

## **ARTICLE 1: PURPOSE**

This Agreement is ~~made~~ and entered into by CanJet Airlines, a division of I.M.P. Group Limited, hereinafter referred to as the "Company" and the Canadian Union of Public Employees and its Local 4044, hereinafter referred to as the "union".

### **1.01**

The purpose of this Agreement is to ~~set~~ forth the rights of the parties and the rules concerning ~~wages~~, hours of ~~work~~ and ~~working~~ conditions which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the Employees to co-operate fully ~~so as to~~ provide ~~for~~ the operation of the services of the Company in a manner which will ~~further~~, to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable ~~working~~ conditions.

## **ARTICLE 2: DEFINITIONS**

### **2.01 AGREEMENT:**

The Collective Agreement, Letters of Understanding, and Letters of Interpretation and the Scheduling Rules negotiated between the Company and the Union ~~including~~ amendments or interpretations thereto and covered by letters ~~or~~ written amendments signed by the UNION and the COMPANY .

### **2.02 BASE**

Company appointed location where Flight Attendants are based.

At ~~ratification~~ of this agreement, permanent flight attendant bases are located in ~~Halifax Montreal, Toronto~~ and Vancouver.

It is the Company's exclusive right to open, ~~expand~~, reduce ~~or~~ ~~dose~~ seasonal and/or permanent night attendant bases at any time.

### **2.03 BLOCK:**

The Employee's awarded ~~monthly~~ schedule.

### **2.04 BLOCK HOURS:**

The Employee's actual flight time.

### **2.05 COMPANY:**

CanJet Airlines, A Division of I.M.P. Group Limited

### **2.06 DAY:**

Means a twenty-four (24) hour consecutive period ~~starting~~ at 0001 hours.

**2.07 DEADHEAD:**

Travel by air or surface transportation at Company request to meet the requirements of service.

**2.08 DRAFT:**

A draft is the involuntary assignment of an Employee to duty on a scheduled day off.

**2.09 EMPLOYEE:**

In-Charge Flight Attendant and Flight Attendant.

**2.10 FERRY FLIGHT:**

A flight, without revenue passengers, used to position the aircraft

**2.11 FLIGHT ATTENDANT:**

An Employee in the service of the Company who is responsible for performing or assisting in the performance of in-flight services. She/he shall report to the Director, Cabin Services on all matters relating to Cabin Safety, Company Standards and Service. She/he shall report to the In-Charge Flight Attendant during the duty period. She/he shall meet/maintain the qualifications and safety and service responsibilities as indicated in the Company's Flight Attendant Manual.

**2.12 FLIGHT TIME:**

Total time from the moment the main passenger boarding door is closed for departure until the moment the aircraft is parked and the main passenger boarding door is reopened for disembarkment

**2.13 FLIGHT TIME CREDIT HOURS:**

Units of time that an Employee earns for accumulating time towards his/her maximum monthly flight time limitation.

**2.14 GUARANTEED DAY OFF (GDO):**

An unbroken period of at least twenty-four (24) hours off duty commencing at 0001 hours at the Employee's home base.

**2.15 IN-CHARGE FLIGHT ATTENDANT:**

An Employee who is on the In-Charge list, or who, as part of his/her duties as a Flight Attendant is assigned to a flight in the position of "In-charge". She/he shall report to the Director, Cabin Services in all matters relating to Cabin Safety, Company Standards and Service. She/he shall report to the Pilot in Command during the duty period. She/he shall meet/maintain the qualifications and safety and service related responsibilities as indicated in the Company's Flight Attendant Manual.

**2.16 IRREGULAR OPERATION**

Extraordinary events, not falling under an emergency operation category which disrupts the schedule of a flight or flights and negatively impacts the originally scheduled departure and or arrival time of passengers through the Company network.

**2.17 MINIMUM MONTHLY GUARANTEE (MMG):**

The ~~minimum monthly salary~~ to be paid ~~to~~ Employees in accordance with Article 14.08.

**2.18 MIXED BLOCK:**

A mixed block is a **monthly** block whereby there are more ~~than~~ **four (4)** reserve days with a flight time credit between seventy (70) and seventy-nine (79). ~~Any block that has four (4) reserve days or less will be considered a regular block.~~

**2.19 MONTH:**

A complete calendar month for **all** purposes of the Agreement **including** pay and flight-time **limitations**, except that in ~~other than~~ a leap year, February shall be the period from January 31<sup>st</sup> to **March 1<sup>st</sup> inclusive** and in a leap year February shall be the period ~~from~~ January 31<sup>st</sup> to February 29<sup>th</sup> inclusive.

**2.20 OPEN FLYING:**

Flights or **pairings** that are left **out** of the block awards because they do not **fit into a** schedule and/or flights or **pairings** that become available after the awarding of schedules.

**2.21 PAIRING:**

A **series** of flights that takes the Employee away from his/her home base and that ends with a flight that **returns** the Employee back to his/her home base.

**2.22 PERMANENT EMPLOYEE:**

An employee who **has been hired on** a full time year- round basis.

**2.23 PRONE REST: AWAY FROM BASE**

Within the Ten (10) Hours and Fifteen (15) Minute period free from **duty** away **from** home base, there shall be a **minimum** of eight (8) hours of prone rest with hotel key in hand.

**2.24 REGULAR BLOCK :**

A **regular** block is a **monthly** block whereby there are **four (4)** reserve **days** or less with a flight time credit between eighty (80) and **ninety (90)**.

**2.25 RESERVE:**

A period of **time** during which **an** Employee must be available (**on call**) in accordance with Article B13.

**2.26 REST PERIOD:**

A period of **time** free of all **duty** with the Company in accordance with Article B9.

**2.27 SEASONAL EMPLOYEE:**

**An** employee who is employed by the company **on** a seasonal basis to cover specific operational requirements. The **length** of employment **will** be **clearly defined** in the employment **offer**. Seasonal employees may recur from year to year **on an** as-need basis.

**2.28 STAND OVER DAY:**

A period of time free **from** all **duty** away **from** home base

**2.29 UNION:**

The Canadian **Union** of Public Employees and its Local 4044

**2.30 VACATION YEAR**

The period **from** April 1<sup>st</sup> to March 31<sup>st</sup> inclusive

**ARTICLE 3: UNION RECOGNITION**

**3.01 Recognition**

The Company recognizes the **Union** as the sole bargaining agent for "all Employees of CanJet Airlines, a division of I.M.P. Group Limited employed in the Cabin Services unit, excluding the Director, Cabin Services; Manager, Cabin Services; ~~Manager~~, Training & Regulatory, Cabin Services Base Supervisor(s); Cabin Services Senior Check Supervisor & Check Supervisors; Cabin Services Instructor, Development and Standards and Program Developer" as certified by the Canada Industrial Relations Board on March 10, 2006, or as may be subsequently amended by the Board or agreed by the Company and the **Union**.

**3.01.02**

In the event **that** the Company **changes** ownership, merges with another Company **or** in any way changes its Corporate identity, this agreement **will** remain in full force and effect and the certificate issued by the Canada Labour Relations Board **then** in effect shall not be affected in any way, except as otherwise governed **or** directed by the Board. In any event, the provisions of the Canada Labour Code, Part 1, in dealing with such events shall apply.

**3.02 Membership**

All Employees who, on the date of the signing of this Agreement, are **Union members** in good standing, or who may subsequently become **Union** members in good **standing**, will as a condition of employment **maintain Union membership**. All Employees who, as of the effective date of this Agreement, are not **Union** members **will not** be required to become members as a condition of employment. All new Employees hired as of the date of the signing of this Agreement **will**, as a condition of employment, become **Union members** within **thirty (30) days from** the date of **employment**

**3.03 Union Dues**

**3.03.01**

The Company agrees to deduct **Union** dues in the amount of one point five percent (1.5%) of total **gross** earnings from each bi-weekly payment of wages for each **Employee** in the **bargaining unit**

### 3.03.02

The Company agrees to change the percentage of **Union** dues deducted from each **Employee** in the **bargaining unit** when a new rate is advised by the **Union**, provided that the new rate is effective at the **beginning of a pay period**, and that sufficient notice **has** been **given to the Company** to allow for any required software **changes to** be made in time to coincide with the implementation of the new **rate**.

### 3.03.03

The amount of **Union** dues deducted **shall** be remitted with a statement to the **Secretary/Treasurer** of the **Union** by **mail** on or before the **fifteenth (15th) day of the month** following the month in **which** the dues have been deducted. The Company will, at the time **of making such remittance to the Union**, specify the **Employees** from whose pay **such** deductions were made and the amount of each deduction, the **Employee's address** and the **Employee's gross salary**.

### 3.03.04

The **Union shall indemnify** and save harmless the Company, including its **agents** and **Employees** **from any and all claims** or actions brought by an **Employee arising out of or in any way related to the deductions made in accordance with this Article**.

## 3.04 Union Representation

### 3.04.01

Upon reasonable notification, the Company **will** not unreasonably deny a request from an accredited representative of the **Union** for **access to its work premises**.

### 3.04.02

The Company **will** determine a period of time when **an officer of the Union** shall be **given an opportunity to address new Employees**.

## **ARTICLE 4: MANAGEMENT RIGHTS**

### 4.01

It is the exclusive right of the Company, subject to the terms and conditions of the Agreement, to: determine the policies of the Company; manage and direct its operations; maintain order, discipline and efficiency; and hire, discharge, classify, promote and layoff Employees. All functions, rights, powers and authorities, which the Company has not specifically abridged, deleted or modified by this Agreement, are recognized by the Union as being retained by the Company.

## **ARTICLE 5: STRIKES & LOCKOUTS**

### **5.01**

This Agreement provides for the just settlement of disputes within the jurisdiction of this Agreement, which may rise between the parties hereto, and binds them to accept and abide by a decision of an Arbitrator, should they fail to settle such disputes.

### **5.02**

It is therefore agreed by the parties hereto, that during the life of this Agreement or while in negotiations for its amendments, or renewal, there shall be no illegal strikes, slowdowns, stoppages of work or other interference with operations by the Employees covered by this Agreement; nor any lockout by the Company.

## **ARTICLE 6: SENIORITY & SENIORITY LIST**

### **6.01 Seniority General**

#### **6.01.01**

Bargaining Unit Seniority on the seniority list will begin to accrue from the first day on which the Employee has successfully completed training and has been released to the line and will continue to accrue except as otherwise provided for in this agreement

#### **6.01.02**

Where two (2) or more Flight Attendants are released to the line on the same date, their position on the seniority list shall be determined by the drawing of lots.

#### **6.01.03**

Seniority is defined as the length of service in the bargaining Unit and shall include unbroken bargaining unit service with the Company prior to the certification or recognition of the Union.

#### **6.01.04**

In-Charge Flight Attendants shall have their seniority determined by their position on the seniority list

#### **6.01.05**

Subject to the provisions of this Agreement, bargaining unit **seniority** shall govern **layoff**, permanent reduction of ~~the~~ workforce, recall, **scheduling** and vacation award and transfers to a base, ~~within classification~~.

## 6.02 Bargaining Unit Seniority List

### 6.02.01

The Company shall ~~establish~~ and **maintain** a **Seniority** List showing for each Employee listed **thereon**:

- (i) **Seniority Number;**
- (ii) Employee Name;
- (iii) Employee Base;
- (iv) Bargaining Unit Seniority Date;
- (v) Classification – Flight Attendant ~~or~~ In-Charge Flight ~~Attendant~~;**and**
- (vi) Company Service Date

### 6.02.02

The Company shall publish **Bargaining Unit, Base and Seasonal Seniority** Lists ~~which are~~ to be updated semi-annually on **January 31<sup>st</sup>** and **July 31<sup>st</sup>**. A copy of each Seniority List shall be posted electronically on the Company website. The lists shall be **open** for correction for a period of **thirty (30) calendar days** from the **date of posting**, upon **an** Employee or a representative of the **Union** presenting proof of **an error**.

### 6.02.03

The Seniority List **will form** part of this agreement and is attached hereto as **“Appendix A”**

## 6.03 Cabin Services Management

### 6.03.01

For the purpose of **this** article, Cabin **Services** Management is defined as any employee of the Cabin Services Department who holds a position that is excluded **from the Bargaining Unit** as per the certification order dated **March 10<sup>th</sup>**, 2006 issued by the Canada Industrial **Relations Board**.

### 6.03.02

Upon ratification, Employees accepting a Cabin Services Management position as defined in article 3.01 shall have the **option to return** to the bargaining unit for a period of **six (9**

months. ~~Should~~ they choose not to ~~exercise this option~~, their ~~seniority and all rights~~ under the Collective Agreement shall be forfeited.

As it ~~pertains~~ to classification, ~~Cabin Services Management~~ employees ~~returning~~ to the line shall ~~revert~~ to their classification prior to ~~assuming~~ the management ~~position~~. This shall not result in the reclassification or lay-off of Employees ~~in the bargaining~~ unit.

### 6.03.03

Cabin Services Management may ~~only perform such bargaining unit work as follows~~:

- 6.03.03.01 ~~to prevent~~ the cancellation ~~or~~ disruption of a flight due to a shortage of employees;
- 6.03.03.02 to qualify a ~~Manager or Supervisor~~ on aircraft type;
- 6.03.03.03 for the purpose of training bargaining unit ~~members~~ in new or ~~amended~~ procedures;
- 6.03.03.04 to complete line indoctrination, required line checks, ~~or~~ observation flights on a ~~bargaining unit member~~; ~~or~~
- 6.03.03.05 to perform service testing and quality ~~control~~ of ~~in-flight~~ product.

### 6.03.04

Cabin Services Management reserves the right to displace an Employee for ~~the~~ purpose of executing her/his assigned responsibilities. ~~i.e.~~ line check, line indoctrination, service checks. Where an Employee is displaced ~~by~~ Cabin Services Management, the displaced Employee shall be subject to reassignment, including reserve, for the period of her/his scheduled pairing(s). The Employee will receive the ~~greater~~ of the original flight/pairing or ~~the~~ actual flight time credits.

## ARTICLE 7: LAY-OFF & RECALL

### 7.01

The Company shall provide a ~~minimum of two (2) weeks~~ written notice of a lay-off and shall post a copy of the notice of ~~lay-off~~ on the Union bulletin board.

### 7.02

~~Should there~~ be a reduction ~~in the~~ workforce; Employees ~~will be subject to layoffs~~ in reverse ~~order~~ of their bargaining Unit seniority. This will be performed first by base, and then in accordance with the Employee's ~~bargaining~~ unit seniority.

### 7.02.1



A laid off Employee may bump ~~an~~ Employee with less ~~seniority~~ at another base. Any positions available at another base should be offered in order of ~~seniority~~ with the right to refuse without prejudice to his/her subsequent ~~r e d~~ rights. Where Employees are recalled to their home base ~~for a minimum of three (3) bid periods or more~~ they shall accept the recall or forfeit their seniority and deemed to be resigned.

Should an Employee exercise bumping rights to ~~maintain~~ employment, the base ~~into which~~ the Employee bumps shall be deemed to be the Employee's permanent base.

Employees wishing to ~~transfer~~ between bases for any other reason shall do so in accordance with the job postings provision outlined in Article 17.15.

#### 7.02.2

Each Employee, bumped ~~in this way~~, may exercise his or her ~~seniority~~ rights as described in this article, provided that there is ~~an~~ employee who has less seniority than he or she has. Employees may exercise bumping ~~rights~~ at another base for the purpose of ~~retaining~~ his or her employment. An Employee receiving a lay off notice shall have five (5) business days ~~from~~ the receipt of the letter to ~~notify~~ the Company of their decision to accept the lay off or exercise their right to bump. The Company will identify bumping options, if available, at the time the lay off notice is given.

#### 7.03

The Company shall ~~notify~~ Employees of recall, ~~in order of seniority~~, by registered mail to the Employee's home address. Employees must respond by telephone to the contact indicated in the letter of recall within five (5) business days of receipt of the ~~letter~~ of recall. It is the responsibility of the Employee to ~~notify~~ the Company of any change of address. Employees that do not respond to the letter of recall shall be considered to have resigned, and shall lose all ~~seniority~~ rights.

#### 7.04

Employees accepting a recall must report for duty ~~within~~ two (2) weeks from the date of the letter of recall, or ~~on the date required if later than two (2) weeks from the date of the letter of recall.~~

#### 7.05

Employees ~~on layoff~~ shall maintain their ~~seniority~~ and right of recall for a period of twenty-four (24) months from date of layoff.

Any recall of any length shall ~~retrigger~~ the twenty-four (24) month layoff period.

#### 7.06

All Employees on lay off shall be offered any available bargaining unit work prior to new employees being hired.

7.07 Permanent Employees Recalled for Seasonal Work

7.07.1

Seasonal flight attendant positions shall be offered first to permanent flight attendants on lay off in order of bargaining unit seniority.

7.07.2

Permanent flight attendants electing not to accept recall for seasonal work other than at his/her home base, shall not forfeit his/her seniority or right of recall.

Permanent flight attendants refusing to accept recall for seasonal work of three bid periods or more at his/her home base shall forfeit his/her seniority and be deemed to have resigned.

ARTICLE 8: DISCIPLINE & DISCHARGE

8.01

Discipline or discharge initiated by the Company shall be for just and sufficient cause.

8.02

When discipline or discharge action is taken, the Employee and the Union shall receive copies of all letters placed on the Employee's file pertaining to such discipline or discharge.

8.03

Prior to scheduled meeting which may result in discipline or discharge, the Company shall verbally advise the Employee of the reasons for the meeting. The Employee shall have the right to have a union representative present for the meeting. Meeting shall be held at a time mutually agreed upon between the Union and the Company. During the meeting, the Employee and her/his union representative shall be given the opportunity to present evidence and respond to the allegations made against the Employee. Disciplinary meetings include meetings for the purpose of investigation.

8.03.01

Employees have the right to have a Union representative present for all meetings with the Company.

8.04

An Employee who has been disciplined with a loss of pay, suspended pending discharge or discharged, and who considers herself/himself unjustly dealt with, may file a grievance in accordance with Article 9 at Step 2.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **9.01**

The Company and the Union recognize that grievances may arise as a difference between the parties concerning the interpretation, application or administration of this Agreement

### **9.02**

Any Employee who considers himself/herself aggrieved shall attempt to obtain a satisfactory settlement with the Director, Cabin Services or his/her designate and may, when a meeting is held, choose to be accompanied by his/her Union representative within fourteen (14) calendar days of when the Employee should reasonably have known of the circumstances giving rise to the grievance. If the matter has not been resolved within fourteen (14) calendar days of that discussion, a grievance may be filed in writing in accordance with the following, otherwise the matter is deemed to be abandoned.

### **9.03: Step 1**

The Union shall submit a written grievance, signed by the grievor, to the Director, Cabin Services or his/her designate, who may convene such meetings as he/she deems necessary and, in any event, whose decision shall be rendered in writing within fourteen (14) calendar days from the receipt of the written grievance.

### **9.04: Step 2**

Within fourteen (14) calendar days of receipt of the Step 1 decision, the Union may advance the grievance to the Director, Human Resources. The last Tuesday of each month shall be scheduled for the Company and the Union to meet and discuss all grievances advanced to Step 2. Following the meeting, the Company response should be provided in writing within fourteen (14) calendar days.

The Company shall bear the cost of flight release, flights, per diem and hotel accommodation for the grievor if necessary.

### **9.05**

A grievance not progressed within the specified time limits shall not be subject to further appeal. A decision not rendered by the Company within the specified time limits may be progressed to the next step of the grievance process.

### **9.06**

The time limits specified may be extended by expressed mutual consent between the **Union and the Company**.

#### 9.07

A **grievance not** settled at Step 2 of the **process** may be progressed to Arbitration in accordance with Article 10 of this agreement

#### 9.08

The parties, upon request, **shall** provide each other with copies of **all** documents relevant to the **grievance**.

### **ARTICLE 10: ARBITRATION**

#### 10.01

If the **grievance** is not satisfactorily settled at Step 2, the **grievance** may be referred to arbitration, within **thirty (30)** calendar days after the **Step 2** decision is rendered.

#### 10.02

The parties agree that grievances **will** be heard by a single Arbitrator **who** will be **mutually** agreed upon by the parties. If **mutual** agreement is **not** reached, either party may apply to the Minister of **Labour** for the appointment of **an** Arbitrator.

#### 10.03

The Arbitrator **shall** have **all** of the **powers** granted to arbitrators **under** the Canada Labour Code, but **shall** not have the authority to alter or **amend** any of the **provisions** of this Agreement, **nor** to substitute **any** new provisions in lieu thereof, **nor** to render **any** decision contrary to the *terms* and provisions of **this** Agreement.

#### 10.04

The **Company** and the **Union** shall **each** pay one **half** of the **remuneration** and expenses of the Arbitrator and **each** party **shall** bear its **own** expenses.

### **ARTICLE 11: VACATIONS & GENER HOLIDAYS**

#### 11.01

**For** the purpose of calculating and recording vacation, the **vacation year** shall be the period from April 1st to March 31st.

#### 11.02

The Company reserves the right to declare one (1) "black out" period of one month in any vacation year during which vacation will not be awarded due to operational requirements. This period, if applicable, will be indicated on the vacation bid packages.

#### 11.03

Employees who have worked less than a full vacation year shall have their vacation pro-rated at .833 days per month of employment.

#### 11.04

Employees who work a full vacation year shall be entitled to the following vacation days:

1 – 3 years	10 days
3 – 12 years	15 days
12+ years	20 days

#### 11.05

Vacation shall be awarded in order of seniority within classification and by base.

#### 11.06

Employees having less than three (3) years continuous service with the Company as of March 31<sup>st</sup> shall receive vacation pay equal to four percent (4%) of their total earnings in the preceding fiscal year.

Employees having three (3) or more and less than twelve (12) years continuous service with the Company as of March 31<sup>st</sup>, shall receive vacation pay equal to six percent (6%) of their total earnings in the preceding fiscal year.

Employees having twelve (12) or more years continuous service with the Company as of March 31<sup>st</sup>, shall receive vacation pay equal to eight percent (8%) of their total earnings in the preceding fiscal year.

#### 11.07

Employees shall be credited four hours and fifteen minutes (4:15) flight time credits for each vacation day for the purposes of scheduling, maximum flight time limitations and calculating overtime entitlement

#### 11.08 Vacation Splits

Employees will be able to split their vacation as follows:

**11.08.01**

Where the entitlement is less than five (5) days, Employees are not eligible to split

**11.08.02**

Where the entitlement is six (6) days or more, Employees will have the option to take the total entitlement in consecutive calendar days or split them in five (5) day periods as follows:

10 days -- 1 split

15 days – 2 splits

20 days – 3 splits

**11.09 Vacation Bid & Award Procedures**

**11.09.01**

A vacation bid package will be provided to each Employee by November 1<sup>st</sup>. The bid package shall include the following

- i) the total vacation periods available during the following vacation year;
- ii) each Employee's vacation entitlement for the following vacation year;
- iii) a vacation year calendar indicating all general holidays; and
- iv) a vacation bid sheet

**11.09.02**

Employee's shall have until November 30<sup>th</sup> following the publishing of the vacation bid package to submit his/her vacation bid to the Company. Employees who fail to bid will be assigned remaining vacation periods.

**11.09.03**

Vacation awards shall be posted no later than January 15<sup>th</sup> of each vacation year.

**11.09.04**

A vacation week will commence on a Monday and end on a Sunday. The Employee shall bid his/her vacation days within this seven (7) day period.

**11.09.05**

Where a general holiday may fall on a day in which an Employee has bid vacation, the Employee shall bid for the extra day immediately preceding or following the awarded entitlement. This day shall be the day in lieu of the holiday because it was not able to be used during their vacation.

11.09.06

If following the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacation granted in any month may be made with the mutual consent of the Union and the Company.

11.09.07

Vacation given to an Employee shall be for a period of five (5) days. Two (2) of the Employee's Guaranteed Days Off for the monthly block shall be added prior to or following the vacation entitlement at the Employee's request. These GDO's shall be deducted from the minimum ten (10) GDO's per month.

11.09.08

When an Employee changes classification their awarded vacation moves with them.

11.10 Vacation Switches

Employees may trade his/her vacation with another Employee within classification by base.

11.10.01

At the request of the Employee, Employees within classification may have his/her vacation reassigned to any available week that has not been bid with concurrence of the Company. Un-bid weeks will be indicated as such on the final vacation award.

11.10.02

Employee's requests for vacation switches or reassignments shall be submitted in writing to the Company prior to the construction of the monthly blocks for the following month. e.g. prior to the 16th on the previous month.

11.11 General Holidays

11.11.01

General Holidays shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Civic Holiday (Natal Day): YHZ Natal Day
	YUL St. Jean Baptiste Day
	YYZ Simcoe Day
	YVR BC Day
	YWG 1 <sup>st</sup> Monday in August

Whereby new bases in other provinces are opened, the Civic Holiday will be identified.

**11.11.02**

An Employee who works on a general holiday will be paid in addition to the minimum monthly guarantee the greater of:

**11.11.02.01** Four hours and fifteen minutes (415) at one and one half times (1.5 x) his/her hourly rate; or

**11.11.02.02** One and one half (1.5 x) times his/her hourly rate for the actual flight time credits worked on the general holiday.

**ARTICLE 12: SICK LEAVE**

**12.01.01**

Employees are required to notify crew scheduling immediately when unable to report for work due to illness. All attempts should be made to notify crew scheduling in as far advance as possible to ensure crew member replacement. If there is no notification, absence may be considered absent without pay.

**12.01.02**

Employees shall be required to provide, to Cabin Services, a doctor's note for a period of illness of three (3) days or more upon return to work to certify that he/she is able to perform all duties and responsibilities as assigned.

**12.01.03**

A Doctor's note may be requested for any absence where the Company suspects sick leave abuse. This request shall not be exercised unreasonably.

In the event where the Company requests a doctor's note due to suspected sick leave abuse, any associated costs of obtaining such note shall be reimbursed by the Company upon submission of receipt and note.

**12.01.04**



Employees shall be returned to home base, at the Company's expense, via the most appropriate method of transportation.

#### 12.01.05

Should it be necessary for an Employee to visit a doctor while away from home base, any fees that are not covered by insurance shall be absorbed by the Company.

#### 12.01.06

The Company shall provide hotel accommodation during illness away from base and the Employee shall be paid standard per diem rate.

#### 12.01.07

When an Employee is removed from a multiple day pairing, should they be capable of returning to work at any time during the aforementioned pairing, she/he will be reassigned by Crew Scheduling respecting all legalities within this agreement

#### 12.01.08

An Employee with a legitimate medical condition that prevents her/him from carrying out her/his assigned flying duties, may request to be temporarily assigned to non-flying office duties. Such requests shall not be unreasonably withheld, provided there are non-flying duties available in the office. An Employee shall continue to accrue seniority while assigned to non-flying duties, provided that such accommodation is in accordance with the duty to accommodate or assists with returning the Employee to regular flying duties. Employees who are assigned modified non-flying duties shall be credited four (4) hours (4:00) for each day worked, and the Employee shall not have days deducted from his/her sick leave bank.

#### 12.02

An Employee shall receive six (9) sick days on April 1<sup>st</sup> of each year.

#### 12.03

When an Employee reports unavailable for duty as a result of sickness, his/her sick leave bank shall be charged one (1) day for each period of twenty-four (24) hours, for which the Employee was scheduled to work.

#### 12.04

Where sick leave is used, in accordance with Article 12.02, an Employee shall be credited with three (3) flight time credits.

## **ARTICLE 13: LEAVES OF ABSENCE**

### **13.01.01**

Upon written request to the Director, Cabin Services, an Employee may request, and based upon operational requirements, may be granted, an unpaid leave of absence for a period not to exceed sixty (60) days. This period may be increased by mutual consent of the Company and the Union. Human Resources will administer all leaves of absences, and will notify the Union of approved leaves of absence.

Leave of Absence requests shall be received a minimum of ten (10) business days prior to the start date of the requested Leave of Absence.

### **13.01.02**

When a leave of absence is granted, the Employee shall retain and accrue his/her seniority rights. However, should the Employee engage in other unauthorized employment while on an approved leave of absence, he/she may be subject to disciplinary action.

## **13.02 Maternity Leave**

### **13.02.01**

Employees who are eligible for maternity leave are entitled to the terms and conditions for such leave in accordance with the *Canada Labour Code*. Female Employees may take maternity leave without pay and will be eligible for Company benefits as provided for under Article 16 of this Agreement.

### **13.02.02**

An Employee will give the Company at least four (4) weeks written notice along with a medical certificate from her physician indicating her expected delivery date, and her request for maternity leave, unless there is a valid reason why such notice cannot be given. The Employee will also indicate the date she wants to begin her maternity leave as well as her planned return to work date. Should an Employee wish to change the planned return to work date she provided to the Company, she must give the Company four (4) weeks notice of the new planned return to work date.

### **13.02.03**

Maternity leave will commence no sooner than eleven (11) weeks prior to the expected delivery date.

### **13.02.04**

Maternity leave will end after seventeen (17) weeks, unless the maternity leave is terminated earlier as per Article 13.02.02.

### 13.02.05

~~During~~ maternity leave, an Employee's ~~seniority~~, years of service, travel benefits and Company provided health and medical ~~coverage~~ (subject to the ~~Employee remitting~~ required premiums) will not be affected.

### 13.02.06

Should the Company implement a Maternity Leave Top Up Program, Bargaining ~~Unit~~ members shall be eligible to participate in the ~~program~~ under the same ~~terms~~ and conditions of the program as ~~other~~ Company employees

## 13.03 Reassignment During Pregnancy

### 13.03.01

An Employee who is pregnant ~~or~~ nursing, may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24<sup>th</sup>) ~~week following~~ the birth, request the Company to ~~modify her~~ job functions ~~or~~ reassign her to another job ~~if~~, by ~~reason~~ of the pregnancy or nursing, continuing any of her current job functions may pose a risk to ~~her~~ health or to that of ~~the~~ fetus or child.

### 13.03.02

~~An~~ Employee's request for reassignment under 13.03.01 must be accompanied by a ~~certificate~~ of a qualified physician indicating the expected duration of the ~~potential~~ risk and the activities or conditions to avoid ~~in~~ order to ~~eliminate~~ the risk.

### 13.03.03

~~Should an~~ Employee's physician deem at any time that the continuation of an Employee's duties or reassignment to any position may pose a risk to the health of the Employee or the fetus; the Employee ~~will~~ be eligible to apply for benefits under the Company's Short Term Disability Program.

### 13.03.04

If reassigned to another position, the Employee will continue to be paid at her regular rate of pay.

### 13.03.05

The reassignment selected will be to a ~~position~~ for ~~which~~ the Employee is qualified and can reasonably perform at ~~her~~ base.

### 13.03.06

If reassignment cannot be immediately facilitated, the Employee may stop working until the reassignment is made or until her delivery date. In this case, she shall be eligible to apply for benefits under the Company's Short Term Disability Plan.

### 13.03.07

An Employee who exercises the right granted to her under this Article will retain all the benefits (subject to the Employee paying required premiums) related to the job she held before the reassignment or before she stopped working.

## 13.04 Parental Leave

### 13.04.01

An Employee who has completed six (9) consecutive months of continuous employment with the Company will be entitled to a Parental Leave of Absence for a maximum of thirty-five (35) weeks without pay, when a child has or will come into the Employee's actual care and custody, during the fifty-two (52) weeks following the date that the child is born, or the date the child is placed in the Employee's care:

- i. upon the expiry of time taken off in accordance with the terms and conditions of maternity leave without pay; or
- ii. on the date of the child's birth; or
- iii. on the date when the Employee takes the child into their custody and care; or
- iv. upon the expiry of the time taken off by the child's mother under the terms and conditions of maternity leave.

### 13.04.02

During parental leave, an Employee's seniority, years of service, travel benefits and Company provided health and medical coverage (subject to the Employee remitting required premiums) will not be affected.

### 13.04.03

If two (2) Employees of the Company are involved, the maximum duration of leave of absence that the Employees may take under this Article is thirty-five (35) weeks.

## 13.05 Bereavement Leave

### 13.05.01

Employees who are active at work at the time of death of a family member are eligible for bereavement leave. Those Employees who are on lay-off, vacation, or otherwise off work for any reason are not entitled to additional time off in the form of bereavement leave.

#### 13.05.02

When the spouse **or** child of an Employee **dies**, the Employee is entitled to a **maximum** of five (5) consecutive **working** days in a **seven (7)** day period, commencing the **day after** the date of **the** death.

When **another member** of the Employee's immediate **family dies**, the Employee is entitled to time off **for** bereavement of **three (3)** consecutive **working** days in a **five (5)** calendar day period.

Where the **funeral or** service is not being held within **three (3) days**, the Employee may request to **take off the day** prior to the **funeral**, the day of the **funeral** and the **day** following the **funeral**.

#### 13.08.05

The **Company shall assume** the cost of flight releases for Company requested **meetings** including but not **limited to**, grievance **handling**, disciplinary **meetings** including investigative meetings, and collective **bargaining**.

#### 13.05.03

Immediate **Family is** defined as spouse (**including** same sex-spouse) **common-law** partner (**including** same-sex partner), child (**including** adopted, foster **or** ward children) **stepchild**, **parent**, stepparent, **brother**, sister, stepsister, **grandparent**, **grandchild**, mother-in-law, and father-in-law of the Employee.

#### 13.05.04

Extended **Family** is defined as brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew, or niece of the Employee.

#### 13.05.05

**When** a member of an Employee's extended **family dies**, the Employee is entitled to one paid bereavement day **for** the purpose of attending at the **funeral** or service.

#### 13.05.06

In the case of **the** death of an immediate **family member**, **should travel** beyond **500 kms** be required, **an extension** of **two (2)** **additional** paid bereavement days **will be** added to the **three (3)** calendar **days** commencing the **day after** the date of the death, **should** the Employee have been scheduled to work on these **days**.

#### 13.05.07

An Employee must immediately **inform her/his** manager of the death and the relationship of the deceased, and **the** expected date of **return** to work.

### 13.06 Compassionate Care Leave

#### 13.06.01

Employees are entitled **to** an unpaid leave of absence of up to **eight (8)** weeks to provide care or support to **a family** member with **a serious** medical condition **and a significant risk** of **death** within ~~twenty-six (26)~~ weeks.

#### 13.06.02

Weeks of leave **can only** be ~~taken in~~ periods **of** not less than one week **duration**.

#### 13.06.03

The Employee must provide a certificate **from** a legally qualified medical practitioner **stating** that the **family** member has **a serious** medical **condition** with a significant **risk** of death within twenty-six (26) weeks.

#### 13.06.04

**For** the purposes of Compassionate Care Leave, **Family Member** is defined as a spouse or common-law partner of the Employee; child of the Employee, **or** child of the Employee's spouse or common-law partner; **or** parent **of** the Employee, **or** spouse **or** common-law partner of the parent

#### 13.06.05

The unpaid Compassionate Care Leave may commence on the day the medical certificate **is** issued, **and ends** upon the death of the **family member**, **or** when the ~~twenty-six (26)~~ week period **has** expired.

### 13.07 Jury & Witness Duty

#### 13.07.01

**Employees will** be granted time **off** due to jury duty, coroner's inquest, **court** witnesses (**civil** or **criminal**), with **no** loss of **seniority**, wages or benefits. The provisions of **this** clause **shall** not apply to **an** Employee **who**, **of their own volition**, directly **or** indirectly has an interest in the Court proceedings.

#### 13.07.02

Employees **must** provide the Company with a copy of the **official notification** to appear **before** a court in **one** of the above proceedings.

#### 13.07.03

Time ~~off~~ to attend any proceedings which involve the Company shall be granted without ~~loss~~ of seniority, ~~wages~~ or benefits.

### 13.08 Union Leave

#### 13.08.01

Leaves of absence ~~for~~ the purpose of ~~Union~~ business shall not be unreasonably denied. Such leaves shall be without pay unless otherwise provided by ~~this~~ Agreement.

#### 13.08.02

Requests for ~~Union~~ releases must be in ~~writing~~ and submitted to the Director, Cabin Services for authorization as ~~far~~ in advance as possible.

#### 13.08.03

Flight releases granted in advance shall be included in the schedules and given a credit of ~~four~~ hours (4) per ~~day~~. Flight releases granted ~~after~~ the block awards shall be given the scheduled credit as it appears in the block.

#### 13.08.04

Employees on approved ~~Union~~ leave will be maintained on the ~~Company~~ payroll.

#### 13.08.05

The Company shall assume the ~~cost~~ of flight releases for Company requested meetings including but not limited to, grievance ~~handling~~, disciplinary meetings including investigative meetings, and collective bargaining.

#### 13.08.06

night releases for ~~Union~~ business ~~not~~ indicated in 13.08.05, when granted in advance and are ~~included~~ in the Employee's monthly block, shall be billed to the ~~Union~~ at ~~four~~ hours (4) times the Employee's hourly rate, per ~~day~~.

#### 13.08.07

When flight releases are approved after the block awards, the ~~Union~~ shall be billed as follows:

- i) where the released Employee's flight(s)/pairing is covered by an Employee on reserve, and the actual flight time credits do not take the reserve Employee over 85 flight hours for the month, the ~~Union~~ will not be billed for the release.
- ii) where the released Employee's flight(s)/pairing is covered by an Employee on reserve, and the actual night time credits do take the reserve Employee

over 85 flight hours for the month, the Union will be billed for the difference between 85 hours and the hours over 85 hours.

- iii) releases covered by an Employee that is not on reserve, will be billed to the Union at the actual flight time credits to cover the release.

**13.08.08**

An Employee on Union leave as per this Article shall retain and accrue seniority rights; pay progression, vacation entitlement and travel pass benefits as if the Employee was working for the Company for the duration of his/her Union leave.

**13.09 Unpaid Medical Leave of Absence**

Employee's not eligible for the Company's Short Term Disability Program who are unable to work due to medical reasons shall complete an unpaid medical leave of absence form.

**ARTICLE 14: RATES OF PAY**

**14.01.01 Flight Attendant**

	July 1, 2010 3.75 %	July 1, 2011 3.0 %	July 1, 2012 3.0 %	July 1, 2013 3.0 %
Start	23, 864	24, 579	25, 317	26, 076
After 6 months	24, 949	25, 697	26, 468	27, 262
After 1 year	26, 033	26, 814	27, 618	28, 447
After 2 years	28, 745	29, 607	30, 496	31, 410
After 3 years	30, 914	31, 842	32, 797	33, 781
After 4 years	33, 084	34, 076	35, 099	36, 152
After 5 years	35, 524	36, 590	37, 687	38, 818

**14.01.02 in-charge Flight Attendant**

	July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013
Start	27, 214	27, 929	28, 667	29, 426
After 6 months	28, 299	29, 047	29, 818	30, 612
After 1 year	29, 383	30, 164	30, 968	31, 797
After 2 years	32, 095	32, 957	33, 846	34, 760
After 3 years	34, 264	35, 192	36, 147	37, 131
After 4 years	36, 434	37, 426	38, 449	39, 502
After 5 years	38, 874	39, 940	41, 037	42, 168

**14.01.03 Trainer**



Trainers shall receive an annual premium of 4,000.00 paid bi-weekly. Seasonal trainers premium shall be pro-rated.

Trainers qualified to instruct first aid and/or automated external defibrillator training shall be compensated with an additional 250.00 annually.

#### 14.02 Pay Administration

##### 14.02.01

The following are the only allowable deductions from an Employee's wages unless authorized by the Employee: statutory deductions, court orders, arbitrator awards, provisions of this agreement, recovery of jury/witness duty payments, and upon termination of employment, recovery of bar float and uniform dry cleaning cost (if uniform returned not dry cleaned). A verification of deposit and a break down of earnings and deductions will be forwarded to each Employee's mail slot on or before each pay date.

##### 14.02.02

Pay dates shall be every second Friday with 26 pay periods per calendar year. In months where these days fall on a general holiday, payday shall be considered to be the day immediately preceding the holiday.

##### 14.02.03

Any Employee terminating employment with CanJet will have his/her final pay for all monies owing paid via a cheque rather than direct deposit. Providing that all Company property has been returned prior to the final pay date, the Employee's final pay cheque will be mailed to the last address on file unless the Employee provides an alternate address prior to her/his last day worked.

#### 14.03 Overpayments

Where the Company is recovering an overpayment, a mutually agreed upon repayment schedule shall be arranged between the Company and the Employee within fourteen (14) days of the date that the overpayment has been discovered. Once a repayment schedule has been reached between the Company and the Employee, the Company will provide the Employee with written confirmation of the repayment schedule. A repayment schedule shall not exceed ten per cent (10%) of the Employee's gross salary for any pay period unless authorized in writing by the Employee.

Where an Employee has been terminated, the entire overpayment will be deducted from the Employee's final pay cheque.

#### 14.04 Underpayments

Upon discovery and verification that an underpayment has occurred, any amount under fifty dollars (\$50.00) gross pay will be paid on the next pay date. An underpayment of fifty dollars

(\$50.00) **gross** pay ~~or~~ **will** be paid via electronic ~~transfer~~ **within five business days** of the date the underpayment is discovered.

#### 14.05 Reporting on Days Off

Where ~~an~~ Employee is required to report **on** a day **off**, the Employee shall receive a **minimum** of three (3) flight time credits ~~unless~~ otherwise indicated in the collective agreement. These flight time credits shall be ~~for~~ pay purposes **only**, and **will** not be included ~~when~~ calculating flight time credits for ~~reaching~~ the overtime threshold.

Whenever possible, Employees requested to meet with Company management ~~will~~ have these ~~meetings~~ scheduled before ~~reporting~~ **for** duty, ~~or~~ after being released from duty, ~~on~~ a regular scheduled **work** day. The Employee will be credited with ~~the~~ applicable number of night time credits (rounded up to the ~~next~~ **hour**) based ~~on~~ the **duration** of the meeting. These flight time credits ~~shall~~ be for pay purposes **only**, and ~~will~~ **not** be included when calculating flight time credits ~~for~~ **reaching** the overtime threshold.

#### 14.06 Training

Training pay shall be credited ~~as~~ per Article B18.02.

Recurrent pre-course study guide will be credited a total ~~of~~ **two (2)** flight time credits ~~annually~~ **for** completion.

Responsible Beverage Service ~~training~~ will be credited a total of **two (2)** flight time credits.

#### 14.07 Deadheading

Employees shall be paid ~~the~~ **greater** of one half times (.5 ~~x~~) the actual scheduled duration of the deadhead flight, or three (3) night time credits.

#### 14.08 Minimum Monthly Guarantee

**Any** Employee who serves **a full** month will be guaranteed **a minimum** of eighty-five (85) times her/his applicable hourly rate of pay for his/her classification. The **Minimum Monthly Guarantee** ~~will~~ be pro-rated at **two point eight (2.8)** hours ~~for~~ each day of service in **a part month** ~~as~~ per B20.

All **hours** in excess of the **Minimum Monthly Guarantee** ~~shall~~ be paid at the overtime rate ~~of~~ pay in accordance with Article 14.09, unless otherwise indicated within **this** agreement

#### 14.09 Overtime

Overtime **hourly** rate is calculated ~~as~~ 1.5 times (**annual salary/12/85**).

Overtime shall be paid at the Overtime hourly rate for **all** night time credits above **eighty-five (85)** flight time credits in any **month**, unless otherwise indicated in **this** agreement

Overtime shall be prorated for part months as per the pro-ration table in B20.

#### 14.10 Public Relations. Non-Flight Duty

When required or requested by the Company, this will be on a voluntary basis. A Flight Attendant performing such work will receive a minimum of four hours and fifteen minutes (4:15) per day at their applicable hourly rate.

### **ARTICLE 15: TRANSPORTATION. EXPENSES. ALLOWANCES & UNIFORMS**

#### 15.01.01

The Employee shall wear a standard uniform including maternity issued items as applicable in such manner as prescribed in the *Image and Uniform Standards* at all times while on duty or proceeding directly to, or from a duty assignment and while representing the Company.

#### 15.01.02

The cost of the initial standard d o r m items shall be one hundred per cent (100%) paid by the Company.

#### 15.01.03

Uniform pieces in addition to the standard issue shall be paid 100% by the Employee.

#### 15.01.04

Replacement pieces within the specified renewal time frame will be paid 100% by the Company.

Replacement pieces that are not within the reissue time frame shall be paid 100% by the Employee.

#### 15.01.05

Company personal identification pin and apron will be paid 100% by the Company and shall be worn to conform to Company standards. No other badges, pins, or insignia may be worn unless provided by the Company or specifically authorized by Cabin Services.

#### 15.01.06

Flight Attendants will be permitted to wear a Union membership pin on the Company issued **uniform**.

#### 15.01.07

The Employee is required to maintain the appearance of his/her **uniform**. Where a uniform part is within its **normal** life and is confirmed as being damaged during the course of an Employee's duties, it will be repaired at no cost to the Employee. Otherwise, **normal** repair and maintenance is the **sole** responsibility of the Employee.

#### 15.01.08 Standard Uniform Issue

The standard **uniform** in the quantities as indicated below will be provided by the Company and replaced on condition to the Employee:

##### Standard Uniform-Female

Blazer (1) - every **three (3)** years  
Skirt/Pants/Dress - any combination of 2-every **two (2)** years  
Blouse (4) - **annually**  
Overcoat (1) - every **five (5)** years  
Scarf (1) - every **two (2)** years  
Suitcase (1) - every **three (3)** years  
Satchel (1) - every **three (3)** years  
Apron (1)

##### Standard Uniform-Male

Blazer (1) - every **three (3)** years  
Pants (2) - every **two (2)** years  
Shirt (4) - **annually**  
Overcoat (1) - every **five (5)** years  
Tie (1) - every **two (2)** years  
Suitcase (1) - every **three (3)** years  
Satchel (1) - every **three (3)** years  
Apron (1)

#### 15.01.09 Uniform Alterations

The Company will assume the cost of **tailoring** the standard **uniform** with reference to general alterations **such as hemming** and **in** the circumstance whereby the **uniform** requires severe alterations; Cabin Services **will** assess and grant approval for **partial or** entire cost on a case by **case basis**.

#### 15.01.10 Maternity Uniform

A pregnant Employee **will** contact the **uniform** supplier **directly** to order **her maternity uniform**.

The Company shall assume the cost **of** supplying the Employee with the use **of a maternity uniform**.

Following use, the Employee **shall** dry-clean the **maternity uniform** and return it to the Company **for** re-issue.

#### 15.01.11 Return of Company Property

At the time of termination **of employment**, the Employee shall **dry-clean** and return to the **Company** the following **uniform** items:

- i) if employment was less than **six (6) months** in **duration**, the Employee is responsible to **return all** standard issued **d o r m** pieces;
- ii) if employment was greater than **six (6) months** in duration, **the** Employee is responsible to **return all** items excluding blouses/shirts **and** the identification pin.

The Employee may **retain all** other pieces **for** which she/he paid 100% of **the** cost.

All Company issued documentation must be **returned**.

Should any **items** as prescribed **within this** article not be returned upon termination, the **Company reserves** the right to deduct payment at 50% of the **original** cost per **item** **for** all items with **an** issuance date of less than **one year** **from** the **date** of termination. This payment **will** be deducted from the Employee's **final** pay **or** may be **billed** to the Employee.

#### 15.01.12 Lost Luggage

An Employee, whose checked baggage is lost while **on duty** **or** **layover**, **will** submit a **claim** through the Company. **If** the luggage is not located, the Employee **will** be **reimbursed** up to the Company's **maximum** liability. In the circumstance whereby, **uniform** items are contained within the lost luggage, the Company **will** replace those items.

The Employee is 100% liable for any non-Company issued items **which** are lost or stolen while the Employee is on duty.

The Employee is **100%** liable **for** any Company issued items **which** are lost or stolen **while** on personal **travel**.

#### 15.02 Taxi Gratuity

**In-Charge** Flight Attendants may expense two **(2)dollars** at the applicable exchange rate per cab **trip** only on those occasions whereby they are required to take a **taxi** **separate** from the flight crew. A **Company** issued expense **daim** shall be **completed** in full by the Employee and submitted to **Crew Planning** for approval. No other expenses shall be denoted **on** the expense daim.

#### 15.03 Travel Documents

##### 15.03.01

It is the sole responsibility of the Employee to ensure she/he is in possession **of** **valid** travel documents (e.g. **passport**) as required **by** the **Company** in the performance **of** his/her duties.

##### 15.03.02

The Company shall incur the **entire** cost of **initial** and renewal **of** passports.

15.03.03

in the circumstance whereby an Employee voluntarily terminates his/her employment prior to the completion of one year of service, the Employee will be required to reimburse the Company the cost of any travel documents which were paid by the Company. This may be deducted from his/her final pay.

15.04 Grooming Allowance

Employees shall receive a monthly grooming allowance as indicated below. Such grooming allowance will be paid in the same manner as per diems, and shall be used for the maintenance of the Company issued uniform in adhering to the Company's *Image and Uniform Standards*.

July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013
25.00	30.00	32.00	32.00

15.05

Where the company is contemplating a new d o r m they may consult with the Union prior to the purchase of a new uniform or replacement uniform pieces as to the selection of color, style, safety, and quality of fabric.

15.06 Hotel Accommodation

The Company will provide hotel accommodation for each Employee away from their home with adequate facilities as follows:

- i) Each Employee will be provided with their own room on a single occupancy basis;
- ii) Each room will have a security feature providing means for locking the room in such a fashion that it may not be opened from the outside;
- iii) When signing contracts with hotels the Company will include a stipulation that no ground level rooms will be issued to Employees whenever possible;
- iv) Where a break in between flights is for a period of five (5) hours or more and away from home base, Employees will be granted an individual day room at a hotel of the Company's choice.

15.07

The Company will accept ~~suggestions from~~ the ~~Union~~ regarding safety, security, hygiene and other factors ~~relating~~ to appropriate accommodation.

**15.08 Parking**

The Company shall provide parking at the base of the Employee's ~~choosing~~. ~~Should~~ the administration of the Employee's changes become ~~onerous~~, the Company reserves the right to revert back to providing parking at the Employee's home base.

**15.09 Per Diems**

Employees, when away from home base on flight duty and when deadheading shall receive reasonable and necessary expenses as detailed below:

		July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013
Breakfast	Away from home base or on duty between 0500 and 0700	10.00	10.00	11.50	11.50
Lunch	Away from home base or on duty between 1100-1300	10.00	12.00	12.50	12.50
Dinner	Away from home base or on duty between 1600-1800	20.00	20.00	21.00	21.00
			10.00	10.00	10.00
Snack	On duty between 2000- 0300	10.00	10.00	10.00	10.00

~~Per diems~~ shall be paid on the second pay cheque of the ~~following~~ month.

**15.09.01**

For pairings/flights which ~~overnight~~ in the United States, ~~per diems~~ will be converted to, and paid in, Canadian dollars.

**ARTICLE 16: BENEFITS**

**16.01 Health & Medical**

The Company agrees to continue the group insurance plan in accordance with the terms and provisions of the plan and the established ~~cost sharing~~ arrangements, as of July 1st, 2007. Employees are required to join the plan as a condition of employment. Group insurance ~~information~~ booklets shall be provided to the Employees.

#### 16.02 Group RRSP

The Company agrees to continue the Group RRSP in accordance with the terms and conditions of the plan, as of July 1<sup>st</sup>, 2007. Group RRSP information booklets shall be provided to the Employees.

#### 16.03 Employee Travel

Employees shall receive "Employee Leisure Travel Benefits" in accordance with the Company policy and the regulations governing the policy. Employees shall be entitled to the same Employee travel benefits, and subject to the same rules and regulations, as all other Company Employees.

### **ARTICLE 17: GENERAL**

#### 17.01 Probation

##### 17.01.01

An Employee shall serve a probation period of six (6) months commencing on the first day of initial training. No Employee shall be required to serve more than one (1) probationary period.

##### 17.01.02

When a probationary Flight Attendant's performance is in question, the Company will advise the Flight Attendant and bring the deficiencies and required corrective action to her/his attention, and the Company shall also notify the Union.

##### 17.01.03

During the six (6) months probationary period the Company reserves the sole right to make any decision regarding the retention or termination of the probationary Employee. Therefore, any assessment of the Employee or any decision to retain or discharge the Employee during the probationary period may not be grieved or challenged, unless such action is found to be arbitrary, discriminatory, or in bad faith.

#### 17.02 Employee File

##### 17.02.01

The Company shall maintain an Employee file for each Employee with a section containing all documents related to his/her employment performance. Upon reasonable notice to the Company, an Employee may review his/her Employee file in the presence of a Supervisor, or a member of the Human Resources Department. The Employee shall also have the right to have a Union representative present while he/she reviews his/her Employee file.

##### 17.02.02



Letters of counsel ~~or~~ discipline that are *two (2)* ~~or~~ more years old will not be considered in any future assessment of an Employee, and such documents **will** be removed **from** the Employee's file.

#### 17.02.03

In the event of subsequent counsel or discipline correspondence of the **same** nature being placed ~~on an Employee's file~~ within the *two (2)* year period ~~of~~ the previous counsel ~~or~~ discipline documents being placed on an Employee's **file**, the previous documents shall remain on the Employee file ~~until~~ the *two (2)* year period of the subsequent correspondence has elapsed

#### 17.03 Aircraft Grooming

Employees shall be required **to perform** light **grooming** at **station** stops. ~~However~~, at stops where **groomers** are onboard, Employees will be relieved of these duties. **Light grooming** shall consist of the **crossing** of seatbelts, the collection of newspapers and refuse, **and** the collection of other service items. e.g. pillows, blankets etc. In the absence of **groomers**, all attempts will be made to ensure an **on** time departure.

#### 17.04 Bulletin Board & Employee Mail Slots

##### 17.04.01

The Company agrees to designate a bulletin board in the crew **room** at each base, ~~for~~ **Union** use ~~for~~ the purpose ~~of posting~~ communiqué to bargaining unit members and that a copy is **also** provided to the Director, Cabin Services.

##### 17.04.02

**The** Company agrees to **the** circulation of **Union** correspondence into individual Employee **mail** slots provided it is enclosed.

##### 17.04.03

The Company reserves the right to remove any **items** from the bulletin board that are derogatory towards the Company, **its** customers or **its** Employees. The Company **will** advise the **Union** of any items that are removed, and the **reason(s)** for **removing** the item.

#### 17.05 Human Rights

##### 17.05.01

~~Neither~~ the Company, the **Union** nor **any** Employee shall **discriminate** against any employee on the basis of the prohibited **grounds** set out in the **Canadian Human** Rights Act except as authorized by the Act

##### 17.05.02

The Company and the **Union** agree that **discrimination** and/or harassment of any Employee because of race, **marital status**, ethnic origin, colour, creed, religion, sex, **sexual orientation**, physical or mental disability, age, political belief, place of residence, a conviction of **an** offence for which a pardon has been **granted**, family status or **Union** membership and/or activity is absolutely unacceptable. Every Employee **has** the right to **work** in an environment of mutual respect, free from **discrimination** and harassment

#### 17.05.03

New Employees will be provided **with a copy** of the Company's Discrimination & **Harassment** policy (Revision **Issued May 2008**) as part of the documentation contained in the **new** Employee hire package. Additional copies of the Company's **Discrimination & Harassment** policy **may** be obtained from the **Human Resources** Department

#### 17.05.04

An Employee who believes she/he **has** been harassed **or discriminated** against is encouraged to report the alleged misconduct to the Company **and** to the **Union**.

#### 17.05.05

**Reports** of alleged discrimination and/or **harassment** shall be dealt with in confidence and as **quickly** as possible, respecting the **dignity** of the complainant and the right of the alleged harasser to due process.

#### 17.05.06

The Company's **Discrimination** and Harassment policy **may** be reviewed **annually** by the **Union** and the Company and recommendations may be submitted at a labour management **meeting**.

#### 17.06 Designated Crew Rest Seats

**For** the purpose of crew rest in-flight; and **after** passenger comfort is **facilitated**, the Company **will** designate three (3) **seats**, **when** available, **for** use by crew members,

#### 17.07 Production & Distribution of Agreement

##### 17.07.01

The Company will provide each Employee **with a copy** of **this Agreement**. The cost of **producing the Agreement** **will** be shared **equally** between the Company and **the Union**. **The size and method** of producing **the Agreement** shall be agreed to by the Company and the **Union**.

##### 17.07.02

The Company and the **Union** will endeavor to print and distribute the Agreement as **soon as** possible, and in **no** case later **than sixty (60) days** from ratification of the Agreement

#### 17.08 Union & Management Meetings

##### 17.08.01

The **Union** and the Company agree to hold **informal** meetings at the request of either party at a **mutually** agreed upon **time to discuss** matters of **mutual interest**.

##### 17.08.02

Both parties will submit suggested agenda items one week in advance of the meeting date to the **Director, Human Resources**, who will prepare **and distribute** a draft agenda prior to the meeting. By mutual agreement, additional **agenda** items may be added to the **agenda** at the meeting.

##### 17.08.03

If required, **CUPE Local 4044** Executive members that attend the **quarterly Union/Management Meetings**, **will** be issued flight releases for the **day** of the meeting, **and** will have the meeting day indicated on their block with **four (4) flight time** credits.

##### 17.08.04

The Company **and** the Union shall alternate recording the minutes of the **Union/Management Meetings**. Both parties shall **review** and **sign** the minutes prior to **distribution** of the minutes to the Employees. A copy of the signed minutes shall be placed on the **Union** bulletin board and electronically on the Company website within **thirty (30) days** after the meeting.

#### 17.09 Joint Occupational Health & Safety Committee

##### 17.09.01

The Company and the **Union** are committed to preventing occupational **illness** and **injury** in the workplace, and **providing** a safe and healthy work environment for **all** Employees. The **Company** and the Union recognize that the **prevention** of accidents and promotion of health **and safety** in the workplace can only **succeed** with the **full** cooperation and contribution of management **and** Employees.

##### 17.09.02

The Company and the **Union** agree to promote safety practices in accordance with the **Canada Labour Code Part II** and Company policies and procedures.

### 17.09.03

The Company **agrees** to recognize the appointed members of the Union's Health & Safety Committee **to** be members **of** the JOHS Committee (one ~~member~~ and an alternate).

### 17.09.04

The **Union** JOHS committee member or alternate who attends **each** JOHS Committee meeting and/or **Health & Safety Policy** Committee meeting **will** be credited for **three (3)** flight time credits per meeting attended. The Company **will** provide transportation, accommodations, and per **diems**, when necessary.

### 17.09.05

The JOHS Committee will investigate and **resolve** health and safety issues and concerns in the workplace; **participate in all inquiries**, investigations, studies, and inspections **pertaining to** Employee health and safety in the workplace; **participate in the implementation** of changes that may affect occupational health and safety, **including** work processes **and** procedures; and cooperate with HRDC Labour **Program Health** and Safety Officers and Transport **Canada** A-OHS Officers as required.

### 17.09.06

The JOHS Committee will ensure records are maintained in accordance with the Canada Labour Code **Part II** including Meeting Minutes, Inspection Reports, Investigations, Accident Reports, and Annual Health and Safety Reports. **All** documents required to be posted **under** the Canada **Labour Code** Part II **will** be posted **on** the designated Health & Safety bulletin board located in the crew **room**.

### 17.09.07

An Employee involved in **an** accident at work (as defined by the **Transportation** Safety Board) shall be released from **duty for** the **remainder** of her/his pairing with pay, if requested by the Employee.

## 17.10 Hostage Internment

### 17.10.01

While **on** Company duty, if an employee is captured, held **hostage** or is **missing**, she/he will have his/her **earning** continued at one hundred percent (100 %) of her/his **gross earnings** as established by the previous regular **month's** schedule.

Such compensation shall continue for the period **during** which the employee is captured, held as a **prisoner, hostage** or **until death** can be established, **for maximum one (1) year**.

### 17.10.02

The compensation drowable shall be held **for** the Employee's account without interest, provided that any **such** compensation remaining **from** time to time available to the Employee shall be dispensed by the Company to the person or persons designated by her/him in the required form.

#### **17.11 New Aircraft**

Should a new **type** of aircraft be put into service by the Company, the Company or the **Union** may initiate ~~meetings~~ **for** the purpose of addressing issues arising **from** the introduction of new aircraft

#### **17.12 Orders in Writing**

All orders **to an** Employee involving a *change* in location or **assignment**, promotion, **dismissal**, lay-off, disciplinary **action** ~~or~~ leave of absence shall be made in writing with a copy to the Local President.

#### **17.13**

Company rules and regulations will be posted at appropriate locations. Copies, **as well as** subsequent amendments will be provided to the president of the local.

#### **17.14 Job Postings**

##### **17.14.1**

Job posting **for** Cabin Services positions **will** be posted **for** a **minimum** of **fourteen (14)** days, and will contain the following information:

- Job Title
- Location
- Title ~~of~~ Supervisor
- Job Duties
- Required Qualifications
- Last date to apply
- ~~Information~~ on **how** and **where** to submit applications

Job postings will be published **on** the Company website. Employees that **have** provided personal email addresses to Human **Resources** will have job postings sent to these addresses.

Interviews **will** be arranged with applicants that meet the **minimum** qualifications listed in the job posting.

Applicants not selected **for** the position **shall** be notified **either** during the selection process ~~or~~ after the **final** selection has been made, **and** the position awarded.

#### **17.15 Employee Information**

The Company **will** provide to the **Union** an updated Employee contact list including addresses, telephone numbers and email addresses (if one is provided by the Employee). This list shall be provided **January 1<sup>st</sup>** of each year.

#### **17.16 Line Check**

##### **17.16.1**

A line check is a standardized method by which the proficiency of an Employee is assessed in a **non discriminatory** and **non arbitrary** manner.

The Employee shall be assessed in the scope of Cabin Safety & **Standards**, First Aid and Service.

##### **17.16.2**

A line check may have three defined stages of Employee assessment; initial line check, follow-up line check and verbal assessment as applicable.

Following each line check, a debrief session **will** be held at the **end** of the flight in which the Company **will inform** the Employee on results pertaining to the line check.

##### **17.16.3**

In the event an Employee is unsuccessful following the line check, they are subject to a follow-up line check

The **Company** shall **assign** a different Check Supervisor to perform the **follow-up** line check

The follow up line check shall be performed **within thirty (30)** days, but in **no** case, during the same **pairing**, following the initial one.

In the case whereby there are **serious** safety non-conformance issues, the Company shall **immediately** relieve the Employee **from flying duties**. In this circumstance, a meeting shall be arranged and the Employee shall proceed to the verbal assessment stage.

##### **17.16.4**

Should the Employee be unsuccessful in the follow-up line check, she/he shall be removed **from flying** duties, placed on a paid leave and a meeting **will** be arranged to conduct a verbal assessment with the Employee.

The verbal assessment shall **take place no sooner** than two (2) days following the failed line check and in no case **no later than** four (4) days.

The Company or the **Union** may request an extension due to extenuating circumstances; upon mutual consent an extension shall be **granted**. This **extension** shall not exceed three (3) additional **days**.

##### **17.16.5**

The verbal assessment incorporates **a series** of questions in the scope of Cabin Safety & Standards, First Aid **and** Service.

Should the Employee be unsuccessful during the verbal assessment, she/he may be subject to ~~further~~ disciplinary action including termination from employment

#### 17.17 Job Security

In order to provide **job security** for members of the **bargaining unit**, the Company agrees that work and services **normally** provided by the Employees in the **bargaining unit** shall continue to be performed by the Employees in the **bargaining unit**, except in **cases of** management supervision or operational emergency.

No Employees shall be laid off as a result of **contracting out**

#### 17.18 Translation of Cabin Services Documents

The Company **shall** make available a translated copy of the **following** documents on the Company's website.

- i. **Flight Attendant Manual**;  
This shall be no later than one (1) year of ratification of this agreement
- ii. **General & Technical Memorandums**;  
This shall be no later than three (3) months **following** ratification of this agreement

~~No~~ later than six (9) months following ratification of this agreement the Company shall provide each trainee the option to complete **an Initial or Recurrent Training Program** written examination in either **official language**.

#### 17.19 Advance Check-in

The Company agrees to establish **an** advance check-in policy for Employees to use on a **voluntary non-punitive basis**.

#### 17.20 Cabin Services Trainers

The Cabin Services **Trainer** responsibilities are outlined in the **flight attendant manual**.

**In** addition to **the** outlined responsibilities, the **trainers** will provide feedback to the Company regarding trainee performance **including** trainee **conduct**, ability and knowledge.

Trainers **shall** ensure trainees **are** proficient during **training** with reference to the **instruction** of the Company's **training** programs. Trainee deficiencies in **this** respect **shall** be brought to the attention of the Company.

Cabin Services Trainers **shall** not be required to participate in any disciplinary process which may result **from** the provision of the aforementioned feedback.

### 17.21 Base Closure & Transfer Protocol

Within ~~thirty~~ (30) days ~~of notice~~ being *given* of a base closure, the Company and Union will meet to ~~discuss~~ ways to mitigate the effect of the ~~layoffs~~. ~~Mitigation~~ may include but not be limited to ~~the~~ following: *mini* blocks, ~~voluntary~~ leaves ~~of~~ absence, ~~voluntary~~ reassignment etc.

In the event ~~of~~ a base closure the employee ~~shall~~ have ~~the~~ tight to ~~layoff~~ and ~~recall~~ in accordance with ~~article 7 of~~ the Agreement

### ARTICLE 18 – SEASONAL EMPLOYEES

The Agreement shall apply to ~~all~~ seasonal employees, except as amended by ~~d e~~ ~~following~~

#### 18.1 Seniority

##### **18.1.1**

~~Seniority for~~ seasonal employees ~~will~~ begin to accrue ~~from~~ the first day ~~on which~~ the employee ~~has~~ successfully completed ~~training~~ and has been released to the line and ~~will~~ continue to accrue except as ~~otherwise~~ provided ~~for~~ in this agreement.

##### **18.1.2**

A separate seniority list ~~shall~~ be established for seasonal ~~employees which shall~~ be bargaining unit wide. The ~~criteria~~ listed ~~on~~ the seasonal seniority list ~~shall~~ be consistent with the permanent seniority list ~~as~~ provided ~~for~~ by article **6.02.01**.

##### **18.1.3**

~~Seasonal~~ employees may use their ~~seniority~~ to apply ~~for~~ permanent ~~positions~~. Seasonal applications shall be considered after ~~d e~~ applications of permanent employees have been processed.

#### 18.2 Layoff and Recall

##### **18.2.1**

Lay ~~off~~ of ~~seasonal~~ employees shall be conducted ~~in~~ reverse order of the seasonal employee's seniority ~~list~~, ~~by~~ base.

##### **18.2.2**

Recall of ~~seasonal~~ employees ~~shall~~ be conducted in order ~~of~~ the seasonal employee's seniority list, by base. In the case, whereby, a *seasonal* base has been closed or subject to



staffing reduction, employees on lay-off at affected bases shall be recalled in order of bargaining unit seniority and offered available positions at other bases.

### 18.2.3

Layoff and recall shall be conducted consistent with the permanent layoff and recall article found in article 7 of the collective agreement

### 18.3.1

At the end of each seasonal term, seasonal employees shall receive vacation pay equal to the applicable percentage of their total earnings (excluding per diems) as outlined in Article 11.06.

Seasonal employees accepting permanent positions shall receive vacation pay equal to the applicable percentage of their total earnings (excluding per diems) at the end of their seasonal employment

### 18.4.1

Health and Medical – Seasonal employees must participate in the company health and medical plan. Coverage will only be in effect while employees are actively employed by the Company. Employees on layoff are deemed to be inactive. Premiums shall be the same percentage as paid by permanent employees. Deductions will only be made while employees are actively employed. Seasonal employees may opt out of health and medical coverage upon providing proof of coverage under another group plan.

### 18.4.2

Dental - Seasonal employees shall be eligible for dental benefits on a voluntary basis in accordance with the company plan.

### 18.4.4

Group RRSP – Seasonal employees shall not be eligible to participate in the group RRSP plan.

## 18.5 Probation

### 18.5.1

A seasonal employee who does not complete his/her probationary period during their first season and then returns for a second season will be credited with their previous time with the Company for the purpose of the completion of their probationary period.

A seasonal employee who has completed his/her probationary period and is subsequently awarded a permanent position shall not be required to complete an additional probationary period.

## 18.6


Step increases on pay scales outlined in Article 14 shall be based upon accumulated completed service.


**ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01 This agreement shall become effective on July 1, 2010 except as provided in the Memorandum of Settlement attached as Appendix "B" and shall continue in full force and effect until June 30, 2014.
- 19.02 This Agreement shall remain binding from year to year thereafter, unless notification in writing to amend this Agreement is served by either party. Such notification shall be served not later than forty-five (45) calendar days prior to the expiration of the Collective Agreement.
- 19.03 In the event notice is given if intended changes, this Agreement shall remain in full force and effect until a new agreement is ratified or until the provisions of the Canada Labour Code had been met.

Dated 19 of April, 2011


**FOR THE COMPANY**


  
\_\_\_\_\_  
Kim Maguiness


  
\_\_\_\_\_  
Kellie Farrer

\_\_\_\_\_  
Rob Burns

**FOR THE UNION**

  
\_\_\_\_\_  
Shona Burnside

  
\_\_\_\_\_  
M. Jason Cleveland

  
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Mary Rougere

  
\_\_\_\_\_  
Peter Baxter

  
\_\_\_\_\_  
Daniella Scarpelli

LETTER OF UNDERSTANDING

Re: CABIN SERVICES MANAGEMENT GRANDFATHER CLAUSE

Cabin Services Management employees as defined in article 3.01 appearing on the seniority list at the time of ratification of collective agreement #1 (specifically: Basque, Greening, Ward, Caume, Deyoung, Murray) shall maintain and continue to accrue seniority.

These Cabin Services Management Employees have the option of returning to the line as a flight attendant at a base, where no permanent flight attendants are on lay-off, with two (2) weeks written notification to the Director, Cabin Services. As it pertains to classification, grandfathered Cabin Services Management Employees returning to the line shall revert to their classification prior to assuming their management position. This shall not result in the reclassification or lay-off of Employees in the bargaining unit.

Existing members of the Cabin Services Management team not referenced in the above clause shall have the option to return to the bargaining unit for a period of three (3) months from the date of ratification of this agreement. Should they choose not to exercise this option, their seniority and all rights under the Collective Agreement shall be forfeited.

Following ratification of the agreement, new Cabin Services Management employees not appointed from the bargaining unit and covered by article 6.03.02 shall not appear on the seniority list and therefore shall not maintain or accrue seniority.

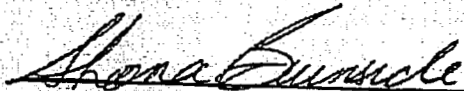
Dated 21 of June, 2011

FOR THE COMPANY

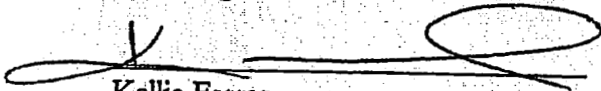
FOR THE UNION



Kim Maguiness



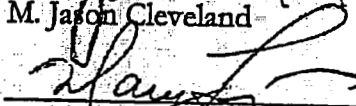
Shona Burnside



Kellie Farrer



M. Jason Cleveland



Mary Fongert

Rob Burns



Peter Baxter



Daniella Scarpelli

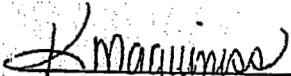
LETTER OF UNDERSTANDING

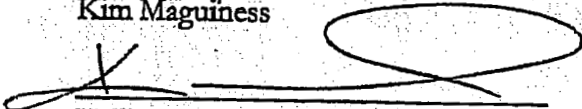
Re: MULTI SECTOR PENSION PLAN (MSPP)

Within six (6) months of signing the Agreement, representatives from the MSPP shall be invited to present the details of the MSPP to the Company.

Dated 11 of June, 2011

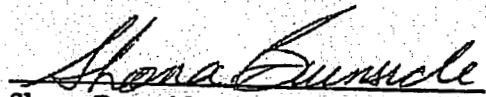
**FOR THE COMPANY**

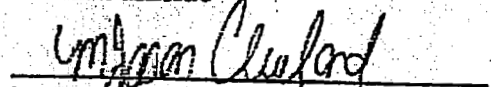
  
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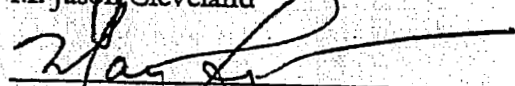
  
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Rob Burns


**FOR THE UNION**

  
\_\_\_\_\_  
Shona Burnside

  
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M. Jason Cleveland

  
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Mary Fongere

  
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Peter Baxter

  
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Daniella Scarpelli

## **ARTICLE B: BLOCK RULES**

### **B1 OBJECTIVES**

**The fundamental objectives of the Block Rules are to provide an orderly method of flight assignment consistent with the provisions of this Agreement and to provide coverage for all flights in an efficient manner.**

## **B2 AMENDMENT OF BLOCK RULES**

### **B2.01**

The **Block Rules** shall be subject to amendment upon agreement between the **Union** and the Company.

### **B2.02**

The **Union** or the Company **may** reopen the **Block Rules** **for discussion**, as required, upon **written** notice to the other party.

### **B2.03**

Where notice to reopen the **Block Rules** **for discussion** is provided and **no** agreement can be reached, the **Block Rules** as outlined in **this** Agreement **shall** continue in **full** force **and** effect.

## **B3 ADMINISTRATION OF PREFERENTIAL BIDDING**

### **B3.01**

The **Union** and the Company **agree** to a preferential bidding **system** in accordance with the **rules** and procedures and Employee seniority **as** outlined in **this** Agreement.

### **B3.02**

The Company **may**, with mutual agreement of the **Union** Scheduling Committee, **delegate** the construction of monthly blocks to the **Union** Scheduling Committee. In the case whereby the **Union** Scheduling Committee constructs the monthly blocks, the Company will be responsible to review and approve the **monthly** blocks and advise the **Union** Scheduling Committee of required amendments prior to publication. It is agreed **that** the Company **may** resume the construction of the monthly blocks with advance notification **to** the **Union**. Should the Company resume responsibility **for** the construction of monthly blocks, the Company **shall** be responsible **for** the duties previously performed by the **Union** Scheduling Committee **pertaining** to the awarding and publishing of Employee schedules.

### **B3.03**

In the event of **modifications** to the flight schedule **i.e.** flight cancellations, alterations or additions, the Company **reserves** the right to delay bid packages **and/or** amend **already** disseminated schedules **as** necessary with advisement to the **Union**. After the blocks have been awarded and published, **changes** **may** **only** be made to the blocks where they do not **conflict** with pairings in the Employee's **original** schedule.

### **B3.04**

Monthly schedules retained by Crew Scheduling shall take precedence over any electronic version.

### **B3.05**

Pairings shall be prepared by the Company.

### **B3.06**

Employees shall bid for any of the following:

- i. Pairings**
- ii. Reserve**
- iii. Guaranteed Days ~~CFF~~**

## **B4 SCHEDULING COMMITTEE**

### **B4.01**

The Company and the **Union will form** a Scheduling Committee to **monitor** the application of the Block Rules as outlined **in this** Agreement

### **B4.02**

The Company recognizes the **Union** appointed Scheduling Committee, **which** shall be **known** as the **Union** Scheduling Committee, **who will perform** the following functions during the building of monthly blocks:

- i. Review monthly pairings as provided by the Company;**
- ii. Advise the Company on any Agreement compliance issues;**
- iii. Award and construct monthly blocks;**
- iv. Review Employee protests;**
- v. Meet with the Company to resolve Employee protests as necessary; and**
- vi. Suggest improvements to pairings.**

### **B4.03**

The **Union** Scheduling Committee **will** receive a total of forty-two **(42) hours thirty (30)** minutes of flight credit per month (10 days) to conduct the aforementioned **functions**.

## **B5 BIDDING PROCEDURES**

### **B5.01**

**Pairings for the following** month shall be prepared by the Company **and** distributed for review to the **Union** Scheduling Committee no later than 1700 hours Atlantic Standard Time (AST) on the tenth (10<sup>th</sup>) day **of each month**. The bid packages shall be published

electronically on the **Company** website no later than 1800 hours on the twelfth (12) day of the month.

#### B5.02

The bid package will include but **not** be limited to the following:

- a) Bid sheet and **monthly** calendar
- b) Pairings will include the **following** information:
  - i. **On/Off duty times**
  - ii. **Total flying time**
  - iii. **Total duty time**
  - iv. **Layover hotels**
  - v. **Scheduled arrival and departure times**
  - vi. **Dates of operation**
  - vii. **All known flying**
  - viii. **All known reserve**
  - ix. **Aircraft Type**
- c) **The names** and classification of all Employees who will be scheduled for Company training, any anticipated leaves of absence (5 days or greater), **returning from leave, change** of classification and/or **qualification**, awarded vacation for the applicable **month** and any **carry-over flying** and **Union** Scheduling Committee leave.

#### B5.03

Employees **will have until** 1700 hours **Atlantic Standard Time (AST)** on the sixteenth (16<sup>th</sup>) day of each month to submit their bid sheet **electronically on** the Company website for the **following month**. In no case shall Employees have less than **four (4) days** to bid.

#### B5.04

The **monthly block** shall be awarded by the **Union** Scheduling Committee as per Articles B3.02 and B4.02. Employees shall be awarded blocks, by base, in order of **seniority within their classification**.

The monthly blocks will be approved by the **Company**, who **will then** publish a copy to **each** Employee no later than 1800 hours Atlantic Standard Time (AST) on the **twenty-third (23<sup>rd</sup>)** day of each month.

**Exception:** In December, for the January blocks, the Company shall publish the blocks no later than 1800 hours **Atlantic Standard Time (AST)** on the **twenty-first (21<sup>st</sup>)** of December.

#### B5.05 Open Flying during Block Construction

Open flying will be published **electronically on** the Company website with the block award. Employees will have **until** 1700 hours Atlantic **Standard Time (AST)** the **twenty-fifth (25<sup>th</sup>)**



of the month or no less than two (2) days after the publishing of the block awards to submit their Open Flying bid for the following month. The Company shall award open flying by base in order of seniority respecting all other legalities in the agreement no later than the twenty-seventh (27<sup>th</sup>) of the month at 1800 hours Atlantic Standard Time (AST).

#### B5.06

The blocks as published will not be deemed final until the resolution of any Employee protests, but in any case will not be later than 1700 on the twenty-fifth (25<sup>th</sup>) day of each month. Protests will be handled in the following manner:

- i. An Employee will submit his/her protest in writing to the Scheduling Committee no later than 0800 hours on the twenty-fifth (25<sup>th</sup>) day of the month Exception: December on the twenty-third (23<sup>rd</sup>) day.
- ii. The Union Scheduling Committee will meet with the Company at a mutually agreed upon time on the twenty-fifth (25<sup>th</sup>) day to resolve any protests received.
- iii. No request for shift trades will be actioned until all protests have been resolved.
- iv. The Company will respond in writing by the twenty seventh (27<sup>th</sup>) day of each month to all Employees who have submitted a protest

#### B5.07

If an Employee does not submit a bid or if the bid is late, an Employee's standing bid will be utilized for the purpose of awarding his/her monthly block. In the circumstance whereby no standing bid is on file, the Employee shall be assigned a schedule by the Union Scheduling Committee.

#### B5.08

An Employee who is on an approved medical leave must provide the Company with medical documentation confirming that they are able to return to work prior to being able to submit a bid in accordance with B5.03.

In the circumstance whereby an Employee is medically cleared to return to work following the bidding and awarding process of the monthly blocks, the Company shall assign the Employee a schedule for the remainder of the month.

#### B5.09

The Company has the right to approve the blocks to ensure the Employee's bid is within the window limitations. Any adjustments to the awarded schedules shall be made by the Union Scheduling Committee.

#### B5.10

Employees must be released to the line in his/her awarded position prior to bidding a **monthly** schedule. Employees **who** have been released to the line after the bid period **has** closed will be assigned a **monthly** block after **all** others in their classification have been awarded **their** blocks.

#### **B5.11**

Vacation periods, carry-over **flying**, training (including line indoctrination **flights**) and Union Scheduling Committee Leave **will** be placed on an Employee's block prior to his/her bid preference.

#### **B5.12**

An Employee shall not bid for more than three (3) **single days** of e.g. Work Day/GDO/Work Day- in this instance the GDO is a single day **off**.

#### **B5.13**

The **Company** will provide reserve requirements in the bid package, for **which** Employees may bid. Any un-bid reserve will be assigned in reverse order of **seniority** within classification.

#### **B5.14**

The **Union** Scheduling Committee may assign pure reserve blocks in reverse order of seniority within classification based on **flying** requirements.

An Employee **who has not been assigned a flight** after **two** (2) consecutive months may be assigned a **flight/pairing** to gain operational experience. In the case whereby an Employee is removed for this requirement, Article B11 shall apply.

#### **B.5.15**

**When** bidding continuous duties, the Employee shall bid for a **minimum** of two (2) consecutive continuous duties.

#### **B5.16 Standing Bid**

##### **B5.16.01**

All Employees released to the line in their awarded position are **encouraged** to **submit a standing** bid.

##### **B5.16.02**

An Employee may update his/her **standing** bid at any time.

#### **B5.16.03**

An Employee's **standing** bid must be signed by the Employee **for** validation purposes.

### **B6 ERRORS & DOUBLE BLOCKING**

#### **B6.01**

**Errors** discovered after the blocks are published **and** distributed will be corrected to the mutual satisfaction of the Company and the **Union** consistent with this Agreement. Affected Employees shall be notified immediately after the **error** is discovered.

Changes will not affect previously awarded **Guaranteed** Days Off (GDOs). Employees will be paid whichever is the greater of the **original pairing** **or** the amended pairing hours.

#### **B6.02**

**When double blocking occurs**, the **senior** Employee, within classification, **will** be granted the choice of operating the flight/pairing **or** being subject to reassignment

#### **B6.03**

Where a reserve Employee is assigned to operate a flight(s) or pairing(s) and an Employee is scheduled to operate the flight, the **originally** scheduled Employee will operate the flight(s) **or** pairing(s). The reserve Employee shall remain **on reserve** **or** be assigned to a new **pairing**.

### **B7 BLOCKING REGULATIONS**

#### **B7.01**

**For** bidding purposes, the **monthly** window for a regular block **shall** be in accordance with **Article 2.17** **and for** a mixed block **shall** be in accordance with **Article 2.25**.

#### **B7.02**

**Flights/pairings** that are un-bid and cannot be awarded within the **maximum hours** in Article B7.01 shall be placed in open flying and awarded as per **Articles B5.05 & B15**.

#### **B7.03**

The **maximum monthly flight time limitation** for each Employee in any month, **including** overtime recorded at straight time for **this** purpose, shall be one hundred (100) flight time credit **hours**.

#### **B7.04**

When a change in the calendar month occurs during a duty period, the **flight time** credit hours **are** applied to the month in **which** they are worked.

#### **B7.05**

A record of **each** Employee's accumulated Flight Time shall be maintained by the Company **and** made available to the Flight Attendant concerned **on** request. A record of **all flight time, overtime, and other** credits will be **maintained** by the Company and may be reviewed by the Employee **or** the **Union** Local President upon request.

#### **B7.06 Language Requirement**

**All flights** operated shall require a **minimum** of one (1) French language qualified flight attendant necessary to meet legislative **requirements**.

This requirement shall apply to all articles contained in this collective agreement as applicable.

The Company shall **maintain** the right to **assign flying** out of seniority, classification and base in order **to** meet **this** requirement.

Employees **who are** assigned **flying** out of **seniority in** order to meet **this** requirement shall be compensated with **an** additional three (3) hour flight time credit for **pairings** operating **two** (2) **days or less** and six (9) flight time credits for pairings operating **three** (3) **days or more**.

### **B8 DUTY PERIODS**

#### **B8.01**

The **maximum** scheduled duty period shall not exceed:

- i.** fourteen (14) consecutive hours **for** regular duty period **although** this may be extended in the event of **irregular** operations to a maximum of seventeen (17) consecutive **hours**;
- ii.** fourteen (14) consecutive **hours** for a **regular** Continuous Duty period although a **continuous** duty period may be extended beyond **fourteen (14) hours** provided a rest period of more **than four (4) hours** is provided. Subject to this condition, the duty period may then be extended by **half** the length of the rest period up to a **maximum of three (3) hours**.
- iii.** fifteen (15) consecutive **hours when** a deadhead to **return** to home base is involved;
- iv.** an Employee shall not be required **to** remain on duty beyond the **maximum** duty period as **per B8.01 i, ii and iii**.

B8.02

A duty period shall commence:

- i. one (1) hour prior to the scheduled departure time;
- ii. one hour **thirty** minutes (1:30) for all flights requiring customs clearance.

B8.03

A duty period shall **end**:

- i. fifteen (15) minutes after the arrival at the gate of the last flight operated by the Employee;
- ii. **fifteen** (15) minutes **after** the arrival of a deadhead flight;
- iii. **thirty** (30) minutes after the arrival at the gate of a flight where customs clearance is required.

B8.04

Crew scheduling reserves the right to modify the report times based on operational circumstances, which could reflect a lesser or a greater report time. In this case B11.01 shall apply for any flights lost as a result of the modification.

B8.05

When an Employee is notified of a delayed report time of three (3) hours or more and less than ten (10) hours; the commencement of the Employee's duty period will be adjusted to reflect three (3) hours later than originally scheduled. In this case B11.01 shall apply for any nights lost as a result of the delayed report time.

B8.06

When an Employee is notified of a delayed report time of ten (10) hours or more, the commencement of the Employee's duty period will be adjusted to reflect one (1) or one and one half (1.5) hours prior to the departure time of the first flight. In this case B11.01 shall apply for any flights lost as a result of the adjusted report time.

B8.07 Duty Period Guarantee

Employees shall earn credits based on the greater of the actual flight time, or a minimum of three (3) flight time credits for each duty period.

B8.08 Excess Duty Premium

When an Employee is on duty in excess of fourteen (14) consecutive hours, he/she shall be paid for each duty hour or portion thereof in excess of fourteen (14) hours a premium, for pay purposes only, equal to one and one half times (1.5x) his/her hourly rate.

## **B9 REST PERIODS**

### **B9.01**

The ~~minimum~~ scheduled ~~off~~ duty rest period ~~will not~~ be less ~~than~~ twelve (12) hours at the Employee's home base.

Where a flight /pairing arrives at the Employee's home base ~~after~~ the scheduled arrival time and the Employee would not be able to operate their next flight, the rest period ~~may be~~ reduced to ten (10) hours and fifteen (15) minutes provided the Employee has eight (8) hours of prone rest

In this instance the Employee would be offered the option of being provided with accommodation at a hotel in the vicinity of the airport, and if the accommodation is accepted, the Employee would be eligible for any applicable per diems.

#### **B9.01.1**

If an employee is unable to operate his/her subsequent flight/pairings due to insufficient crew rest, the employee is required to contact crew scheduling and article B.11 shall apply.

### **B9.02**

The ~~minimum~~ rest period away from home base is ten hours and fifteen minutes (1015).

~~Within~~ the ~~Ten~~ (10) Hours and Fifteen (15) Minute period free from duty away from home base, there shall be a ~~minimum~~ of eight (8) hours of prone rest with hotel key in hand

### **B9.03**

Where a break in-between flights is for a period of five (5) hours or more and away from home base, Employees ~~will~~ be granted an individual day room at a hotel of the Company's choice.

### **B9.04**

The Company shall not interrupt an Employee's ~~minimum~~ crew rest as outlined in this article in order to assign him/her duty. Any interruption of the ~~minimum~~ crew rest shall constitute a recommencement of the ~~minimum~~ crew rest unless it is two hours prior to check-in at home base, or one hour prior to check-in away from home base.

### **B9.05**

Crewrest provisions shall apply for the period between the end of a pairing and the commencement of training and the end of training and the commencement of a pairing.

## **B10 GUARANTEED DAYS OFF (GDOs)**

### **B10.01**

Each Employee available to work a full month shall have a minimum of ten (10) guaranteed days off per month at his/her home base scheduled in his/her block. An Employee not available to work a full month shall have his/her guaranteed days off prorated as per Article B20.

### **B10.02**

Guaranteed Days Off (GDO's) shall commence at 0001 hour local time at home base.

### **B10.03**

An Employee shall not be blocked for more than six (6) consecutive calendar days, and in any case shall not be required to work in excess of eight (8) consecutive days unless mutually agreed upon.

### **B10.04**

Employees blocked for six (6) consecutive working days shall then receive no less than two (2) consecutive days off immediately following the six (6) consecutive days worked.

### **B10.05**

An Employee will be paid four hours and fifteen minutes (4:15) at his/her overtime rate for each day operated on a guaranteed day off in any given month or the Employee shall have the option of having the GDO replaced within the current month on a mutually agreed upon day. If the GDO cannot be replaced in the current month the Employee shall receive the four hours and fifteen minutes (4:15) at his/her overtime rate for each day. The 4:15 credit for each day shall be for pay purposes only and is not added to the total flight time credit for the purpose of calculating monthly overtime entitlement.

### **B10.06**

Where a duty period extends into a scheduled GDO, the Employee shall operate the flight. The Employee shall have the option of having the GDO replaced within the current month on a mutually agreed upon day, or they will receive four hours and fifteen minutes (4:15) at his/her overtime rate. If the GDO cannot be replaced within the current month, B10.05 shall apply.

## **B11 REASSIGNMENT**

### **B11.01**

An **Employee**, who loses a flight (s) ~~or~~ a pairing (s) as a result of ~~cancellation, consolidation, misconnection, substitution, insufficient crew rest, legislative language requirements, duty period limitations,~~ or due to operational experience requirements as regulated by Transport ~~Canada~~ or in order to meet legislative language requirements, will be subject to reassignment and ~~may~~ be reassigned ~~in~~ accordance with the following

- i. If a pairing ~~or~~ portion thereof ~~is~~ cancelled, the Employee ~~may~~ be reassigned to operate another flight(s) ~~or~~ be placed on Reserve for the period of the original pairing or portion thereof.
- ii. Such reassignment~~s~~ shall be offered in order of seniority within classification by base.
- iii. If the Employee is subsequently reassigned she/he may be required to ~~work~~ outside of their **originally** scheduled duty period respecting Article **B11.03**.
- iv. Employee(s) ~~will~~ receive credit ~~for~~ the greater of the **original pairing or flight (s) or** the actual pairing ~~or~~ flight (s) operated.

### **B11.02**

An Employee ~~will~~ be subject to reassignment ~~in reverse order of seniority within classification by base with the following exceptions:~~

- i. **B12.01 and B12.02**
- ii. Once ~~an~~ Employee has reached the **Maximum Monthly Flight Time Limitation**, any ~~remaining flying on~~ the Employee's schedule ~~will~~ be removed and the Employee will not be subject to reassignment

### **B11.03**

~~Reassignment~~ may result in the ~~loss~~ of the Employee's ~~next~~ scheduled flight. The Employee is subject to reassignment for those flights ~~lost~~ Employee(s) will receive the greater of the original flights/~~pairing~~ or the actual flight ~~time~~ credits.

### **B11.04 Reassignment to Reserve**

#### **B11.04.01**



Where a single day pairing is lost, reassignment to reserve will be from the start time until the off duty time of the scheduled pairing.

#### **B11.04.02**

Where a two day pairing is lost, reserve on the first day will start from the pairing's scheduled report time until 2000. Reserve on the last day will start at 0600 and end on the pairing's scheduled off duty time.

#### **B11.04.03**

Where a pairing scheduled to operate more than two (2) days is lost, all days that fall in between the first day and the last day of the scheduled pairing, will be reassigned to the Employee as reserve days. In this case, the reserve hours shall be from 0600 – 2000. In any case, the Company reserves the right to assign a flight or pairing to the reserve day(s) in which case the hours will be adjusted for crew rest purposes.

#### **B11.05**

An Employee that is not originally scheduled to operate an overnight pairing may not be reassigned an overnight pairing without the consent of the Employee.

### **B12 REMOVAL**

An Employee may only be removed from a flight or pairing at Company request to perform the following:

- B12.01** To perform non-flying duties on a voluntary basis. The Employee shall receive the scheduled credit hours for the pairing or portion of the pairing missed.
- B12.02** To be trained. The Employee shall receive the scheduled credits missed or training credits, whichever is greater.
- B12.03** To prevent a cancellation/delay as per Article B14. The Employee shall receive the greater of the original pairing/flight(s) or the actual credits for the pairing/flight(s) operated and will be subject to reassignment for the remainder of the originally scheduled pairing/flight(s).
- B12.04** AS a result of disciplinary action as per Article 8.
- B12.05** To perform Joint Occupational Health & Safety (JOHS) Committee duties.

## **B13 RESERVE**

### **B13.01**

All rules regarding reserve shall be applicable to Employees both at and away from home base.

### **B13.02**

The duration of a reserve day shall be indicated on the Employee's monthly bid package and such reserve day shall not exceed the maximum scheduled duty period as per Article B8.01.

### **B13.03**

While on reserve, Employees are responsible to be contactable at all times during his/her reserve hours. Employees are responsible to provide a primary contact number to crew scheduling and may provide an alternate number, but in any case no more than two (2) contact numbers are permitted.

### **B13.04**

Employee(s) shall be well rested for any type of flying assigned on a reserve day and be available to report for duty within two (2) hours following notification by crew scheduling, e.g. uniform prepared, available transportation etc.

Where an Employee(s) may not receive the full two (2) hour notification, reasonable attempts should be made by the Employee(s) to arrive at the airport prior to the departure of the flight. Where an Employee(s) is not able to arrive prior to flight departure, the Employee shall advise crew scheduling of the approximate time they expect to arrive at the airport

### **B13.05**

If the Company is unable to contact the Employee on the first attempt, a message will be left where possible, and another call will be made within fifteen (15) minutes. In the event the Employee gets in contact with crew scheduling following the second call, she/he shall be assigned a pairing if one is available.

### **B13.06**

If the Employee is contacted to work within his/her reserve hours and the assigned flying exceeds the scheduled reserve hours, the employee is expected to operate the pairing(s), provided the combined reserve period and active duty period does not exceed twenty-two (22) hours.

e.g. Whereby a reserve period is fourteen (14) hours, the assigned pairing shall end no later than eight (8) hours after the assigned reserve period was scheduled to end.

In this circumstance, the excess duty premium does not apply.

#### **B13.07**

An Employee who is called out to operate a pairing on reserve may be assigned additional flights throughout the course of the reserve assignment respecting the maximum duty period. This could result in an overnight when reserve days are consecutive.

#### **B13.08**

Once an Employee has reached the Maximum Monthly Flight Time Limitation, he/she will be released from any further reserve in the block month.

#### **B13.09**

Crew Scheduling may modify work days which precede or follow reserve assignment days and the Employee may be subject to reassignment. Employee(s) will receive the greater of the original flights/pairings or the actual flight time credits.

#### **B13.10**

No Employee shall be expected to operate a flight unless crew scheduling has spoken to the Employee.

#### **B13.11**

An Employee shall not be required to be available prior to the start of his/her reserve period. Crew scheduling may attempt to contact a reserve Employee up to two (2) hours prior to the commencement time of his/her assigned reserve day respecting agreement legalities pertaining to crew rest.

#### **B13.12 Call Out Procedures**

##### **B13.12.01**

Where operational considerations permit, reserve callout shall be made in reverse order of seniority by classification by base. e.g. Where an Employee on reserve for one day is senior to an Employee on reserve for more than one day, the senior Employee may be called out for a one-day pairing before the junior Employee.

##### **B13.12.02**

No Employee shall be called out on a reserve day immediately preceding a day(s) off if she/he cannot be scheduled to return to home base prior to 0001 hours on the scheduled day(s) off, unless there is no other reserve Employee who can be assigned to such flight(s) or pairing(s).

### **B13.13 Reserve Credit**

#### **B13.13.01**

Reserve days will be given a three hour (3:00) flight time credit, which will be applied towards pay and the maximum monthly flight time limitation.

#### **B13.13.02**

If the Employee is contacted to work following the end of his/her reserve assignment, she/he will be credited for both; the reserve credit plus the actual flight time credit.

### **B13.14 Airport Reserve**

#### **B13.14.1**

Airport reserve is a period of time during which an employee must be in uniform at the airport available for immediate assignment,

An airport reserve day shall not exceed the maximum scheduled duty period in accordance with article B8.01.

#### **B13.14.2**

An Employee assigned Airport Reserve may be required to layover and therefore shall report for duty well prepared.

Employees shall be well rested for any type of flying assigned on a reserve day.

#### **B13.14.3**

An Employee assigned Airport Reserve is entitled to per diems in accordance with article 15.09.

#### **B13.14.4**

An Employee assigned to Airport Reserve shall not be assigned non-bargaining unit work.

#### **B13.14.5**

The duration of Airport Reserve will not exceed five (5) hours.

#### **B13.14.6**

Employees shall be compensated one (1) flight time credit **for every** hour spent assigned to **airport** reserve, but **in** no case shall receive less than three (3) flight time credits **as per B8.07.**

#### **B13.14.7**

The Employee **shall** be contactable via phone in the crew room or personal phone.

#### **B13.14.8**

**All** other stipulations **as** listed in article **B13** **pertaining** to duty assignment shall apply with the exception of article **B13.04.**

#### **B13.14.9**

The Company will utilize **Airport** Reserve in **order** to **maintain** operational **integrity** on day of operation respecting **maximum** duty **limitation** as outlined previously in **this** article.

### **B14 DRAFTING**

#### **B14.01**

The **Union** and the Company recognize the **importance** of scheduled days **off** to the Employee. **Drafting** is only to be used as a last option **when** operational **circumstances** dictate.

#### **B14.02 Drafts**

The Company will contact **available** Employees in the **following** order:

##### **B14.02.01**

To replace **a Flight** Attendant:

- i) **Flight** Attendant on a scheduled day **off**;
- ii) Incharge on **a** scheduled day **off**;
- iii) Flight Attendant on **a** GDO;
- iv) Incharge on **a** GDO;
- v) Cabin Services Management

**The** Company **maintains** the **right** to utilize **an** Employee that is already operating a **flight** on the day of the **draft** depending on **operational** requirements or **otherwise** will **follow** the above order.

The Company maintains the right to utilize an Employee from another base depending on operational requirements.

#### **B14.02.02**

To replace an In-Charge Flight Attendant:

- i) In-Charge Flight Attendant on a scheduled day off;
- ii) Flight Attendant on a scheduled day off;
- iii) In-Charge Flight Attendant on a GDO;
- iv) Flight Attendant on a GDO;
- v) Cabin Services Management

The Company maintains the right to utilize an Employee that is already operating a flight on the day of the draft depending on operational requirements or otherwise will follow the above order.

The Company maintains the right to utilize an Employee from another base depending on operational requirements.

#### **B14.03**

Employees shall not be obligated to accept a draft during a scheduled vacation period.

#### **B14.04**

Crew Scheduling shall leave a message where possible when drafting Employees.

#### **B14.05**

The Employee shall receive the greater of the original pairing/flight(s) or the actual credits for the pairing/flight(s) operated and will be subject to reassignment for the remainder of the originally scheduled pairing/flight(s).

### **B15 OPEN FLYING**

#### **B15.01**

Open flying shall ~~consist~~ of all unscheduled flying and flying that becomes available during the month.

#### **B15.02**

Any open ~~flying~~ with ~~greater than~~ forty-eight hours (48) to the report time of the ~~pairing~~ shall be published electronically ~~on~~ the Company's website.

Any open ~~flying~~ with ~~less than~~ forty-eight hours (48) to the report time of the ~~pairings~~ shall be awarded as per article **B19**.

#### **B15.03**

Any open ~~flying~~ with ~~greater than~~ forty-eight hours (48) to the report time of the ~~pairing~~ shall be awarded by ~~seniority~~ respecting the block rules in the agreement in the following order:

- i. By base ~~within classification~~;
- ii. By base outside of ~~classification~~;
- iii. ~~Another~~ base within ~~classification~~;
- iv. ~~Another~~ base outside of ~~classification~~.

#### **B15.04**

Following the publishing of the open ~~flying~~, employees shall have up to (48) hours prior to the ~~report time of~~ the pairing to bid

~~Should~~ no employee bid ~~for~~ the open ~~pairing~~ as per the above parameter, the Company shall award the open flying as per **B19.01 & B19.02**.

The Company ~~reserves~~ the ~~right~~ to utilize open ~~flying~~ or reserve depending on operational requirements and ~~will~~ endeavor to utilize ~~open flying~~ where possible.

#### **B15.05**

Once awarded, open ~~flying~~ becomes part of the Employee's schedule.

#### **B15.06**

The Company shall ~~notify~~ Employees of the awarded open flying via telephone and where possible shall leave a message if the Company ~~does not~~ speak to the Employee.

## **B16 SHIFTRADES**

### **B16.01**

Subject to advance approval by the Company, Employees, **within classification**, by base are permitted to trade a **portion** of his/her monthly block

Shift trade requests **shall** be submitted to crew scheduling electronically via the Company website; other methods of submitting **will** not be accepted by the Company.

**Both** Employees involved with the shift trade are required to submit the request electronically. The shift trade **will** not be considered **until both** requests are received by the Company.

**Such** requests shall be submitted to crew scheduling **no less than three (3) days** prior to the pairing being traded.

### **B16.02**

Shift trades must **conform** to all legalities regarding crew rest, maximum monthly flight time and **all** other applicable scheduling rules.

### **B16.03**

Once **the** shift trade is approved it becomes part of the Employee's block.

### **B16.04**

An Employee will not receive overtime **as a** result of **shift trading**.

### **B16.05**

**Hours** operated **as a** result of **a shift** trade will be paid at straight time **and will** be credited to the Employee operating **the** pairing.

### **B16.06**

Employees cannot **shift** trade their entire block.

### **B16.07**



**Shift** trades will include **the** trading of pairings and reserve **days**. Reserve days and pairings must be traded as a whole as indicated on the monthly bid package and cannot be split for the purpose of shift trading.

#### B16.08

**Shift** trade requests will only be approved once the schedules have been completely finalized and disseminated to the Employees and following the protest period.

#### B16.09

**Only** mixed block holders are permitted more than one (1) shift trade per day. e.g. (double shift-trade) For example: Employee "A" shift trades with Employee "B" to work a 2-day pairing on Dec. 14/15. Then Employee "A" tries to shift trade the 2-day pairing on Dec. 14/15 for a one day on the 14th and a 1-day on the 15th, the second request will be allowed.

#### B16.10

**Shift** trades may not be approved if the Company has scheduled an observation or line check flight on one of the requested pairings to be traded.

#### B16.11

One shift trade shall constitute the trading of one pairing.

Example A Employee 'A' is shift trading three single-day pairings for a three-day pairing from Employee 'B'. Both Employees are deducted one shift trade.

Example B: Employee 'A' is shift trading three single-day pairings for three single-day pairings from Employee 'B'. Both Employees are deducted three shift trades.

#### B16.12

Employees are permitted a maximum of three (3) shift trades per month. Only one shift trade per form is permitted.

#### B16.13

Pure reserve block holders are only permitted to shift trade reserve for reserve as per Article B16.07.

#### B16.14

Regular and Mixed block holders are only permitted to shift trade pairings for pairings of similar value and reserve for reserve as per Article B16.07.

Example:

Employee "A" may **shift** trade a 3-day pairing **worth** 30 flight credits with Employee "B" **for** a 2 day pairing **worth** 27 flight credits.

#### **B16.15**

Regular block holders who **shift** trade **shall** not cause his/her monthly flight time credit hours to reduce below eighty (80) **or** to exceed ninety (90).

Example:

Employee "A" whose block credit is 85 hours wants to trade 3 single day pairings **worth** 30 hours for a 5-day pairing **worth** 33 hours with Employee "B" whose block credit is 87 hours. This would be allowed as Employee "A"'s new block credit is 88 hours and Employee "B"'s new block credit is 84 hours. If Employee "B"'s **original** block credit **was** 82 hours the **shift** trade would be denied.

#### **B16.16**

Mixed block holders who **shift** trade **shall** not cause his/her monthly flight time credit hours to reduce below **seventy** (70) or to exceed seventy-nine (79).

#### **B16.17**

Employees that **shift** trade pairings involving Guaranteed Days **Off** **shall** have the new days **off** deemed to be Guaranteed Days **Off**.

Example:

On **two** of his/her GDOs, Employee "A" is **shift** trading to operate a 2 day pairing for Employee "B". The 2 days **off** that Employee "A" now **has** as a result of **the** **shift** trade shall be deemed **to** be Employee "A"'s new GDOs.

#### **B16.18**

Employees **who** wish to **shift** trade a carry-in pairing that **does** not involve a deadhead shall initiate the trade **prior** to the **16th** of the **month** **or** prior to construction of the **monthly** blocks. **Shift** trades that involve **carry-in flying** are the only **shift** trades **that** may be approved during block **construction**.

#### **B16.19**

Whereby a pairing involves a deadhead, Employees are **only** permitted to **shift** trade these **flights/pairings** three (3) days following the publishing of the **monthly** blocks. In any case, Employees **shall** not be permitted to **shift** trade flights/pairings containing a deadhead four (4) days prior to the **commencement** of the following month.

### **B17 DEADHEADING**

#### **B17.01**

Deadheading shall be included in the duty period

#### **B17.02**

The Employee shall deadhead as assigned by the Company. No modification to a scheduled deadhead will be made unless it is initiated by the **Company**.

#### **B17.03**

Employees are required to deadhead in full **uniform**.

### **B18 TRAINING**

#### **B18.01**

**Training** shall **not** be scheduled for any more than nine (9) hours in a calendar day, which includes a one **hour** unpaid lunch break. A **training day** may be extended in the event of trainee failure or aircraft availability to a **maximum** of fourteen **(14)** hours,

In the case whereby the Employee is required to deadhead to another base **for training** purposes, **the training day** shall not exceed twelve (12) **hours** in a calendar day, which includes a one **(1) hour** unpaid lunch break. A **training day** may be extended in the event of trainee **failure** or **aircraft** availability to a **maximum** of **fourteen (14)** hours.

**Training on the last day** which incorporates a deadhead back to home base shall not be scheduled for any more than **fifteen (15)** hours in a calendar day.

#### **B18.02**

For each training day the credits earned shall be the greater of:

- i.** Four **(4) hours** flight time credit; or
- ii.** One **(1) hour** of flight time credit for every two hours of training.

In the case whereby the Employee is required to deadhead to **another** base for the purpose of **training** and in the case whereby **training** occurs **on** the same day, the employee shall receive:

- i.** The greater of **four (4) hours** flight time credit; **or**
- ii.** One **(1) hour** of flight time credit for every **two** hours of training; **and**
- iii.** Half the deadhead credit **of the flight**.

**In** the case whereby the Employee is **required** to deadhead to **another** base for the purpose of **training**, and in the case whereby **no training** occurs **on** the same **day**, the employee shall receive:

- 1.** Duty Period Guarantee as per Article **B8.07**.

For Trainers

- i. The credit ~~for~~ each training day ~~for~~ trainers shall be a minimum of five (5) hours flight time credit.
- ii. The remainder of Article 18.02 shall apply.

### **B18.03**

Employees ~~shall~~ be trained in accordance with the Company's approved training programs and ~~are~~ therefore subject to the conditions set forth within these programs regarding conduct and evaluation criteria.

### **B18.04**

Employees receiving training in conjunction with night duty, including line indoctrination, will receive flight time credits ~~or~~ the actual hours flown.

### **B18.05**

Employees on familiarization flights will receive credit as per article B18.02.

## **B19 ORDER OF FLIGHT ASSIGNMENT**

- B19.01 The order of assignment for a Flight Attendant prior to 1200 the day before the departure of the pairing is as follows:
- B19.01.01 Flight Attendant scheduled ~~for~~ the flight;
  - B19.01.02 Flight Attendant on reassignment as per Article B11;
  - B19.01.03 Flight Attendant in open flying as per Article B15;
  - B19.01.04 In-charge in open flying as per Article B15;
  - B19.01.05 Flight Attendant on reserve as per Article B13;
  - B19.01.06 Draft as per Article B14.
  - B19.01.07 Airport Reserve

- B19.02      The ~~order~~ of assignment for In-charges prior to 1200 the day before the departure of the pairing is as follows:
  - B19.02.01    in-charge scheduled ~~for the flight~~;
  - B19.02.02    In-charge on reassignment as per Article B11;
  - B19.02.03    ~~In-charge~~ on open ~~flying~~ as per Article B15;
  - B19.02.04    In-charge on reserve as per Article B13;
  - B19.02.05    Draft as per Article B14.
  
  - B19.02.06    Airport Reserve
  
- B19.03      The ~~order~~ of assignment ~~for~~ a Flight Attendant after 1200 the day before the departure of the pairing or the day of operation:
  - B19.03.01    Flight Attendant scheduled for the flight;
  - B19.03.02    Flight Attendant on reassignment as per Article B11;
  - B19.03.03    Flight Attendant on reserve as per Article B13 or Flight Attendant on open flying as per Article B15;
  - B19.03.04    In-Charge Flight Attendant on Reserve as per Article B13 or in Open Flying as per Article B15; and
  - B19.03.05    Draft as per Article B14.
  
  - B19.03.06    ~~Airport~~ Reserve
  
- B19.04      The ~~order~~ of assignment ~~for~~ Incharges after 1200 the day before the departure of the pairing or the day of operation is as follows:
  - B19.04.01    In-Charge Flight Attendant scheduled ~~for the~~ flight;
  - B19.04.02    ~~In-Charge Flight~~ Attendant on reassignment as per Article B11
  
  - B19.04.03    ~~In-Charge Flight~~ Attendant on Reserve as per Article B13 or in Open Flying as per Article B15;

- B19.04.04 Flight Attendant on Reserve as per Article B13 or in Open Hying as per Article B15; and
- B19.04.05 Draft as per Article B14.
- B19.04.06 Airport Reserve

**B20 PRO-RATION FOR PARTIAL MONTHS**

**B20.01 Minimum Monthly Guarantee Proration**

An Employee will be considered not available for work when she/he is not able to work on a given day due to a leave of absence, absence due to medical reasons for which she/he is not entitled to sick leave, failure to report for assigned work, layoff, suspension, loss of qualifications to perform the work. The minimum monthly guarantee will be prorated by deducting two point eight (2.8) hours for every calendar day during the month that an Employee is not available for work, as per the Pro-ration Table below.

An Employee working a partial month due to being newly hired, returning from long term sick leave, or leave of absence shall have her/his block prorated in accordance with the table in this article.

Days available	Min Monthly Guarantee	Max Monthly Flight Time	GDO's
1	2.8	4.3	0
2	5.7	7.6	0
3	8.5	10.9	1
4	11.3	14.2	1
5	14.2	17.5	1
6	17.0	20.8	2
7	19.8	24.1	2
8	22.7	27.4	2
9	25.5	30.7	3
10	28.3	34.0	3
11	31.2	37.3	3
12	34.0	40.6	4
13	36.8	43.9	4
14	39.7	47.2	4
15	42.5	50.5	5
16	45.3	53.8	5
17	48.2	57.1	5
18	51.0	60.4	6
19	53.8	63.7	6

20	56.7	67.0	6
21	59.5	70.3	7
22	62.3	73.6	7
23	65.2	76.9	7
24	68.0	80.2	8
25	70.8	83.5	8
26	73.7	86.8	8
27	76.5	90.1	9
28	79.3	93.4	9
29	82.2	96.7	9
30	85.0	100.0	10
31	85.0	100.0	10