



COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 4029

AND

CALM AIR INTERNATIONAL LP.

May 1, 2018 to April 30, 2022

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PREAMBLE

This Agreement is made and entered into by and between CALM AIR INTERNATIONAL LP, hereinafter referred to as the COMPANY and the FLIGHT ATTENDANTS in the employ of CALM AIR INTERNATIONAL LP, as represented by the CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the UNION.

In the making of this Agreement, the parties hereto recognize the objectives of promoting the safety of air transportation, the efficiency and economy of flight operations and the high quality of customer service. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this Agreement.

The parties agree that there shall be no strike or lockout unless the requirements of the Canada Labour Code have been met.

The Union and the Company will cooperate and participate in the implementation of the Employment Equity Act.

ARTICLE 1 – RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining agent for all Flight Attendants employed by CALM AIR INTERNATIONAL LP save and except the Flight Attendant Manager, Training and Supervisory Personnel.

1.02 This Agreement does not apply to employees who are in initial training prior to line indoctrination as Flight Attendants. This training period will include ground training and preparation along with familiarization flights.

1.03 UNION MEMBERSHIP REQUIREMENT

Within one (1) week of the signing of this Agreement, all Flight Attendants shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

1.04 It shall not be a breach of this Agreement or cause for dismissal for an employee by reason of their refusal to perform all or some of the duties and responsibilities of another employee who is participating in a lawful strike.

ARTICLE 2 – DEFINITIONS

As used in this agreement, and the Block Rules appended hereto, the following terms shall have the following meanings unless otherwise specified.

2.01 AGREEMENT

Means the Collective Agreement, Letters of Understanding, and Block Rules negotiated between the Company and the Union including amendments thereto or interpretations thereof agreed upon and covered by letters or written amendments signed by the appropriate Union and Company Officers.

- 2.02 BASE
Means a geographical location designated by the Company which is the domicile of a Flight Attendant or group of Flight Attendants from which scheduled and non-scheduled flying is accomplished.
- Existing bases shall be Winnipeg and Rankin Inlet. Any new bases shall be designated and identified to CUPE by the Company.
- 2.03 BLOCK
Means a monthly schedule including flight duty periods, training, Guaranteed Days Off, reserve days, vacation days, statutory holidays, Union releases and leaves of absence.
- 2.04 COMPANY
Means CALM AIR INTERNATIONAL LP.
- 2.05 DAY
Means a twenty-four hour consecutive period.
- Calendar day means a twenty-four hour consecutive period commencing at 0001 hours.
- 2.06 DEADHEAD
Means to travel by air or surface transportation at Company request to meet the requirements of service.
- 2.07 DUTY PERIOD
Shall be defined according to Article B10.
- 2.08 FLIGHT ATTENDANT
An employee who performs and is responsible for the performance of all inflight duties required by the Company.
- 2.09 FLIGHT TIME
Flight time for the purpose of determining flight credits will be calculated according to Article 4.02(a).
- 2.10 GENDER NUTUARL USAGE
In this Agreement, unless otherwise specifically stated, they/their shall be inclusive of all genders and the singular shall include the plural.
- 2.11 GENERAL HOLIDAYS
Means eleven (11) statutory holidays per year and bid on or scheduled as per article 6.05.
- 2.12 DAY OFF
Means days off other than Guaranteed Days Off where an employee is not scheduled for duty.
- 2.13 GUARANTEED DAY OFF (GDO)
Means an unbroken period of 24 hours off duty commencing at 0001 at the employee's home base, free from all duty with the Company. A GDO shall be shown on the blocks as "GDO".

- 2.14 MEDICAL GUARANTEED DAY OFF (MGDO)
Means a pre awarded Guaranteed Day Off after sending medical confirmation to the FA Manager.
- 2.15 UNION GUARANTEED DAY OFF (UGDO)
Means a pre awarded Guaranteed Day Off requested by the Flight Attendant for union duties.
- 2.16 TRAINING GUARANTEED DAY OFF (TGDO)
Means a pre awarded Guaranteed Day Off requested by the Flight Attendant in the month of but not after Annual Training.
- 2.17 IN-CHARGE
Where there is more than one Flight Attendant working on a flight the senior Flight Attendant shall be designated as the In Charge Flight Attendant.
- 2.18 MINIMUM MONTHLY GUARANTEE
Means the minimum amount of hours that an employee shall be paid in a month.
- 2.19 MIXED BLOCK
Means a block that contains flights, reserve periods, days off and grey days.
- 2.20 MONTH
Means a calendar month, except that other than a leap year, February shall be the period from January 31st to March 1st, inclusive and in leap year February shall be the period from January 31st to February 29th, inclusive.
- 2.21 OPEN FLIGHT
Means a flight(s) or pairing not included in a Regular Block or a flight (s) or pairing that becomes available during the month.
- 2.22 PAIRING
Shall mean the time between when a Flight Attendant presents themselves for duty at their Flight Attendant base and the time they start a rest period at their base.
- 2.23 POSITIONING FLIGHT
A non-scheduled flight, with no passengers, used to position the aircraft.
- 2.24 PROBATIONARY EMPLOYEES
Means a Flight Attendant who has not completed one (1) year with the Company after successful completion of the line indoctrination.
- 2.25 REGULAR BLOCKHOLDER/BLOCK HOLDER
A Flight Attendant awarded a regular block on the basis of seniority.
- 2.26 RESERVE BLOCKHOLDER
Means a Flight Attendant who operates reserve block.
- 2.27 RESERVE PERIOD
Shall mean a period when a Flight Attendant so assigned will be available for flight duty.

- 2.28 **REST PERIOD**
Means the period of time a Flight Attendant is free from all duty with the Company in accordance with B7.01.
- 2.29 **GROUND SCHOOL TRAINING**
Includes training designated by the Company, or Company initiated meetings, but does not include initial training or line indoctrination. Training shall be blocked, except by agreement with the Union.
- 2.30 **ONLINE TRAINING**
Includes any training completed online.
- 2.31 **TRIP PERIOD**
Shall commence at report time on the first day of a multi-day pairing and continue until released from duty at home base.
- 2.32 **UNION**
Means the CANADIAN UNION OF PUBLIC EMPLOYEES.

ARTICLE 3 – RATES OF PAY AND BENEFITS

- 3.01 a) Hourly rates for Flight Attendants shall be as follows:

BASE RATE	May 1, 2018	May 1, 2019	May 1, 2020	May 1, 2021
0-12 months	\$30.018			
12-24 months	\$31.590			
25-36 months	\$32.184			
37-48 months	\$35.017			
49-60 months	\$36.444			
61-72 months	\$39.401			
73-84 months	\$41.944			
84-96 months	\$45.256			
97 months plus	\$46.818			

Rates of pay will be increased on the 1st of May of each year (2018, 2019, 2020, 2021) by the CPI National Annual Average for the previous Calendar Year, but in no case by less than 0% and not more than 2% as per above pay scale.

- (b) A Flight Attendant's place on the wage scale will be determined from their successful completion of line indoctrination. They will be paid in flight credits for that day on which they successfully completes line indoctrination, and thereafter.
- (c) In no case shall a Flight Attendant's hourly wage be reduced by this Agreement.
- (d) Yearly increases for Rankin Inlet Base Flight Attendants will abide by the standards listed in Section 3 3.01 (a).

(e) Permanently based Rankin Inlet Flight Attendants will receive a Northern Living Allowance premium equivalent to fifteen percent (15%) of their base rate of pay. This premium does not apply to Per Diems and Allowances i.e. overnights and shoe allowances.

3.02 (a) There shall be no deductions from wages unless authorized by the employee, statute, court, arbitrator's award or this Agreement. A list of itemized deductions will be provided with each pay.

(b) Where the Company is recovering an overpayment, a schedule of repayment by payroll deduction shall be arranged by mutual agreement between the employee and the Company subject to a maximum recovery period of six (6) months. Where an employee is terminated or resigns the entire overpayment will be deducted from the final paycheque.

(c) Underpayments shall be paid on the 1st paycheque after discovery and verification. For underpayments of more than \$100.00 NET pay, for which the Company is at fault, the Company shall issue an off cycle payment, to be made within three business days after discovery and verification.

(d) Pay period(s) will be on a twice monthly basis. Wages will be paid on the 15th of the month and on the last day of the month. If the scheduled pay day is a non-business day, then pay will be made in advance, on the immediately preceding business day.

(e) The pay due as of the end of the month will be one half the applicable monthly guaranteed hours at the applicable hourly rate, plus all adjustments, including overtime and allowances for the prior month, less the required deductions. The pay due as of the fifteenth (15th) of the month will be one half the applicable monthly guaranteed hours at the applicable hourly rate less the required deductions.

3.03 PAY PROGRESSION

Salary increments shall become effective with the first pay period following the completion of required length of service for that increment.

3.04 SUMMARY TIME SHEET/PAY STUB

(a) The Company will provide an electronic statement of earnings accompanying each direct deposit of pay, listing all pay items and deductions.

(b) The Company will make available to each Flight Attendant an electronic pay summary sheet of flights operated, flight credits earned, vacation pay, statutory holiday pay, sick bank, statutory holidays remaining, vacation entitlement remaining and banked overtime not later than the twenty-first (21st) of each month.

(c) Time sheets will be submitted by a Flight Attendant where their pairing changes.

e.g. work flights in addition to: a pairing; the Flight Attendant's original schedule; on a GDO; on a day off; or a reserve assignment.

(d) When time sheets are required, the Flight Attendant shall only be required to provide on the time sheet the total mileage for duty period, total landings for duty period, report time, off duty time, flight time in minutes for duty period, line indoc and training hours.

3.05 BENEFITS

Benefits as of February 23, 2007 shall not be reduced during the life of this Agreement without agreement of the Union.

(a) As a condition of employment and except as provided below, Flight Attendants will participate in the group insurance plan as arranged by the Company for all of its employees, which will be the minimum coverage available to the Flight Attendants.

(b) The Company shall provide to every Flight Attendant literature from the insurer providing a list of benefits, including procedures for applying for and using these benefits.

(c) The Company shall inform the Union of the costs per Flight Attendant for each of the insurance benefits, and further, shall inform the Union of any changes in underwriter(s).

(d) The cost of the group insurance plan will be shared by the Flight Attendants and the Company. The Flight Attendants' share is one hundred percent (100%) of the cost of the short term and long term disability coverage, and the Company's share is one hundred percent (100%) of the cost of the life insurance, the dental plan and the drug plan, in accordance with past practice. The Flight Attendants shall pay at least fifty (50%) percent of the total cost of all insurance plans and benefits.

(e) Any benefit and/or insurance provided through the group insurance plan shall be as described in the respective policy or policies of insurance. The specific application and administration of all group insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).

In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Flight Attendant and the insurance carrier concerned, and not by the grievance and arbitration provisions of this Agreement. However, if requested to do so the Company will intervene and attempt to settle the dispute between the Flight Attendant and the insurance carrier(s).

(f) In the event that the insurance carriers, benefit plan coverage or premiums are to be amended during the term of this collective agreement the Company will notify the Union sixty (60) days prior to the effective date of any such changes. The Union may elect within forty-five (45) days of notification by the Company to withdraw from the group insurance plan. In the event that the Union makes this election the Company agrees to contribute its current share of the premiums on a monthly basis to a group insurance plan of the Union's choice.

(g) Where the Company is contemplating a change in their insurance provider(s), the Company agrees to meet with the Union to discuss and consider the Union's input on all

options such as benefit packages, premiums and bids from interested insurance providers. The Company shall make all such information available to the Union.

(h) At anytime Flight Attendants may contribute to a payroll deduction RRSP with the current company benefit provider not to exceed CRA personal contribution limit.

3.06 PENSION PLAN

The Company agrees to match the employee contributions of 5% of regular wages into CUPE's Pension Plan (MSPP) provided there are no additional costs to the Company.

The terms used shall have the meanings as described:

(a) "Plan" means a retirement vehicle as determined by the Union.

"Applicable Wages" means the regular wages for all hours worked including vacation pay.

"Eligible Employee" means an employee in the bargaining unit who has completed one (1) year of service.

(b) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to five (5%) percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five (5%) percent of Applicable Wages to the Plan.

(c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar monthly in which the pay period ends for which the contributions are attributable.

(d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this section, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligation exceed those which the Employer would have if the Plan were a defined contribution plan.

(e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990,

Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by this section include:

- i) To Be Provided Once Only At Plan Commencement:
 Date of Hire
 Date of Birth
 Date of First Contribution
 Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 Gender

- ii) To Be Provided With Each Remittance:
 Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings
 Year to Date Contributions
 Employer portion of arrears owing due to error, or late enrolment by the employer

- iii) To Be Provided Initially and As Status Changes:
 Full Address
 Termination Date Where Applicable (MM/DD/YY)
 Marital Status

3.07 LONGEVITY PREMIUM

Longevity premiums are based on completed years of service with the company. The premium will be added to the rate per credit hour.

Years of Service	Premium
5 years	\$2.00
10 years	\$3.50
15 years	\$4.50
20 years	\$5.50
25 years	\$6.00
30 years	\$7.00
35 years	\$8.00

3.08 A Flight Attendant who is injured while performing duties away from home base shall not have their minimum monthly guarantee reduced pending a successful Workers Compensation or Group Insurance Plan claim. Further, upon receipt of benefits from Workers Compensation or the Group Insurance Plan, the Company will top up such benefits to an average of the Flight Attendant's last three (3) months pay for a period of

up to six (6) months. Any benefits received for a time period when the Company had continued the minimum monthly guarantee (average of last three (3) months pay) pending the benefit claim will be repaid to the Company within three (3) banking days of receipt.

ARTICLE 4 – FLIGHT & DUTY TIME CREDITS

4.01 When a change in calendar date occurs during a duty period, the date on which the duty period began shall be used when determining the period to which the credits will be applied.

4.02 The Scheduled Flight Time and Duty Period Guarantee

(a) **THE SCHEDULED FLIGHT TIME**

(i) The agreed scheduled miles as divided by the agreed aircraft speeds will be used to develop a scheduled flight time.

(ii) For new destinations and charters the GPS direct mileage converted to statute miles divided by the agreed aircraft speeds will be used to develop the scheduled flight time.

(iii) Agreed aircraft speeds are as follows:

ATR 260 miles per hour

(iv) For each sector, add six (6) minutes for taxiing the aircraft.

(b) **DUTY PERIOD GUARANTEE**

Flight Attendants shall earn credits based on the greater of the following.

(i) The scheduled flight time.

1. If the actual flight time for the duty period exceeds the scheduled flight time by more than ten (10%) such additional time will be credited;

2. The parties will meet quarterly to ensure that the scheduled flight times are kept current and accurate, which will be adjusted as required. The parties will meet quarterly to ensure that the scheduled flight times are kept current and accurate, which will be adjusted as required. In order to facilitate the quarterly meetings and allow meaningful review and discussion the Company agrees to provide the Flight Attendant Pay Claim Forms and other readily available and relevant information (such as agreed upon miles as per 4.02(a)) to the Component President, on a quarterly basis and at least thirty (30) days prior to the meeting.

(ii) A minimum of four (4) hours credit for each duty period.

(iii) One (1) hour credit for each two (2) hours of a duty period.

(iv) One (1) hour credit for each four (4) hours in a trip period.

4.03 MINIMUM MONTHLY/BLOCK GUARANTEE

The minimum guarantee in any month is seventy-five (75) hours, unless the Flight Attendant has bid and been awarded a mini block, or otherwise had their block prorated as per Article 4.04.

4.04 MINIMUM MONTHLY GUARANTEE PRORATION

A Flight Attendant will be considered not available for work when they are not able to work on a given day, including because of a leave of absence, absence due to medical reasons for which they are not entitled to sick leave without loss of pay, failure to report for assigned work, layoff, suspension, loss of qualifications to perform the work, dismissal, unpaid vacation or resignation. The minimum monthly guarantee will be prorated by deducting two point five (2.5) hours for every calendar day during the month that a Flight Attendant is not available for work, as per Article B5.07.

4.05 OVERTIME

(a) Credit hours in excess of eighty-five (85) hours in any calendar month will be paid overtime rate of one point five (1.5x) times the Flight Attendant's hourly rate. The eighty-five hours shall not include hours for which the overtime rate of pay has already been paid.

(b) Where a Flight Attendant's duty period exceeds fourteen (14) hours, the Flight Attendant shall be paid one point five times (1.5x) their hourly rate for all hours over fourteen (14).

4.06 OVERTIME BANK

A Flight Attendant may elect to receive compensation for overtime in time off. Overtime credits will be placed in the Time Bank up to a maximum of 40 (forty) credits at the written request of the Flight Attendant. Time Bank credits will remain in the Time Bank until used by the employee and will be indicated on the monthly time sheet.

When an employee wishes to use Time bank credits:

(a) The employee may take such credits as time off at any time subject to operational requirements.

(b) The employee may take such credits as time off in conjunction with their vacation.

(c) The employee may take Time Bank credits as pay at any time upon written request. The credit shall be paid at the employee's current rate of pay.

(d) Six (6) month bidding protection applies.

(e) The employee has the option to roll these credits or any portion of into an RRSP with current company benefits provider. The amount is not to exceed the CRA personal contribution limit. It is up to the employee to monitor their own personal maximums.

4.07 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 (4) hours per day at the applicable hourly rate. This duty will not be included in the total of monthly credits, and will not be payable as overtime nor be counted towards overtime calculations.

4.08 TRAINING

- (a) (i) A day of ground training shall consist of nine (9) hours of training, including meal and rest breaks. No full day of ground training will be more than nine (9) hours in any given calendar day without the consent of the Union.

Flight Attendants receiving ground school training will receive four (4) flight credit hours for each day of training. Training and deadhead in any one day shall not be scheduled in excess of fourteen (14) hours.

- (ii) Should a Flight Attendant be required to deadhead to/from training, they shall be credited with two (2) flight credit hours for each deadhead.

(iii) Flight credits for training, or for deadheading in conjunction with training, will not be counted when determining overtime entitlements. Should training (other than retraining as a result of failure) require removal from a blocked pairing, the Flight Attendant will be paid and credited for any pairings as if flown.

- (b) Flight Attendants receiving training in conjunction with flight duty will receive flight credits as per this Agreement.

(c) Flight Attendants on familiarization flights will receive flight credits as per for Article 4.02.

(d) Flight Attendants will receive one (1) credit for every two (2) hours of online training.

4.09 INFLIGHT SAFETY AND SERVICE COORDINATOR, TRAINING OR CHECK FLIGHT PAY

- (a) If training or check flights are the only duty in a particular day, they shall receive flight credits as per Article 4.02, and will be paid the overtime rate;

(b) If deadheading is required in the same duty period and training and check flights are the only other duty, they shall receive flight credits as per Article 4.02 and will be paid the overtime rate;

(c) If deadheading is required for training or check flights and is not in the same duty period as the training, the deadhead will be paid as per Article 4.02 at straight time;

(d) If training or check flights are in the same duty period that regular flight duty is performed, only the training flight credits will be paid at the overtime rate;

- (e) If a Training or Check Flight Attendant is required for training for a portion of a pairing and that pairing has a trip credit value, they shall receive the greater of the flight credits for the flights operated and training credits and overtime for the training portion or trip credits for the entire pairing as per Article 4.02(b)(iv).

ARTICLE 5 – EXPENSE ALLOWANCES/UNIFORMS

5.01 GENERAL

Flight Attendants travelling on Company business, and away from their assigned base, will be allowed to claim reasonable expenses for pre-approved hotel and transportation, where not provided by the Company. Claims must be submitted with the appropriate receipts, and by the fifteenth calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.

5.02 MEALS/MEAL ALLOWANCES

- (a) i) A meal allowance shall be paid to Flight Attendants as per Article 4.02 in accordance with the following:

YWG based Flight Attendants	
Year	Amount
May 1, 2018	\$2.95
May 1, 2019	\$3.00
May 1, 2020	\$3.05
May 1, 2021	\$3.10

YRT based Flight Attendants	
Year	Amount
May 1, 2018	\$5.90
May 1, 2019	\$6.00
May 1, 2020	\$6.10
May 1, 2021	\$6.20

Note: any premium pay hours that attract a meal allowance will only receive a meal allowance at straight time rates (e.g. 4 hours, at a premium rate, will pay 6 hours, but receive 4 hours of meal allowance).

- ii) Where delays arise due to mechanicals or weather, and the per diems as per Article 5.03(a) are not expected to cover the cost of purchasing food or meals for a Flight Attendant to eat while on layover, the Flight Attendant shall either purchase food and be reimbursed on a receipted basis the difference between the per diem and the cost of the food purchased, or may elect to eat at the hotel and have the meals billed to and paid by the Company (provided that if meals are billed to the Company, it shall reduce the per diems to be paid accordingly so that the first charge is against the per diems for that day, with only any excess paid by the Company).

- iii) Where a Flight Attendant is stranded, the Flight Attendants shall be reimbursed for their meal upon providing receipts or the Company shall provide the Flight Attendant with a meal subject to Duty Manager or FA Manager approval. This would not reduce meal allowance.

(b) After the initial cabin service a Flight Attendant may discontinue additional cabin service for a reasonable period of time for the purpose of eating a meal, and has the right not to be disciplined for doing so.

(c) During full day training sessions Flight Attendants will be provided with a meal.

(d) Flight Attendants shall be reimbursed for their meal allowance, by direct deposit no later than the end of the month immediately following the month of the claim period, provided that timesheets are submitted by the fifth (5th) calendar day of the month following the month in which the per diem was incurred, otherwise they will not be paid.

5.03 PER DIEMS

(a) A per diem will be paid to a Flight Attendant based on their requirement to overnight away from the Flight Attendant's base.

Year	Amount
May 1, 2018	\$88.00
May 1, 2019	\$89.50
May 1, 2020	\$91.00
May 1, 2021	\$94.00

(b) Per diems for Flight Attendants as per article 5.03(a) will be paid on the same basis as, and in no case be less than, those provided to members of flight crew (pilots).

(c) When a Flight Attendant qualifies for per diems as per Article 5.03(a), and an overnight occurs in the United States of America, the per diem will be paid in U.S. dollars.

(d) Flight Attendants shall be reimbursed for their Per Diem, by direct deposit no later than the fifteenth (15th) of the month of the claim period, provided that timesheets are submitted electronically by the fifth (5th) calendar day of the month following the month in which the per diem was incurred, otherwise they will be paid on the fifteenth (15th) of the following month.

5.04 TRANSPORTATION

Where necessary, crew transportation shall be provided by the Company between the airport and hotels or Company provided accommodations. If courtesy transportation is available, such transportation will be used by Flight Attendants. If courtesy transportation is not available, then Flight Attendants shall travel with the Captain of the aircraft.

In circumstances where the Captain of the aircraft does not travel with the Flight Attendants, and crew transportation is not available, the Flight Attendants may take a taxi at Company expense between the airport and the hotel.

Where crew transportation is not available, and there is no eating facility readily available to the Flight Attendants, they may take a taxi at Company expense between the airport or accommodations, and a nearby eating facility.

5.05 TRAVELLING AND MOVING EXPENSES

EMPLOYEE OPTIONED MOVES

- (a) Successful bidders on permanent assignments shall pay their own moving expenses to the new home base except that the Company shall furnish free contingent (space available) air transportation for such Flight Attendants and the members of their immediate families. In such case the Company agrees to waive the surcharge for the space available passes and the passes shall have the highest standby priority.
- (b) A Flight Attendant successfully bidding on a permanent assignment will be given fourteen (14) calendar days notice of the commencement of the new assignment, although less notice will be considered appropriate if the Flight Attendant agrees.

COMPANY REQUESTED MOVES

- (c) The Company shall pay such moving expenses as required by this Agreement in the case of a Company requested move.
- (d) For all Company requested moves a Flight Attendant shall be given thirty (30) calendar days notice, unless they agrees that less notice is acceptable.
- (e) For the purpose of this Section a new base will be considered as a new base for six (6) months after it has been established.
- (f) Successful bidders on vacancies to a newly established base shall be considered as having been moved at Company's request.
- (g) Should the Company relocate work from one base to another, and a Flight Attendant follow such work to the new base, they shall be considered as having been moved at the Company's request.
- (h) A Flight Attendant shall be able to claim eligible expenses for any Company requested move provided the actual move takes place within three (3) months of the effective date of the assignment. Such period may be extended by agreement in the case of extenuating circumstances, such as failure to sell a home, or completion of the school year by a child of the Flight Attendant. Claims must be submitted with the appropriate receipts, and by the fifteenth calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.

ECONOMICALLY REQUIRED MOVES

- (i) Excluding moves in accordance with Article 5.05(g), should there be a reduction of available work such that a Flight Attendant cannot retain the same status (i.e. full block holder) and a Flight Attendant is forced to move from one base to another as a result, they shall be considered as having been moved due to economic circumstances, and the Company shall pay one half the moving expenses required in a Company requested move.

EXPENSES COVERED

(j) For all Company requested moves, the Company agrees to pay actual moving expenses excluding packing and unpacking of personal effects. The Flight Attendant shall obtain three (3) quotes, one of which shall be from a firm selected by the Company, and the Company shall select the firm to be used. Actual moving expenses shall include the fuel cost associated in moving one (1) personal vehicle, supported by receipts.

(k) For all moves at Company request, a Flight Attendant shall be allowed reasonable pre-approved living expenses for themselves and dependent members of their family at the point of new assignment for a reasonable period of time. Such expenses shall include reasonable meal costs and hotel accommodations, supported by receipts. Claims must be submitted with the appropriate receipts, and by the fifteenth calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.

(l) For all moves a Flight Attendant shall be relieved of all duty for a period of four (4) days (for which there will be no pro-ration of MMG) at such time as they deem necessary for the establishment of permanent domicile at the point of new assignment, subject only to operational requirements. The Flight Attendant may request additional time if required.

5.06 UNIFORMS

(a) INITIAL UNIFORM ENTITLEMENT

(i) New Hire Flight Attendants will be provided with an initial uniform entitlement as follows:

Article	Number	Point Value
Shirts	5	40 (8 points/shirt)
Shell	1	7
Cardigan	1	10
Blazer	1	25
Dress or additional Blazer	1	25
Serving Vest	1	10
Belt	1	4
Pants	2 (1 skirt and 1 pant upon request)	28 (14 points/skirt or pant)
Uniform Scarf or Tie	2	8 (4 points/scarf or tie)
Winter Scarf	1	3
Jacket (Seasonal: Spring/Fall & Rain)	1	Reissued every 3 years
Satchel	1	Reissued every 2 years
Roller Bag	1	Reissued every 2 years
Tie Pin	Upon request	Reissued every 2 years
Winter Parka	1	Reissued every 4 years

(ii) Flight Attendant measurements shall be taken during initial new hire ground school and upon implementation of a full new uniform design.

(iii) Flight Attendants may wear the dress or skirt from May 1st October 1st due to weather. Black, natural skin tone or no hosiery are acceptable.

(b) UNIFORM REPLACEMENT & REISSUE

(i) For each three (3) months of completed active service as a Flight Attendant, Flight Attendants will earn twenty two points towards reissue of their uniform pieces. In each eighteen (18) month period, Flight Attendants can earn up to 132 points

(c) Unused points may be accumulated to a maximum of one hundred and thirty two (132) in order for Flight Attendants to choose and order replacement pieces as required. Points are provided to ensure that Flight Attendants replace uniform articles at the end of their service life, prior to showing extensive wear.

(d) After initial uniform entitlement, it is the responsibility of the individual Flight Attendant to update the uniform provider with their closest fitting size. If alterations are required on a newly ordered piece so that a Flight Attendant may uphold the Company uniform standards, the Company shall be responsible for the cost of these alterations up to a maximum of four hundred (\$400) with receipts

(e) Alterations, or repairs required on used garments due to changes in size or normal wear will not be paid by the Company and are considered part of the normal replacement process allowed for with allocated points.

(f) The Company shall be responsible for alteration, repair and/or replacement of uniform pieces that are damaged within the course of a Flight Attendant completing their duties up to a maximum of one hundred fifty (\$150) dollars per year with receipts.

(g) The Company will set appropriate uniform standards that detail expected uniform practices. In the event a uniform article requires replacement, it is the responsibility of the Flight Attendant to order a replacement piece from their accumulated points.

(h) Flight Attendants may purchase additional points for the purchase of uniform pieces. A uniform account will be established for each Flight Attendant. Flight Attendants may pay for these additional pieces by payroll deduction from not more than is (6) pay cheques, at not less than twenty (\$20.00) dollars; each twenty dollar (\$20.00) increment will purchase three (3) points (\$20.00 = 3 points).

(i) The uniform and all corporate identification shall remain the property of the Company and shall be returned by any employee who resigns or is terminated. Items purchased by a Flight Attendant remain the property of the Flight Attendant.

(j) MATERNITY

(j) Upon four (4) weeks written notice a pregnant Flight Attendant will be provided with an additional fifty (50) points and the opportunity to order their maternity uniform outside the standard spring and fall uniform order deadlines.

Maternity Article	Point Value
Blouse	8 points
Pants	14 points
Jumper	15 points

(ii) Extra pieces of regular or maternity uniform stock may be purchased by the Flight Attendant with this order as required from the individual's banked points. Points will continue to accumulate while on active duty and wearing maternity uniform articles.

(iii) Flight Attendants are not required to return the maternity uniform articles at the end of the maternity period. The additional fifty (50) maternity points will only be available to individual Flight Attendants thirty (30) months after a previous submission for maternity points.

(iv) The Company will provide on loan to any pregnant Flight Attendant who requests it, a sufficiently warm arctic rated parka that adheres to the new Flight Attendant uniform standards.

(k) UNIFORM STIPENDS

(i) The Company will reimburse a Flight Attendant every year, upon submission of a receipt, an amount not to exceed two hundred (\$200) dollars to be used for the purchase of acceptable work footwear. Flat, block or wedge heel no higher than two (2) inches are acceptable.

(ii) An allowance of twenty (\$20.00) dollars per year shall be paid to each Flight Attendant for the purchase of winter mitts or gloves.

(iii) Dry cleaning of uniform pieces (monthly) and company issued jackets (semi-annually) must be charged to the Calm Air account without receipt for expenses incurred in the cleaning of uniforms.

(v) An additional one hundred twenty five (\$125) dollars every 2 years, upon submission of receipt, for the purchase of snowpants.

(l) UNIFORM COMMITTEE

The Company and the Union shall each appoint two persons to a Joint Committee. The Uniform Committee shall meet as may be required to make recommendations to the Company on such things as style, colour and material of new uniforms, the number of articles that constitute a uniform and the deemed useful life of a uniform. All work by Flight Attendants as members of the Uniform Committee will be on a voluntary basis, and so unpaid. If the Flight Attendant is required by the Company to remain overnight away from their base, the Company shall provide accommodation and expenses.

(m) Under normal circumstances, and unless otherwise provided, uniforms will be deemed to have a useful life of twenty-four (24) months of service. Any item of uniform entitlement will be replaced without charge to the Flight Attendant when it can be shown that the need for replacement is due to normal wear and tear or accidental damage in the course of duty.

(n) On a voluntary basis a single CUPE union pin may be worn on the left lapel of the uniform.

ARTICLE 6 – ANNUAL VACATIONS & GENERAL HOLIDAYS

6.01 ACCRUALS

Vacation and General Holidays shall accrue from April 1 through March 31 and shall be taken in the twelve month period commencing April 1 of the following year.

6.02 VACATION ENTITLEMENT

Annual Vacation will be based on completed years of cumulative service as of March 31. Annual vacation entitlement will be granted based on the following scale:

Completed Years of Cumulative Service	Vacation Entitlement
Less than 1 year	Prorated 3 weeks
After completing 1 year	3 weeks
After completing 15 years	4 weeks
After completing 25 years	5 weeks

After completing eleven (11) years of service Flight Attendants shall receive one (1) additional vacation day for each year, until reaching five (5) weeks of vacation as per the above schedule (e.g. after fourteen (14) years, a Flight Attendant would have nineteen (19) days of vacation, and after fifteen (15) years and up to twenty-four (24) years, four (4) weeks (20) days.

One week of vacation shall be the equivalent of five (5) working days, with two (2) guaranteed days off, which shall be subtracted from the allotment of guaranteed days off that the Flight Attendant would otherwise have had for that month. The two (2) GDO's must be bid for at the same time as vacation.

6.03 VACATION BID SYSTEM

(a) The Company will define the number of Flight Attendants permitted, if any, to be on vacation at any particular time.

(b) A Flight Attendant will be able to bid for vacation based on their permanent assignment by submitting their bid to the Crew Scheduler no later than five PM (17:00 Local) on the tenth (10th) of the month previous to the monthly block period affected.

(c) A Flight Attendant may elect to bid less than their full vacation entitlement in a block.

(d) Vacation may not be accumulated from year to year, without the agreement of the Flight Attendant and the Company.

(e) Any Flight Attendant who has not made a vacation selection by November 1 of any year will be assigned vacation.

(f) Vacation will be awarded in order of seniority.

(g) Notwithstanding Article 6.02(f), a Flight Attendant who makes an advance bid at least six (6) months prior to the month of their preferred vacation, for a minimum of at least one (1) week of their vacation entitlement, shall hold rights to that vacation period over Flight Attendants more senior than themselves who do not make such an advance bid. In this case the deadline for submitting an advance bid shall be the tenth (10th) of the month prior to the six (6) months prior to the month of their preferred date.

E.g. Flight Attendant wants to bid vacation six (6) months in advance in December. The deadline for their bid to be in is not later than May 10th.

(h) A Flight Attendant who changes base after having bid and awarded their vacation may be required to rebid.

(i) During vacation, Flight Attendants shall be credited with the four (4) flight hours in their block for each day of vacation, excluding GDOs. Vacation will be paid as flight credit on the end of month cheque following the vacation.

- 6.04 A Flight Attendant shall earn eleven (11) statutory holidays per year at a rate of point nine one six (0.916) days per month. Each statutory holiday shall have a value of four (4) flight credit hours.
- 6.05 On April 1, the Company will advance each Flight Attendant their full biddable allotment of statutory holidays. Flight Attendants hired after April 1st shall have their statutory holiday advance prorated. Flight Attendants shall be required to use either a vacation day, statutory holiday or a GDO for Christmas Day or New Year's Day.
- 6.06 Any Flight Attendant who has used but not accrued their statutory holiday days as per this Article and is dismissed, laid off, on a leave of absence or resigns, will have any days owed deducted from their final pay.
- 6.07 A Flight Attendant wishing to bid statutory holiday days including GDOs shall submit a bid to the Crew Scheduler no later than five p.m. (1700 local) by the tenth (10th) of the month previous to the monthly block period affected. Statutory holiday days will be awarded on the basis of seniority.
- 6.08 The Company will make every effort to allow not less than one-twelfth (1/12th) of the total annual statutory holiday days for all Flight Attendants be available in any given month.
- 6.09 Unused statutory holidays must be booked prior to five p.m. (1700 local) December 10th for January, February and March, or may be assigned by the Company. Any days not so used or assigned may be carried over to the next holiday year.
- 6.10 A Flight Attendant will not be obligated to accept duty on a statutory holiday. For any day on which they accept such duty, they will be paid at the overtime rate for such work and a STAT will be added back to their bank.

ARTICLE 7 – SICK LEAVE

- 7.01 Sick Leave shall not be deemed to be a break in the employment relationship.

- 7.02 For the purpose of this article, sick leave shall mean the period of one or more days during which a Flight Attendant is scheduled or assigned and is unable to report for duty as a result of illness or injury.
- 7.03 (a) Effective on the date of ratification Flight Attendants shall accrue four (4) credits per month. Sick leave credits shall accumulate from year to year to a maximum of eighty (80) credits.
- (b) If a Flight Attendant is sick and unable to work they shall access banked sick leave credits in accordance with this Article. Sick credits for which a Flight Attendant is not fully compensated by banked sick leave credits will be treated as credits for which the Flight Attendant is not available for work, as per section 4.04.
- (c) If a Flight Attendant is sick and unable to work to the extent that they will be eligible to apply for short term disability coverage under the Group Benefits Plan, the Company will pay them for up to twelve (12) sick leave credits lost during the waiting period under the Plan.
- (d) Sick bank credits shall be reduced by the credit value of the scheduled pairing.
- (e) Effective (Date of Ratification) Flight Attendants who currently have over eighty (80) sick credits will not lose their current balance until these excess credits have been reduced.
- (f) There is no cash out of sick leave credits.
- 7.04 A Flight Attendant unable to report for duty due to illness or injury shall notify the SOCC centre as far in advance as possible of their reporting time.
- 7.05 A Flight Attendant's sick leave period shall end when they have booked back on with the SOCC Centre .

ARTICLE 8 – LEAVES OF ABSENCE

8.01 BEREAVEMENT LEAVE

(a) Within the seven (7) days following a death in their immediate family, a Flight Attendant shall be entitled to bereavement leave of up to five (5) days duration. Of this leave the Flight Attendant will receive payment for up to three (3) days for which they were scheduled to work.

(b) Immediate family is defined as:

Spouse (including common-law), children of employee and/or spouse (including miscarriage or still birth, adoptive, foster, or ward children), parents of employee or spouse, grandparents of employee or spouse, brothers and sisters of employee or spouse, and any relatives permanently residing in the employee's home or with whom the employee resides.

(c) Subject to the requirements of service, a Flight Attendant who submits a request in writing for personal leave and who substantiates that the purpose of the leave is for compassionate reasons (i.e. death of immediate relative, terminal illness in immediate family, etc.) will be granted such leave without pay with no loss of seniority, benefits or pay progression.

8.02 COMPASSIONATE CARE LEAVE

(a) An employee is entitled to and shall be granted to a compassionate care leave for up to eight (8) weeks of leave to care or support a family member.

(b) The family member must have a serious medical condition with significant risk of death within twenty-six (26) weeks of a medical certificate being issued by a certified medical practitioner or if the leave commenced before the medical certificate was issued the leave will commence the day the employee went on leave.

(c) Leaves of absence for compassionate care leave may only be taken in periods of not less than one (1) week's duration.

(d) The maximum length of compassionate care leave taken by two (2) employees in respect of care or support of the same family member shall not exceed eight (8) weeks.

(e) or the purpose of compassionate care leave only, a family member shall mean a spouse or common-law partner of the employee, a child of the employee or a child of the employee's spouse or common-law partner, a parent of the employee or spouse, or a spouse or common-law partner of the parent.

8.03 MATERNITY/MATERNITY RELATED REASSIGNMENT/ PARENTAL LEAVE

(a) With the exception of the provisions outlined below Maternity/Maternity related reassignment/Parental leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto.

(b) A copy of such provisions is attached to this Agreement as Appendix B. An employee may choose to commence their maternity leave prior to the provisions outlined in Section 206 in Appendix B of this Agreement provided that they give the Company four (4) weeks notice in writing prior to commencement of their leave.

(c) Seniority and vacation entitlement (without pay) will continue to accrue throughout Maternity Leave and Parental Leave.

Maternity/Maternity related reassignment/Parental leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto. A copy of such provisions is attached to this Agreement as Appendix B.

8.04 PERSONAL

(a) Where requirements of the Company Operations permit, as determined by Management, a Flight Attendant who submits a written request may be granted a leave of absence without pay for up to two (2) years.

(b) The Company recognizes that at times personal emergencies are such that an employee may be unable to report for work as scheduled. Therefore, three (3) days without pay per year shall be provided in order that a Flight Attendant can deal with a personal emergency. In such case a Flight Attendant will provide the Company with as much notice as possible.

If the Flight Attendant is able to make up the personal emergency day in the remainder of the block month, they will suffer no reduction of income as a result of taking the personal emergency day. The Company will allow the Flight Attendant firstly to go on reassignment to the extent that they can be reasonably accommodated so as not to suffer a reduction of income below the minimum monthly guarantee, and after that will return to normal status.

8.05 REINSTATEMENT

(a) A Flight Attendant shall be reinstated at their base at the termination of an authorized leave of absence and returned to line duty.

(b) Prior to operating as Cabin Personnel, an employee must pass the Transport Canada required Flight Attendant training if their qualifications have lapsed. The Company will provide such training as soon as practical following notice of the employee's intent to return to duty however training will be provided not later than seven (7) days following the date indicated for their return to work. In order to prevent loss of pay, an employee may voluntarily take their Emergency Procedures Training during their leave of absence.

(c) Employees on leave of absence for a period of more than one (1) month shall confirm with the Company at the time of going on the leave, in writing, the date of return from leave. If a Flight Attendant wishes to request a renewal of their leave of absence, they will give the Company as much notice as possible and in any event at least two (2) weeks notice, in writing.

(d) A Flight Attendant shall forfeit their seniority and shall be deemed to have resigned from the Company if;

(i) They do not provide proper written notice required under this Article unless through sickness or other just cause; or

(ii) They fail to report for duty on the approved date, unless through sickness or other just cause.

8.06 MOVEMENT WITHIN THE COMPANY

(a) A Flight Attendant who has been promoted to management or has moved to another department within Calm Air shall continue to accrue seniority indefinitely.

8.07 GENERAL

- (a) A Flight Attendant who is on an authorized leave of absence shall continue to accrue seniority.
- (b) Excluding short term and long term disability, and subject to agreement from the insurer, a Flight Attendant who is on a leave of absence may elect to maintain the remaining benefits normally covered by payroll deduction by paying for one hundred (100%) percent of the total cost of the benefits. The total cost for the benefits must be prepaid prior to leaving, either for the duration of the leave or three (3) month blocks, whichever is the lesser. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.

8.08 UNION LEAVE

- (a) Subject to the needs of the service, the Company shall, when requested, authorize release from flight duty, in order that employees may attend to Union business.
- (b) Requests for Union releases must be in writing and submitted to the Flight Attendant Manager for authorization as far in advance as possible.
- (c) Flight releases granted in advance shall be included in the blocks and given a credit of 4.0 hours per day. Flight releases granted after the block awards shall be given the scheduled credit as it appears in the block.
- (d) While on union leave a Flight Attendant shall be maintained on the payroll. If authorized flight releases that are not paid for by the Company result in additional cost to the Company (i.e. for replacements for the CUPE releases), the Union will reimburse the Company for these costs. If the replacement flight was covered by a reserve there shall be no charge. If charges are incurred, full details will be supplied to CUPE.
- (e)
 - (i) Positive space passes on Company aircraft and time off, subject to operational requirements, will be granted to ensure the timely attendance of up to three (3) Flight Attendants at collective bargaining meetings and grievance hearings with the Company.
 - (ii) Positive space passes on Company aircraft and paid time off, subject to operational requirements, will be granted to ensure the timely attendance of up to two (2) Flight Attendants at two (2) union/management meetings per year, and collective bargaining meetings with the Company.
- (f) The Company agrees to provide positive space passes on Company aircraft for the CUPE National Representative in order to travel to Rankin Inlet for collective bargaining purposes and space available passes (D2/Y10 priority) for labour management meetings and local Union meetings in Rankin Inlet.

(g) The Company will grant a Union Leave of Absence without pay for the duration of the term in union office to any employee duly elected to serve as one of the full-time Union Division/National Officers. An employee on such Union Leave shall have the right to return to duty at any time prior to or upon the expiration of their term of office subject to notification to the Company of at least fifteen (15) days prior to issuance of the bid package (i.e. by the 1st of the month prior to the month of the anticipated leave.) The Company agrees to grant any vacation time not taken during the leave as unpaid vacation time. Such unpaid vacation time shall be awarded subject to operational requirements and in accordance with seniority.

Such leave of absence shall be extended should the employee be subsequently re-elected.

(h) The Company will grant a Union Leave of Absence without pay to any employee who is hired by the Union. Such leave shall be for two (2) years and shall be extended upon request. An employee on such Union Leave shall have the right to return to duty subject to notification to the Company of at least fifteen (15) days prior to issuance of the bid package (i.e. by the 1st of the month prior to the month of the anticipated leave). The Company agrees to grant any vacation time not taken during the leave as unpaid vacation time. Such unpaid vacation time shall be awarded subject to operational requirements and in accordance with seniority.

(i) An employee on Union Leave as per Article 8.06 (g) & (h) 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 their Union Leave.

(ii) An employee on Union Leave as per Article 8.06 (g) & (h) shall have the right to remain on the Company's benefit plan. In this case the Union shall pay the Company's portion of the cost related to maintaining any benefit plan for the employee.

(iii) All requests for Union Leave for Union Division/National Officers and Staff other than full time shall be subject to operational requirements and Article 8.06(a) shall apply.

8.09 PRECAUTIONARY CESSATION OF WORK

(a) Subject to advance notice of forty-eight (48) hours, a pregnant Flight Attendant who provides the Company with a medical certificate stating that they are pregnant and that their working conditions would endanger the health of their unborn child or themselves, due to their pregnancy, may take advantage of a cautionary cessation of work.

(b) A Flight Attendant who takes a precautionary cessation of work may apply for short term disability insurance for a maximum of twelve (12) weeks, starting when pregnancy is noted by the personal physician and ending no later than the completion of the twentieth (20th) week of pregnancy. It is agreed that during the precautionary cessation of work, the Flight Attendant will not be reassigned to another position within the Company.

(c) The Flight Attendant on precautionary cessation of work shall continue to accrue seniority and be covered by this Agreement.

(d) A Flight Attendant may request to be reassigned as per this Article, once the precautionary cessation of work has been completed.

8.10 RETURN TO WORK/ WORK PLACE ACCOMODATIONS

(a) The Company will take all reasonable steps to provide a safe and timely return to work if a Flight Attendant sustains an injury or illness, and to accommodate employees in a consistent way through the Company's Return to Work program where suitable alternative work options are available.

ARTICLE 9 – MEDICAL REVIEW PROCEDURES

The Company may, at its own expense require a Flight Attendant to complete a medical examination with a Company selected Transport Canada approved doctor (medical examiner) if the Company has legitimate reason to believe the Flight Attendant's health or physical condition is impaired. The Flight Attendant shall be afforded prior consultation with the Company and both the Flight Attendant and the Company will be furnished with a copy of the medical report.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Any Flight Attendant or group of Flight Attendants or a representative of the Union may initiate a grievance in accordance with the provisions of this section involving the interpretation or alleged violation of the Agreement.

10.02 Any Flight Attendant who considers themselves aggrieved shall attempt to obtain a satisfactory settlement in discussion with the Flight Attendant Manager or their designate may if they choose be accompanied by a Union Representative within fourteen (14) calendar days of the Flight Attendant's becoming aware of the circumstances giving rise to the grievance (or when the Flight Attendant should have been reasonably aware). 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.

Step One: A written grievance shall be presented to the Director of Human Resources or their designate, who may convene such meetings as they determine necessary, and in any event whose decision shall be rendered in writing within fourteen (14) calendar days.

Step Two: Within fourteen (14) calendar days of receipt of the decision under Step One, a designated representative of the Union may present the grievance in writing to the Vice President of Operations or their designate, who will convene a grievance meeting during which the Union shall have full opportunity to present the grievance. This grievance meeting will take place within fourteen (14) calendar days of referral to Step 2, or at such other time as the parties may agree. A decision shall be rendered in writing within fourteen (14) calendar days of the meeting.

- 10.03 All grievances initiated in writing must be signed by the grievor or by a Union officer or designate on their behalf and shall state the matter in dispute, the section of the Agreement considered violated and the nature of relief or remedy sought.
- 10.04 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.
- 10.05 The time limits specified may only be extended by express mutual consent between the Company and the Union.
- 10.06 The parties, upon request, shall provide each other with copies of all documents relevant to the grievance. The parties shall make good faith efforts to have informed and meaningful discussion on the issues so if at all possible and reasonable, to resolve grievances promptly or at the least focus and narrow the issues so as to make the arbitration process as streamlined and efficient as possible.
- 10.07 All decisions rendered by the Company and appeals made by the Union shall be communicated in writing. If at any time something is not clear, the parties are encouraged to seek and provide written particulars or clarification as promptly as possible.
- 10.08 A grievance not settled at Step Two of the process may be progressed by the Union to Arbitration in accordance with Article 12 (Arbitration) of this Agreement.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01 No discipline or discharge shall be initiated by the Company without just cause.
- 11.02 (a) During scheduled meetings, investigations or hearings which may result in discipline or discharge the Flight Attendant shall have the right to have a Union representative present. This process will take place in a timely fashion.
- (b) When disciplinary or discharge action is taken, the Flight Attendant and the Union shall be notified promptly in writing by the Company, with reasons.
- 11.03 A Flight Attendant who has been disciplined, suspended pending discharge or discharged, and who considers themselves unjustly dealt with, may file a grievance in accordance with Article 10 Grievance procedure.
- 11.04 No Flight Attendant shall have a letter of warning or reprimand placed on their file without receiving written notice of same which shall be copied to the Union.
- 11.05 Where procedures outlined in paragraph 11.03 have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 12 within thirty (30) calendar days of the Company's final decision, or from the last day of the time limits provided herein should the Company not meet said time limits.
- 11.06 Throughout this procedure, the Flight Attendant and their Union representative shall be given the full opportunity to present evidence, make representations and respond to the allegations made against the Flight Attendant.

ARTICLE 12 – ARBITRATION

- 12.01 Notice of Intent to proceed to arbitration by the Union shall be presented to the Company within thirty (30) calendar days of receipt of the Company's Step Two response. Should such notice not be received, then the grievance will be considered dropped.
- 12.02 A grievance referred to arbitration will be heard by a single arbitrator. The Company and the Union having expressed confidence in certain persons agree that they shall be called upon to arbitrate on a rotating basis as follows:
1. Kris Gibson
 2. John Korpesho
 3. Michael D. Werier

The Company and the Union shall endeavour to arrange a hearing date with such arbitrator as soon as possible.

- 12.03 The time limits specified in this Section may only be extended by express mutual consent between the Company and the Union.
- 12.04 Parties shall be given the opportunity to present evidence, documentary or oral, make representations, and call, examine, and cross-examine witnesses. Throughout the arbitration process the parties shall have the right to be represented by whosoever they may choose and designate.
- 12.05 The decision of the arbitrator shall not in any case add to, subtract from, modify, rescind, or disregard any provision of this Collective Agreement. The arbitrator's decision shall be final and binding on all parties, and shall be rendered in writing, with reasons therefore, as soon as possible after the hearing.
- 12.06 The arbitrator shall, in the case of disciplinary or discharge grievances have the authority to determine whether the Company's action was taken for just cause. The arbitrator may decide to dismiss the grievance in whole or part, reinstate the grievor on such terms as he sees fit, reduce or modify the discharge or discipline, or substitute such other remedy as he deems just in the circumstances.
- 12.07 The expenses, fees and costs of the arbitrator shall be shared equally between the Company and the Union. The parties will cooperate to ensure that all witnesses are given appropriate time off from work and that appropriate travel arrangements are made to ensure their timely attendance and return from the arbitration. If necessary, up to two (2) employee witnesses called by the Union will be provided with positive space transportation to and from the hearing.
- 12.08 Each party will be responsible for the expenses of their respective witnesses.

12.09 ARBITRATOR'S POWERS

An arbitrator has the power to allow necessary amendments to a grievance, to waive formal procedural irregularities in the processing of a grievance, and to do such other things as he determines reasonable to be done, in order to determine the real matter in dispute and to render a decision according to equitable principles and the collective agreement.

ARTICLE 13 – PROBATION

- 13.01 A new Flight Attendant will be required to serve a probationary period of one (1) year of cumulative service with the Company from successful completion of their line indoctrination. During the probationary period, the Company has the sole discretion to retain or discharge any probationary Flight Attendant. A probationary Flight Attendant shall be entitled to file a grievance in accordance with the provisions of Article 10, 11, and 12, however they shall not have recourse to arbitration with respect to termination of their employment by the Company.
- 13.02 The Union shall have the right to meet formally and speak with new hires during the initial training period prior to line indoctrination. Topics will include an explanation of the blocking rules and how to prepare a bid.
- 13.03 The parties acknowledge that the purpose of the probationary period is to afford an employee an opportunity to meet Company standards. Therefore, at any time the Company has reason to believe that a probationary Flight Attendant's performance is in question, the Company will advise the Flight Attendant and draw the deficiencies to their attention, and as well shall notify the Union.
- 13.04 No Flight Attendant shall be required by the Company to serve more than one (1) probationary period.

ARTICLE 14 – SENIORITY GENERAL

- 14.01 Seniority on the Flight Attendant Seniority List will begin to accrue from the first day on which the Flight Attendant commences their training and will continue to accrue except as otherwise provided for in this Agreement.

Effective (Date of Ratification), Where one (1) or more Flight Attendants are hired internally, their positions on the Flight Attendant Seniority List will be determined by their company hire date within their initial class.

Where two or more Flight Attendants are hired externally on the same date, their position on the Flight Attendant Seniority List will be determined by draw to be administered by both the Company and the Union.

- 14.02 Any Flight Attendant who establishes a seniority commencement date in accordance with this Agreement shall not lose that date except as provided in this Agreement.

- 14.03 Seniority is defined as the length of service in the bargaining unit and shall include service with the Company prior to the certification or recognition of the Union. Subject to the provisions of this Agreement and the Transport Canada regulations, seniority shall govern transfer, layoff, permanent reduction of the workforce, recall, scheduling by base, vacations and personal leaves of absence.
- 14.04 Except as otherwise provided in this Agreement, seniority of all Flight Attendants shall be on a system-wide basis.
- 14.05 A Flight Attendant shall lose their seniority and be deemed to have left the employ of the Company if they:
- (a) resign,
 - (b) are discharged for just cause and is not reinstated,
 - (c) are retired subject to mutual agreement between the Company and the Union,
 - (d) fails to return from layoff or is not recalled from layoff subject to the provisions of Article 17, LAYOFF AND RECALL.

ARTICLE 15 – SENIORITY LIST

- 15.01 The Company shall establish and maintain a Flight Attendant System Seniority List showing for each Flight Attendant listed thereon:
- (a) Seniority Number
 - (b) Name
 - (c) Base
 - (d) Date of Employment as a Flight Attendant (date of hire)
- 15.02 The Company shall publish the Flight Attendant Seniority List which is to be updated in the monthly bid package.- The list shall be open for correction until the tenth (10th) of the following month.
- 15.03 The Flight Attendant Seniority List will form part of this Agreement and is attached hereto as "Appendix A". The Flight Attendant Seniority List will be divided into Base Seniority Lists.

ARTICLE 16 – MANAGEMENT FLYING

- 16.01 Only the Flight Attendant Manager or Assistant Manager may perform such bargaining unit work as required by the Company:
- (a) to prevent the cancellation or disruption of a flight due to shortage of Flight Attendants;
 - (b) to maintain Flight Attendant qualifications as per Transport Canada minimums;
 - (c) for the purpose of training bargaining unit members in new or amended procedures;
 - (d) to complete an initial line indoctrination check or required annual line check on a bargaining unit member.

ARTICLE 17 – MINI BLOCKS

- 17.01 (a) Subject to operational requirements, reduced hours mini blocks may be requested by Flight Attendant(s) and may be made available by the Company. Reduced Hours (mini-blocks) are to be implemented as a temporary means to provide employment should the amount of work decrease to the point that a seventy-five (75) hour minimum monthly guarantee is not available for all employees and the affected employees would then be subject to layoff as per Article 17 or upon request of a Flight Attendant.

Clarification to point (a):

The Company will determine how many Flight Attendants are required and offer mini blocks to mitigate lay offs.

If a Flight Attendant chooses to accept mini blocks, they must remain with the mini block until a full block is made available by the Company.

- (b) Reduced hours (mini-blocks) are not to be implemented on a regular basis nor are they to be implemented to create a system of part-time work and when implemented shall be strictly voluntary.
- (c) Such blocks will be built between thirty-seven (37.5) point five to forty-two (42.5) point five monthly flight credits from November through May, and between thirty-seven (37.5) point five and forty-five (45) monthly flight credits from June through October.
- (d) Mini Blocks are subject to open flying or draft as per the limitations in Article B3.02 (e) and (j), however, they may be subject to reserve flying.

Clarification to point (d):

Reference should be B3.05 (e) and (j).

It is agreed that Mini Blocks are subject to open flying, draft and reserve.

(e) The Minimum Monthly Guarantee will be thirty-seven point five (37.5) hours and all monetary benefits including without limitation guaranteed days off, statutory holidays and vacation will be pro-rated on a fifty (50%) percent basis for each month a Flight Attendant operates a Mini-Block.

Clarification to point (e):

50% vacation and statutory holidays reference is to accrual.

GDOs to be increased from 10 to 15 per month for a Mini Block holder.

(f) The applicable hourly rate and other pay provisions of this Agreement will not be affected.

(g) Should the amount of flying increase to the point that a seventy-five (75) hour MMG block is available, the Flight Attendant may choose to return to the seventy-five (75) MMG block.

Clarification to point (g):

Mini Blocks are based on operational requirements. If required the Flight Attendant must return to a regular block at Company discretion.

(h) The monthly flight credit limitation for each Flight Attendant in any month, including overtime recorded at straight time for this purpose, shall be fifty (50) hours.

ARTICLE 18 – LAY-OFF AND RECALL

- 18.01 The Company shall provide a minimum of two (2) weeks written notice and shall post a copy of the notice in the workplace(s) advising of a layoff. In the case of a third party strike, such notice may be less. In the instances of recall after a third party strike, the Company will recall as soon as possible and a Flight Attendant shall not be required to return to work with less than forty-eight (48) hours notice, provided that sufficient junior Flight Attendants report to work within twenty-four (24) hours of recall, or the more senior Flight Attendant otherwise agrees.
- 18.02 When it is necessary to decrease Flight Attendant staff at a base, and subject to the provisions of Article 14.03, Flight Attendants shall be laid off in reverse order of base seniority. A laid off Flight Attendant may replace the most junior Flight Attendant on the Flight Attendant system seniority list provided they advise the Company's Human Resources Department by email with a copy to the Union, within seven (7) calendar days of receipt of their lay-off notice. Unless there is a mutual agreement between the Flight Attendant and the Company, the Flight Attendant would be restricted to the new base until recall of laid off Flight Attendants.
- 18.03 Flight Attendants who have been laid off shall file their address by email to the Company's Human Resources Department , with a copy to the Union, and shall thereafter promptly advise the Company's Human Resource Department of any changes of address.

18.04 (a) Recalls will be made in order of base seniority, by notice sent by registered letter or fax by the Company's Human Resources Department. The Flight Attendant concerned shall advise the Company by email, with a copy to the Union, within seven (7) calendar days of receipt of such notice, of their intention to return. If the laid-off Flight Attendant does not so confirm their return, or fails to return as required by the recall notice, unless incapacitated and unable to do so, they shall be deemed to have rejected the offer for re-employment and shall forfeit all future rights for recall. A Flight Attendant may decline a recall to other than the base at the time of lay off.

(b) If accepting a recall the Flight Attendant must report for duty within two (2) weeks of notification or on the date required if later. In instances of recall after a third party strike, the Flight Attendant must report for duty as soon as possible, and in any event within twenty-four (24) hours.

18.05 If during the time of lay-off vacancies arise at another base, they will be posted and filled in accordance with seniority.

18.06 A Flight Attendant on a layoff will continue to accrue seniority but that period will not be accredited towards their service with the Company for the purpose of pay or other monetary benefits related to service.

18.07 JOB SECURITY

The Company shall not hire any new Flight Attendants while any Flight Attendant is on laid off status, unless such Flight Attendant has declined the recall as per Article 17.04.

Any Flight Attendant who is laid off shall have the option of retaining recall rights or severing their employment with the Company. However, at the end of five (5) years, the Flight Attendant will be removed from the seniority list.

18.08 BENEFITS

Excluding short term and long term disability, and subject to agreement from the insurer, a Flight Attendant who is laid off may elect to maintain the remaining benefits normally covered by payroll deduction by paying for one hundred (100%) percent of the total cost of the benefits. The total cost for the benefits must be prepaid in a lump sum or by post dated cheques prior to leaving, either for the duration of the leave or three (3) month blocks, whichever is the lesser. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts with payment for such benefits to be prepaid at least three (3) months in advance.

18.09 MITIGATING LAYOFFS

The Company shall allow leaves of absences in order of seniority in order to mitigate layoffs. The Company shall also determine the number of mini-blocks, if any, that shall be allowed to mitigate layoffs. Where the Company predicts a surplus in any month they shall publish a notice to the Flight Attendants indicating the number of Flight Attendants who will be declared surplus and that mini-blocks and leaves of absence are available.

ARTICLE 19 – GENERAL

19.01 AGREEMENT PROVIDED

(a) The Company will provide each Flight Attendant 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.

(b) Both parties will endeavour to print and distribute the Agreement as soon as possible and in no case later than sixty days (60) from ratification of the Agreement.

19.02 COMPANY BULLETIN BOARDS

The Union may post notices of meetings upon the specified Company bulletin boards wherever Union members are based and may use Company mail boxes for distribution of Union material.

19.03 DEADHEADING SEAT

(a) Deadhead/Position Crew will have a confirmed seat. If possible, this will not be the jump seat. Flight Attendants shall not be required to sit on a jump seat where there is a deadheading pilot on board.

(b) Flight Attendants shall be allowed to deviate from a pairing where they are scheduled to deadhead to home base, and leave later than scheduled, at no charge. For clarity, duty ends as per the originally scheduled deadhead, and the Company is only required to provide space available travel for the later deadhead.

19.04 DEDUCTION OF UNION DUES

(a) The Company shall deduct every month from wages due and payable to each Flight Attendant coming within scope of this Agreement an amount equivalent to monthly Union dues in such amount as may be decided by the Union from time to time subject to the conditions set forth hereunder.

(b) Membership in the Union shall be available to any Flight Attendant eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, age, gender, national origin, colour, religion or sexual orientation.

(c) Deduction shall commence on the payroll for the first pay period of the calendar month following completion of thirty (30) consecutive days of service under this Agreement.

(d) Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, and pension deductions shall be made from wages prior to the deductions of dues.

(e) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company not later than thirty (30) calendar days following the pay periods in which deductions are made. The statement of dues deductions from individuals will list the following: pay period, employee's name, social insurance number, gross earnings, dues deducted.

(f) Where an error occurs in the amount of any deduction of dues from a Flight Attendant's wages, the Company shall adjust it directly with the Flight Attendant. In the event of any mistake by the Company in the amount of remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article 18.04 shall terminate at the time it remits the amounts payable to the Union.

(g) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article 18.04 each party shall bear its own cost of such defence. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

19.05 HOSTAGE INTERNMENT

(a) While on Company duty, if a Flight Attendant is captured, held hostage or is missing, they will have their earnings continued at eighty (80%) percent of their gross earnings as established by the previous regular month's schedule.

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

(b) The compensation allowable under Article 18.05(a) shall be held for the Flight Attendant's account without interest, provided that any such compensation remaining from time to time available to the Flight Attendant shall be dispensed by the Company to the person or persons designated by them in the required form.

(c) As an alternative to paying compensation in accordance with Article 18.05(a), the Company may pay the difference between the amount of any compensation payable and the amount of any compensation otherwise available in respect of Flight Attendants captured, held hostage or missing as described in this Article.

19.06 JURY DUTY

A Flight Attendant called and serving on jury duty shall be granted leave of absence and shall retain and accrue seniority and service for all purposes during such absence. Each day that the Flight Attendant serves jury duty will be a day that the Flight Attendant is deemed not available for duty, but for which they will be compensated on the basis of two and one half (2.5) credit hours.

19.07 LOSS OF COMPANY PROPERTY

Flight Attendants shall not be required to pay for the theft, loss or damage of any Company issued material such as manuals, bar money or identification cards when such theft, loss or damage occurs while on Company business and is beyond the control of the flight attendant.

19.08 NEW EQUIPMENT

At least sixty (60) days prior to a new type of aircraft being put into service by the Company, the Company shall initiate meetings with the Union for the purpose of negotiating wages, working conditions, crew complement and other requirements of such new equipment. Meetings shall take place within thirty (30) days following notice by the Company. Any issues not resolved shall be sent to binding arbitration.

19.09 ORDERS IN WRITING

All orders to a Flight Attendant 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 Component President.

19.10 PARKING

The Company will pay one hundred (100%) percent of the cost of parking for all Winnipeg based Flight Attendants who choose to have parking at the Winnipeg airport.

19.11 PERSONNEL FILE

The Company shall maintain a personnel file for each Flight Attendant with a section containing all documents related to their employment performance. Upon request, the Flight Attendant may review this section of their personnel file with local management. Passenger complaints and letters of reprimand shall be placed on the Flight Attendants personnel file however, provided two (2) years have elapsed without further disciplinary action, they may not be used in a subsequent discipline or discharge.

19.12 REST FACILITIES

The following facilities will be provided for crew rest:

(a) For scheduled on-duty rest over four (4) hours in duration, Company housing or a hotel/motel day room will be provided, except Winnipeg, where the Flight Attendants will have the use of a crew room. The Crew Room shall be equipped with water, a coffee maker including sugar, milk and cups, sofas, chairs, microwave and a fridge for the use of the Flight Attendants.

(b) For off-duty rest for all layovers, Company housing (single room accommodation in Thompson, if available) or a single hotel/motel room will be provided for each Flight Attendant.

(c) Notwithstanding the above, where hotel or Company provided accommodations are not available, on short layovers, or in cases where the Company has had little previous notice, the Company will try to obtain permission for the crew to utilize the following: Nursing Stations, Police Stations, Hydro Houses, etc.

(d) ACCOMMODATION STANDARDS

(i) Prior to establishing accommodations at new layover points or changing existing accommodation, the Company shall consult with the Union. Additionally, on notice from the Union Representative, the Company will investigate accommodation complaints.

The Company has the right to provide accommodations such as houses or apartments in place of hotel accommodations. Company staff housing must have a minimum of one sleeping room per employee occupant and adequate personal cleaning and cooking areas. Flight Attendants shall only be required to share rooms when it is not possible to have their own room due to all of the rooms being occupied. The Company shall provide all necessary materials including bedding materials, towels, dishes, cooking utensils, humidifiers, and cleaning supplies.

(ii) If upon arrival the accommodations prove unacceptable, the Flight Attendant will notify the Duty Manager, giving the reasons therefor, and request to stay at a hotel or alternate facility in that community at the Company's expense.

(iii) In the event that overnight accommodations do not provide meal facilities the Company will pay, upon submission of receipts, reasonable transportation costs incurred by the crew to the nearest meal facility, or provide transportation to that facility.

(iv) The Company agrees to make best efforts to advise on blocks as to whether layover accommodation is hotel or Company provided housing.

19.13 OCCUPATIONAL HEALTH & SAFETY COMMITTEE

(a) The Company and the Union agree to promote safety practices to protect the health and safety of Flight Attendants at work, in accordance with legislation and Company policies and procedures. Accordingly, the Company agrees to recognize and meet with an appointed member of the Union's Health & Safety Committee, at least as often as required to do so by legislation. Such meetings shall take place as part of the Joint Occupational Health & Safety Committee meetings.

(b) The Company shall cover the cost of flight releases for the Union Health & Safety Committee member and all reasonable expenses incurred in attendance at the Joint Occupational Health & Safety Committee meetings.

(c) Minutes, as stipulated by legislation, shall be taken at all meetings. Copies will be signed by the designated representatives and distributed to the members of the Committee.

(d) Prior to implementation of any new procedure or policy affecting the health and the safety of Flight Attendants the Union Health & Safety Committee will be given a reasonable opportunity to review and comment on the change before it is implemented by the Company.

(e) A Flight Attendant will receive four (4) flight credits for attending each meeting of the Joint Occupational Health & Safety Committee.

(f) A Flight Attendant involved in an accident at work (as defined by the Transportation Safety Board) shall be released from duty for the remainder of their pairing, if requested by the Flight Attendant, with pay.

19.14 INFORMATION FOR THE UNION

The Company shall provide the Component President with the following information:

- (a) copies of addresses received from employees on a monthly basis;
- (b) current list of requests for base transfer, monthly;
- (c) copies of bid awards, monthly;
- (d) copies of vacation awards;
- (e) copies of updated seniority lists whenever such are completed;
- (f) copies of all records of awards and assignments to open flights for the bid period,(Cabin Personnel who operate the flight(s))
- (g) report for each bid period of Cabin Personnel status re: Leave of Absence – Sick Leave (short and long term disability);
- (h) base vacancies and awards;
- (i) list of employees assigned to duties out of scope for each bid period;
- (j) list of employees reassigned due to maternity and duty to accommodate;
- (k) copies of letters of warning and discipline;
- (l) copies of all letters placed on an employee's file;
- (m) copies of all Flight Attendant's time sheets, upon request.

19.15 RECURRENT TRAINING

(a) Where a Flight Attendant writes their recurrent training exams and fails to achieve a passing mark, the exam will be reviewed with the Flight Attendant and they will be allowed to rewrite the exam up to 48 hours later.

(b) Where a Flight Attendant takes their practical drills and fails to achieve a passing mark, the drill will be reviewed with the Flight Attendant and they will be permitted to retake the drill immediately.

(c) Where the Flight Attendant on the second rewrite or drill fails to achieve a passing mark, they shall be given a maximum of one (1) day of additional training/coaching including the opportunity to rewrite the exam or retake the drill with a different trainer.

(d) Where the Flight Attendant fails for the third (3rd) time to achieve a passing mark for the exam or drill, they will be subject to disciplinary action up to and including termination. The Company acknowledges the employee's right to file a grievance under Article 10 of the Collective Agreement.

19.16 TRAINING STANDARDS

(a) All Flight Attendants will be provided a Check Flight Checklist with the check flight schedule which is sent out annually and will be given a minimum of twenty four (24) hours notice prior to their check flight.

(b) The senior Flight Attendant (trainer or trainee) shall pick the date/flight of a check flight within the Flight Attendant Managers guidelines

(c) A training survey will be electronically sent out after Check Flights and Annual Training for Flight Attendant feedback to be reviewed with trainer if required.

(f) A question bank will be available to every Flight Attendant as an optional self study tool with a minimum of 200 questions from which all exam questions will come from.

19.17 In Thompson or Winnipeg, Flight Attendants shall not be responsible to carry Company mail to and from the aircraft and the crew rooms nor shall they be required to place mail in the mail folders.

19.18 The Company agrees to provide Legal Counsel of its choosing and defend, free of charge, all Flight Attendants and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder, except in the case of gross negligence or wilful misconduct on the part of the Flight Attendant(s) concerned.

ARTICLE 20 – HUMAN RIGHTS

20.01 (a) Neither the Company nor the Union will unlawfully discriminate in any manner against any employee of race, creed, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, Union membership or activity, place of residence, political activities, disability (mental or physical) or conviction of an offence for which a pardon has been granted.

(b) No passenger may assault, threaten, intimidate or interfere with a crew member in the performance of their assigned duties aboard an aircraft in operation.

(c) The Company agrees to continue its policy of refusing to board passengers who have committed an offence under Article 19.01(b) above. The operating Flight Attendant, or the senior Flight Attendant where there are two (2) Flight Attendants, has the responsibility and the authority to have deplaned any passenger who appears to be intoxicated or utters threats during the boarding process.

(d) The parties also state as follows:

(i) any employee who believes that they have been harassed or discriminated against is encouraged to report such misconduct to the Company and the Union;

(ii) such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the right of the alleged harasser to due process; and

(iii) Employees shall have the right to grieve according to Articles 10, 11 and 12.

(e) Complaints will be filed and processed in accordance with the Company's Harassment Policy. This policy will be reviewed annually by the Union and the company and recommendations shall be submitted to a Labour/Management meeting.

20.02 SAME SEX SPOUSES

It is agreed and understood between the Company and the Union that the term "spouse" as used in the Collective Agreement, shall be interpreted consistently with the *Canadian Human Rights Act*.

ARTICLE 21 – FILLING OF VACANCIES

21.01 The filling of vacancies at a base shall be in the following order:

1. recall of Flight Attendants on laid-off status including those who bumped out of the base to maintain their employment, in order of seniority,
2. act on a bid posted to all Flight Attendants, in order of seniority,
3. hire new employees.

21.02 The Company shall advise the Union as soon as a vacancy is foreseen.

21.03 When posting for vacancies the notice shall contain the following:

- (a) Location.
- (b) Number of vacancies available.
- (c) Projected date of commencement of the vacancy.
- (d) Deadline after which bids will not be accepted, not less than ten (10) days.

21.04 MUTUAL BASE EXCHANGE

Employees who wish to move to another base will be allowed to exchange bases, subject to seniority. All costs associated with such an exchange will be borne by the employees involved. Such exchange shall not create or fill a vacancy.

ARTICLE 22 – SAVINGS CLAUSE

22.01 Should any Article or provision or part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

ARTICLE 23 – SUCCESSOR RIGHTS

23.01 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. The Company further agrees to enter into negotiations with the Union relative to the protection of employee seniority and other conditions of this Agreement. Failing settlement, provisions of the Canada Labour Code apply.

ARTICLE 24 – MANAGEMENT RIGHTS

24.01 The Union recognizes that the Company has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs and the direction of employees, all of which are fixed exclusively with the Company.


ARTICLE 25 – DURATION OF AGREEMENT


25.01 This Agreement shall become effective on May 1, 2018 and shall continue in full force and effect until April 30, 2022.


25.02 This Agreement shall remain binding from year to year thereafter, unless notification in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served not later than ninety (90) calendar days prior to the expiration date in any year. In the event notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for the agreement of the new Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on this 21st day of January 2019 at Winnipeg, Manitoba.

For
CALM AIR INTERNATIONAL LP



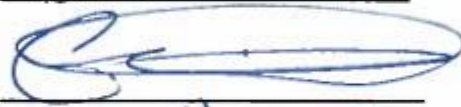




For
CANADIAN UNION OF PUBLIC EMPLOYEES









BLOCK RULES

ARTICLE B1 – OBJECTIVES

B1.01 The fundamental objectives of the Block Rules are as follows:

- (a) To provide an orderly method of flight assignment consistent with seniority as expressed by the provisions of this Agreement.
- (b) To allow Flight Attendants the opportunity for adequate rest so as to ensure the proper performance of their duties.
- (c) To provide coverage for all flights in a direct and efficient manner.
- (d) These rules envision that Flight Attendants will have the necessary qualifications to perform the duties required of them by virtue of their seniority and the other provisions of this Agreement.

ARTICLE B2 – DURATION OF BLOCK RULES

B2.01 The Block Rules shall be subject to revision by agreement between the Union and the Company.

B2.02 The Union or the Company may reopen the Block Rules for discussion at any time upon written notice.

B2.03 Where notice to reopen the Block Rules for discussion is provided and/or no agreement can be reached, the Block Rules shall continue in full force and effect.

ARTICLE B3 – SCHEDULING REGULATIONS

B3.01 BLOCKING WINDOW

- (a)
 - (i) A Regular or Mixed block, to be legal, must be built between seventy-five (75) and eighty-five (85) hours credited flight time with up to one hundred (100) credit hours with available open flying between November and May.
 - (ii) A Regular or Mixed block, to be legal, must be built between seventy-five (75) and ninety (90) hours credited flight time with up to one hundred (100) credit hours with available open flying between June and October.
 - (iii) Reserve Block, to be legal, must be built to a maximum of seventy-five (75) hours.
 - (iv) Subject to Article B3.01(c), blocks shall be built to ensure that all Flight Attendants will maintain a minimum of seventy-five (75) flight credit hours per month.
 - (v) Flights that cannot be blocked within the maximum hours in Article B3.01(a)(i) and (ii) shall be placed in open flying and awarded as per Article B8.

(b) (i) The Company will publish the monthly requirements for scheduled block flying and reserve patterns for the following month. Flight Attendants may bid for regular pairings only (Regular Block Holder), reserve patterns only (Reserve Blockholder) or any combination of regular pairings and reserve patterns (Mixed Blockholder) in accordance with Article B3.01.

(ii) Credits for Reserve

Reserve days will be given a four (4) hour credit which will be applied towards pay and the maximum monthly limitations.

When a reserve Flight Attendant operates they shall receive the greater of the four (4) hour credit or flight time credits as per Article 4.02 (a) and (b).

(iii) Once the Flight Attendant has reached the Monthly Flight Time Limitation through reserve assignment they will be released from any further reserve duty in the block month. A Flight Attendant will notify the Company when they have reached the Monthly Flight Time Limitation through reserve assignment.

(c) Should the scheduled and reserve hours not be sufficient to provide all Flight Attendants on the seniority list full-time employment, a system of mini-blocks (according to Article B3.02) may be available for bid in order to avoid layoffs.

(d) The crew complement on any flight will not be reduced from the original monthly block. When there are two (2) Flight Attendants scheduled, the senior Flight Attendant will be In-Charge. If one (1) of the two (2) Flight Attendants is the Flight Attendant Manager, the bargaining unit Flight Attendant will be In-Charge.

(e) MIXED BLOCKS

Flight Attendants shall indicate on their bid sheet that they will be willing operate a reserve period(s). A Flight Attendant shall only be awarded a mixed block at the Flight Attendant's request or in order to maintain the integrity of their block.

B3.02 MINI BLOCKS

(a) Subject to operational requirements, reduced hours mini blocks may be requested by Flight Attendant(s) and may be made available by the Company. Reduced Hours (mini-blocks) are to be implemented as a temporary means to provide employment should the amount of work decrease to the point that a seventy-five (75) hour minimum monthly guarantee is not available for all employees and the affected employees would then be subject to layoff as per Article 17 or upon request of a Flight Attendant.

(b) Reduced hours (mini-blocks) are not to be implemented on a regular basis nor are they to be implemented to create a system of part-time work and when implemented shall be strictly voluntary.

(c) Such blocks will be built between thirty-seven (37.5) point five to forty-two (42.5) point five monthly flight credits from November through May, and between thirty-seven (37.5) point five and forty-five (45) monthly flight credits from June through October.

(d) Mini Blocks are subject to open flying or draft as per the limitations in Article B3.02 (e) and (j), however, they may be subject to reserve flying.

(e) The Minimum Monthly Guarantee will be thirty-seven point five (37.5) hours and all monetary benefits including without limitation guaranteed days off, statutory holidays and vacation will be pro-rated on a fifty (50%) percent basis for each month a Flight Attendant operates a Mini-Block.

(f) The applicable hourly rate and other pay provisions of this Agreement will not be affected.

(g) Should the amount of flying increase to the point that a seventy-five (75) hour MMG block is available, the Flight Attendant may choose to return to the seventy-five (75) MMG block.

(h) The monthly flight time limitation for each Flight Attendant in any month, including overtime recorded at straight time for this purpose, shall be fifty (50) hours.

B3.03 GUARANTEED DAYS OFF

(a) Guaranteed Days Off ("GDOs") shall commence at 0001 hour.

Except where the bid submission contains a request for an uneven number of consecutive GDOs, or where it contains five (5) or more consecutive GDOs, GDOs shall be scheduled so that a Flight Attendant is not scheduled for work for at least forty-eight (48) hours.

(b) Each Flight Attendant shall be guaranteed a minimum of ten (10) guaranteed days off per month at their home base.

(c) A Flight Attendant assigned duty on a guaranteed day off shall be paid at the overtime rate for such duty, and be granted another guaranteed day off within the current block month if possible, otherwise be scheduled an additional guaranteed day off in the following month.

(d) Where a duty period extends into a scheduled GDO by one (1) hour or less, such day shall not cease to be a GDO and the GDO shall be extended by the same amount of time.

(e) Where a duty period extends into a scheduled GDO by more than one (1) hour, the GDO shall be replaced and the Flight Attendant shall receive overtime for the amount of the duty period following that one (1) hour.

(f) The Minimum Monthly Guarantee will be thirty-seven point five (37.5) hours and all monetary benefits including without limitation guaranteed days off, statutory holidays and vacation will be pro-rated on a fifty (50%) basis for each month a Flight Attendant operates a Mini-Block.

(g) A Flight Attendant assigned duty on a GDO will be paid at the overtime rate for such duty, and shall be granted another GDO that must be bid by the Flight Attendant in their next monthly block. Bid GDO's not awarded will be carried forward, up to a maximum of ninety (90) days. Any remaining GDOs not awarded within ninety (90), at the sole discretion of the Flight Attendants, will be as follows:

- i. For the purpose of bidding and pay, remaining GDO's will be treated as PGDO
- ii. Each remaining GDO will be paid out at four (4) credit hours.

The Company will indicate all known owed GDO's on the monthly bid package for each Flight Attendant. The Flight Attendant indicates on their monthly bid to the Blocking Chairperson in bidding owed GDOs. If the Flight Attendant does not make a bid selection on their owed GDOs and the carry forward of ninety (90) days expires, the Flight Attendant forfeits rights to B3.03 g (I) and (II)

A Flight Attendant requesting a GDO pay out, will do so in writing (email) to Crew Scheduling and the Flight Attendant Manager. The request is to specify which GDO's are to be paid out.

(h) Other GDOs available, these must be requested before the tenth of the previous month.

- i. MEDICAL GUARANTEED DAY OFF (MGDO)
Requested to the Flight Attendant Manager by the Flight Attendant, with medical documentation.
- ii. UNION GUARANTEED DAY OFF (UGDO)
Requested to Crew Scheduling by a Union Representative.
- iii. TRAINING GUARANTEED DAY OFF (TGDO)
Requested to the Flight Attendant Manager by the Flight Attendant in the month of, but not after Annual Training.

The Company can not draft or re-assign a Flight Attendant on a MGDO, UGDO or TGDO. The Company shall not remove a MGDO, UGDO or TGDO to cover unblocked flying. MGDOs, UGDOs and TGDOs are not additional days off, they are to be included in the Flight Attendants maximum allowed GDO's for the month.

(j) A Flight Attendant who leaves the employ of The Company either voluntarily or involuntarily shall have all remaining non-awarded GDOs, paid out at four (4) credit hour per GDO owed.

B3.04 SIX BLOCKED DAYS

Flight Attendants shall not be blocked for more than six (6) consecutive calendar days, including overlaps unless the Flight Attendant has requested that schedule.

Individual Flight Attendant schedules (blocks) may be built up to a maximum of six (6) consecutive days of work. Flight Attendants scheduled for six (6) consecutive working days shall then receive not less than two (2) consecutive GDOs off, unless otherwise bid

or agreed to. Blocks will be prepared to avoid multiple maximum duty days combined with minimum rest periods and maximum landings.

Company may require a Flight Attendant to work a seventh (7th) consecutive day in the case of a reassignment.

If there is a need for work on a seventh (7th) consecutive day when there is no reassignment, or in any case beyond seven (7) consecutive days, a Flight Attendant will only work with their consent.

B3.05 REASSIGNMENT

(a) When a Flight Attendants pairing or portion of a pairing of four (4) or more credits is cancelled, changed or replaced, s/he will be reassigned in the following order:

- i. Flying during the original scheduled period, or;
- ii. Flight Attendants may request to be released from duty should no other flying be available.

(b) A Flight Attendant who reports for a Pairing that does not operate may be reassigned, as per Section B3.05 A however, their Duty period shall commence at the reporting time of their first Assigned Duty. A Flight Attendant must be reassigned within four (4) hours of the original Assignment or be released from all Duty. The Flight Attendant will not be reassigned to reserve.

(c) Notwithstanding Section B3.05 B above, if the Flight Attendant is contacted prior to reporting for a flight pairing that has been delayed or cancelled s/he shall be reassigned to reserve Duty. Reserve Duty cannot result in the loss of the Flight Attendant's next scheduled flight.

(d) Subject to Section B3.05 B above, a Flight Attendant may be reassigned to operate other flights within her available Duty period provided that if not originally scheduled for an overnight pairing s/he shall not be reassigned to an overnight pairing without their consent.

(e) Notwithstanding the reassignment process above, the Flight Attendant will be guaranteed their monthly minimums (75 credit hours).

B3.06 MONTHLY CREDIT LIMITATIONS

(a) MONTHLY BLOCK LIMITATION

The credit blocking limitation for each Flight Attendant shall be eighty-five (85) hours per month in the months of November through May, and ninety (90) hours in the months of June through October. This amount shall include any non-flight duty which is paid for by the Company and/or blocked (i.e. training, paid leave, vacation, etc.).

(b) MONTHLY CREDIT LIMITATIONS

The monthly credit limitations for each Flight Attendant in any month, including overtime recorded at straight time for this purpose, shall be one hundred credit (100) hours unless agreed to by the Flight Attendant.

(c) MONTHLY PAY SUMMARIES

A record of each Flight Attendant's accumulated pay summaries shall be retained by the Company and made available to the Flight Attendant concerned on request. All flight time, overtime, and other credits will be identified on the Flight Attendant's monthly pay summaries. Monthly pay summaries will be given to the Component President.

Flight Attendants shall complete monthly pay claims in accordance with Company policy and submit them as required by the Company.

ARTICLE B4 – PREPARATION OF BLOCKS

B4.01 The Block Rules outlined in this Agreement shall be used in the establishment and preparation of the Blocks.

The monthly Flight Attendant schedule published by the Company shall include a pairing summary of all known flight crew requirements. The monthly schedule shall include, but not be limited to, the following:

- (a) Identification of Flight Attendant by name;
- (b) Identification of work assignment and/or status (including Company required deadheading and reserve);
- (c) Guaranteed days off.

B4.02 BLOCKING COMMITTEE

(a) Pairings shall be prepared by the Company. The Company will consider suggestions from the blocking committee for improvement of pairings and to the extent possible will provide information on pairing changes to the blocking committee prior to publication in the bidding package.

(b) The Union will designate a Blocking Chairperson to participate in the scheduling process. The Crew Scheduler and the Blocking Chairperson shall meet as mutually agreed. The Blocking Chairperson will receive twelve (12) credit hours per month and this will be increased should the Crew Scheduler assign additional time to complete the scheduling.

(c) The production and amendment of the schedule will be the joint responsibility of the Crew Scheduler and the Blocking Chairperson to ensure the scheduling provisions of the Agreement are met.

(d) The schedule will be constructed ensuring all operational requirements of the Company are met. This shall take into account the qualifications and availability of the Flight Attendants, their seniority and scheduling preferences while adhering to the scheduling provisions of this Agreement.

B4.03 COMPANY INFORMATION TO BLOCKING COMMITTEE/BID PACKAGE

On or before the fifteenth (15th) of each month, the Company will provide the Flight Attendants with the bidding package which shall contain the following:

- (a) a staff establishment list (overlap schedule);
- (b) forecast average hours for blocks;
- (c) pairings containing all known flying and assigned credit to the pairing (in minutes);
- (d) names and dates of known vacation, approved leaves of absence and/or mini blocks, union releases, training, etc.;
- (e) the days on which reserve is required and the number of reserves required on each day;
- (f) any other information that might be required for block building; and
- (g) pairings that are pre-awarded for qualifying new hires and line checks shall appear in bold in the calendar that indicates all the known flying, the reserve required, the average forecast hours, hours for annual vacation, statutory holidays and annual training in the month.

ARTICLE B5 – BIDDING AND AWARDING OF BLOCKS

B5.01 (a) Flight Attendants shall submit their bids starting on the 16th of the month at eight AM (8:00) in order of seniority until no later than ten PM (22:00 Local) the 21st of the prior month.

(b) In no case shall the Blocking Chairperson have less than two (2) days to review and complete the bidpackage.

(c) Where a Flight Attendant misses their bid window- they shall be assigned any unbid flights/pairings. After one thousand and eight hundred (22:00) hours on the 21st of the month the Blocking Chairperson shall assign their flights once all other Flight Attendants have bid.

Flight Attendants may submit their preferences by email to the Blocking Chairperson.

Exception: In December for January the bidding shall start on December 11th at eight AM (8:00 Local) and shall close no later than ten PM (22:00 Local) the 16th of December.

- B5.02 (a) Blocks will be built by the Union Blocking Chairperson giving full consideration to the bid preferences of the employee in order of seniority. In the construction of blocks, pre-awards, training, vacation, leaves of absence and Union leave will be placed in the blocks following block overlap and given the applicable credit value. A block which has reached the minimum of seventy-five (75) hours will not have additional duty added unless the Flight Attendant has requested more than the minimum monthly guarantee, or operational requirements necessitate increased hours.
- (b) Where a Flight Attendant will not be available during the bidding period, the Flight Attendant shall designate someone to bid on their behalf. This designation shall be forwarded to the Blocking Chairperson in advance of the start of bidding.
- (c) A Flight Attendant may request a maximum of two (2) guaranteed days off in conjunction with scheduled annual vacation or when bidding for one (1) or two (2) statutory holidays. When bidding for four (4) or less vacation day(s) together a Flight Attendant May request a maximum of one (1) GDO. When bidding for three (3) or more statutory holidays together a Flight attendant may request up to four (4) GDOs. This request for days off associated with the Flight Attendant's vacation or statutory holiday blocks shall take precedence over requests of Flight Attendants more senior who do not have any vacation or statutory holidays blocked.
- (d) Vacation periods, statutory holidays and GDOs as per Article B5.02(c), block overlaps, and training (including line indoctrination flights) will be placed on a Flight Attendant's block prior to their bid preferences.
- (e) The Company shall not remove reserve days in order to cover unblocked flying.
- (f) Any unblocked flying shall go into open flying.

B5.03 CHANGES

The Block must be legal in all respects. The Company may reject any block that does not conform to this Agreement. The Blocking Chairperson will make any corrections that are required or may request the Company to make the changes if it is not practical for the Blocking Chairperson to make the changes in time for distribution.

If problems arise during the block building or scheduling process and all scheduling rules have been followed, the Union and the Company will consult on how the problem will be resolved.

The Company agrees that major changes to the published Flight Attendant schedule will be made in consultation with the Union.

B5.04 DISTRIBUTION OF BLOCKS

The Company will email each Flight Attendant with a copy of the blocks by the twenty-fourth (24th) of the month-

Exception: In December for the January blocks the Company shall provide the blocks by the 21st of December and-email to each Flight Attendant.

B5.05 ERRORS

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 Flight Attendants shall be notified immediately after the error is discovered. (Monthly minimums shall still apply.) Changes will not affect previously awarded Guaranteed Days Off (GDOs).

B5.06 CONTESTING

The period for contesting shall be four (4) days following the awarding of the blocks. Flight Attendants shall contest a block award in writing to the Union Blocking Committee Chairperson. Any corrections shall be made by the Union Blocking Committee Chairperson.

B5.07 PRO-RATION FOR PARTIAL MONTHS

Days available	Minimum Guarantee	Max Monthly Block Time	Max Monthly Block Time	GDOs
1	2.5	2.8	3.0	0
2	5.0	5.7	6.0	1
3	7.5	8.5	9.0	1
4	10.0	11.3	12.0	1
5	12.5	14.2	15.0	2
6	15.0	17.0	18.0	2
7	17.5	19.8	21.0	2
8	20.0	22.7	24.0	3
9	22.5	25.5	27.0	3
10	25.0	28.3	30.0	3
11	27.5	31.2	33.0	4
12	30.0	34.0	36.0	4
13	32.5	36.8	39.0	4
14	35.0	39.7	42.0	5
15	37.5	42.5	45.0	5
16	40.0	45.3	48.0	5
17	42.5	48.2	51.0	6
18	45.0	51.0	54.0	6
19	47.5	53.8	57.0	6
20	50.0	56.7	60.0	7
21	52.5	59.5	63.0	7
22	55.0	62.3	66.0	7
23	57.5	65.2	69.0	8
24	60.0	68.0	72.0	8
25	62.5	70.8	75.0	8
26	65.0	73.7	78.0	9
27	67.5	76.5	81.0	9
28	70.0	79.3	84.0	9
29	72.5	82.2	87.0	10
30	75.0	85.0	90.0	10
31	75.0	85.0	90.0	10

A Flight Attendant working a partial month due to being newly hired, returning from long term sick leave, or leave of absence shall have their block prorated in accordance with the table above.

ARTICLE B6 – REST PERIODS

- B6.01 There will be a minimum scheduled off-duty period of ten (10) hours between any two (2) duty periods. This may be reduced to a minimum of nine (9) hours and fifteen (15) minutes with the consent of the Flight Attendant.
- B6.02 The Company shall not interrupt a Flight Attendant's minimum crew rest in order to assign them duty. Any interruption of the minimum crew rest shall constitute a recommencement of that minimum crew rest unless it is in the hour prior to check-in and then only to inform the Flight Attendant that their check-in time will be delayed.
- B6.03 Legal crew rest provisions shall also apply to training.

ARTICLE B7 – OPEN FLYING

- B7.01 Open flying shall consist of all unblocked flying and flying that becomes available during the month.
- B7.02 Flight Attendants who wish to avail themselves of open flying for the following month will indicate that on the monthly bid sheet.
- B7.03 Open flying shall be awarded on the basis of seniority.
- B7.04 Once awarded an open flight, the Flight Attendant must operate the flight.
- B7.05 Provided that it does not disrupt a Flight Attendant's regular block, open flying shall be awarded in accordance with seniority by one thousand and eight (1800) hundred the day prior to the flight. The Company shall make reasonable attempts to contact open fliers to award open flying as it becomes available throughout the day, but any Flight Attendant who has not been contacted may contact the Company before one thousand and eight (1800) hundred to check whether any open flying is available. After one thousand and eight (1800) hundred the Flight Attendant is not obligated to take such flights.
- B7.06 Crew Scheduling shall leave a message where possible when calling to inform a Flight Attendant of open flying as per Article B8.05.

ARTICLE B8 – RESERVE

- B8.01 The reserve period within the scheduled reserve day shall not exceed fourteen (14) hours. The combined length of the reserve period and any duty which may be assigned within that period shall not exceed nineteen (19) hours. (eg. A Flight Attendant commencing a reserve period at 06:00 who begins flight duty at 20:00 must be released from flight duty no later than 01:00 the next day.)
- B8.02 The normal starting time for the reserve period shall be six (06:00) hundred, local time. The start time may be changed provided the reserve Flight Attendant is advised at least ten (10) hours prior to the new start time.

B8.03 If more than one (1) Flight Attendant has the same reserve duty period, the senior reserve Flight Attendant shall have the right of first refusal for any duty that falls within this reserve duty period provided the junior Flight Attendant(s) are legal to operate the flight or pairing.

B8.04 (a) A reserve Flight Attendant shall be given not less than ninety (90) minutes to report for duty, but in any event will do so as quickly as is reasonable.

(b) A reserve Flight Attendant shall be considered on call at all times during their fourteen (14) hour reserve period. The Flight Attendant shall advise Dispatch where they can be reached by telephone.

B8.05 A Flight Attendant, while on reserve duty, may be granted, where operationally possible, a release from duty for up to three (3) hours for the purpose of conducting personal business.

ARTICLE B9 – DUTY PERIOD

B9.01

(a) An on-duty period shall commence:

(i) forty-five (45) minutes prior to a scheduled departure; or

(ii) forty-five (45) minutes prior to a scheduled flight departure at a maintenance base; or

(iii) one hour (1) prior to a scheduled flight departure when the flight is originating away from a maintenance base; or

(iv) one hour (1) prior to a deadhead departure time

(v) at the required report time for a training session.

(b) An on-duty period shall end:

(i) fifteen (15) minutes after the actual gate arrival of the last flight operated by the Flight Attendant, or fifteen (15) minutes after the arrival of a deadhead flight; or

(ii) where flight is terminating away from a maintenance base thirty (30) minutes, or

(iii) at the end of a training session, or

(iv) when released from all duty.

B9.02 The maximum scheduled duty period shall be fourteen (14) hours.

B9.03 When a change in calendar date occurs during a duty period, the date on which the duty period began shall be used when determining the period to which the credits will be applied.

B9.04

- (a) Flight Attendants will not be required to continue duty beyond fourteen (14) hours except in the case of an irregular operation, where Flight Attendants will not be required to continue duty beyond a maximum of fifteen (15) hours or in the case of a deadhead to home base up to eighteen (18) hours.
- (b) A Flight Attendant who continues duty beyond the fourteen (14) hours will have one (1) extra hour crew rest for every hour over the fourteen (14) hour duty period.
- (c) In no case shall Flight Attendants be required to work longer than the Pilots. In no case will a Flight Attendant be required to work if unduly fatigued.

ARTICLE B10 – PAIRING TRADES

B10.01 Subject to advance approval by the Crew Scheduler or their designate, Flight Attendants will be allowed to trade schedules or portions thereof. Flight Attendants wishing to make such trades shall put their request in writing with the date, names and signatures of the relevant parties. The Company will designate a person to approve pairing trades when Crew Scheduling is not available.

B10.02

- (a) Pairing trades must conform to all legalities regarding crew rest, minimum GDO, maximum monthly flight time and other applicable block rules.
- (b) Once the pairing trade is approved it becomes part of the Flight Attendants' block.

ARTICLE B11 – ORDER OF FLIGHT ASSIGNMENT

B11.01 FILLING OF ASSIGNMENTS

- (a) Flight Attendant scheduled for the flight
- (b) Flight Attendant subject to SECTION B3.05 – REASSIGNMENT; or,
- (c) Offer the Pairing in order of seniority to qualified Open Flyers on a DO, sitting below 81 credits.
- (d) Flight Attendant on Reserve; or,
- (e) Offer the Pairing in order of seniority to qualified Flight Attendants on a DO; sitting below 81 credits. or,
- (f) Offer the Pairing in order of seniority to qualified Open Flyers on a GDO or Open Flyers above 81 credits; or,
- (g) Offer the Pairing in order of seniority to qualified Flight Attendants on a GDO; or,
- (h) Offering the Pairing to qualified Flight Attendant currently operating; or,
- (i) Offering the Pairing to qualified Flight Attendant on STAT, VAC, SGDO, VGDO, MGDO via email
- (j) Offering the Pairing to qualified Flight Attendant Management
- (k) Apply Draft

A Flight Attendant accepting a Pairing per Section 1.(g) above shall be paid the Credit value of the pairing accepted in addition to the Credits scheduled that Day.

B11.02 DRAFT

The Company may Draft a Flight Attendant on a DO, a GDO or Flight Attendant already operating when all other Flight Attendants have been utilized.

The Draft will be applied in the following order:

- a) In reverse order of seniority to qualified Flight Attendants on a DO
- b) In reverse order of seniority to qualified Flight Attendants on a GDO
- c) Flight Attendants already operating in reverse order of seniority

B11.03 CALL OUT PROCEDURES

The Company may use email as a means of contact in accordance with Table A below. All extra flying shall be awarded in order of seniority as per the order of assignment, unless the departure time is less than two (2) hours, then the first Flight Attendant reached and who accepts the assignments shall be awarded regardless of their seniority.

<u>TIME TILL DEPARTURE</u>	<u>CALL OUT CLOSURES</u>
More than thirty six (36) hours	Twelve (12) hours
Less than thirty six (36) hours To twenty four (24) hours	Six (6) hours
Less than twenty four (24) hours To twelve (12) hours	Four (4) hours
Less than twelve (12) hours To four hours (4) hours	Two (2) hours
Less than four (4) hours To two (2) hours	One (1) hours
Less than two (2) hours	Phone call or email: First Flight Attendant reached and accepts shall be awarded

If a Flight Attendant is flying and unable to be reached via email during the entire call out procedure, the Company shall make other efforts to contact the Flight Attendant, e.g.: via sat phone.

B11.04 IRREGULAR OPERATIONS

- (a) In the event of an unscheduled layover away from their Flight Attendant Base, due to weather or mechanical causes, the Flight Attendant may be required to operate the first available flight back to their Flight Attendant Base.
- (b) The Company will make every effort to return the affected Flight Attendants to their original schedule as soon as practicable.

LETTER OF UNDERSTANDING #1
Between
CALM AIR INTERNATIONAL LP
And
CUPE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4029

Re: JUMP SEAT AGREEMENT

In this LOU, the terms used shall have the meanings as described:

1. Eligibility

Only Flight Attendants actively employed and hold a valid RAIC are eligible.

2. Policy

- Jumpseat utilization is a discretionary courtesy subject to Air Regulations and the Company policy.
- The jumpseat is available for personal travel only.
- Users must occupy a cabin seat, in accordance with regulations. Access to flight deck is prohibited.
- Program users will be given a lower priority than other non-revenue passengers.
- Once boarding is completed, the user will be authorized to board if seat is still available in the cabin.
- The number of authorized users is limited to the number of available seats in the cabin.

3. Dress code

If a seat in the cabin is available then business casual attire is required.

4. Boarding Procedure

Once boarding is completed, the user will be authorized to board if seats are still available in the cabin.

DATED at Winnipeg, Manitoba this 21st day of January, 2019

For
CALM AIR INTERNATIONAL LP







For
CANADIAN UNION OF PUBLIC
EMPLOYEES







LETTER OF UNDERSTANDING #3
Between
CALM AIR INTERNATIONAL LP
And
CUPE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4029

Re: PAIRING DROP

1. Up to maximum of thirty (30) credit or six (6) days may be dropped per monthly schedule per Flight Attendant. It is understood that the parties shall continuously review Pairing Drop usage throughout the term of this agreement and, if required, meet to modify this section.
2. All pairing drops shall be strictly voluntary.
3. Flight Attendants who wish to Praining Drop shall adhere to the following process:
 - a. The Flight Attendant initiation the Pairing Drop shall email the Flight Attendant accepting the drop and,
 - b. The Flight Attendant accepting the Pairing shall forward their acceptance with the email string to Crew Scheduling for approval at least forty-eight (48) hours in advance of the pairing report time. The Flight Attendant initiating the Paring Drop request shall be CC'd in the email string and,
 - c. Crew Scheduling shall review the Pairing Drop request and email a "reply to all" advising whether the Pairing Drop is approved or denied. No request shall be unreasonably denied.
4. Notwithstanding the Pairing Drop process above, Praining Drop approvals may not be possible outside of crew scheduling hours of Monday to Friday 0800 to 1700.
5. The Flight Attendant shall be responsible for completing the originally scheduled pairing until such time that they have found a Flight Attendant who accepts the Pairing Drop, they are informed by crew scheduling and meet the conditions of the following sections,
 - a. The agreement, pairing restrictions are all aperational and scheduling requirements are met and,
 - b. Only full pairings can be dropped, no portions of a pairing may be dropped and,

- c. Pairing Drop cannot cause Deadhead and,
- d. Once the Pairing Drop is approved by crew scheduling, the Flight Attendant who has accepted the Pairing Drop shall be subject to all provisions in the agreement as if they were originally scheduled for the pairing.


Example:

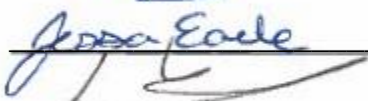
If a Flight Attendant accepts a pairing and that pairing is cancelled, the Flight Attendant will not receive pay if released prior to reporting for duty.


- 6. A Flight Attendant who drops a pairing shall have their minimum monthly guarantee reduced by the published monthly schedule credit value associated with the Pairing Drop.
- 7. A Flight Attendant who accepts and completes a Pairing Drop shall receive all applicable credits and per diems(s) associated with that Pairing Drop. The applicable credits shall be paid at regular time above the minimum monthly guarantee and shall not count towards reaching overtime.
- 8. If a Flight Attendant accepting the Pairing Drop is on a GDO, that GDO will not be replaced.

DATED at Winnipeg, Manitoba this 21st day of January, 2019

For
CALM AIR INTERNATIONAL LP







For
CANADIAN UNION OF PUBLIC
EMPLOYEES

