



Flight Attendant Collective Agreement

Agreement between Air North Charter & Training Ltd.
and the Public Service Alliance of Canada (YEU Local Y036)

Effective October 1, 2017 to September 30, 2024



14961 (02)

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Part I: General

ARTICLE 1

Purposes

- .01 This Agreement is made and entered into by and between Air North Charter & Training Ltd., hereinafter referred to as the “Company” and the Public Service Alliance of Canada, hereinafter referred to as the “Union”, which acts on behalf of the Flight Attendant bargaining unit, hereinafter referred to as “Employee(s)”.
- .02 The purpose of the Agreement is to set forth the rights of the parties and to set forth terms and conditions of employment.
- .03 Air North, Yukon’s Airline, through its partnership with the Vuntut Gwitchin First Nation of Old Crow, strives to deliver a world-class, competitive product that revolves around teamwork, excellence, and fairness. The parties agree to work together to strive to maintain an environment that encourages an effective working relationship to support the strengths, values, and traditions of the individuals, families, and all of the communities that are served by Air North.
- .04 It is the purpose and intent of the parties to this Agreement to foster and maintain an environment that promotes efficiency of operations, a high level of customer service and effective working relationships in the work place.
- .05 The provisions of this Agreement apply to the Union, Employees, and the Company.
- .06 The parties agree it is in the mutual interest of the Company, the Union and the Flight Attendants to maximize safety, and to minimize the risk of accident or incident in the workplace.

ARTICLE 2

Recognition and Application

- .01 The Company recognizes the Public Service Alliance of Canada (PSAC) as the sole and exclusive bargaining agent for all Employees of the Company described in the certificate issued by the Canada Industrial Relations Board (CIRB) under certificate 10433-U.
- .02 If the Company creates a new bargaining unit position, which did not exist in the certificate noted in Article 2.01, the Company will undertake to inform the Union of the creation of this new position. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Company shall meet with the Union.
- .03 In the event 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. The Union recognition and/or certificate issued by the CIRB then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.

- .01 **Agreement** means the Collective Agreement, signed documents, letters, memoranda of understanding or agreements negotiated between the Company and the Union.
- .02 **Alliance** is the bargaining agent and means the Public Service Alliance of Canada (PSAC).
- .03 **Annual Leave Vacation** means the period from January 1st to December 31st inclusive.
- .04 **Base** means a geographical location described by an airport code and designated by the Company which is the domicile of a Flight Attendant or a group of Flight Attendants from which scheduled and non-scheduled flying is accomplished. The existing base shall be Whitehorse. Any new bases shall be designated and identified to the Union by the Company.
- .05 **Bargaining Unit** means the Employees of the Company as described in the Canada Industrial Relations Board (CIRB) certificate no. 10433 – U dated May 22, 2013.
- .06 **Block** means a twenty-eight day (28) cycle including flight duty periods, training, guaranteed days off, reserve days, vacation days, statutory holidays, Union releases and leaves of absence.
- .07 **Block Hours** means the elapsed time between actual gate departure and actual gate arrival times.
- .08 **Block Period** means a twenty-eight (28) day cycle for schedules and payroll. Each period is numbered from one (1) through thirteen (13) for each year.
- .09 **Blocking Committee** means the joint committee for the purposes of developing each block schedule. The committee shall include, at minimum, an In-Flight Manager and an Employee Member appointed by the Union. The Employee Member shall play only an advisory role, as the Company retains the right to prepare each block schedule in accordance with the provisions of the Collective Agreement.
- .10 **Classification** means In-Charge or Flight Attendant or any other job classification established under Article 17.
- .11 **Company** means Air North Charter and Training Ltd. hereinafter referred to as the Company.
- .12 **Credit Hour** means the time for which a flight crew member will be compensated, including for flight duty and an office day, as applicable.
- .13 **Crew Pairing** means a pre-arranged schedule of one or more consecutive daily periods for bidding purposes associated with a flight or series of flights from the first report time to the last release time. A crew pairing includes (but is not restricted to) all pertinent flight information required to operate a flight from the check in to check out including operating times, block time, flight numbers, destinations, credit hours, per diems, crew accommodations and any special information deemed pertinent. All pairings must start and end at the Flight Attendant's home base.
- .14 **Day** means a twenty-four (24) consecutive hour period.
- .15 **Deadhead** means travel by air or surface transportation between work locations at the Company's request to meet the requirements of service. For further clarity, deadhead does not include transportation between the Flight Attendant's hotel and the airport. Flight Attendants are compensated for a deadhead with fifty percent (50%) of the flight time only. On a day when the deadhead is an Employee's only work, that Employee will receive the greater of fifty percent (50%) of the flight time or two (2) hours for that day.

- .16 **Extra Hours** means additional credit hours worked in excess of the minimum legal block up to eighty-five (85) hours and paid at the straight time rate of 1.0.
- .17 **Draft** means the assignment of a Flight Attendant to operate a flight for which they were not originally scheduled.
- .18 **Duty Time** means the time between check-in and check-out.
- .19 **Employee** means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- .20 **Flight Attendant** is a person who performs and is responsible for the performance of all in-flight duties as required by the Company.
- .21 **Flight Time** means the elapsed time between initial ramp departure, block out, or engine start-up, whichever comes first and actual ramp arrival, block in, of the aircraft, or engine shutdown, whichever comes last.
- .22 **Guaranteed Days(s) Off** means an unbroken period of twenty-four (24) hours off duty and free from all work-related responsibilities and duties commencing 0001 at the Employee's home base, designated with an X in an Employee's schedule.
- .23 **In-Charge** is a Flight Attendant who has successfully obtained the training and qualification to be in charge of all cabin service on a flight and to give work direction to other Flight Attendants working that same flight. The In-Charge is responsible for the performance of all in-charge duties as required by the Company.
- .24 **In-Flight Manager** means any person in a management position within the Flight Attendant department, specifically the Flight Attendant Supervisor and above.
- .25 **"May"** shall be regarded as permissive and **"shall"** and **"will"** as imperative.
- .26 **Minimum Legal Block Bids** means minimum block bids by Employees.
- .27 **Minimum Legal Block** means the minimum hours of work for each Employee per block depending on job status.
- .28 **Parties** means Air North and PSAC.
- .29 **Peak Period** is a period during which the demand in flying increases, for example June to September annually.
- .30 **Per Diem** is a reimbursement to cover meal expenses when crew members are required to overnight away from the home domicile as determined by crew pairings.
- .31 **Reserve** means a period of time during which a Flight Attendant must be available (on call) for flight Duty. reserve days shall be designated on the blocks with an "R"
- .32 **Shift** means a period within a day during which the Employee is expected to work, as outlined in a shift schedule.
- .33 **Shift Schedule** means a projection of an Employee's shifts at a location with regard to days worked and days off, including shift starting and ending times.
- .34 **Spouse** means the person to whom the Employee is legally married or the person with whom the Employee has lived for a continuous period of at least one year, publicly represented as their spouse, and the spousal relationship has been recognized in the community or communities in which they have lived

- .35 **Trainer** means Employees who may be scheduled/assigned to conduct training or perform line checks
- .36 **Training** means all training required by Transport Canada or other government department or agency and any other training designated by the Company, as well as Company-initiated meetings where attendance is required, but does not include initial training or line indoctrination. Training shall be blocked, except by agreement with the Union.
- .37 **Union** means the Public Service Alliance of Canada (PSAC).
- .38 **Union Local (or Local)** means Public Service Alliance of Canada (YEU Local Y036).
- .39 **Union Representative** means an Employee appointed by the Union to carry out Union-related duties, as required.

Part II: Employee and Union Rights

ARTICLE 4 Work of the Bargaining Unit

- .01 Persons not covered by the terms of this Agreement shall not perform duties assigned to those Employees who are covered by this Agreement, except as set out in paragraph .02.
- .02 In-Flight Managers who are qualified and not in the bargaining unit will not perform the core functions of the work normally performed by the bargaining unit Employees, except:
- a) To prevent cancellation or disruption of a flight due to a shortage of Flight Attendants;
 - b) To check or test the performance of Employees, including, but not limited to, their adherence to the Canadian Aviation Regulations (CARs), and to Transport Canada Training Standards;
 - c) For the purposes of instruction or training;
 - d) To perform service testing and quality control of in-flight products.
- .03 The exceptions above will not be used to deprive any Employee of scheduled work time.
- .04 For the purposes of this Article, work shall be considered scheduled once the block schedule has been published to the Employees by the Company.

ARTICLE 5 Contracting Out

- .01 The Company agrees that it will not contract out bargaining unit work that will result in the layoff or reduction in the regular hours of work of Employees within the bargaining unit.

ARTICLE 6 Union Representatives

- .01 The Company acknowledges the right of the Union to appoint or otherwise select Employees as Representatives.
- .02 The Union shall notify the Company in writing of the name and jurisdiction of its Representatives.
- .03 Subject to the needs of service, the Company shall authorize the release of a Representative from flight duty to investigate or process a grievance during working hours. Where practicable, the Representative shall report back to their supervisor before resuming their normal duties.
- .04 The Company shall ensure that the Union Local is informed of all new hires within one week of hiring.

- .01 Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all Employees in the bargaining unit, commencing with the first full month of employment. Where an Employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Company shall not be obligated to make such deduction from subsequent salary. All Employees must become and remain members in good standing of the Union. For new Employees, membership shall commence on the initial date of employment.
- .02 The Union shall inform the Company in writing of the authorized monthly deduction to be checked off for each classification.
- .03 No Employees organization other than the Union shall be permitted to have membership dues and/or other or equivalent deducted by the Company from the pay of Employees in the bargaining unit.
- .04 The amounts deducted in accordance with Article 7.01 shall be remitted to the Comptroller of the Union by cheque within twenty-five (25) days after the monthly deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- .05 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Company limited to the amount actually involved in the error.

- .01 The Company shall provide the Union Local with the names, classification, home address, work email and home phone number, Employee status and work location of newly appointed Employees, within ten (10) days from the date of hire.
- .02 The Union agrees to supply each Employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the Collective Agreement.
- .03 The Company agrees to provide the President of the Union Local with a copy of the Company's current organization chart, including reporting lines, and as amended from time to time.
- .04 The Company will provide the President of the Union Local access to and a copy upon request, of the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- a) policies bearing on the Employee's employment excluding regulatory requirements;
 - b) full text of all benefit and pension plans;
 - c) current and accurate job descriptions;
 - d) health & safety reports generated outside of the Workplace Health & Safety Committee received by the Company will be made available to the Committee.

ARTICLE 9

Member Orientation

- .01 The Company agrees that a Union Representative will be given an opportunity to meet with new Employees in a classroom environment within regular working hours without loss of pay for up to an hour during the training period to acquaint new Employees with the benefits and duties of Union membership

ARTICLE 10

Use of Company Facilities

- .01 The Union may use the Company mailboxes/mail folders to communicate with its members, with a copy provided to the Company. Company email may be used to distribute communications such as newsletters and updates.
- .02 In the case where an Employee directs internal emails to a local officer of the Union, the local officer may respond using the internal email system. Use of the email system is subject to the Company's Computer Use and Internet Policy.
- .03 Upon request, a duly accredited Representative of the Union shall be permitted access to the Company's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Company.

ARTICLE 11

Strikes and Lockouts

- .01 There shall be no strike or lockout (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- .02 Where an Employee expresses a reasonable concern for their safety in attempting to cross a picket line on the Company's premises, the Company will ensure, so far as is reasonably practicable, safe access to the workplace.

ARTICLE 12

Workplace Harassment, Discrimination

- .01 Subject to the Canadian Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practiced by Employees, the Union or the Company with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. For clarity, the parties agree that "sex" includes transgender identity or expression.
- .02 Further, the Company will provide training to Employees in the application of Company policies and CARS regulations on unruly customers.
- .03 The Union and the Company recognize that Employees have a right to freedom from bullying, sexual or personal harassment in the work environment by the Company, or customer of the Company, or by any other Employee.

- .04 Complaints and grievances under this Article shall be handled with all possible confidentiality and dispatch and both parties will work together in recognizing and dealing with such problems.
- .05 For the purposes of this Article, the work environment includes the Employee's work location and any other premises at which the Employee is required to work, including work-related conferences, seminars, and social events.
- .06 Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in their position to undermine an Employee's ability to perform their job properly or in any way interferes with the career or career aspirations of the Employee. It includes intimidation, humiliation, threats, and or coercion. However, it is understood, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- .07 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Company will appoint a person responsible for dealing with a complaint and grievance of bullying, sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.

ARTICLE 13 Workplace Health and Safety Committee

- .01 The Company and the Union agree to promote and encourage safety practices that will ensure the safety and health of all Employees. The SMS policies will be adhered to at all times.
- .02 Accordingly, the Company agrees that Employees will be entitled to representation on the Company's Health and Safety Committee at locations where both Employees and Committees are established.
- .03 The Company agrees to cover the cost of any flight releases and transportation away from base required for the Health and Safety member to attend the Workplace Health and Safety Committee meetings, and will ensure the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee.
- .04 The Company agrees to pay all costs including the release time associated with the training of any Flight Attendant Health and Safety Representative to attend Health and Safety training sessions offered and mandated by the Company.
- .05 The Company may release from duty, subject to operational requirements, Employee members of the Health and Safety Committee to attend Union conferences or seminars for the purpose of Health and Safety related education. The Union shall bear the release time costs associated with such flight releases.

Part III: Company Rights

ARTICLE 14 Management Rights

- .01 The management and the operations of the Company and direction of the work force, including, but not limited to, the hiring, firing, promotion and demotion of Employees, is vested exclusively in the Company, except as specifically provided in this Agreement.
- .02 Employees shall be governed by written policies adopted by the Company as publicized on bulletin boards, or by distribution to Employees, provided that such policies are not in conflict with the specific provisions of this Agreement or the applicable laws of Canada, its provinces and territories. A copy of all Company policies shall be provided to the Union.
- .03 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 15 Technological Change

- .01 In this Article technological change means:
 - a) The introduction by the Company of equipment or material of a different nature than that previously utilized; and
 - b) A change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material.
- .02 The Company agrees to provide as much advance notice as is practicable but, except in cases of emergency or not reasonably practicable, not less than one hundred and twenty (120) days' notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of a significant number of Employees.
- .03 Both parties recognize the overall advantages of technological change. When technological change is to be implemented, the Company agrees to meet and discuss with the Union and the Employee(s) involved the effect of such changes on the Employee(s) and to consider practical ways and means, including in-house training, to minimize adverse effects, if any, upon the Employee(s) concerned.

Part IV: Employee Status

ARTICLE 16 Employee Status

FULL-TIME EMPLOYEES

- .01 A full-time Employee is an Employee hired on a full-time indeterminate basis and regularly works seventy-five (75) hours or more per block or eighty (80) hours per block during peak season. It is understood that for the purpose of balancing only, individual schedules may fall below these thresholds by up to two (2) hours.

PART-TIME EMPLOYEES

- .02 A part-time Employee is an Employee who is hired on a part-time indeterminate basis and regularly works forty (40) hours or less for each period of twenty-eight (28) calendar days.
- Part-time Employees are entitled to statutory holiday pay for all straight time hours worked in lieu of statutory holiday pay and the applicable rate of vacation pay.

SEASONAL EMPLOYEES

- .03 Seasonal Employees are Employees hired primarily for peak seasonal work.
- .04 Provided there are the work requirements, and provided that the Employee has completed one flight every ninety (90) days in their first year and successfully completed all required training, seasonal Employees who complete probation and who have expressed an interest in returning to seasonal employment not later than February 1 of the subsequent year may be recalled by the Company, in order of seniority, for the subsequent work season.
- .05 The Company agrees that seasonal Employees shall not be hired or scheduled in a manner that will displace full-time Employees or reduce their hours of work.

ON-CALL EMPLOYEES

- .06 An On-call Employee is an Employee who is called in to work occasionally on an as-needed basis. Such an Employee shall only work a maximum of three hundred and fifty (350) hours per year.
- .07 On-call Employees are remunerated for actual hours worked and are not entitled to any benefits or leave provisions other than those agreed upon. Vacation pay at the applicable rate will be added to the basic hourly rate of pay on a bi-weekly basis.

- .01 When the Company creates a new position within the Bargaining Unit or makes significant changes to job duties and responsibilities to a position and there is a disagreement with the classification or salary level assigned to the position, the issue may be referred to the grievance Article contained in this Agreement.

STATEMENT OF DUTIES

- .02 Every Employee upon employment or upon written request shall be provided with a complete and current job description and an organization chart depicting the position's place in the organization.

- .01 DEFINITION:
 - a) For Employees who were in the bargaining unit on May 22, 2013 seniority shall mean length of continuous service with the Company or any predecessor organization.
 - b) For all other Employees, seniority means length of service in the bargaining unit.
 - c) Seniority shall be established and commence upon successful completion of the probationary period and shall commence from the date of hire.

- .02 If a part-time Employee moves to a full-time position, their seniority as a part-time Employee will be recognized on the basis of one hundred percent (100%) credit on the calculation of their full-time seniority.

- .03 Seniority for Seasonal Employees will commence from the date of hire and will accrue at the rate of fifty (50) percent or one month for each two months of employment for each consecutive calendar year of service. In the event a seasonal employee foregoes their right to recall all accrued seniority will lapse.

- .04 When two or more Employees commence work on the same day the procedure for establishing their relative seniority shall be determined based on the following weighted criteria:
 - a) Initial test scores (50%)
 - b) Initial drill scores (25%)
 - c) In-flight training (25%)

Should two or more Employees obtain the same total score, their relative seniority shall be determined by the drawing of lots at random by the concerned Employees in the presence of a Union Representative and a Company Representative.

- .05 Seniority lists will be maintained and posted by the Company. Employee status, whether full-time or part time, shall be included on this list. The list will be revised as changes occur or at least once per year. A copy will be forwarded to the Local President. An Employee shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Company, in writing, of any errors with respect to their seniority date. Thereafter, the Employee shall be deemed to have accepted the seniority dates posted

- .06** The Company may advance an Employee to a management position within the Flight Operations Department. During the period of that appointment, the Employee will retain seniority. If the Employee returns to their former position within the Bargaining Unit, the Company shall determine the wage level to which they shall return, but in no case shall it be less than the level the Employee would hold, had they remained within the bargaining unit.
- Whether such Employees who advance to a management position as per the above paragraph will accrue seniority in addition to retaining it shall be determined by interest arbitration in accordance with the Tentative Agreement, dated March 3, 2019.
- .07** It is understood that during the leave under .06 above, the Employee will maintain all necessary training, unless agreed to otherwise by the Company and the Union
- .08** An Employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.
- .09** An Employee shall lose seniority and be deemed to have terminated their employment when the Employee:
- a) is discharged for just cause and is not reinstated;
 - b) resigns;
 - c) retires;
 - d) in the event of a layoff, fails to return to work within fourteen (14) calendar days after being telephoned or notice of recall by registered mail is sent to the Employee's last known address and deemed to be received, unless the Employee is unable to do so as a result of sickness or for other satisfactory reasons acceptable to the Company;
 - e) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
 - f) fails to return to work upon the expiration of an authorized leave of absence subject to (d) above;
 - g) fails to report to work and inform the Company of their absence remains away from work without authorization and/or satisfactory reasons for a period of more than five (5) consecutive working days;
 - h) is laid off for a period of more than twelve (12) months.

ARTICLE 19

Probation

- .01** Upon the successful completion of line indoctrination, a newly hired Employee shall be considered a probationary Employee for a period of three (3) months unless probation is extended under Article .02 below.
- .02** The period of probation of a newly hired Employee may be extended for a further period of three (3) months provided that notice of the extension is given to the Employee and to the Local President prior to the expiration of the first period of probation.
- .03** During the period of probation, an Employee's performance will be assessed by the applicable supervisor.

- .01 All permanent and temporary positions will be filled in accordance with seniority provided that all minimum qualifications and performance requirements are met.
- .02 The filling of vacancies shall be in the following order:
 - a) Recall of Flight Attendants on laid-off status in order of seniority;
 - b) Standing Flight Attendant bids on file with Human Resources will be taken into account when acting on a competition posted to all Flight Attendants in order of seniority;
 - c) Hire new Employees.
- .03 The Company shall advise the Union as soon as a vacancy is foreseen.
- .04 When posting for vacancies the notice shall contain the following:
 - a) Location
 - b) Classification
 - c) Number of Vacancies available
 - d) Projected date of commencement of the vacancy
 - e) Duration
 - f) Deadline after which bids will not be accepted which will not be less than five (5) days
- .05 Within fourteen (14) calendar days after the closing date of the posting the Company will post the bid results, inform the successful candidates(s) and advise the Union of the award.

MINI BLOCKS

- .01 Subject to operational requirements, reduced hours (mini blocks) may be requested by Employees and may be made available by the Company. 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 legal block is not available for all Employees and the affected Employees would then be subject to layoff as per this Article or upon such Employee’s request.
- .02 Mini blocks are not to be implemented without valid cause nor are they to be implemented to create a system of part-time work. When implemented, participation in a mini block shall be strictly voluntary.
- .03 A mini block shall not exceed forty-five (45) hours and will be built as either:
 - a) a fourteen (14) day mixed block period with an election for additional open bids or drafting to the allowable mini block maximum, or
 - b) a fourteen (14) day mixed block period to the maximum allowable hours with a fourteen (14) day block period.

- .04** A mini block shall be no less than forty (40) hours and all monetary benefits including without limitation guaranteed days off, statutory holidays and vacation will be pro-rated for each block an Employee operates as a mini block.
- .05** The applicable hourly rate and other pay provisions of this Agreement will not be affected. Should the amount of flying increase to the point that a regular minimum legal block is available, the Employee may choose to return to a minimum legal block.

NOTICE

- .06** The Company will provide all notice, pay in lieu of notice and/or severance required under the Canada Labour Code in the event of a layoff. The Company will provide as much written notice as possible and in any event will provide no less than fourteen (14) calendar days' notice of layoff to the affected Employees and to the Union. The Company will meet to discuss the layoff with a Union Representative or designate during the notice period.

LAYOFF ORDER

- .07** Should there be a reduction in the workforce, Employees will be subject to layoff in the reverse order of their Bargaining Unit seniority and the following order will apply:
- a) Volunteers
 - b) Seasonal Employees
 - c) Part-time Employees
 - d) Full-time Employees

RECALL

- .08** Employees who are laid off shall be placed on a recall list and shall accrue seniority for a maximum of twelve (12) months. In the event of a temporary layoff, an Employee shall continue to be covered under the Group Benefit Plan as set out in Article 58, provided the Employee continues to remit both the Company portion and the Employee's own portion of the benefits contribution. Recall(s) will be conducted in the reverse order of 21.07 above.

INITIATION

- .01** In the event an examination has been requested and completed and where the Company physician makes a declaration regarding the fitness for flight duty of any Employee that is contrary to the position of the Employee's personal physician, the Employee may initiate the medical review procedure, as set forth in .02, within seven (7) days of receipt of this declaration by so notifying the Company in writing.

THIRD-PARTY EXAMINATION

- .02** Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the Employee may request that a mutually agreed upon, disinterested qualified medical specialist be appointed to undertake a further examination. The medical specialist shall conduct their examination and shall furnish a written report of their decision to both the Company and the Employee. The decision of the medical specialist, based on the results of their examination, shall be conclusive of the issue and not subject to any further review.

EXPENSES

- .03** All costs for all examinations and reports required under this Article that are not covered by provincial or territorial health benefits or the Company's medical insurance program shall be borne by the Company.

FIT DECLARATION

- .04** Where an Employee originally declared unfit for flight duty by the Company's physician is declared fit for flight duty under .02 above, the following shall apply:
- a) **Reinstatement:** The Employee shall be reinstated to their former position and status with full seniority and service credit.
 - b) **Compensation:** The Employee shall receive retroactive compensation based on the net amount that would have been earned had they operated from the time the qualified medical specialist declared them fit for flight duty, less any net amount paid under any Company or Government income protection program.

UNFIT DECLARATION

- .05** Where an Employee originally declared unfit for flight duty by the Company's physician is declared unfit for duty under .02 above, they shall be treated as having been unfit for duty since the initial declaration and shall continue to be considered unfit until such time as the qualified medical specialist declares them fit for flight duty.

RETURN TO DUTY

- .06** Where the qualified medical specialist makes the determination as contemplated in .05 above, that the Employee is fit for flight duty, the Employee must report for duty within two (2) days.

COMPANY PHYSICIAN

- .07 The Company shall have a Company physician(s). Where the Company requires an Employee to see a Company physician where they are not resident, the Company shall bear the cost of seeing the Company physician at another location.
- .08 Employees shall have the right to see a male or female physician. The Employee must notify the Company if they wish to see a particular gender of physician within forty-eight (48) hours of being notified of the request to see the Company physician.

DUTY TO ACCOMMODATE

- .09 The Company recognizes that workplace accommodation enables Employees with injuries or illnesses or disabilities to be productive members of the Company benefiting both the Company and the Employee, and is committed to upholding the duty to accommodate the needs of Employees pursuant to the *Canadian Human Rights Act*. It is the responsibility of the Company, the Employee needing accommodation, and the Union when requested by the Employee, to work together towards the goal of reaching a reasonable accommodation.

Part V: Compensation

ARTICLE 23 Wages

- .01 Effective March 3, 2019, a Blended Wage Grid applicable to all Employees will be implemented.
- .02 The conversion from the previous wage grid to the new wage grid will be implemented as follows:
 - a) Effective March 3, 2019 all Employees will move from their existing pay level on the existing grid to the level on the new grid that represents the next highest wage to their current wage.
 - b) Current In-Charge Flight Attendants not on the Grandfather List under the prior Agreement dated October 1, 2014 shall move up an additional level beyond that achieved following the conversion method outlined above.
 - c) Subsequently, on the anniversary date of hire, each Employee will proceed to the next step until they reach the maximum rate for their classification.
- .03 Level Five (5) on the Blended Grid will be the maximum level a Flight Attendant may reach without In-Charge qualification. The Company will provide the opportunity for every Flight Attendant to qualify as an In-Charge, but any Flight Attendant unable or unwilling to achieve this qualification may not advance past Level 5. For clarity, this section does not mean that all In-Charges must be compensated at a Level Five (5) and above.
- .04 Employees capped under this Agreement, either at Level 12 or at Level 5 as per .03, are eligible for an annual lump sum cost of living adjustment. The sum shall be calculated by multiplying the Consumer Price Index (CPI) on the anniversary date of this Agreement by their regular earnings for the preceding year.

WAGE GRID EFFECTIVE MARCH 3, 2019:

LEVEL	WAGE
1	\$29.22
2	\$31.32
3	\$33.78
4	\$36.07
5	\$38.37
6	\$40.70
7	\$43.07
8	\$45.51
9	\$48.20
10	\$49.30
11	\$49.85
12	\$50.40

- .01 The Company shall make every reasonable effort to avoid excessive overtime and to allocate on an equitable basis among readily available qualified Employees.
- .02 When overtime work is authorized by the Company overtime shall be compensated on the following basis :
- a) Paid at the rate of time and one half (1.5x) for all hours worked in excess of eight-five (85) hours in a block or as provided elsewhere in this Agreement;
 - b) Part-time and On-call Employees will be paid straight time wages until the total block hours are equal to eight-five (85) hours, at which point overtime will apply to excess hours, at the rate of time and one half (1.5x);
 - c) An Employee who reports for work on scheduled overtime on a day of rest shall be compensated for the time actually worked, or a minimum of four (4) hours pay at the applicable overtime rate, whichever is greater.

- .01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Article 23 -Wages.
- .02 Upon qualification as a Flight Attendant or In-Charge:
- a) An Employee shall be paid the hourly rate prescribed for the position. In no case, shall the Employee be paid at less than the minimum rate.
 - b) An Employee appointed, including on a temporary basis, to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
 - c) An Employee who is requested by Management to train a new Employee from a Company-approved training program will receive an additional \$10.00 per block hour. This will apply to on-the-job training.
 - d) Employees partaking in mandatory classroom-based training shall be paid for half of the duty time for the training day with a minimum of two (2) credit hours for each day of training or part thereof. Employees will be paid one (1) credit hour for each two (2) hours of estimated time required to complete Computer-Based Training (CBT). The online training pay includes all CBT training modules assigned throughout the year and will be paid the pay period immediately after course completion.
- .03 In the event of termination of employment for reason other than death, the Company shall recover from any monies owed the Employee an amount equivalent to unearned vacation taken by the Employee.
- .04 Pay statements, whether electronic or paper, will show: the Employee's name, the pay period being compensated, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the Employee's net pay. It is understood that this information may not be available immediately upon the date of this Agreement, but will be made available as soon as practicable.

Part VI: Block Rules

ARTICLE 26 Hours of Work

- .01 The Union recognizes that Employees' work is of varying lengths owing to the nature of the Company's operations and client needs. The standard hours of work are the minimum legal block.
- .02 A modified work schedule will be acceptable as long as all provisions under the Canada Labour Code are adhered to and both parties agree to the modification.

ARTICLE 27 Objectives

- .01 The fundamental objectives of block rules are as follows:
 - a) To provide an orderly method of flight assignment consistent with seniority as set out in the provisions of this Agreement and;
 - b) To allow Employees the opportunity for adequate rest to ensure the safe and proper performance of their duties to provide coverage for all flights in a direct and efficient manner.
- .02 These rules envision that Employees 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 28 Duration of Block Rules

- .01 Block Rules shall be subject to revision by agreement between the Union and the Company.
- .02 The Union or the Company may reopen the Block Rules for discussion at any time upon written notice.
- .03 Where notice to reopen the Block Rules for discussion is provided and no agreement can be reached, the Block Rules shall continue in full force and effect.

ARTICLE 29 Blocking Committee

- .01 The schedule shall be prepared by the Company.
- .02 The Union will designate a Union Committee Member to participate in the scheduling process. This Union Representative will receive six (6) credit hours per month and this will be increased in the event the Company assigns additional time to complete the scheduling.
- .03 The Company will consider suggestions from the Union Committee Member for the improvement of pairings, provided they are made at least three (3) days prior to the release of the bid package.

- .04 The production and amendment of the schedule will be the joint responsibility of the Company Representative(s) and the Union Representative.
- .05 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 Employees, their seniority and scheduling preferences, while adhering to the scheduling provisions of this Agreement.
- .06 The blocking committee shall complete the schedule work no later than 1800 of the seventh (7th) day after the submission of bid sheets. The Company shall publish the schedule immediately thereafter.

ARTICLE 30 Rules for Block Preparation

- .01 The block rules outlined in the Agreement shall be used in the establishment and preparation of the blocks.
- .02 The Flight Attendant block schedule published by the Company shall include all known Flight Attendant requirements and, without limitation, the following:
- a) Identification of Flight Attendants by name;
 - b) Identification of work assignment and/or status (including Company required deadheading and reserve);
 - c) Reserve;
 - d) Guaranteed days off;
 - e) Approved Vacation Days; and
 - f) Training.

ARTICLE 31 Company Information

- .01 Flight Attendant bid forms will be released on or before the second last day of the current block for the second subsequent block (example: end of block seven (7) for the block nine (9) schedule) which shall contain the following:
- a) Pairings containing all known flying (including confirmed charters) and assigned or anticipated credit(s) to the pairing;
 - b) Names and dates of known vacation, approved leaves of absence, the days on which reserve is required, if any, the number of reserves required on each day, partial blocks, union releases, training, etc.;
 - c) Any other information that might be required for block building (e.g. status, Company-required deadheading); and
 - d) Pairings that are pre-awarded for qualifying new hires and line checks. These shall appear in bold in the calendar that indicates all the known flying, the reserves required, the average forecast hours, hours for annual vacation, statutory holidays, and annual training in the month.

- .01 Employees will bid shift schedules, and the Company will accordingly develop them, based on seniority within each Job Classification as follows:
- a) Permanent full-time and permanent part-time Employees;
 - b) Seasonal Employees
- It is understood that on-call Employees cannot bid for shifts but are required to provide sufficient available so that they can be scheduled and called in on an as-needed basis.
- .02 The Union may request a meeting with the Company to review scheduling/staffing concerns. The Union may propose an alternate schedule within five (5) calendar days following the meeting. Should the Union's schedule meet the Company's staffing and scheduling requirements (as determined by the Company), it will be implemented. Failing a suitable alternative, the Company's schedule will be maintained, or a new one implemented.
- .03 Shift schedules will be posted in accordance with Article 36 – Distribution of Blocks.

- .01 Employees shall submit their bids upon receipt of the bid sheet and will have up to five (5) days to complete and submit a bid form for requested blocks.
- .02 After 1800 hours of the fifth (5th) day of the bidding period, once all Employees have bid, the blocking committee shall assign flights.
- .03 Employees may submit their preferences by email to the blocking committee.
- .04 Blocks will be built giving full consideration to the bid preferences of the Employee in order of seniority. In the construction of blocks, 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 legal block will not have additional duty added, unless the Employee has requested more than the minimum legal block or operational requirements necessitate increased hours.
- .05 Where an Employee will not be available during the bidding period, the Employee shall either have a standing bid preference on file with the blocking committee or designate someone to bid on their behalf. This designation shall be forwarded to the committee in advance of the start of bidding. Failure to do either will mean the Employee will be assigned shifts as available.
- .06 An Employee may request a maximum of two (2) GDOs in conjunction with scheduled annual vacation.
- .07 Vacation periods, and GDOs as per Article 37 – Known Flying, block overlaps, and training (including line indoctrination flights) will be placed on an Employee's block prior to their bid preferences.
- .08 The Company shall not remove reserve days in order to cover unblocked flying.
- .09 Any flights (including charters) that become available after the block bidding process is completed shall go into open flying.

ARTICLE 34

Changes

- .01 The block must be legal in all respects. The Company may reject any block that does not conform to this Agreement. The Company scheduler will make any required corrections if it is not practical for the committee to make the changes in time for distribution.
- .02 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.

ARTICLE 35

Contesting

- .01 The period for contesting shall be two (2) days following the awarding of the blocks. Employees shall contest a block award in writing to the Company scheduler. Any corrections shall be made by the scheduler.

ARTICLE 36

Distribution of Blocks

- .01 The Company will furnish each Employee with an electronic copy of the blocks by 1800 fourteen (14) days prior to the commencement of the next block and one (1) backup copy will be kept in the office and will be available to be reviewed and photocopied by Employees.
- .02 Errors discovered after the blocks are published and distributed will be corrected to the mutual satisfaction of the Company and the Union consistent with this Agreement. Affected Employees shall be notified immediately after the error is discovered. Block minimums shall still apply. Changes will not normally affect previously awarded GDOs.

ARTICLE 37

Known Flying

- .01 All flying (including confirmed charters), training and meeting dates that are confirmed and known for the month, including the blocking committee meeting, will be blocked.

- .01** When operational requirements dictate the reassignment of an Employee from their regular shift to another shift, the Employee will be given a minimum of four (4) days' notice from the time of commencement of such reassignment shift(s) or such shorter notice as may be agreed between the Employee and the Company. Any full-time or part-time Employee that is given less than four (4) days' notice of a schedule change and who is re-scheduled to work on a GDO will earn a credit of time and one-half (1.5x) the credit hours for that day and this credit will be added into the total credits for that block period. If the reassignment is as a result of a service change by a third-party contractor (i.e. a charter), the minimum notice period may be reduced to twenty-four (24) hours.
- .02** In the event that a shift reassignment is not made under Article .01 above, the Employee(s) so affected will receive a premium rate of time and one-half (1.5x) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid at the regular hourly rate of pay.
- .03** A shift reassignment cannot result in the loss of the Employee's next scheduled flight in the event that the notice requirements of .01 are not met.

- .01** Employees will have the right to trade shifts and days off or to give away their shift subject to operational requirements and Company approval and the following:
- a) Any Employee assuming another Employee's shift must work in the same position and Location and possess the ability to do the job of the person with whom they are trading;
 - b) Employees shall advise the crew scheduler of the shift trade at least forty-eight (48) hours in advance or any shorter notice that may be agreed upon between the crew scheduler and the Employees concerned. These arrangements will be in writing or via email and agreed to by the Employees and crew scheduler no later than twenty-four (24) hours before flight departure. Once agreed to, the Employee(s) assume(s) full responsibility for the exchanged shift;
 - c) All overtime and time credit provisions will apply to the Employee who actually works the shift;
 - d) Shift changes shall not result in additional costs to the Company;
 - e) The Company and the Union recognize that an Employee's entitlement to exchange or give away shifts is not intended to allow Employees, for all intents and purposes, to put themselves below minimum legal hours and grant themselves preferred status on the open flying list.

- .01** In the event of a cancellation prior to check-in, the following provisions shall apply:
- a) The Company shall reassign the Employee to another flight on the same day if there is an available flight which is suitable for reassignment. The Company is not obligated to incur deadheading costs in doing so. Should the Employee be assigned a flight through the drafting procedure, such will constitute a suitable reassignment.
 - b) If no suitable flight is available, the Company shall reassign the Employee to another flight within the same block. The Company is not obligated to incur deadheading costs in doing so. Should the Employee be assigned a flight through the drafting procedure, such will constitute a suitable reassignment.
 - c) Should a) and b) above not result in a suitable reassignment, the Company shall reassign the Employee to a reserve shift within the block. Being assigned a reserve shift will increase the likelihood the affected Employee is called for any available assignment within the block, and if no assignment is available, the Employee will receive two (2) hours reserve pay. The Company shall assign the reserve shift with the intention of providing the best chance possible of the Employee being assigned to a flight.
 - d) Commensurate with c) above, the Company shall place the Employee to a superior position on the open flying list, and if open flying results in the Employee obtaining a reassignment flight, the reserve shift assigned in (c) shall be replaced with the new shift obtained. Also commensurate with c) above, the Company shall carry out its normal drafting procedure.
 - e) Should drafting result in the Employee obtaining a reassignment flight, the reserve shift assigned in c) above shall be replaced with the new shift obtained.
- .02** In the event that an Employee is not reassigned in the same block in accordance with any of the points under 40.01, the Employee will be paid the greater of a) the original pairing or portion of a pairing, or b) flight credits as per Article 24 – Overtime Pay.
- .03** In the event that an Employee declines a reassignment at any stage outlined above, they will not be entitled to compensation in accordance with this Article.
- .04** If a flight is cancelled, crew members may be released from duty or reassigned. Reassignment credit hours for crew pairings will apply where a reassignment is possible.
- .05** It is understood that there will be no per diems for the cancelled flight.

- .01** If a flight is cancelled after check-in, the affected Employee(s) will be compensated the actual credit hours for the crew pairing or duty day divided by two (2) or by the minimum legal block. Per diems do not apply.

- .01 It is the crew member's responsibility to check with Flight Operations when coming from days off or vacation to check for cancellations and/or re-assignments. Per diems and meal allowances do not apply if a flight is cancelled.

- .01 Open flying shall consist of all flying (including confirmed charters) that becomes available during the month.
- .02 Full-time and part-time Employees who wish to avail themselves of open flying for the following block will indicate that on the bid sheet. Full and part-time Employees may also indicate their availability for open flying at any time during a published block. A minimum notice of four (4) days will be required for an Employee to be removed from open flying for a day on which they had previously indicated themselves as available.
- .03 Open flying shall be awarded on the basis of seniority, but shall not normally be assigned to incur overtime.
- .04 Once awarded an open flight, the Employee must operate the flight.
- .05 If sufficient time is available, open flying may be posted via internal email. Such postings will include pertinent flight information and a closing date and time of no less than twenty-four (24) hours from the posting time. Flights will be awarded within twenty-four (24) hours of the closing time of such a posting.
- .06 If no Employee is available to operate such a posting, or if no Employee expresses interest in the available open flying prior to the closing time, or if the conditions in .02 above are not met, the flight will be filled in accordance with Article 49 – Draft Procedures.
- .07 If sufficient time is not available, crew scheduling shall leave a voice or text message where possible when informing an Employee of open flying.
- .08 Provided that it does not disrupt an Employee's regular block, such open flying shall be awarded in accordance with seniority by eighteen hundred (1800) the day prior to the flight. The Company shall make reasonable attempts to contact open fliers to award open flying as it becomes available through the day, but any Employee who has not been contacted may contact the Company before eighteen hundred (1800) to check whether or not any open flying is available. After eighteen hundred (1800), the Employee is not obligated to take such flights.

ARTICLE 44

Reserve – Regulations

- .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. Example: An Employee commencing a reserve period of 0600 who begins flight duty at 2000 must be released from flight duty no later than 0100 the next day.
- .02 The normal starting time for the reserve period shall be four forty-five a.m. (04.45) local time. The start time may be changed provided the reserve Employee is advised at least ten (10) hours prior to the new start time.
- .03 If more than one (1) Employee has the same reserve duty period the senior reserve Employee shall have the right of the first refusal for any duty that falls within this reserve duty period provided the junior Employee(s) is legal to operate the flight or pairing.
- .04 A reserve Employee shall be given not less than sixty-five (65) minutes to report for duty, but in any event will do so as quickly as is reasonable. A reserve Employee shall be considered on call at all times during the fourteen (14) hour reserve period. The Employee shall advise the Company where they can be reached by telephone.
- .05 An Employee on reserve duty may be granted, where operationally feasible, a release from duty for up to one and one half (1.5) hours for the purpose of conducting personal business.

ARTICLE 45

Credits for Reserve

- .01 Reserve days will be given a two (2) hour credit which will be applied towards pay and block minimums.
- .02 When a reserve Employee operates, they shall receive the greater of (a) four (4) hour credit or (b) flight time credits as per Article 51 – Flight Time Records.

ARTICLE 46

Guaranteed Days Off

- .01 Guaranteed Days Off (GDOs) shall commence at 0001 hour and shall be marked as an X on the schedule.
- .02 Each Employee shall have a minimum of nine (9) GDOs per block.
- .03 Where a duty period extends into a scheduled GDO by more than two (2) hours, the GDO shall be replaced and the Employee shall receive overtime for the amount of the duty period following that two (2) hours.
- .04 Overtime will apply when an Employee has less than nine (9) GDOs in the block; overtime will be applied to the last day(s) worked in the block.

ARTICLE 47

Rest Between Shifts

- .01 All shift schedules or reassignments will contain periods of not less than:
- a) **Home Base** – nine (9) consecutive uninterrupted hours off duty between shift termination and the commencement of the next shift.
 - b) **Away from Home Base** – nine (9) consecutive uninterrupted hours off duty between shift termination (room key in hand) and the commencement of the next shift.
- .02 Rest Periods do not include the fifteen (15) minutes after ramp arrival or as per Article 50 – Duty Period, and the one (1) hour prior to the next departure.
- .03 The Company shall not interrupt an Employee’s minimum crew rest to assign them duty. Any interruption of the minimum crew rest unless it is in the hour prior to check-in shall constitute a recommencement of that minimum crew rest, and then should only occur to inform the Employee that check-in-time will be delayed.
- .04 Legal crew rest provisions shall also apply to training.

ARTICLE 48

Order of Flight Assignment

- .01 Flights shall be assigned in the following order:
- a) To an Employee scheduled for the flight;
 - b) To an Employee on reassignment as per Articles 38 and 40;
 - c) To an Employee on reserve as per Article 44;
 - d) To an Employee on the open flying list as per Article 43 (provided premium rates do not apply);
 - e) To on-call Employees;
 - f) To Employees via draft procedures as per Article 49.

ARTICLE 49

Draft Procedures

- .01 The Company will contact available Employees for drafts in the following order:
- a) Employees already operating a flight on the day of the draft;
 - b) In-flight Managers who are qualified to perform the work;
 - c) Employees on a day off (non-GDO);
 - d) Employees on a GDO;
- .02 Any Employee assigned duty on their GDO will be paid at the overtime rate.
- .03 No Employee shall be obligated to accept a draft during a scheduled vacation period.
- .04 Drafting Procedure: The Company shall offer the option to accept or refuse a draft to available Employees in seniority order. Should the senior Employee(s) decline the draft, the most junior Employee(s) available shall be required to accept it. The order of such an assignment shall be:
- a) Employees on a non-GDO in reverse order of seniority;
 - b) Employees on a GDO in reverse order of seniority.
- .05 Crew Scheduling shall leave a voice or text message where possible.

Duty Period

- .01** A duty period shall commence
- a) one (1) hour prior to scheduled departure/deadhead for all regular flights.
 - b) seventy-five (75) minutes prior to scheduled departure for all international flights.
- .02** A duty period shall continue until the later of:
- a) fifteen (15) minutes after ramp arrival of the flight operated or deadheaded;
 - b) the last passenger deplanes the aircraft as noted on the Flight Report;
 - c) actual arrival at the airport or hotel in the case of a deadhead by surface i; or
 - d) for a period of thirty (30) minutes after the arrival at the gate of a flight where customs clearance is required.
- .03** Due to a late inbound flight, where legal crew rest cannot be taken as per their published scheduled block, Employees shall be removed from their next scheduled flight or pairing whenever it is operationally possible to replace them. Every effort will be made to accommodate the removal from the next duty period. Employees shall be required to contact Crew Scheduling on arrival to confirm loss of flight. Should they not be able to be replaced, the reporting time will be adjusted so that the Employee would arrive at the airport at the adjusted reporting time at which time the duty period would commence. In this case, the Employee's duty period will be credited one (1) hour prior to departure.

Flight Time Records

- .01** A record of each Employee's accumulated flight time shall be maintained by the Company and made available to the Employee on request. All flight time, overtime, and other credits will be identified on the Employee's monthly time sheet. Monthly summaries will be given to the Local President.
- .02** Employees shall complete time sheets in accordance with Company policy and submit them as required by the Company.

Part VII: Leave

ARTICLE 52 Leave – General

- .01 An Employee is entitled, to be informed upon request, of the balance of their paid leave entitlement.
- .02 The amount of leave with pay earned but unused entitled to an Employee at the time when this Agreement is signed, or at the time the Employee becomes subject to this Agreement, shall be retained by the Employee.
- .03 An Employee is not entitled to leave with pay during periods they are on leave without pay.

ARTICLE 53 Vacation Leave

GENERAL

- .01 The vacation year shall be from January 1 to December 31. On January 1 of each year, Full-time and Part-time Employees are advanced a full year's vacation credits based on their years of service. For Employees reaching the next entitlement level during the year, they will be advanced the full year's entitlement on January 1st of that year. (For example, Employees who complete their third (3rd) year on May 22, 2013 would receive their full entitlement on January 1, 2013.)
- .02 Employees earn Vacation Pay and are entitled to a set number of annual Vacation Days Off in accordance with the following table:

Years of Service	Annual Entitlement (Days Off) Full-time and Part-time Employees*	Annual Pay Percentage
1 to 5 years	10 days	4%
6 to 10 years	15 days	6%
11 to 15 years	20 days	8%
16+ years	25 days	10%

*Part-time day off entitlement shall be prorated.

- .03 On-call and Seasonal Employees earn Vacation Pay in accordance with the same schedule as Full-time and Part-time Employees (i.e. depending on the length of their tenure with the Company). Such pay accrual will be paid out.
- .04 For the purpose of Vacation Leave, continuous employment is defined as the length of continuous employment with the Company.
- .05 Employees begin earning Vacation Pay in each pay period, as soon as they begin their term with the Company.

VACATION BID SYSTEM

- .06 Vacation shall be managed in accordance with the “Air North Flight Attendant Working Guidelines – Vacation Bid Procedure”, as agreed to by the Parties on January 15, 2020. The provisions of that document shall apply unless and until the Parties decide to amend all or any part of it, in accordance with Letter of Understanding #5.
- .07 Where, in respect of any period of vacation leave with pay, an Employee is granted bereavement leave, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the Employee and approved by the Company, or reinstated for use at a later date.
- .08 The Company will make every reasonable effort:
- a) Not to recall an Employee to duty after the Employee has proceeded on vacation leave with pay.
 - b) Not to cancel a period of vacation leave which has been previously been approved in writing.
- .09 When the Company cancels or alters a period of vacation leave which it has previously approved, the Company shall reimburse the Employee for the non-returnable portion of vacation contracts and reservations made by the Employee in respect of that period, subject to the presentation of such documentation as the Company may require. The Employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Company.
- .10 When an Employee dies or otherwise ceases to be employed:
- a) The Employee or the Employee’s estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the Employee’s credit by the Employee’s daily rate of pay at the time of the termination of the Employee’s employment; or
 - b) Where an Employee dies or otherwise terminates employment after a period of service of less than six (6) months, the Employee or the Employee’s estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (4%) of the total of the pay and compensation for overtime received by the Employee during the Employee’s period of employment.
- .11 The approval of approval of all holiday leave is subject to operational requirements.
- a) Both vacations and statutory holidays will be limited during the summer months (June, July and August) and through Christmas (December 15 to January 5) each year, however every effort will be made to accommodate each vacation request.
 - b) For requests during the periods in (a) above, the Company will reply to an Employee’s leave request, as soon as practicable with respect to the approval or disapproval of the request.
 - c) On-call and casual Employees shall receive vacation pay but shall not be entitled to vacation time off work.

- .01** For the purpose of this Collective Agreement, the statutory holidays shall be:
- New Year's Day (January 1st)
 - Good Friday
 - Victoria Day
 - Canada Day (July 1st)
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day (November 11th)
 - Christmas Day (December 25th)
 - Boxing Day (December 26th)
- and any other statutory or public holiday as proclaimed by the Government of Canada.
- .02** For full-time Employees, earned statutory holidays as at .01 above shall be added to each Employee's vacation entitlement on January 1 of each year.
- .03** For part-time Employees, earned statutory holidays as at .01 above shall be prorated and added to each Employee's vacation entitlement each year.
- .04** On-call Employees will be paid one twentieth (1/20) of the gross earnings earned in the four (4) weeks prior to the week in which the statutory holiday occurs.
- .05** Employees who do not work a full vacation year will have their statutory entitlement prorated as follows:
- Number (#) of days on payroll divided (/) by three hundred and sixty-five (365) times (x) the yearly allotment in .01.
- .06** Where a day that is a designated holiday for an Employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

Leave With or Without Pay for PSAC or Union Business

GENERAL

- .01 All requests for leave under this Article shall be made in writing in advance, and where possible, at least ten (10) calendar days prior to the start date of the leave required.
- .02 Employees entitled to receive leave without pay under this Article shall have their regular salary uninterrupted during such leave. All flight releases for these leaves must be requested in writing. With the exception of 55.08, the Company will pay the Employee all originally scheduled pay credits affected by such Union leave and the Union will reimburse the Company for all costs associated with such leave as per this Article. It is understood that such leave requests will not be unreasonably denied.

UNION LEAVE WITH PAY

- .03 The Company will grant leave with pay to an Employee called as a witness by an Arbitration Board or the CIRB.
- .04 The Company will grant leave with pay to a reasonable number of Employees who are meeting with Management on behalf of the Union.

UNION LEAVE WITHOUT PAY

- .05 The Company will grant leave without pay to an Employee who is party to an arbitration.
- .06 Commencing two (2) months prior to the expiry date of the Collective Agreement, or as otherwise agreed, the Company will grant leave without pay to three (3) Employees during regular working hours at the rate of four (4) block hours per day per Employee to a maximum of twelve (12) block hours in total for the purposes of attending preparatory or contract negotiation meetings on behalf of the Union.
- .07 The Company may grant leave without pay to up to two (2) Employees selected as delegates to attend Union Council meeting conferences, and conventions of the Union, conventions of the Canadian Labour Congress and conventions of the Territorial Federation of Labour.
- .08 The Company may grant, upon notice, leave without pay to a reasonable number of Employees who exercise the authority of a Union Representative to undertake training related to that role.
- .09 An Employee who has been elected or appointed to a full-time office of the Union, shall be entitled, with a minimum of at least one (1) month's notice, to leave without pay for the period during which they are elected or appointed to hold office.

An Employee who returns to work with the Company after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an Employee has the right to return to their former level and if practicable, their former position. The maximum cumulative leave available to any Employee under this clause will be three (3) years. It is understood that during the leave under this Article Employees will maintain all necessary training.

LEAVE WITHOUT PAY

- .01 At its discretion, the Company may grant leave with or without pay for purposes other than those specified in this Agreement.

COURT LEAVE

- .02 The Company shall grant leave without pay to an Employee for the period of time they are required:
- a) To be available for jury selection.
 - b) To serve on a jury.

MATERNITY, ADOPTION AND PARENTAL LEAVE

- .03 Maternity, adoption, and parental leave will be provided in accordance with the Canada Labour Code, as amended. Employees should refer to the Canada Labour Code and associated guidance material for specific provisions with respect to these leaves.
- .04 Anyone with an active Restricted Area Identification Card (RAIC) is required to return it prior to going on maternity, adoption or parental leave. In accordance with the contracts signed when the RAIC was issued, any leave in excess of thirty (30) days requires a return the RAIC to the Airport Pass Bureau. Upon a return to work from such leave, the Employee is required to complete a short form (available from the Airport Pass Bureau) to allow the RAIC to be reissued.
- .05 An Employee returning to work from parental, adoption or maternity leave shall provide the Company with at least four (4) weeks of notice of the planned return date. Such notices are to be submitted to the In-Flight Manager, at which time the exact return date will be determined. Employees will be reinstated in their former position upon return or be given a comparable position, at the same location, upon return.
- .06 An Employee who has requested a leave of absence may return to work before the period is over with the consent of the Company or by giving the Company four (4) weeks of notice in writing of the day they intend to return to work. Such notices are to be submitted to the In-Flight Manager, at which time the exact return date will be determined.
- .07 Seniority and vacation leave without pay will continue to accrue throughout such leaves.
- .08 Leave granted under this clause shall be counted towards “continuous employment” for the purpose of calculating severance pay and vacation leave.
- .09 Notwithstanding traditional aboriginal adoption customs and/or an exceptional family situation where an adoption is undertaken, the parties agree that it is not the intent for an Employee to be granted adoption leave where there was a pre-existing relationship between the Employee and the child being adopted.

BEREAVEMENT LEAVE WITH PAY

- .10** For the purpose of this clause, immediate family is defined as
- a) Spouse, including common law spouse of the same or opposite sex
 - b) Child or ward of an Employee or a spouse
 - c) Parent of an Employee or spouse
 - d) Grandparent of an Employee or spouse
 - e) Grandchild of an Employee or spouse
 - f) Sibling of an Employee or spouse
 - g) Any relative of the Employee residing with the Employee or with whom the Employee resides
- .11** When a member of the Employee's immediate family dies, an Employee shall be entitled to bereavement leave with pay of five (5) days, from the date of death or advice of death and may be taken in a non-consecutive manner to include the day of the funeral or ceremonial equivalent. In addition, the Employee may be granted up to two (2) days leave with pay for the purpose of travel related to death.
- .12** It is recognized by the parties that the circumstances which call for leave in respect to bereavement are based on individual circumstances. On request, the In-Flight Manager may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than that provided for in this clause.

COMPASSIONATE LEAVE

- .13** The Company shall grant Employees up to eight (8) weeks of compassionate care leave without pay to care for a critically ill member of the Employee's immediate family, in accordance with the Canada Labour Code and the Employment Insurance Act.

ARTICLE 57 Sick Leave with Pay

SICK LEAVE

- .01** Full-time Employees will be entitled to five (5) days per calendar year. Such leave shall accumulate from year to year to a maximum of eight (8) days in any given year. Credit hours for part-time Employees will be pro-rated. On-call Employees shall not be eligible for sick leave.
- .02** The Company shall maintain an up-to-date record of the balance of sick leave credits accumulated by Employees.
- .03** An Employee shall be granted sick leave with pay when unable to perform their duties due to illness or injury. A note from a doctor or qualified medical practitioner may be required by the Company for an illness or injury. However, for any absence of less than three (3) consecutive days, such request will not be made unreasonably. Should the Company require a medical certificate, the Company will reimburse the Employee the cost of obtaining the medical certificate.
- .04** Where an Employee will be absent due to illness or injury, they shall endeavor to provide reasonable prior notice to the Company.
- .05** After completion of the probationary period, sick leave may be advanced at the discretion of the Company. Such discretion shall not be unreasonably withheld.

- .06 When an Employee is granted sick leave with pay and Workers' Compensation is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the Employee was not granted sick leave with pay.

INJURY ON DUTY

- .07 While awaiting a decision from the Workers' Compensation Board, an Employee shall be able to continue their sick leave, to the extent such leave is available, until the final level of the appeal is resolved.
- .08 An Employee shall be granted injury-on-duty leave for such reasonable period as may be determined by the Workers' Compensation Board and where it is determined by the Workers' Compensation Board that the Employee is unable to perform their duties because of:
- a) personal injury accidentally received in the performance of their duties and not caused by the Employee's willful misconduct;
 - b) sickness resulting from the nature of their employment;
 - c) overexposure to other hazardous conditions in the course of their employment.
- .09 An Employee unable to work because of a work-related injury or illness shall inform the Company immediately, in accordance with established procedures, so that a claim for compensation benefits can be promptly forwarded to the Workers' Compensation Board. Benefits from the Workers' Compensation Board shall be paid to the Company until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the Employee.

When an Employee has been granted injury-on-duty leave, in accordance with 57.08 above, the Employee shall continue to accrue seniority, and any other credits, in accordance with this Agreement.

PERSONAL EMERGENCY

- .10 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 an Employee can deal with a personal emergency. It is understood that this personal leave cannot be carried over. Each Employee is expected to use personal emergency leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements.
- .11 The Company may ask that the Employee provide reasons for such leave requests. Such leave requests shall not be unreasonably denied.
- .12 Where practicable, personal emergency leave should be requested by the Employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

Part VIII: Benefits

ARTICLE 58 Health and Benefit Plans

- .01 The Company will use the best efforts to maintain the overall value of the Extended Health & Dental Benefits plan (Sun Life Financial Contract 4088, effective January 1, 2013) during the period of this Agreement. The Company agrees not to amend the plans or premium cost sharing formula unless mutually agreed to by the Union and the Company.

ARTICLE 59 Registered Retirement Savings Plan

- .01 An Employee will become eligible for the Company R.R.S.P. after one (1) year of continuous employment.

ARTICLE 60 Indemnity

- .01 The Company agrees to provide at no cost to the Employee, Legal Counsel to defend any Employee and their estate in any legal actions brought forth against them as the result of the performance of their duties on behalf of the Company, including, but not limited to, any damage to Company or other property, and to protect and hold them harmless from any judgment rendered thereunder. Indemnity is subject to cooperation with counsel provided by the insurance carrier or by the Company. The exception to this clause would be the gross negligence or willful misconduct on the part of the Employee.

Part IX: Uniforms

ARTICLE 61

Uniforms and Clothing

- .01 The Company will pay for and supply each full-time Employee the initial basic uniform pieces described in the chart below. Part-time, on-call and seasonal Employees will receive a basic uniform based on season and hours of work.
- .02 Initial basic uniform pieces shall be distributed seasonally each year.
- .03 Any additional uniform and accessory pieces to the initial basic uniform described in the chart may be purchased at cost and paid for by an Employee.
- .04 Full-time and part-time Employees shall receive a \$250.00 footwear allowance per calendar year for the purchase of appropriate footwear. Seasonal and on-call Employees shall receive \$125.00 per year for the purchase of approved footwear. In the event that the full amount is not used in any given calendar year, a credit for any unused amounts may be carried forward for a maximum of one (1) year.
- .05 The Company will provide each full-time Employee with an allowance of \$50.00 per block for dry cleaning. This amount will be pro-rated for seasonal, part-time, and on-call Employees based on hours of work. The Company will establish a standing account with a dry cleaning service in any base, which it shall pay directly, and will require Employees to utilize that dry cleaner for all uniform dry cleaning services.
- .06 All approved alterations will be paid for by the Company. Approval for an alteration must be obtained from an In-Flight Manager prior to it being done.
- .07 An In-Flight Manager, after assessment of the uniform, may approve partial or full cost coverage for severe or major alterations not covered above. This will be done on a case by case basis.
- .08 If any uniform piece is damaged as a result of normal usage (beyond normal wear) while on duty, the Company shall replace or repair the item at the cost of the Company.
- .10 The Company shall loan and pay 100% of the following maternity uniform pieces upon request: 1 pair of pants; 1 dress; 2 blouses and 1 overcoat. All maternity uniform pieces must be returned to the Company once no longer needed
- .11 Upon termination, Employees shall return all uniform pieces that were paid 100% by the Company. The full depreciated value of any such uniform pieces not returned to the Company shall be deducted from the Employee's final pay cheque.
- .12 It is understood that all uniform items are issued subject to availability.

UNIFORM ALLOTMENT CHART

Uniform Pieces Issued to Each Full Time Flight Attendant					
Female			Male		
Item	Qty	Deemed	Item	Qty	Deemed
Softshell Jacket	1	3 years	Softshell Jacket	1	3 years
Cardigan	1	2 years	V-Neck Sweater	1	2 years
Suitcase	1	3 years	Suitcase	1	3 years
Flight Bag	1	3 years	Flight Bag	1	3 years
Toque	1	5 years	Toque	1	5 years
Winter Scarf	1	2 years	Winter Scarf	1	2 years
Apron	1	2 years	Apron	1	2 years
Wingpin	2	5 years	Wingpin	2	5 years
Nametag	1	5 years	Nametag	1	5 years
Belt	1	5 years	Belt	1	5 years
Lanyard	1	2 years	Lanyard	1	2 years

Uniform Pieces Issued to Each Full Time Flight Attendant OPERATING ON JET AIRCRAFT					
Female			Male		
Item	Qty	Deemed	Item	Qty	Deemed
Blazer	2	4 years	Blazer	2	4 years
Winter Jacket	1	5 years	Winter Jacket	1	5 years
3 of any combo: Pant/Skirt/Dress	3	2 years	Pant	3	2 years
Blouse	4	1 year	Shirt	4	1 year
Vest	2	3 years	Vest	2	3 years
In-Charge Qualified Scarf	1	1 year	In-Charge Qualified Tie	1	1 years

**Uniform Pieces Issued to Each Full Time Flight Attendant
OPERATING ON JET AIRCRAFT**

Female			Male		
Item	Qty	Deemed Life	Item	Qty	Deemed Life
Non-In-Charge Qualified Scarf	1	1 year	Non-In-Charge Qualified Tie	1	1 year
Gloves	1	3 years	Gloves	1	1 year

**Uniform Pieces Issued to Each Full Time Flight Attendant
OPERATING ON TURBOPROP AIRCRAFT**

Female			Male		
Item	Qty	Deemed Life	Item	Qty	Deemed Life
Winter Jacket	1	5 years	Winter Jacket	1	5 years
Summer Pant	1	2 years	Summer Pant	1	2 years
Blouse	2	2 years	Shirt	2	2 years
Flight Suit	1	4 years	Flight Suit	1	4 years
Vest	1	3 years	Vest	1	3 years
Working Gloves	1	3 years	Working Gloves	1	3 years
Turtleneck	1	3 years	Turtleneck	1	3 years

Part X: Discipline

ARTICLE 62

Suspension and Discipline

- .01 Where it appears during any meeting with an Employee, that the nature of such a meeting must change to an investigation which would likely result in the disciplining of that Employee, the Company shall advise the Employee of their right to have a Representative of the Union attend that meeting. If the Employee requests the presence of a Union Representative, and no Union Representative is available in person or by telephone, the meeting must be immediately terminated.
- .02 Where disciplinary or discharge action is considered, the Employee involved may, where necessary, be held out of service pending investigation to provide the Company sufficient time to investigate and consider all factors. This investigation will take place as soon as possible and shall not take more than fourteen (14) calendar days. Additional time may be granted through mutual agreement between the Company and the Union prior to the expiry of the fourteen (14) calendar days.
- .03 During any investigations or hearings, the Employee involved may request the presence of a Union Representative(s).
- .04 When an Employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning that Employee, The Company shall advise an Employee of their right to have a Representative of the Union attend the meeting. Where practicable, and in a non-urgent situation, the Company will make its best efforts to give at least one (1) day's notice of such a meeting.
- .05 No Employee will be disciplined without just cause. When an Employee is suspended from duty or discharged, the Company undertakes to notify the Employee in writing, with a copy (in a sealed envelope) to the Union Local President of the reason for such suspension or discharge. The Company will give such notification at the time of the suspension or discharge.
- .06 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to expedited arbitration in accordance with Article 64 – Grievance and Arbitration Procedure.
- .07 In order of severity, the types of disciplinary action to be considered in a progressive manner shall be:
- verbal reprimand
 - written reprimand
 - suspension
 - discharge
- .08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken.
- .09 Employees who, in good faith, report on observed or improper acts or activities shall not be disciplined as a result. Reports made in bad faith may be subject to discipline.

- .01 The Company agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee, the contents of which the Employee could not reasonably have been aware of at the time of filing or within an eighteen (18) month period of the disciplinary action.

- .02 Upon written request of an Employee, the personnel file of an Employee shall be made available annually for examination in the presence of an authorized Representative of the Company. The Company shall provide copies of any file documents requested by the Employee in writing.

Part XI: Administration

ARTICLE 64

Grievance and Arbitration Procedure

- .01 This grievance procedure is not intended to preclude any discussion between Employees, Union Representatives and Company Representatives. An Employee should discuss a complaint with an In-Flight Manager before presenting a grievance through the authorized Representative of the Alliance. The In-Flight Manager shall discuss the complaint with the Employee in an attempt to resolve the issue and may remind the Employee of the right to have an Alliance steward or other authorized Representative of the Alliance present during such discussion.
- .02 If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arise between the Company and the Union, or between the Employee(s) and the Company, it shall be processed according to the following grievance procedure. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- .03 The time limits set out in the grievance procedure are mandatory for both parties. All time limits shall exclude Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing. Such agreement will not be unreasonably withheld.
- .04 If the time limits set out in the Complaint Step or Step 2 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- .05 If the Company fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Company's response, in which case no time limit shall apply against the Union until it has received the Company's response.
- .06 Employee(s) upon request shall have the right to be represented at any step of the grievance procedure. The Employee(s) and the Union Representative shall be given reasonable leave with pay to attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- .07 The Company shall post the names and/or titles of the appropriate designated Company Representatives at its pre-flight briefing facility.
- .08 **STEPS OF THE GRIEVANCE PROCEDURE**

a) **Step 1 – Complaint**

Within twenty-five (25) days of the Employee(s) or Union becoming aware of the matter giving rise to the complaint, the Union may submit a written complaint to an In-Flight Manager.

Within ten (10) days of the receipt of the complaint, the Company, Employee and Union Representative shall meet in an attempt to resolve the complaint. The Company shall provide a written response within five (5) days of such a meeting to the Employee(s) and the Union Representative.

b) Step 2

If a satisfactory settlement has not been obtained under the Complaint Step, the Union and/or the Union Representative may within ten (10) days of the receipt of the Company's decision under the Complaint Step render a grievance in writing, including the redress requested, to the Human Resources Manager with a copy to the Management Designate. The designated Company Representative shall call a meeting and render a decision within ten (10) days of the receipt of the grievance.

.09

ARBITRATION

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration within fifteen (15) days of the receipt of the written answer of Management.

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code. The Company and the Union shall make every effort to agree on the selection of the Arbitrator within twenty (20) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of Arbitrator, they shall forthwith request the Minister to appoint an arbitrator.

The Arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, for just cause, the power to substitute for the discharge or discipline, for just cause, such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render a decision within a reasonable period, as agreed to by the parties.

The Arbitrator's decision shall be final and binding on both parties. Each party shall bear one-half (1/2) the cost of the Arbitrator.

The Arbitrator shall not change, modify or alter any of the terms of this Collective Agreement.

.10

POLICY GRIEVANCE

A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Company and the Union. It shall be submitted at Step 2 within fourteen (14) days following the circumstances giving rise to the grievance. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

.11

EXPEDITED ARBITRATION

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the parties.

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator.
- b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

- c) Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing.
- d) When it is not possible to give a verbal decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing.
- e) The decision of the Arbitrator shall not constitute a precedent.
- f) Such decisions from the expedited format shall be final and binding upon the parties.
- g) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any be incompatible with the provisions of the Collective Agreement.
- h) The Arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, for just cause, the power to substitute for the discharge or discipline, for just cause, such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render a decision within a reasonable period, as agreed to by the parties.
- i) Each party shall bear one-half (1/2) the cost of the Arbitrator.

ARTICLE 65 Union Management Meetings

- .01 The parties acknowledge the mutual benefits to be derived from joint consultation.
- .02 Joint consultation meetings will be held on a quarterly basis or more frequently when required, at the request of either party.
- .03 An equal number of Representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. Suggested agenda topics will be submitted at least one (1) week prior to the meeting. By mutual agreement, additional topics may be added to any agenda.
- .04 Any Representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- .05 These meetings will have no authority to amend or alter the Collective Agreement or deal with submitted grievances.

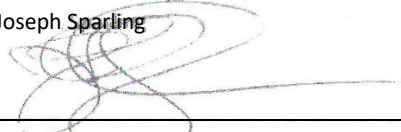
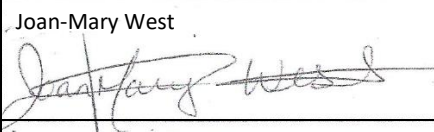

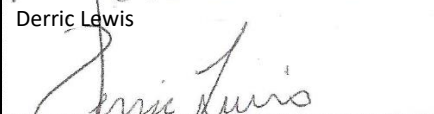
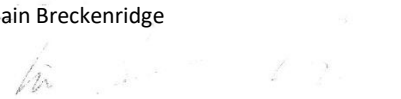
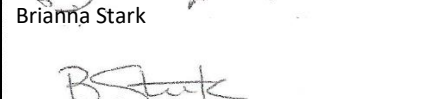




ARTICLE 66 Agreement Re-Opener

- .01 This Agreement may be amended by mutual consent.

ARTICLE 67 Terms of the Agreement

- .01 The duration of this Collective Agreement shall be from **October 1, 2017** and will remain in effect until **September 30, 2024**.

Signatures

For Air North (Company)	For PSAC (Union)
Joseph Sparling 	Joan-Mary West 
Wini Brehm 	Derric Lewis 
Iain Breckenridge 	Brianna Stark 
Erik (Rick) Nielsen 	Erna Post 
Ryan Kinney 	Jack Bourassa 

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Appendix A: Pregnancy

- .01 An Employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that the Company modify their job functions or reassign them to other flights or another job if, by reason of the pregnancy or nursing, continuing any of their current functions may pose a risk to the Employee's health or the health of the fetus or child.
- .02 An Employee's request under .01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk.
- .03 Where a request has been made by an Employee, the Company shall examine the request in consultation with the Employee and where reasonably practical, shall modify the Employee's job functions or reassign the employee to other flights or another job.
- .04 An Employee who has made a request under .01 is entitled to continue in their current job while the Company examines the request but, if the risk posed by continuing any of their job functions so requires, the Employee is entitled to be immediately assigned alternative duties until such time as the Company:
- a) modifies job functions or reassigns the Employee; or
 - b) informs the Employee in writing that it is not reasonably practicable to modify job functions or reassign the Employee.
 - c) Pay received for alternative duties under .04 shall, for all purposes, be deemed wages.
- .05 The onus is on the Company to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable. The Company shall so inform the Employee in writing.
- .06 Where the Company concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Company shall so inform the Employee in writing and shall grant leave of absence without pay to the Employee for the duration of the risk as indicated in the medical certificate.
- .07 An Employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall be deemed to continue to hold the job that they held at the time of making the request under this Article, and shall continue to receive the wages and benefits that are attached to that job.
- .08 An Employee is entitled to and shall be granted an unpaid leave of absence for the duration of the risk as indicated in the medical certificate.

- .09 An Employee who is pregnant or nursing is entitled to and shall be granted an unpaid leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week by reason of the pregnancy or nursing and indicating the duration of that inability.
- .10 An Employee whose job functions have been modified, who has been reassigned or who is on an unpaid leave of absence shall give at least two (2) weeks' notice in writing to the Company any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate
- .11 The Company may only require a pregnant Employee to take a leave of absence from employment without pay, if the Employee is unable to perform an essential function of their job and no appropriate alternative job is available for that Employee and only for such time as the Employee is unable to perform that essential function.
- .12 The burden of proving that a pregnant Employee is unable to perform an essential function of their job rests with the Company.

Letters of Understanding

LOU #1 Vancouver Resident Flight Attendants

Previous provisions relating to the domicile accommodation of Natalia Lavrov and Erica Craft will remain in force as long as the aforementioned Employees remain employed with Air North or until Vancouver is designated by the Company as a year-round base.

LOU #2 In-Charge Pay Restrictions

The parties agree that, for the purposes of transition to the new pay grid, the restriction on non-In-Charge qualified Employees, in that they are limited to Level 5 pay, will not apply to Seunghee Cho. It is understood that she will obtain In-Charge qualification at the earliest possible date.

LOU #3 Management Seniority

Notwithstanding any other provisions in this Agreement, the parties agree that Nola Munro and Wini Brehm shall each have their seniority reinstated from their original date of hire as though they had continued to work as Flight Attendants, and to apply the following language to Ms. Munro and Ms. Brehm, as per the Tentative Agreement dated March 3, 2019:

“The Company may advance an Employee to a management position within the Flight Operations Department. During the period of that appointment, the Employee will retain and accumulate seniority. If the Employee returns to his or her former position within the Bargaining Unit, the Company shall determine the wage level to which they shall return, but in no case shall it be less than the level the Employee would hold, had they remained within the Bargaining Unit.”

LOU #4 Social Justice Fund

The Company will create a Social Justice Fund on behalf of the Employees, to which it will contribute one cent of each Employee credit hour worked during the term of this Agreement. The Employees shall determine a Yukon-based allocation of any monies contributed to this fund.