a one time only basis at bases other than their assigned base in cases where the course is not offered in their assigned base within the calendar year. All provisions of the Collective Agreement shall apply with the exception that Flight Attendants volunteering to take this training out of base could be required to travel the day prior to the commencement of training and/or the day following training resulting in pairings greater than five (5) days.
- 31.21.02 Flight Attendants shall be eligible to attend training at bases other than their own provided that there are spaces available; however, they shall not be eligible for any additional credits or expenses than they would have received had they attended training in their assigned base.
- 31.22 Language training will be provided by the Company in accordance with the Collective Agreement.
- 31.22.01 The Company may elect to offer the following French Language courses for Flight Attendants who have the required level of language ability and where there are appropriate numbers in a base to accommodate a class. (Subject to agreement of Article 31.22).
- (a) French course consisting of Levels 1-12. Flight attendants will attend training one (1) week per month as per the Jazz Flight Attendant French Training Policy.
- 31.23 The Accelerated 1 (one) month French training program for Flight Attendants will be offered as follows:
- (a) One (1) month intensive course will be provided by the Company in accordance with the Collective Agreement;
- (b) At no time shall a Flight Attendant be required to attend more than two (2) one month courses per year;
- (c) Upon completion of the course, Flight Attendants will be tested and evaluated for competency as per below.
- 31.24 French Maintenance Courses will be offered to Flight Attendants as per the Jazz Flight Attendant French Training Policy:
- 31.24.01 Flight Attendants will be scheduled to attend a maximum of once every 3 – 4 months. If spaces are available, Flight Attendants may volunteer to attend more often.

- 31.25 All courses noted above will be filled in order of seniority with Flight Attendants who have requested to attend. If there are insufficient volunteers, classes will be filled in reverse order of seniority to those Flight Attendants holding the required language proficiency level.
- 31.26 French Language testing and evaluations will be required and shall be conducted upon completion of each training program. Testing and evaluations may also be conducted separately as the need warrants or during designated training days.
- 31.26.01 Upon completion of a course as outlined above, French proficiency testing and evaluations shall normally take place on the last day of training. In situations where testing and evaluations cannot be completed on the last day, they will be arranged as soon as possible following course completion.
- 31.26.02 Flight Attendants will receive evaluation results in writing following any testing or evaluation. This evaluation will include feedback to the Flight Attendant on areas requiring improvement.
- 31.27 Testing to determine a Flight Attendant's competency will be conducted by the Company, and will be subject to an appeals process if a Flight Attendant is deemed to not have achieved or maintained their qualification.
- 31.27.01 Flight Attendants, who wish to appeal their test results, will be permitted to do so.
- 31.27.02 A second test may be conducted if through the appeals process one is deemed warranted.
- 31.27.03 All test results will be copied to the affected Flight Attendant.
- 31.28 The Company will post electronically the dates and number of positions available for each level of training as per the established process.
- 31.29 In cases where a Flight Attendant becomes unqualified as a result of testing, they will be offered and required to attend retraining as outlined in this Article.

ARTICLE 32 - SURVIVOR BENEFITS

The commitment of the parties to the Collective Agreement will provide representation and moral support and encouragement as required to any Flight Attendant who in the course of performing flight duties has survived an aircraft accident or incapacitating incident which has rendered them medically unfit for flight duty. This article is not intended to avoid or modify any benefits or claims the employee is entitled to under the provisions and to the extent of the Company group insurance/Company liability insurance plans/applicable Workers' Compensation plans.

ARTICLE 33 - LEGAL COUNSEL

- 33.01 The Company agrees to provide, free of charge, legal counsel to Flight Attendants involved in respect to any law suit arising from any accident occurring while Flight Attendants are on Company duty. This shall include legal counsel for the estate of deceased Flight Attendants in any legal proceedings arising from an accident in a Company aircraft.
- 33.02 The Company presently carries appropriate insurance such as Aircraft Public Liability, Passenger Liability and Property Damage Insurance wherein Flight Attendants and the Company are jointly insured for any sum for which the insured shall become legally liable to pay to the limits provided by said insurance.
- 33.03 The Company agrees to defend all Flight Attendants and their estates in any legal actions arising in connection with the performance of their duties and to protect them and hold them harmless from any judgement rendered thereunder save in the case of gross negligence or willful misconduct.

ARTICLE 34 - EMPLOYEE BENEFITS

34.01 GROUP INSURANCE PLAN

- 34.01.01 Effective on the date of ratification of this Agreement Flight Attendants will participate in the Company sponsored Health and Welfare Plan on a joint cost sharing basis of fifty percent (50%) for the Company and fifty percent (50%) for the employee. Determination of types of benefits will be with mutual agreement with the Union. At no time will the Company change benefit levels without mutual agreement from the Union.
- 34.01.02 The Company agrees to supply Flight Attendants exiting the Company with retiree individual benefit plan options for coverage post retirement. Employees will be provided with an optional individual benefit package for post retirement that will be one hundred percent (100%) paid by the employee.
- 34.01.03 Company agrees to increase professional services to seven hundred and fifty dollars (\$750.00) and we agree to the increase in Vision Care to five hundred dollars per twenty-four months (\$500.00/24 months), eye exams to one hundred dollars per twenty-four months (\$100.00/24 months), pressure hosiery to a maximum of two (2) units per year or \$300.00 annually (can be for preventative measures, but must have a prescription) and X-ray by Chiropractor or an Osteopath up to a total of \$60.00 per person per calendar. Major dental services (80% crowns, caps, bridges, dental implants).
- 34.01.04 All Benefit allowances will be increased by two percent (2%) each January for the life of the Collective Agreement.
- 34.01.05 Flight Attendants will not be eligible for Short Term Disability after the age of sixty-seven (67).

34.02 PENSION PLAN

- 34.02.01 Effective July 1st, 2015, the Company will contribute the applicable percentage of gross earnings as per the chart below to the Company Defined Contribution Pension Plan.
- 34.02.02 Flight Attendants will be required to contribute a minimum of two percent (2%) of their earnings into the pension plan. Each consecutive year on July 1st will require an increase of one percent (1.0%) contribution by the Flight Attendant until such time as they reach the Company contribution level. Flight Attendants will have the option of contributing additional voluntary pension payments up to the maximum allowable under Canada Revenue Agency Act.
- 34.02.03 In addition, Flight Attendants may continue to contribute to an RRSP if they so choose on a payroll deduction basis provided that they do not exceed the allowable contribution level as defined by the Canada Revenue Agency Act.

Pension Benefits			
EMPLOYER/EMPLOYEE MATCH			
Year	Employees hired after September 30 th , 2015 (capped):	7/1/2015	7/1/2020
		Employees hired before September 30 th , 2015 and non-capped employees:	Employees hired before September 30 th , 2015 and non-capped employees:
1	2%	4%	4%
2	3%	4.5%	4.5%
3	4%	5%	5%
4	4.5%	5.5%	5.5%
5	5%	6%	6%
6	5.5%	6%	6%
7	6%	6%	6%
8		6%	6%
9		6%	6%
10		6%	6%
11		6%	6%
12		6%	7%
13		6%	7%
14		7%	8%

Note: YOS progression occurs on a Flight Attendant's anniversary date.

ARTICLE 35 - UNION ADVANCEMENT FUND

- 35.01 The Union Advancement Fund shall be for the enhancement of all persons' dependent upon any industry represented by the Canadian Flight Attendant Union.
- 35.02 The Company shall make contributions of ten cents (\$0.10) per credit hour for which wages are payable hereunder for each employee covered by this Collective Agreement.
- 35.03 Payment of said funds shall be made to the Union Advancement Fund by the 15th of the month following that to which they refer.
- 35.04 This payment will be independent and separate from any other payment made to the Union.

Article 36: Flight Attendant Access to Jump Seat

- 36.01 The Company agrees to designate a Flight Attendant jump seat for Flight Attendants' exclusive use for the purposes of commuting to and from their base and their domicile, respectively.
- 36.02 In order to access this jump seat, the Flight Attendant must conform to the same rules that govern the Pilot's use of the Flight Deck jump seat inclusive of cost and protocol referenced in the Company Operations Manual.
- 36.02.01 The Flight Attendant must:
- (a) Register for the flight via standby travel;
 - (b) Be in uniform;
 - (c) Clear security;
 - (d) Be commuting to and/or from their base and their domicile; respectively
 - (e) If no other seat in the cabin is available and in order to comply with Transport Canada regulations, the commuting Flight Attendant must be prepared to operate the flight as a crew member without associated financial compensation or duty and flight limitations.

ARTICLE 37 DEFINITIONS

- 37.01 "ACCORDING TO SENIORITY/IN ORDER OF SENIORITY" means commencing with the most senior employee.
- 37.02 "AGREEMENT" means the Collective Agreement, Letters of Understanding and Letters of Intent negotiated between the Company and the Union including amendments or interpretations thereto agreed upon and covered by Letters of Agreement or written amendments signed by Union and Company officials.
- 37.03 "BASE" an airport designated by the Company from which a flight attendant or a group of flight attendants carry out scheduled or non-scheduled flying.
- 37.04 "BID PERIOD" a period of time (normally a standard month) for which a flight attendant's schedule is issued.
- 37.05 "BLOCK" Blocks shall be made up of scheduled flight duty, reserve duty, guaranteed days off, training days, general holidays or vacation days in any month.
- 37.06 "CALENDAR DAY" a twenty-four (24) hour period from 0000 to 2359 local time.
- 37.07 "COMPANY" means Jazz Aviation LP.
- 37.08 "COMPANY STATION" means any airport into which Jazz Aviation LP operates scheduled flights.
- 37.09 "CREDITS" the units of time that a Flight Attendant earns for block time limitation purposes.
- 37.10 "DAILY STANDARD CREDIT" two (2) hours and fifty (50) minutes.
- 37.11 "DAY OFF" a calendar day on a Flight Attendant's schedule free of duty at their base.
- 37.12 "DEADHEAD" means travel by air or surface transportation at Company request to meet the requirements of the service. Flight Attendants shall not be required by the Company to deadhead on jump seats.
- 37.13 "DUTY CYCLE" any period a Flight Attendant is assigned duty not interrupted by a
- 37.14 "DUTY PERIOD" the elapsed time during which a Flight Attendant is on duty until broken by a legal rest period.
- 37.15 "EMPLOYEE" for the purpose of the Agreement shall mean the classification of Flight Attendant.
- 37.16 "FLIGHT ATTENDANT" means any employee in the service of the Company who is responsible for performing or assisting in the performance of in-flight services, in accordance with Company regulations and standards and subject to the provisions of this Agreement.
- 37.17 "FLIGHT TIME" the total time from the moment the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.
- 37.18 "IN-CHARGE" means any employee who, as part of their duties as a Flight Attendant, is assigned to a flight in the position of "In-charge". They shall be designated as in

charge of all cabin services and when applicable cabin personnel as per Company regulations and standards. They shall be responsible for giving work guidance to the Flight Attendants in their crew, including assignment of specific positions on the aircraft where two (2) or more Flight Attendants are required for operations (except for the purposes of training, line indoctrination, experimentation and evaluation).

- 37.18.01 Although an In-charge shall be held accountable for the responsibilities as outlined above a Flight Attendant shall, on direction of the In-charge, perform or assist in the performance of those tasks and duties for which the In-charge is responsible.
- 37.19 "OPEN Flying" any credits not built into the Flight Attendant monthly schedules or flying that is unassigned and becomes available for bid shall be designated as open flying.
- 37.20 "OVERPROJECTION" the situation that occurs when a Flight Attendant's actual credits in a month plus the projected credits for the remainder of the month's block award exceed their monthly maximum. Overtime credits accumulated shall not be applied to result in an overprojection.
- 37.21 "PARTIAL BLOCK" partial block means a unit of time monthly containing pairings, days scheduled for reserve, days off and which may contain training days for recurrent training and first aid.
- 37.22 "REGULAR BLOCK" means a unit of time monthly containing pairings and days off and which may contain training days for annual training and first aid.
- 37.23 "RESERVE DAY" means a reserve period during which a block holder must be available for duty.
- 37.24 "RESERVE DUTY PERIOD" a time period when a Flight Attendant so assigned must be available to be called for duty.
- 37.25 "REST PERIOD" means a period free from all duty with the Company. A period of time which separates two (2) duty periods.
- 37.26 "SCHEDULED BLOCK CREDITS" means the credits for a flight or flight sequence as indicated on a block.
- 37.27 "SECTOR" is one (1) flight leg
- 37.28 "STANDARD MONTH" any complete calendar month, except as laid down in a) or b) following:
- 37.28.01 In a leap year, the months of January and February shall be divided into two (2) thirty (30) day periods being from January 1st to January 30th inclusive and January 31st to February 29th inclusive; or
- 37.28.02 In all other years, the months of January, February and March shall be divided into three (3) thirty (30) day periods being from January 1st to January 30th inclusive, January 31st to March 1st inclusive and March 2nd to March 31st inclusive.
- 37.29 "TRIP PERIOD" the time period commencing at the start of the first duty period in a pairing and ending at the termination of the last duty period in the same pairing, i.e., from leaving home base at the start of the first duty period and ending when released from duty at the completion of the last duty period back at home base.

37.30 “WEEK” a period of seven (7) calendar days.

37.31 “YEAR” a complete calendar year

INTENTIONALLY LEFT BLANK

ARTICLE 38 – TERM / DISTRIBUTION AND PRINTING OF AGREEMENT

- 38.01 This Agreement shall be in full force and effect from and including July 1st, 2015, up to and including December 31st, 2025. All provisions of the Canada Labour Code shall apply; however, there shall be no strike or lockout until December 31st, 2025.
- 38.02 Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- 38.03 If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect until the provisions of the Canada Labour Code have been met.

38.04 DISTRIBUTION, TRANSLATION AND PRINTING OF AGREEMENT

- 38.04.01 All costs associated with the translation and printing of the contract booklets in English and French will be shared equally by the Company and the Union. In the printing and delivery of these Agreements it is understood that a "union" shop will be contracted for the purposes of producing the Agreement(s).
- 38.04.02 The Collective Agreement shall be printed in an appropriate font and be contained in a spiral bound notebook format. Article 5 will be clearly distinguished within the Collective Agreement.
- 38.04.03 Official Version(s)**
- (a) The English and French language versions of this Collective Agreement are both official. In the event the two (2) versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.
- 38.04.04 All Province of Quebec Union grievances shall be initiated and processed in either English or French upon the direction of the Union.

LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR LTD. PARTNERSHIP
(Hereinafter referred to as the "Company")

RE: CREW REST SEATS

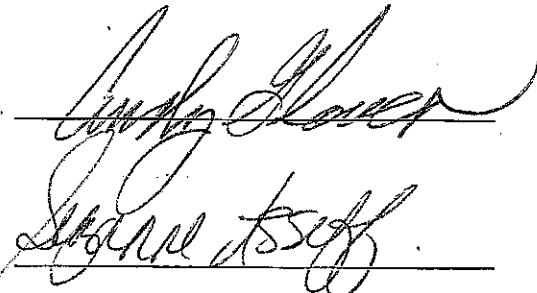
For purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the Parties agree as follows:

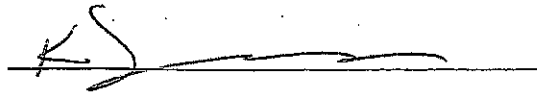
1. The Company agrees to designate two (2) seats on every aircraft as crew rest seats for the flight attendants and to be used during their flights.
2. The crew rest seats will be made available to flight attendants, however, these seats may be released to revenue passengers.
3. The Company agrees that these seats will be released to revenue passengers only after all other seats have been assigned.

Signed this _____ day of _____, 2004.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:





LETTER OF UNDERSTANDING

BETWEEN:

THE CANADA COUNCIL OF TEAMSTERS
(Hereinafter referred to as the "Union")

AND:

JAZZ AIR LTD. PARTNERSHIP
(Hereinafter referred to as the "Company")

RE: FLIGHT ATTENDANTS' ACCESS TO CABIN JUMP SEAT

For purposes of interpreting and applying the collective agreement to which this Letter of Understanding is attached, the Parties agree as follows:

1. The Company agrees to designate a flight attendant jump seat for flight attendants' exclusive use for purposes of commuting to and from a base and their domicile, respectively.
2. In order to access this seat, the flight attendant must conform to the same rules that govern the pilots' use of the cabin jump seat as were in place on the date that this agreement was reached between the Union and the Company, which factors comprise the following:

The flight attendant must:

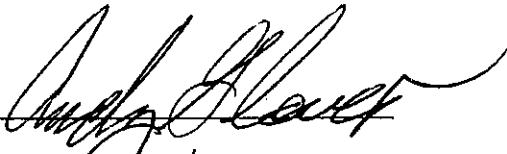
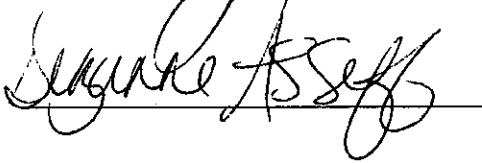
- clear security;
 - be in uniform;
 - be commuting to and/or from a base and their domicile, respectively;
 - pay the airport improvement fee and actual service charge, with said actual service charge to be reimbursed by the Company to the flight attendant;
 - and
 - register for the flight.
3. The Parties agree that this Letter of Understanding will be in force on a trial basis for one (1) year to assess public reaction and the Parties agree that upon the


expiry of one (1) year to meet as soon as reasonably possible with a view to determining if this Letter of Understanding ought to be renewed for the duration of the collective agreement.

Signed this _____ day of _____, 2004.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:





Letter of Understanding

BETWEEN:

JAZZ AIR LP

(Hereinafter referred to as "the Company")

AND:

THE FLIGHT ATTENDANTS IN THE SERVICE OF AIR CANADA JAZZ REPRESENTED BY
THE CANADIAN FLIGHT ATTENDANT UNION

(Hereinafter referred to as "the Union")

RE: Narrow Body Operation Agreement

WHEREAS the Company intends to present a Letter of Intent to the tour operator in order to operate Narrow Body Operations on their behalf;

AND WHEREAS successful awarding of the Narrow Body Operation will introduce large multi-crewed aircraft(s) into the fleet;

AND WHEREAS this Letter of Intent could result in significant increases to the number of Flight Attendants employed by the Company;

AND WHEREAS the Narrow Body Operation may be seasonal, and as such the current collective agreement scheduling rules require amendments for Jazz Air LP to secure said business.

Therefore, the parties agree to the following:

1. Narrow body flights operated by Jazz, departing and arriving into Canada, will be crewed by Jazz Air LP flight Attendants.
2. The Company shall select the bases where the seasonal Narrow Body flying will be crewed. The base that provides the majority of the assigned crew will offer the IC position for bidding. In circumstances where there is an equal balance of crews to be assigned, the Company shall have the option of designating from which base the IC position will be crewed.

3. Notwithstanding 13.01 (b) seasonal Narrow Body vacancies will not exceed six (6) consecutive months, exclusive of training, In the first year of operation, this period shall not exceed eleven (11) consecutive months inclusive of training.
4. All Narrow Body flying will be bid upon and awarded in order of seniority to qualified Flight Attendants at the base where Narrow Body flying is operating. Vacancies created as a result of increased flying will not be filled by Article 13.02.02 (a) and (b). Increased flying levels at the base where seasonal Narrow Body work is scheduled will be covered by new hires in accordance with Article 13.02.02 (c).
5. Seasonal employees will be placed on the same employee seniority list as permanent employees, The Company shall identify seasonal employees on the Union seniority list.
6. Language Qualification. The Company agrees that only a maximum of two (2) flight attendants per flight shall be required to be language qualified on aircraft. The designated language will be at Company discretion as required by the Narrow Body Operations. The Company agrees that Flight Attendants shall not suffer loss of employment or pay due to not having language capabilities.
7. The In-charge position: will be awarded in order of seniority despite. language qualification. In the event that the In-charge is unavailable, the next Flight Attendant in seniority scheduled for that flight will have the option of assuming the position.
8. Wage Rate: The Company agrees to a Narrow Body/purser premium for hours operated on said aircraft type. The premium will be \$3.55 per credit.
9. Crew Rest Seats: The Company agrees to designate a bank of seats on every aircraft as crew rest seats for Flight Attendants to be used during their flights. These seats will be released to Narrow Body Operation passengers only after all other seats have been assigned, Location of crew seats will be at the discretion of the Company after consultation with the Union and will be clearly marked with a placard.
10. Duty Day: The maximum duty period will be fourteen (14) hours.
11. Bidding: Flight Attendants will not be required to be scheduled more than one duty period in a calendar day unless they waive the requirement for a day off I.e, Flight Attendants who are scheduled night shifts that continue into the morning hours will not be required to check back in after twelve (12) hours crew rest.
12. Vacation: The Company shall have the ability to reduce the vacation slots available for bidding (with the exception of the last two (2) weeks of December) by twenty-five percent (25%) during the months of Narrow Body Operations, These vacation slots will then be distributed evenly for bidding to Flight Attendants during the months where the Narrow Body flights are not operating. The Company shall have the ability to offer

additional vacation slots in order to mitigate layoffs. The above is only applicable to the bases with Narrow Body flying.

13. Meal Perdiems: As per Article 6. At destinations where the cost of living is in excess of allowable per diems the parties agree to meet and discuss appropriate adjustments.
14. Accommodations: Hotel accommodation standards will be equal to or greater than what is currently provided to Jazz employees. Accommodations provided at 'All Inclusive' hotels will be entirely at Company expense. Flight Attendants will continue to receive meal per diems as per the Collective Agreement.
15. Uniforms: As per the Collective Agreement. The cost of any uniform changes required by the Tour operator will be borne 100% by the Company. If hot meals are being served, aprons will be supplied.
16. Service Standards: The service standards will be determined by the Customer. The Company agrees to meet and discuss any changes to the current service standards that are of a significant nature and agrees to discuss and implement any relative changes.
17. Layoff Mitigation: Prior to laying off Flight Attendants hired for the Narrow Body Operation, the Company may offer the following to all permanent Flight Attendants:
 - a) Leaves of absence,
 - b) Reduced blocks,
 - c) Increased vacation slots (above those referred to in #11)
18. Flight Attendant Crew Meals: Flight Attendants will be provided with meals ('hot' provided the aircraft is equipped with operational ovens) on all flights (including deadheads) in excess of three (3) hours.
19. Visas/Inoculations/Departure Taxes: Flight Attendants upon submission of receipts will be reimbursed the full cost of all required visas, inoculations and departure taxes.
20. Aircraft Grooming: Grooming will be provided on all Narrow Body flights.
21. Short Crewing Penalty: To be discussed (min crew compliment for the Narrow Body aircraft-crew to seats not passenger load)
22. Training: In order to address the aircraft type training requirements to service the Narrow Body Operation, as a result of the introduction of a new aircraft type, the Union and Company agree the addition of one (1) paid training day outside the blocking window for training on the new aircraft. Applicable day(s) will not be scheduled outside the blocking window in months where the Flight Attendant is scheduled for annual training. All Flight Attendants will be trained in the IC position. In season one, only Flight Attendants on Narrow Body Operation - CFAU Letter of Understanding

Attendants based in the base operating the Narrow Body flights will be trained on the new aircraft type. By December 31⁵ of season one, all Flight Attendants at the bases where the Narrow Body work is being performed shall be qualified on the new aircraft. Training classes will be filled in order of seniority by Flight Attendants who bid on training. It is expected that the Flight Attendants who elect to be trained first will be required to perform the work in seniority order if necessary until sufficient numbers of Flight Attendants are trained to perform the work. For aircraft introduction, Article 5.06.03 may be expanded to fourteen (14) hours inclusive of deadheading.

23. Reassignment: For Narrow Body flying only, Flight Attendants may be reassigned to a maximum of four (4) hours past their originally scheduled check-out time. At no time can current CPA flying be included in the extended reassignment duty.
24. Silent Hour Provision: The silent hour provisions in the Collective Agreement as defined in Article 5.01.02.02 will not apply to the Narrow Body Operation.
25. Duty into a Day Off: For the Narrow Body Operation only, Flight Attendants may be scheduled so that the end of the duty period extends into a day off by three (3) hours. The dropping of the duty period of Article 5.22.02 shall apply as well as 5.22.03, .04, and .05.
26. Mixing of CPA and Narrow Body Operations: The Company shall not be permitted to include CPA flying and Narrow Body flying within the same pairing.
27. The Union agrees that the Company can Airport Move-up a Flight Attendant once per month with no financial penalty. Subsequent AMU's will receive the pay compensation of three (3) credit hours for each AMU thereafter. The Company will make every attempt to return the Flight Attendant to their originally scheduled pairing provided that the Flight Attendant's next scheduled flight from their original pairing departs within a reasonable time after their arrival flight operated under the AMU. The integrity of the Flight Attendants originally scheduled pairing should be preserved whenever operationally possible. Notwithstanding, if the Company issues lay-offs to forty (40) permanent Flight Attendants, then the above AMU relief will not apply.
28. The parties agree that the Company may designate reserve Flight Attendant(s) to stand Airport Reserve. (Terms and conditions to be bargained).
29. Changes to LOU: In the event that there are any changes of a significant nature to the Narrow Body Operation, the Union and the Company will meet to discuss and implement any relative changes to the Letter of Understanding.

All rights and privileges as granted under the current Collective Agreement will continue to apply except as altered herein.

This Letter of Understanding shall come into force and effect upon execution, and shall run concurrently with and form part of the current Collective Agreement.

DATED THIS _____ DAY OF _____, 2010

FOR JAZZ

Steve Linthwaite, Vice President, Operations

Kirk Newhook, Director, Labour Relations

Suzanne Asseff, Manager, Labour Relations

Rhonda Bishop, Director, Infl & Onboard Prod

FOR CFAU

Sandra Foley, Vice President East, CFAU

Jennifer Kalmar, Vice President West, CFAU

Garnet Zimmerman- GZ Mediation



The Following resolution is on a without prejudice or precedent basis:

Letter of Understanding

BETWEEN:

JAZZ AVIATION LP

(Hereinafter referred to as "the Company")

AND:

THE CANADIAN FLIGHT ATTENDANT UNION (CFAU/SABC)

(Hereinafter referred to as "the Union")

RE: Narrow Body Operation: Duty Day Limitation

WHEREAS there is currently a dispute between the parties as to the interpretation and application of the 14 hour duty day limitation as outlined in #10 of the Narrow Body Operation LOU;

AND WHEREAS the Union has filed a policy grievance in regard to the 14 hour duty day limitation;

AND WHEREAS the parties agree it is desirable to resolve said 14 hour duty day limitation grievance prior to the issue being resolved in arbitration;

AND WHEREAS the parties have both agreed that this Letter of Understanding will be the settlement of the Thomas Cook 14 hour Duty Day Limitation grievance: 002-10-Item#10(Thomas Cook-Narrow Body LOU)-National;

THEREFORE BE IT RESOLVED that the following terms and conditions will serve as an amendment to the Letter of Understanding: Narrow Body Operations.

All other provisions of the previous Letter of Understanding Narrow Body Operations and the Collective Agreement shall apply except as amended herein. The terms of this Letter of Understanding shall apply to flying governed by the provisions of the Narrow Body LOU.

- 1) For the purposes of the pay premiums which are contained in this LOU, the parties agree that the attached appendix will constitute a complete list of those Flight Attendants who qualify for retroactive payment.

- 2) **Duty Period**

A duty period will not exceed (14) fourteen consecutive hours, but may be extended by up to one (1) hour to fifteen (15) hours for reasons of operational necessity. With the agreement of the Flight Attendant(s) affected, said duty period may be expanded up to a maximum of **seventeen 17 hours on a 'Day of' basis and Flight Attendants shall receive associated pay premiums as outlined in item #5.**

- 3) **At a Crew Base**

When according to the official forecast from SOC, which will be communicated to the In-charge, the duty period is expected to exceed the maximum duty day of 15 hours the flight attendant will not be required to operate the pairing. If the flight attendant does not wish to operate they will immediately notify the Captain of their decision and this decision will be irrevocable. At this time the Captain will inform the Company of the flight attendant's decision and they will be replaced. The Flight Attendant will be subject to reassignment as per the Collective Agreement.

- 4) **Outside Canada**

Once the aircraft has departed Canada, according to the official forecast from SOC, which will be communicated to the In-charge, and the duty period is expected to exceed the maximum duty day of 15 hours, Flight Attendant(s) will be required to perform that duty but shall not be required to exceed sixteen (16) hours. **With the mutual agreement of the Flight Attendant(s) affected, said duty period may be expanded to seventeen (17) hours on a day of basis and Flight Attendants shall receive associated pay premiums as outlined in Item #5.**

- 5) **Pay Premiums**

A flight attendant who remains on duty for 14 hours 01 minutes up to 15 hours 00 minutes will be granted a premium of **two** hundred dollars **(\$200.00)**. If the flight attendant remains on duty and operates for 15 hours 01 minutes up to 16 hours 00 minutes, they will be granted an additional premium of two hundred and fifty dollars **(\$250.00)**. **If the flight attendant remains on duty and operates for 16 hours 01 minutes up to 17 hours 00 minutes, they will be granted an additional**

premium of seven hundred and fifty dollars (\$750.00). The In-charge shall confirm with the Captain and Crew Scheduling any extra duty incurred.

6) **Crew Rest**

At Home Base: Crew rest after sixteen (16) hours or more duty period shall be a minimum of fourteen (14) hours at home base.

Away From Home Base: Crew rest after a sixteen (16) hours or more duty period shall be a minimum of eleven (11) hours away from home base.

Additional Issues:

- 7) **If the circumstances change, after accepting the premiums leading to a longer on duty period than 17 hours, the flight attendants will be notified of any changes and will be required to take their legal rest period. Under no circumstances will Flight Attendants remain on duty beyond seventeen (17) hours.**
- 8) It is understood that the Flight Attendant(s) choice is made on an individual basis, and that no undue pressure or retaliation may be imposed to a Flight Attendant refusing the premium(s) in order to exercise their legal rest period as per this agreement.
- 9) This absolute daily maximum limitation will only apply to the Thomas Cook Charter flying and will not be applied when reassigned from Thomas Cook flying to flying operated on behalf of Air Canada through the Capacity Purchase Agreement.
- 10) **A Flight Attendant reassigned from flying operated on behalf of Air Canada through the Capacity Purchase Agreement will not be required to remain on duty in excess of the duty period as provided for in Article 5.01.05 when reassigned to Thomas Cook flying.**
- 11) This Letter of Understanding shall apply to Reserve and block holders. Reserve Block holders shall not exceed a maximum of 20 hours of aggregate reserve duty as per the Collective Agreement.
- 12) This Letter of Understanding is subject to ratification by CFAU/SABC members. Should the membership fail to ratify this Letter of Understanding, the Union reserves the right to continue to bring this matter to arbitration for resolution. **The arbitration hearing, before Arbitrator T. Hodges, shall be adjourned pending the above ratification. Arbitrator Hodges shall remain seized of this matter. The terms of this Letter of Understanding shall be without prejudice or precedent to the positions of either party in said arbitration.**
- 13) As a show of good faith and understanding the importance of the continued success of the Thomas Cook operation, the Union is prepared to permit immediate compensation payments to Flight

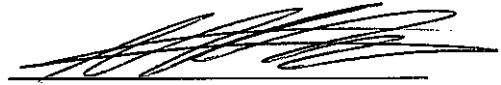
Attendants who agree to expand their duty day beyond fourteen (14) hours until the completion of the ratification vote.

Signed on Behalf of the Union:

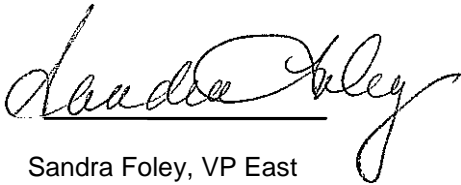
A handwritten signature in cursive script, appearing to read 'J. Kalmar', written over a horizontal line.

Jennifer Kalmar, President

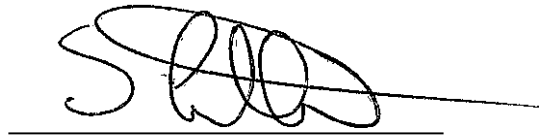
Signed on Behalf of the Company:

A handwritten signature in cursive script, appearing to read 'Colin Copp', written over a horizontal line.

Colin Copp, CAO

A handwritten signature in cursive script, appearing to read 'Sandra Foley', written over a horizontal line.

Sandra Foley, VP East

A handwritten signature in cursive script, appearing to read 'Steve Linthwaite', written over a horizontal line.

Steve Linthwaite, VP Flight Operations

APPENDIX 1 ADR Process

The Company and the Union recognize the benefits of moving towards a more progressive labour/management dispute resolution practice which provides for an expedited and cost effective process that supports the education of the parties through a designated Chief Mediator/Arbitrator.

1. All efforts will be made on both sides to ensure that issues are resolved as early in the process as possible and that both sides will conduct themselves in good faith and full commitment to the process;
2. The Company and the Union agree that the ADR Process will apply to unresolved issues arising from interpretation, application, administration or alleged contraventions of the Collective Agreement, as well as any other issues for which the parties mutually agree are to be advanced to the Chief Mediator/Arbitrator;
3. The grievance process under Article 25 shall follow the normal course as outlined in the Collective Agreement;
4. The Chief Mediator/Arbitrator shall be copied on all Step 2 grievance replies which remain unresolved which the parties have agreed will be advanced to the ADR process;
5. Prior to the ADR Process, the parties will supply the Chief Arbitrator and each other with a written brief, outlining the basis of the grievance, the basis of the denial, the relevant facts, and provide copies of any submissions and witness statements. Authorities may also be included;
6. The Union will provide their submission no less than eight (8) business days prior to the scheduled date for the ADR to both the Chief Arbitrator and the Company. In turn, the Company will provide their submissions no less than four (4) business days prior to the scheduled ADR to the Chief Arbitrator and the Union. When the burden of proof is on the Company, the above time lines will be reversed. These timelines may be reduced by mutual agreement of the parties;
7. Prior to or during the ADR process the parties will determine whether the Chief Mediator/Arbitrator, in the course of the ADR Process, will attempt to mediate the dispute(s) brought forward or, will be seized with issuing a ruling on the matter. In addition, the Chief Mediator/Arbitrator may elect to move an issue to a formal arbitration process should they feel that the expedited process is inadequate to deal with a particular issue;
8. The Parties share equally all costs associated with the ADR Process;
9. Either the Company or the Union may, upon providing written notice, elect to exclude a grievance from the ADR Process;
10. Grievances referred to the ADR Process will be conducted in the normal manner. However, examinations in chief will be replaced by a written statement from each witness; which will then be provided to the parties in advance. In exceptional circumstances, should either party wish to have an examination in chief witness present at the ADR Process, both parties must be in agreement;

11. For the sake of efficiency, it is hereby agreed to by the parties that attendance at the ADR processes will be limited to only those who are deemed necessary by the party advancing the grievance. It is therefore understood that the applicable base that initiated the grievance(s) will be represented by no more than two (2) members of the Executive, and one Base Officer, unless otherwise agreed to in advance.

FLYING BLOCK PRORATION CHART

PRORATION IS FOR Vacation/Leave ONLY <u>30 DAY MONTH</u>			PRORATION IS FOR Vacation/Leave ONLY <u>31 DAY MONTH</u>		
Days of VAC/Leave	Days in month	Minimum Days off	Days of VAC/Leave	Days in month	Minimum Days off
0	30	10	0	31	10
1	30	10	1	31	10
2	30	10	2	31	10
3	30	9	3	31	10
4	30	9	4	31	9
5	30	9	5	31	9
6	30	8	6	31	9
7	30	8	7	31	8
8	30	8	8	31	8
9	30	7	9	31	8
10	30	7	10	31	7
11	30	7	11	31	7
12	30	6	12	31	7
13	30	6	13	31	6
14	30	6	14	31	6
15	30	5	15	31	6
16	30	5	16	31	5
17	30	5	17	31	5
18	30	4	18	31	5
19	30	4	19	31	4
20	30	4	20	31	4
21	30	3	21	31	4
22	30	3	22	31	3
23	30	3	23	31	3
24	30	2	24	31	3
25	30	2	25	31	2
26	30	2	26	31	2
27	30	1	27	31	2
28	30	1	28	31	1
29	30	1	29	31	1
30	30	0	30	31	1
			31	31	0

RESERVE PRORATION CHART						
PRORATION IS FOR Vacation/Leave ONLY <u>30 DAY MONTH</u>				PRORATION IS FOR Vacation/Leave ONLY <u>31 DAY MONTH</u>		
Days of VAC/Leave	Days in month	Minimum Days Off		Days of VAC/Leave	Days in month	Minimum Days Off
1	30	13		1	31	13
2	30	13		2	31	13
3	30	12		3	31	12
4	30	12		4	31	12
5	30	11		5	31	11
6	30	11		6	31	11
7	30	10		7	31	11
8	30	10		8	31	10
9	30	10		9	31	10
10	30	9		10	31	9
11	30	9		11	31	9
12	30	8		12	31	8
13	30	8		13	31	8
14	30	7		14	31	8
15	30	7		15	31	7
16	30	7		16	31	7
17	30	6		17	31	6
18	30	6		18	31	6
19	30	5		19	31	6
20	30	5		20	31	5
21	30	4		21	31	5
22	30	4		22	31	4
23	30	4		23	31	4
24	30	3		24	31	3
25	30	3		25	31	3
26	30	2		26	31	3
27	30	2		27	31	2
28	30	1		28	31	2
29	30	1		29	31	1
				30	31	1

*Part-time Flight Attendant
Vacation proration chart*

Proration for vacation 30-day month				Proration for vacation 31-day month			
Days of vacation	# of Reserve/work days	Days off		Days of vacation	# of Reserve/work days	Days off	
0	10	20		0	10	21	
1	10	19		1	10	20	
2	9	19		2	9	20	
3	8	19		3	8	20	
4	8	18		4	8	19	
5	7	18		5	7	19	
6	6	18		6	6	19	
7	6	17		7	6	18	
8	5	17		8	5	18	
9	4	17		9	4	18	
10	3	17		10	3	18	
11	3	16		11	3	17	
12	2	16		12	2	17	
13	1	16		13	1	17	
14	1	15		14	1	16	
15	0	15		15	0	16	

APPENDIX 3 - SCHEDULE OF BENEFITS