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No. OF EMPLOYEES	147		
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AGREEMENT NO. 11

between

AIR ONTARIO INC.

and

THE AIRLINE DIVISION OF

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Effective

September 1, 1994

Termination

Midnight August 31, 1996

SEP - 1 1995

02850(08)

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PREAMBLE

This agreement is made and entered into by and between AIR ONTARIO INC., hereinafter referred to as the COMPANY and the CABIN ATTENDANTS in the employ of AIR ONTARIO INC., as represented by the CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the UNION.

In making this agreement, the parties hereto recognize the objectives of promoting the safety, continuity, growth and orderly administration of air transportation generally and of the efficiency and economy of the Company's operations in particular. The parties also recognize that compliance with the terms of this agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the interest and purpose of this agreement.

The parties agree that it is the function of the Company to manage its affairs in all respects that are not inconsistent with any provisions of this agreement.

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

The parties agree that no employee shall be interfered with, restrained, coerced or discriminated against on the grounds of race, nation or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital/family status, disability or conviction for which a pardon has been granted and the Company shall ensure that any harassment complaint is dealt with immediately in accordance with harassment policy.

ARTICLE 1 - RECOGNITION

- 1.01** The Company recognizes the Union as the exclusive bargaining agent for all Cabin Attendants employed by Air Ontario Inc.
- 1.02** All flights operated by Air Ontario shall be crewed by Air Ontario cabin personnel whose name appears on the CUPE Airline Division Seniority List.
- 1.03** This agreement does not apply to employees who are in initial ground training prior to successful completion of the written examinations.

ARTICLE 2 - DEFINITIONS

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

2.01 AGREEMENT

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

2.02 BASE

Means a geographical location designated by the Company which is the domicile of a Cabin Attendant or group of Cabin Attendants from which scheduled and non-scheduled flying is **accomplished**.

2.03 BLOCK

Blocks shall be made up of days designated for scheduled flight duty or reserve duty, days off, training days, Union days or vacation days in any month.

2.04 BLOCKHOLDER

A Cabin Attendant awarded or assigned a Regular or Reserve block on the basis of seniority.

2.05 CABIN ATTENDANT

Means a PURSER or FLIGHT ATTENDANT.

2.06 COMPANY

Means AIR ONTARIO INC.

2.07 COMPANY STATION

Any airport **into which** Air Ontario operates scheduled **flights**.

2.08 CREW REST

Shall mean the uninterrupted period of time following a duty period a Cabin Attendant is free from all duty with the Company on a layover or at home base.

2.09 DAY

Means a twenty-four hour consecutive period.

Calendar day means a ~~twenty~~ ^{twenty}-four hour consecutive period commencing at 0030 hours.

2.10 DAY OFF

Means a day on which a Cabin Attendant is not scheduled ~~for~~ any of the following:

- (a) Flight or Reserve Duty
- (b) Training
- (c) Vacation
- (d) Union Day

2.11 DEADHEAD

Means to travel by air or surface transportation at Company request to meet the requirements of service, without performing ~~any~~ duties as outlined in articles 2.14 and 2.24.

2.12 DRAFTING

Means the assignment of a Cabin Attendant to any duty on a day designated in her ~~block~~ as DAY OFF or "GOO" or assignment to open ~~flight(s)~~ except where the assignments are in accordance with B5.05.

2.13 DUTY PERIOD

(a) A duty period shall commence at the check-in time and shall continue to the check-out time per the following:

	Check-in Time	Check-out Time
At Company station not requiring customs pre-clearance	45 minutes	15 minutes
At Company station requiring customs clearance	1 hour	30 minutes
Charter flight originating from other than Company station	1 1/2 hrs.	30 minutes
Deadheading	30 minutes	15 minutes

Note in unusual circumstances a Cabin Attendant may be required to check-in earlier or check-out later, in these cases the actual time shall be used.

(b) Where due to late arrival of an inbound flight at a layover station check-in time may be reduced at the layover station provided that the Cabin Attendant does not have her legal crew rest reduced. Crew pick up time will be adjusted so that the crew would arrive at the airport at the adjusted check-in time, not less than legal crew rest from the end of check-out time.

The flight would then depart as soon as the required pre-flight duties are completed.

The duty period will be shown as having commenced at the originally scheduled check-in time for pay and duty period limitations unless the flight departs beyond 45 minutes of the adjusted check-in time, in which case the duty period will commence no later than the adjusted check-in time.

2.14 FLIGHT ATTENDANT

Means an employee who is employed to perform and be responsible for the performance of all ground and enroute service, station duties relative to the flight and necessary enroute customs, Immigration and health procedures as required by the Company.

2.15 **FLIGHT TIME**

Means the elapsed time between the actual gate departure and gate arrival, or the scheduled flight time, whichever is the greater. If any flight is cancelled, a Cabin Attendant may be reassigned in accordance with Article B5.05.

2.16 **FLIGHT TIME CREDITS**

Means any credits accrued as a result of operating or deadheading on a flight, including duty ratio (1 in 2) or trip hour guarantee (1 in 4) AND any credits accrued as a result of vacation, sick leave, union flight releases and training.

2.17 **GENERAL HOLIDAYS**

Means:	New Year's Day	Labour Day
	Good Friday	Thanksgiving Day
	Victoria Day	Remembrance Day
	Dominion Day	Christmas Day
	Civic Holiday (1991)	Boxing Day

2.18 **GUARANTEED DAYS OFF**

Means the minimum number of calendar days off to which a Cabin Attendant is entitled in a month, said guaranteed days off to be so indicated in the blocks and not to be interfered with, except for the application of the provisions of Article B8 (draft) and B9 (Trip Exchange). A guaranteed day off is free from all duties and shall be shown on the blocks as an "X".

2.19 **MINIMUM MONTHLY GUARANTEE**

Means the minimum monthly salary to be paid to a Cabin Attendant in accordance with Article 3.03.

2.20 MONTH

Means a calendar month, except that other than leap year, February shall be the period from January 31st to March 1st, inclusive and in leap year February shall be the period from January 31st to February 29th, inclusive.

2.21 OPEN FLYING

All flights or flight sequences not included in **block**, or any flight that a blockholder cannot operate.

2.22 PERMANENT EMPLOYEE

Means a Cabin Attendant who fills a permanent position.

2.23 PROBATIONARY EMPLOYEES

Means a Cabin Attendant who has not completed six (6) months with the Company from date of hire as a Cabin Attendant.

2.24 PURSER

An employee responsible for the performance of all ground and enroute cabin service, station duties relative to the flight and necessary enroute customs, immigration and health procedures as required by the Company. The Purser shall be in charge of all cabin service and give work guidance to other Cabin Attendants working the flight.

2.25 REGULAR BLOCK

Blocks shall be made up of days designated for scheduled flight duty, days off, training days, Union days or vacation days in any month,

2.26 REGULAR BLOCKHOLDER

A Cabin Attendant awarded or assigned a regular block on the basis of seniority.

2.27 **RESERVE BLOCK**

Shall contain days scheduled for reserve duty and days off.

2.28 **RESERVE BLOCKHOLDER**

A Cabin Attendant awarded or assigned a reserve block on the basis of seniority.

2.29 **RESERVE DAY**

Means reserve period during which a reserve blockholder must be available for duty in accordance with B6.01

2.30 **TEMPORARY EMPLOYEES**

It is recognized that it is most desirable to staff the Company's operation with permanent employees whenever possible. Where this is not possible the Company may employ a temporary Cabin Attendant for a period not to exceed six (6) months. During this period the Cabin Attendant shall have temporary seniority for the purposes of bidding blocks and for drafting. The provisions of Article 17 do not apply to temporary employees. Should a temporary Cabin Attendant be made permanent, her seniority will be back dated from the date of hire as a permanent employee by the cumulative time served as a temporary employee. Time served as a temporary will be applied against her probation.

2.31 **UNION**

Means the CANADIAN UNION OF PUBLIC EMPLOYEES.

2.32 **VERTICAL LINE**

A line beside an article denotes a revision effective with the current agreement.

ARTICLE 3 - RATES OF PAY

3.01 Cabin Attendants will be paid for their Flight Time in accordance with the following scale:

<u>Classification and Years of Service</u>	<u>Hourly Rate August 31, 1994</u>	<u>Hourly Rate August 31, 1995</u>
PURSER		
1st Year	23.43	24.12
2nd Year	25.07	25.82
3rd Year	27.88	28.72
4th Year	29.49	30.37
6th Year	31.80	32.75

FLIGHT ATTENDANT

1st Year	21.30	21.94
2nd Year	22.79	23.48
3rd Year	25.34	26.10
4th Year	26.80	27.60
5th Year	28.58	29.44

3.01.01 **DASH 8-300 PREMIUM**

When one (1) Cabin Attendant is assigned to operate a Dash 8-300, she will be paid a premium of one (~~\$1.00~~) dollar for each credited hour.

3.02 (a) Notwithstanding the provisions of Article 20.08 and 20.09, there shall be no deductions from wages ~~unless~~ authorized by **the employee**, statute, court, arbitrator award or this agreement.

(b) Overpayments and underpayments due to clerical errors **shall not be** recoverable if the error occurred more than twelve (**12**) months prior to the date of the **discovery**. Where the Company is recovering ~~an~~ overpayment a schedule ~~of~~ repayment by payroll deduction shall be arranged by mutual agreement between the employee and the Company and subject to a maximum **recovery** period of six (**6**) months and minimum deductions of fifty (~~\$50.00~~) dollars per month deducted off the **21st** pay. If an employee is terminated the entire overpayment ~~will be deducted from~~ the **final** pay.

- Ici** Underpayments less than \$50.00 shall be paid on the pay following discovery and verification. Underpayments over \$50.00 shall be paid within three (3) working days of discovery and verification.
- (di) Paydays will be the seventh (7th) and twenty-first (21st) of each month.
- (e) The following will be paid at each pay. Note there are no deductions from the 7th pay except those required.
- | | |
|----------|--|
| 7th pay | <ul style="list-style-type: none">▪ 37.5 hours for the period 16th to the end of the previous month at applicable Flight Attendant rate.▪ \$250.00 advance against the previous month's expenses. |
| 21st pay | <ul style="list-style-type: none">▪ 37.5 hours for the period 1st to 15th of current month at applicable Flight Attendant rate.▪ Excess hours from the previous month.▪ Purser pay from the previous month.▪ Meal allowance from the previous month.▪ Uniform allowance.▪ Overtime.▪ Draft premium.▪ Any other adjustments, expenses, deductions. |

3.03 MINIMUM MONTHLY GUARANTEE

Where a Cabin Attendant is available for duty for a full month, she shall be paid seventy-five (75) times the applicable hourly rate.

3.04 RECLASSIFICATION

Where a Cabin Attendant is assigned to operate a flight or flight sequence as a Purser, she shall be paid at the hourly rate applicable to a Purser. In no case will more than one Purser be scheduled to fly the same flight. Where a Flight Attendant operates a flight or flight sequence alone, she shall be paid at the hourly rate applicable to a Purser. In the event a Purser operates a flight or series of flights as a Flight Attendant, she shall continue to be paid her hourly rate as a Purser.

In the event of an equipment downgrade requiring a lesser number of Cabin Attendants to operate the flight or flight sequence, the Purser shall have the option of operating the schedule.

3.05 PAY PROGRESSION

Salary increments shall become **effective with** the first pay period following the completion of required length **of** service for that increment. Absence from the payroll for up to fifteen **(15)** calendar days will not retard an increase, but an absence of between **sixteen (16)** and thirty **(30)** calendar **days** will retard such increase by one **(1)** full pay period for each additional thirty **(30)** calendar days or major portion thereof.

Absences covered by Workers' Compensation, Maternity or Child Care Leave will not retard an Increase.

3.06 MINIMUM MONTHLY GUARANTEE EXCEPTIONS

- (a)** Where a Regular Blockholder fails to report for flight duty, she will not be paid for **the** flight missed. Flight time missed will be deducted from her **minimum** monthly guarantee. Where no **disciplinary** action **is** taken as a result of failure to report for flight duty, the Cabin Attendant may be **permitted** to request additional flight time, if available, not to exceed her monthly flight time **limitations**.
- (b)** Where a Reserve Blockholder fails to report for an assigned flight or is unavailable while on reserve duty, her minimum monthly **guarantee** will be reduced by four hours **(4)** for each day.
- (c)** Where a Cabin Attendant **is** awarded less than a full block (i.e., **scheduled** leave of absence) her minimum monthly guarantee will be adjusted by the pro-ratio in Article **B4.01**.
- (d)** Where a Cabin Attendant is not available for a full month after blocks are awarded, **his/her** minimum guarantee will not apply for that month and **he/she** will be paid for **only** the flight credits earned.

ARTICLE 4 - FLIGHT & DUTY TIME

- 4.01** In crediting Flight Time for the purpose of Flight **Time** limitations, when a change in calendar date occurs **enroute** during a duty period, the originating date shall be considered the date on **which** the flight was made and to which **date** all **Flight** Time shall be credited.

4.02 MINIMUM CREDITS

Cabin Attendants shall receive credits for flight time limitations and pay as follows:

The greater of the actual hours flown or the scheduled flight time, with a minimum guarantee of four (4) hours.

Situation

- (a) For each actual duty period worked, a credit of a minimum of four (4) hours towards monthly maximum or one (1) hour flight time for each two (2) hours of the duty day pro-rated to the nearest minute.
- (b) A credit of one (1) hour flight time for each four (4) hours or portion thereof away from home base. Such time to begin at the earlier of the scheduled reporting time or forty-five (45) minutes prior to the scheduled reporting time in the case of a scheduled flight at home base and shall continue until released from all duty with the Company at home base.

4.03

Cabin Attendants on Recurrent Emergency Training shall receive a minimum of four (4) hours pay or a duty ratio of 2:1 for actual time spent in training including deadheading.

Any training, other than Recurrent Emergency Training, ie: fire fighting, first aid, type training, or service training shall be paid at a duty ratio of 2:1 for actual time spent in training including deadheading, calculated to the nearest minute, with a two (2) hour minimum pay credit. Portions of an hour will be pro-rated to the duty ratio.

Flight time credits for training will be applied to the monthly limitation.

If a scheduled training session is cancelled, the Cabin Attendant will be subject to reassignment in accordance with article B5.05.01/02/03.

Classroom training shall not be scheduled for more than nine (9) hours in any calendar day.

The total duty period of a training day shall not exceed thirteen (13) hours.

The training day may be extended by thirty (30) minutes for re-writing examinations. The duty period shall not exceed thirteen (13) hours.

4.04 When a Cabin Attendant is required by the Company to provide meal, bar or beverage service, or is required to remain on board with the passengers on the ground subsequent to the scheduled departure of a flight, she shall be credited with one-half (½) hour flight time for each hour so worked. No claim shall be made for work done during a period of less than thirty (30) minutes.

4.04.01 An employee shall be paid at one-half (½) hour credit for each hour worked where required to report on her days off for the following:

Language re-tests
Investigation or information interviews
Performance appraisal meetings. In Flight Assessments

Compensation for sessions under this article shall be calculated to the nearest minute, commencing at the scheduled reporting time and terminating at the actual time released from that specific session, with a minimum guarantee entitlement of one (1) hour pay credit.

4.05 **DEADHEAD CREDITS**

- (a)** Cabin Attendants required to deadhead by air at Company request shall be credited with such deadhead time for pay and Flight Time purposes at the rate of one-half (½) hour Flight Time credit for each hour of such deadhead time based on the actual Flight Time involved.
- (b)** Cabin Attendants required to deadhead by surface transportation at Company request shall be credited with such deadhead time for pay and Flight Time purposes at the rate of one-half (½) hour Flight Time credits for each hour of such deadhead time based on the actual surface transportation time involved.
- (c)** Cabin Attendants involved in deadheading as provided in paragraph 4.05 (a) or 4.05 (b) above shall for duty period limitations be credited with actual duty period time involved.

ARTICLE 5 - EXPENSE ALLOWANCES/UNIFORMS

5.01 GENERAL

Cabin Attendants when away from base on flight duty or when deadheading under orders from the Company, or while on an authorized trip on Company business other than flying duties, shall be allowed reasonable and necessary expenses for room, meals, transportation, laundry and any additional expenses as governed by the Company manual.

5.02 MEAL ALLOWANCE

Any Cabin Attendant in the performance of official duties for the Company will be granted an allowance for meals which fall within any portion of that period, according to the following scale:

<u>Meal Period</u>	<u>Sept. 01/94</u>	<u>Sept. 01/95</u>
Breakfast 0600 - 0700	\$ 10.00	\$ 10.25
Lunch 1200 - 1300	\$ 12.10	\$ 12.40
Dinner 1800 - 1900	\$ 17.30	\$ 17.80
Snack After 2200	\$ 4.75	\$ 4.80

On flights to/from the U.S. the meal allowance will be calculated in U.S. funds and converted and paid in Canadian funds. The official exchange rate will be the highest noon buy rate for the month as established by the Air Canada Treasury Department.

5.03 TRANSPORTATION

- (a) Ground transportation from airport to airport or from airport to layover accommodation will be provided by the Company as required and will be subject to the review and appropriate recommendations of the Accommodation Review Committee.

(b) When Cabin Attendants are required to report for or terminate duty at base between the hours of 0100 and 0500, transportation from or to their place of lodging will be granted, provided Flight Operations have ample time to make necessary taxi bookings and two (2) or more Cabin Attendants may be required to share the same vehicle.

(c) The rate for an employee who is approved to use her own vehicle is twenty-four cents (\$0.24) per kilometre.

(d) **Gratuity Allowance**

A hotel gratuity allowance of \$2.00 per hotel visit will be reimbursed to each Cabin Attendant on the 21st of each month for the previous month.

The allowance will be paid effective June 1, 1993.

5.04 UNIFORMS

(a) Uniforms will be worn and maintained according to standards prescribed by the Company.

(b) The Company will assume one-half (1/2) the cost of uniforms with the exception of the wings and pins which are issued to Cabin Attendants by the Company upon graduation.

(c) A Cabin Attendant who terminates employment shall have the option of:

i) paying her balance owing on the uniform and shall retain the uniform;

ii) make no further Payments and return the uniform;

iii) retain uniform piece(s) equivalent to her contribution and return the balance of the uniform.

In any case, all corporate identification must be returned.

(d) When a new uniform is introduced the uniform committee shall determine the duration for the uniform and shall establish the next uniform change date which may be extended by mutual agreement. If the Company introduces a uniform change prior to this date, the Company shall pay the full cost of the uniform change. The cabin attendants would be responsible for the balance owing on the previous uniform with the exception of probationary cabin attendants whose balance owing will be forgiven.

- (e) The Company and the Union shall each appoint one member to a Joint Uniform Committee which shall be responsible for recommending the style, colour and material of Cabin Attendants uniforms and shall also be responsible for determining the number of articles that constitute a uniform and the deemed useful life of the uniform. If in the event that the Joint Uniform Committee cannot agree on any matter for any reason, the matter will be submitted to the Company's President for a final decision.
- (f) It is agreed by the Company and the Union that the Uniform Committee as outlined in this Article, will adhere to the following guidelines:
- i) That the designated representative shall be displaced when operational requirements permit;
 - ii) That the cost incurred by the designated representative such as airfare, hotel accommodations and meals will be borne by the Company;
 - iii) Every effort will be made by the Company to ensure that the initial fittings for new uniforms will be done at home base. If the Flight Attendant must be away from home base for her fitting, this will be done on a working day with no loss of pay to the Flight Attendant.
- (g) An allowance of \$38.00 shall be granted for expenses incurred in the maintenance and cleaning of uniforms effective September 01, 1994.
- To be eligible for this allowance a Cabin Attendant must be on payroll for six working days in the month.
- (h) Cabin Attendants will be reimbursed \$100.00 per year towards the purchase of uniform shoes in July each year and \$100.00 per year towards the purchase of uniform boots in January of each year. New hire Cabin Attendants will receive the appropriate allowance on their first pay after line assignment.
- (i) The Company shall pay 50% of the cost of a uniform suitcase and an optional garment or tote bag. The style and life of these pieces shall be determined at the time of selection.
- (j) Uniform payments shall commence upon the initial wearing date of a uniform. A uniform account will be established for each cabin attendant. The cabin attendants will have their portion paid by payroll deduction on the 21st pay each month at a rate of fifty dollars (860.00) or greater amount if requested by the Cabin Attendant.

- (k) All uniform pieces will be new except a Cabin Attendant has the option of purchasing any used pieces that may be in stock.

5.05 TRAVELLING AND MOVING EXPENSES

- (a) Successful bidders on permanent or temporary base assignment shall pay their own moving expenses to the new domicile except that the Company shall furnish free contingent (space available) air transportation on the Company's system for such Cabin Attendants and the members of their immediate families to the extent permitted by law.
- (b) Successful bidders or those assigned positions at a Company base created by a work force reduction of Cabin Attendants at another base shall be considered as having been moved at the Company's request.
- (c) Cabin Attendants, when transferred from one station to another at Company request, will be furnished transportation in the following sequence:

Cabin Attendant's automobile (as per Article 5.03(c)), air transportation, rail transportation.

The Company may control the means of transportation provided, however, that the Cabin Attendant shall not be deprived of the use of her automobile.

- (d) Cabin Attendants transferring to another base will be given a period of five (5) days at the new location free from all duty without loss of salary. The moving dates shall be determined in advance of the bid dates for a time mutually agreeable to the Company and the employee.

Company Requested Move

Three (3) paid moving days will be scheduled in conjunction with two (2) of the ten (10) guaranteed days off for a total of thirteen (13) days free from duty. Her schedule for the remaining days of the month shall be built considering that she will receive a credit of 12 hours for pay and limitations for three (3) moving days.

Employee Requested Move

Five (5) of the ten (10) guaranteed days off shall be scheduled in one period. Her schedule for the remaining days of the month shall be built considering that no credits will apply for the moving days.

- (e) It is understood that Cabin Attendants will be allowed actual moving expenses for personal effects of up to a maximum of ten thousand (10,000) pounds gross weight when transferring at Company request. The maximum paid distance for the move will be the distance between airports.
- (f) Cabin Attendants who move at Company request shall receive a relocation allowance of one thousand, two hundred and fifty dollars (\$ 1260.00) to cover re-settlement costs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently 8050.00) will be supported by original receipts; otherwise it will be treated as taxable income as required by Revenue Canada. If a Cabin Attendant is a home owner, the Company shall also reimburse associated costs for the purchase and sale such as real estate and legal fees up to a maximum of five thousand, two hundred dollars (\$5200.00) receipts will be required. If the Cabin Attendant is in rental accommodation, the Company will reimburse up to five thousand, two hundred dollars (\$5200.00) for costs associated with terminating their lease. Receipts will be required. These amounts shall only be claimed when a Cabin Attendant actually moves and may be claimed for up to two (2) years from the commencement date at the new base unless otherwise agreed. The amounts to be claimed will be those in effect at the commencement date at the new base.

ARTICLE 6 - ANNUAL VACATIONS & GENERAL HOLIDAYS

6.01 VACATION YEARS

The vacation year shall commence January 1st in any year and terminate on December 31st of the same year.

6.02 VACATION ENTITLEMENT

A Cabin Attendant who has worked a full vacation year shall be entitled to vacation periods as follows:

<u>Length of Employment</u>	<u>Vacation</u>
Less than 1 year	- a proration of 2 weeks
After completing 1 year	- 2 weeks
After completing 3 years	- 3 weeks
After completing 10 years	- 4 weeks
over 18 years	- 5 weeks

6.03 **GENERAL HOLIDAYS**

The general Holiday shall be converted to vacation days and will accumulate 1.25 vacation days for each month of service in lieu of ten (10) general holidays. A partial day shall be rounded to a full day.

NOTE In no case will the number of general holidays be less than that granted to any other group of company employees.

NOTE Where the employee is off the payroll for more than fifteen (15) days during a month, she shall not be credited with the 1.25 days in lieu of general holidays for that month.

6.04 During vacation, Cabin attendants shall be credited 2.66 hours flight time for each calendar day of vacation.

Payment of vacation: an employee while on vacation shall be paid in the regular manner, or shall receive her full entitlement under the Canada Labour Code, whichever is the greater. At the end of the year, the Company will calculate the entitlement under the Canada Labour Code, deduct vacation taken and will pay the difference if any by the end of February.

6.05 In the year vacation entitlement is calculated a Cabin Attendant must complete at least fifty percent (50%) of her service as Purser to qualify for vacation pay at the applicable Purser rate.

6.06 Vacation and General Holiday periods are not cumulative and must be taken during the vacation year following that in which the entitlement was earned, unless prior arrangements are made with the Company.

Where a Cabin Attendant is unable to take her vacation because she is on UIC, WCB, LTD or STD leave, arrangements may be made with the Company to take her vacation after her return to duty providing that she does not have a vacation entitlement for that year.

The Cabin Attendant may bid for this vacation period during the regular vacation bid but if unable to do so, will only have a choice of those vacation periods open when she is able to return to work. The Company will communicate the vacation bid dates to Cabin Attendants affected.

6.07 VACATION SPLITS

Vacation periods must be taken as follows:

- (a) Where the entitlement is less than seven (7) vacation days. they are not eligible to be split.
- (b) Where the entitlement is seven (7) days or more, Cabin Attendants will have the option to take the total entitlement in consecutive calendar days or split them as follows:

<u>Vacation Entitlement</u>	<u>Number of Splits</u>
2 weeks	1
3 weeks	2
4 weeks	3
5 weeks	4
6 weeks	5
7 weeks	6

6.08 BID AWARD PROCEDURES

General Holidays and Vacation Periods shall be awarded in accordance with base seniority.

- (a) A vacation list will be posted prior to November 1st in each year indicating the total vacation and General Holiday periods available during the following vacation year on a Monday-to-Sunday basis.
- (b) Prior to November 15th, Cabin Attendants must fill in their preference for splits, if eligible, and the vacation periods desired.
- (c) Cabin Attendants who fail to fill in their preference will be assigned to the remaining periods.
- (d) Vacation awards will be posted not later than November 30th.

6.09 ALTERATION

Vacation periods, once awarded, shall not be changed unless the following is observed.

- (a) There is a blank vacation period available of equal size to the vacation time being changed.

(b) All known blank vacation periods will be placed in the bulletin book on the first of the month previous. These shall be bid on in the regular manner and awarded in order of seniority. Confirmation of vacation award shall be given in writing by the 10th of the previous month.

6.10

A Cabin Attendant may request to receive her vacation pay prior to departure on vacation. This request must be received by the Company a minimum of twenty-one (21) days prior to commencement of vacation.

6.11

Cabin attendants not working an entire vacation year shall have her entitlement pro-rated as outlined in Article B4.01 (a).

ARTICLE 7 - SICK LEAVE

7.01

ENTITLEMENT

A Cabin Attendant shall receive fourteen (14) sick days a year. She will receive these days quarterly as laid out in following chart.

1 January	4 Sick Days
1 April	4 Sick Days
1 July	3 Sick Days
1 October	3 Sick Days

These days may be accumulated to a total of 35 days.

(a) Where a Cabin Attendant commences service during a calendar month, the allotment of sick days will be prorated and commence in the following month.

(b) For the purpose of this Article, "day" shall mean duty period.

7.02

A Doctor's Certificate may be required for any period of sickness for which sick pay is to be granted. The Company will exercise this discretion in a reasonable manner and pay cost of medical certificate.

- 7.03** For each day that a regular blockholder is off sick beyond her entitlement, as defined in paragraph 7.01, she shall have her monthly minimum guarantee reduced by the actual scheduled flight hours missed, except that if she has accumulated sick days as provided for in Article 7.01, she shall be credited with the flying hours missed.
- 7.04** For each day a reserve blockholder is off sick beyond her entitlement, as defined in paragraph 7.01, she shall have her minimum monthly guarantee and her monthly flight time limitation reduced by four (4) hours, except that if she has accumulated sick days as provided for in Article 7.01, she shall be credited with four (4) hour flight credit.
- 7.05**
- (i) When a Cabin Attendant, who has accumulated sick days, is off sick for any period, her days off shall not be counted as sick days for the purpose of reducing her accumulated sick day entitlement.
 - (ii) Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted of disability insurance benefits commence.
- 7.06** Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while she is legitimately ill or injured.
- In this regard the Union agrees to work with the Company to achieve this goal.
- 7.07** A Cabin Attendant shall advise the Company of her illness or injury with as much notice as possible.
- 7.08** A record of Cabin Attendants' sick day taken and number remaining in each sick bank shall be recorded on each individual time sheet.
- This information will be included on the month end summary.
- 7.09** The Company shall ensure its benefits cover any Cabin Attendant who becomes sick or injured as a result of having been or being outside Canada on Company business or due to cause related to her occupation or to the living and health conditions peculiar to the countries in which she performs service, shall be properly hospitalized and treated at Company expense until returned to Canada. If the sickness or injury necessitates treatment or convalescence in Canada, such Cabin Attendant shall be returned by the Company to Canada. This provision shall apply to recurrences of the same sickness or injury so long as the Cabin Attendant shall remain an employee of the Company.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 VOLUNTARY

Where requirements of the Company Operations permit, as determined by management, a Cabin Attendant who submits a written request may be granted a leave of absence without pay for up to two (2) years. Any leaves will be granted in order of seniority at time of granting.

8.01.01 LOA's requested prior to block award will be granted in order of seniority at block award.

8.01.02 PRIMARY CARE DAYS

A Cabin Attendant may use up to four (4) of her vacation days to give care to a member of her immediate family.

A credit of four (4) hours shall apply to a primary care day. The Cabin Attendant may choose the vacation day used.

8.02 BEREAVEMENT AND COMPASSIONATE

When a death in the immediate family of an employee occurs, the employee shall be granted bereavement leave, with pay, for the five (5) consecutive calendar days that occur immediately after the day of death.

8.02.01 Immediate family is defined as:

spouse (including common-law spouse), children of employee and/or spouse (including adopted, foster, or ward children), parents of employee or spouse, brothers and sisters of employee or spouse, grandparents of employee or Spouse, and including other relatives residing with the employee.

8.02.02 In unusual circumstances where the deceased is not a member of the immediate family, bereavement leave will be at the discretion of the Company.

8.02.03 A Cabin Attendant who submits a request in writing for personal leave and who substantiates that the purpose of the leave is for compassionate reasons (i.e. death of immediate relative, terminal illness in immediate family) will be granted such leave without pay for up to one (1) month.

8.03 **UNION BUSINESS**

Where the requirements of service permit, e Cabin Attendant may be granted a leave of absence without pay for up to two (2) years to accept full time position as an Officer of the Union. Such Cabin Attendants will continue to retain and accrue seniority. If she returns to a position within the scope of this agreement she will be entitled to a position at her last base.

8.03.01 All flight releases for Union business must be requested in writing and be signed by the Component President or her designated representative and approved. Cabin Attendants released will receive five (5) hours flight time credit for each day. The Union will reimburse the Company for these costs.

8.03.02 All costs for union business shall be borne by the Union with the following exception:

The Company agrees to pay for a union representative at grievance hearings.

The Company agrees to pay up to a maximum of two (2) days per month for the purposes of a Union representative to review the blocks. In addition the following will be paid by the Company:

- (a) Health and Safety
- (b) Quarterly Union/Management meetings
- (c) Pension meeting

NOTE: Cost for flight releases and meeting rooms for face-to-face negotiations shall be borne equally by both parties.

8.04 **MATERNITY LEAVE AND CHILD CARE**

Maternity, child care and paternity leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto, except where the following provides a better benefit, in which case the following applies.

8.04.01 An employee shall receive up to twelve (12) months leave for maternity, paternity and child care purposes. Such leave shall incorporate the maternity, paternity and child care leave requirements of the Canada Labour Code.

8.04.02 The employee will advise the Company of ~~the~~ confirmation of her pregnancy specifying the expected date of delivery. The employee must request her leave in writing specifying the start of the leave and the duration at least four **(4)** weeks prior to such leave. The employee shall provide a certification of the pregnancy, adoption or ward.

8.04.03 Such leave may commence up to ninety **(90)** days ~~prior~~ to the expected date of birth recognizing that the UIC benefit provisions may not be available at the early commencement of the leave.

8.04.04 An employee electing to fly beyond the 24th week of pregnancy will require a doctor's ~~certificate~~ that states she is fit for flight duty. After the 24th week the company may request further evaluation of medical fitness. The company will pay for such evaluation if the employee ~~uses~~ a company approved doctor.

8.04.05 The company shall continue the employee's group benefits if the employee pays the employee portion of the premium with post dated cheques.

8.04.06 Any additional leave prior to or after ~~maternity~~ leave will be granted as personal leave,

8.05 **JURY OR WITNESS DUTIES**

(a) Employee who are subpoenaed to ~~serve as~~ a juror will be granted leave for that purpose, without loss of seniority, wages or benefits. The employee will reimburse to the Company any monies received for acting as a juror.

(b) Employees subpoenaed to appear as a witness ~~at~~ any proceeding will be granted time off without pay. Time off to attend proceedings which involve the company shall be granted without loss of seniority, wages or benefits.

8.06 **EXTENSION**

A leave of absence for any purpose may be extended at the sole discretion of the Company.

8.07 SENIORITY

- (a) A Cabin Attendant who is on an authorized leave of absence of twenty-four (24) months or less shall continue to accrue seniority. After this time the Cabin Attendant's seniority shall be retained but shall not continue to accrue except when the leave of absence has been granted because of health or injury, in which case seniority shall accrue until the Flight Attendant is able to return to duty or if found to be unfit for duty.
- (b) Length of service for pay purposes will not be retarded nor will vacation entitlement be reduced or prorated as a result of leave of absence approved by the Company to avoid lay-offs.
- (c) Prior to operating as Cabin Personnel, an employee must pass the Emergency Procedures Training examinations if her qualifications have lapsed. A Cabin Attendant returning from a personal LOA will provide 6 weeks notice of her intended return date to duty. The Company will pay the Cabin Attendant from the date she is scheduled to return to duty. A Cabin Attendant returning from a medical leave will provide medical clearance from her doctor fourteen (14) days prior to her scheduled return to work.
- (d) Employees on leave of absence from the Company must not engage in other gainful employment without prior written permission from the Company. Providing that the leave of absence can be granted in accordance with Article 8 application to engage in gainful employment will not unreasonably be withheld. If prior written permission from the Company has not been acquired, the Cabin Attendant shall be deemed to have resigned from the Company's services and their names will be removed from the seniority list.
- (e) Employees on leave of absence for a period of more than one (1) month shall confirm with the Company at the time of going on the leave, the date of return from leave. If a Cabin Attendant wishes to secure a renewal of her leave of absence, she will give the Company two (2) weeks notice, in writing. A Cabin Attendant who does not return on the approved date will be required to justify the failure to return or will have her employment terminated.

8.08 REINSTATEMENT

A Cabin Attendant shall be reinstated at her base at the termination of an authorized leave of absence.

8.09 **RETURN TO LINE DUTY**

A Cabin Attendant shall be returned to line duty after her reinstatement, if the leave of absence was for medical purposes, provided she has been declared fit for flight duty by a Company appointed Medical Doctor and is qualified in every other respect.

8.10

LEAVE CHART

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION ENTITLEMENT	SYSTEM SENIORITY	SICK LEAVE CREDITS
Union Business	Up to 2 yrs	As per 3.05	N/A	Retain & Accrue	Retain - no credits
Personal	Up to 2 yrs	As per 3.05	Accrue for 14 consecutive days	Retain & Accrue	Retain - no credits unless work 1/2 month
Compassionate	1 month	As per 3.05	Accrue for 14 consecutive daw. Retain thereafter	Retain & Accrue	Retain - No Credits unless work 1/2 month
Maternity & Child Care	12 months	Retain & Accrue	Accrue according to Canada Labour Code & retain thereafter	Retain & Accrue	Accrue according to Canada Labour Code & retain thereafter
Sick Leave	7 days (waiting period)	Retain & Accrue	Retain & Accrue	Retain & Accrue	NIA
Short-Term Disability	6 months	Accrue for 14 consecutive day including sick leave above. Retain thereafter	Accrue for 14 consecutive days including sick leave above. Proration thereafter to year end	Retain & Accrue	Retain- No Credits unless work 1/2 month.
Long Term	2 years (or to retirement)	Retain No Accrual	Retain. No Accrual	Retain & Accrue	Retain - No credits unless work 1/2 month.
Workers' Compensation	Indefinite	Retain & accrue for the period of disability to a maximum of 1 year.	Retain & accrue for a period of disability to a maximum of 1 year.	Retain & Accrue	Retain- No credits unless work 1/2 month

8.11

BENEFIT CHART

TYPE OF LEAVE	DENTAL	MAJOR MEDICAL	LIFE INSURANCE
Personal	Maintained by the employee per full calendar month	Maintained by the employee per full calendar month	Maintained by the employee per full calendar month.
Compassionate	By the Company	By the Company	By the Company
Maternity & Child Care	Employee pays employee portion only-optional as per code	Employee pays employee portion only-optional as per code	Employee pays employee portion only-optional as per code
Bereavement	Continued	Continued	Continued
S i Leave	By the Company	By the Company	By the Company
Short-Term Disability	By the Company	By the Company	By the Company
Long-Term Disability	By the Company for the duration	By B e Company for the duration	By the Company for the duration
Worker's Compensation	By die Company	By the Company	By the Company

ARTICLE 9 - MEDICAL REVIEW PROCEDURES

9.01 Where the Company's Medical Officer makes a declaration regarding the fitness for flight duty of a Cabin Attendant, the Cabin Attendant **may** initiate the medical review procedure as set forth in paragraph **9.02** within thirty (30) calendar days **or** receipt of this declaration by so notifying the Manager of In-flight Services in writing.

9.02 **MEDICAL REVIEW PROCEDURE**

This following medical review **shall** be expedited by all Parties to the extent possible.

STEP 1 The Cabin Attendant shall select a qualified Medical Doctor to undertake an examination on the same basis **as** that performed by the Company's Medical Officer. The results of this examination shall be submitted in writing to the Company's Medical Officer who will confer with the Cabin Attendant's Doctor to determine whether **or** not the results **of** their respective **examinations** are **conclusive of the** issue.

Where the two **(2)** Doctors are in agreement that the results of **their** respective examinations are conclusive, their decision shall be final and **binding** and not subject to further review.

STEP 2 Where in the opinion of either Doctor the **results** of their **respective examinations**, such examinations are inconclusive or conflicting in nature, the Cabin Attendant may request that **the two (2)** Doctors appoint a disinterested qualified medical specialist to undertake a further examination. The medical specialist shall conduct his examination in the presence of the Company's Medical Officer **and/or** the Cabin Attendant's Doctor, **as** requested, and shall furnish a written report on the results of his examination to both the Company and the **Cabin Attendant**.

The **decision** of the medical specialist based on the results of his examination shall be conclusive of the issue and not subject to any further review.

9.03 **EXPENSES**

The expense of the Cabin Attendant's Doctor shall be borne by the Cabin Attendant and the expense of the medical specialist shall be shared equally between the Company and the Cabin Attendant.

9.04 Where a Cabin Attendant originally declared unfit for flight duty by the Company's Medical Office is subsequently declared fit for flight duty under this foregoing medical review procedure, the following shall apply:

- (a) Reinstatement: She shall be reinstated to her former position and status without loss of seniority, wages or benefits.
- (b) Compensation: She shall receive retroactive compensation based on the amount she would have earned had she been employed since she was initially declared fit for flight duty by the Cabin Attendant's Doctor less all remuneration received from any other source.

9.05 Where a Cabin Attendant originally declared unfit for flight duty by the Company's Medical Officer is subsequently declared unfit for duty under the foregoing procedure, shall be treated as having been unfit for duty since the initial declaration.

9.06 Where a Cabin Attendant originally declared fit for flight duty by the Company's Medical Officer is subsequently declared fit for duty under this procedure, she shall report for duty immediately thereafter or shall be considered to have resigned.

9.07 Where a Cabin Attendant originally declared fit for flight duty by the Company's Medical Officer is subsequently declared unfit for duty under the foregoing medical review procedure, she shall be treated as having been unfit for duty since the initial declaration.

9.08 **NON-PERIODIC PHYSICAL EXAMINATIONS**

Non-periodic physical examinations may be required by the Company and shall be conducted by the Company Medical Officer. The following shall apply to all such examinations:

- 1) The expense of the examination is to be borne by the Company.
- 2) The examination may not include tests or examinations for other than the reasons specified by the Company to the Cabin Attendant.
- 3) Should the Company's Medical Officer find other than the specified condition, he/she shall make all findings known to the Cabin Attendant and her personal physician prior to any declaration to the Company.

- 4) The Company's Medical Officer, upon completion of his/her examination will as soon as possible make a declaration of "fit for flight duty" or "unfit for flight duty". Such declaration shall be copied to the Cabin Attendant and ~~may~~ not contain personal medical information.
- 5) A Cabin Attendant shall not be required by the Company to undergo a non-periodic physical examination more than twice in one calendar year.
- 6) Any decision made as a result of such examination shall be subject to the medical review procedure set forth in Article 9 of this Collective Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

PREAMBLE: It is the desire of the parties to this Agreement that grievances be settled promptly. An employee who feels she has a grievance should first attempt to adjust it with an immediate supervisor. The employee may be accompanied by a union representative.

10.01 For the purposes of this Collective Agreement, the word grievance means all differences concerning company policies and the interpretation, application administration or alleged violation of the Collective Agreement.

10.02 Grievances under this article may be initiated by any employee, a group of employees or by the union, provided such grievance is filed within a period of thirty (30) days after the grievor or the Union would reasonably have knowledge of such grievance,

10.03 Where no satisfactory settlement is obtained through discussion with a supervisor, a grievance may be initiated by the Union in writing to the Director of In Flight Services through the following steps:

STEP 1 - The Manager of In Flight Services or her designated representative.

STEP 2 - The Director of In-flight Service or designate.

- 10.04** All grievances initiated must be signed by the **grievor** or the Union and specify in writing the following:
- (a)** The nature of the grievance and the circumstances or causes out of which it arose as ~~perceived by the~~ Cabin Attendant.
 - (b)** The remedy, or correction, that is requested to be made.
- 10.05** Where the procedure outlined in Section 10.03 have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 12 within thirty ~~(30)~~ calendar days ~~or~~ receipt of the Company's final decision, provided the grievance involves the Interpretation, ~~application~~ or alleged **violation** of the provisions of the agreement.
- 10.06** The following time limits shall apply to all steps specified in Section 10.03:
- (a)** A hearing shall be held within ten **(10)** days of receipt ~~by the~~ Company of ~~a~~ written notice of grievance.
 - (b)** Appeals must be lodged in writing within ten **(10)** days of receipt of ~~any~~ decision.
 - (c)** All decisions shall be rendered within ten **(10)** days of the hearing and shall be communicated in writing to the parties concerned, including ~~the~~ Union.
 - (d)** Time ~~limits~~ will be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing.
- 10.07** Any grievance decision not rendered by the Company within the relevant time limit (except where the time limits have been extended by mutual agreement), **shall** be automatically advanced to the next step. Any grievance decision not appealed by the **Union** with the relevant time limits (~~except~~ where the time limits have been extended by mutual agreement), shall be **final and binding on** the parties concerned.
- 10.08** All employees witnesses called by the Union shall be granted time off subject to ~~the~~ requirements of the service and shall be provided with space-available transportation to and from the hearing only along Company lines,

10.0s Upon request, the Company shall provide the Union and the Union in turn shall provide the Company with copies of all documents relevant to the grievance.

ARTICLE 11 DISCIPLINE AND DISCHARGE

11.01 Where disciplinary or discharge action is contemplated because an employee's behaviour is considered to constitute a threat to safety, fellow crew members, passengers and/or the company, or that her presence at work is unacceptable from a passenger service point of view, the employee may be held out of service without loss of pay for not more than seven (7) consecutive calendar days, for the sole purpose of conducting a thorough investigation.

11.02 During an interview between the company and the employee, and where disciplinary action is contemplated, the employee may request the presence of a union representative. Reasonable prior notice of such an interview will be given, informing the employee of the alleged ~~misde~~misdeanour(s) and of her right to have a union representative present.

11.03 Where disciplinary or discharge action is Contemplated, the employee shall be so informed prior to formal action being taken unless reasonable efforts to contact the employee are unsuccessful,

11.04 Where disciplinary action is considered necessary, the employee will be advised in writing of such disciplinary action, the reasons for the disciplinary action, and of her right to appeal by filing a grievance. Such notice will be copied to the Local Union President and the Component President at the Union Headquarters level.

11.05 An employee who has been disciplined or suspended pending discharge and who considers herself unjustly dealt with, may lodge a grievance through the Union within a period of ten (10) days of receipt of the company decision, exclusive of Saturdays, Sundays and Statutory Holidays. The grievance will be handled in accordance with the provisions of Articles 10.03 through 10.09, except that appeals involving suspension pending discharge will be initiated at Step II of the grievance procedure provided for in Article 10.03.

- 11.06** Implementation of a disciplinary suspension without pay shall be withheld until the internal appeal procedures requested in accordance with Article 11.05 have been concluded and shall be applied in the following manner.
- 11.06.01** Regular blockholders will not be paid for flights missed as a result of the suspension and the minimum monthly guarantee will not apply for that month. The maximum monthly limitation will be reduced only by the hours equivalent to the hours lost within the suspension period.
- 11.06.02** Where an employee is suspended while on reserve she will be removed from the payroll for the number of days involved and her minimum monthly guarantee and her maximum limitation will be reduced by three hours and forty-five minutes (3:45) for each day of suspension.
- 11.07** An employee suspended pending discharge will be discharged effective with the end of the appeal if there is no appeal or effective with the date of the last company decision of an appeal hearing.
- 11.08** Where the procedures outlined Article 11.05 have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 12.

ARTICLE 12 - ARBITRATION

- 12.01** Any dispute not settled in accordance with Article 10 and 11 may be submitted to an Arbitrator selected jointly by the parties. The party selecting arbitration will serve notice of intent to arbitrate within thirty (30) calendar days of the Company's decision and will submit the name of one (1) or more Arbitrators to the other party. If the parties are unable to agree on the choice of Arbitrator within fifteen (15) calendar days after notice of intent has been received, the Minister of Labour shall be requested to name the Arbitrator.
- 12.02** The Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement.
- 12.03** The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 12.04** The Arbitrator shall establish his own procedure consistent with the requirements of natural justice.

- 12.05** The Arbitrator shall make every effort to render a decision with the minimum delay and in no case more than thirty (30) calendar days from the date of the final hearing.
- 12.06** The Arbitrator shall, in the case of a grievance appeal, have authority to render any decision he considers just and equitable.
- 12.07.01** In the case of disciplinary or discharge appeals, the Arbitrator shall have the authority to determine whether the disciplinary action taken by the Company was for just and proper cause.
- 12.07.02** In the case of disciplinary or discharge appeals, the Arbitrator may uphold the company's final decision, fully exonerate and reinstate the appellant with pay for all time lost or render such other decision as he considers just and equitable.
- 12.07.03** In the case of an arbitration where the decision has been to reinstate the employee, any salary adjustment included in the decision will be paid to the employee within thirty (30) days or receipt of the decision.
- 12.08** A decision of the Arbitrator shall be final and binding on the Union, the Company and the employee involved.
- 12.09** Upon request, the Company shall provide the Union with copies of all documents relative to the case.
- 12.10** All employee witnesses called by the Arbitrator or the Union shall be granted time off subject to the requirements of the service and shall be provided with space-available transportation to and from the hearing along Company lines.
- 12.11** The compensation of the Arbitrator and the expenses incurred by him shall be borne equally by each party.
- 12.12** The provisions of Article 12 shall not in any way limit, restrict or abridge any rights or privileges accorded either party under the law.

ARTICLE 13 - PROBATION

- 13.01** A new Cabin Attendant will not be regarded as permanently employed until she has completed a six (6) month probationary period from date of hire as Cabin Attendant, subject to the provisions of Paragraph 13.03.

- 13.02** The Company reserves the **sole** right to make any decisions regarding the retention, discharge, transfer or disciplining of a probationary Cabin Attendant.
- 13.03** If a Cabin Attendant is absent from normal flying duties in excess of seven **(7)** consecutive days during her probationary period, the Company may extend her probationary period by an equivalent number of days.
- 13.04** A Cabin Attendant shall not be required to serve more than one **(1)** probationary **period** as a Cabin Attendant, save and except that if rehired after a period of over one **(1)** year, a Cabin Attendant may be required to serve a further probationary period.

ARTICLE 14 - SENIORITY GENERAL

- 14.01** Cabin Attendant **seniority** shall commence on the day after **successful** completion of the written exams at the end of initial ground training **and** shall **continue** to accrue during the Cabin Attendant's period of **service**.

Where more than one **(1)** Cabin Attendant's seniority commences on the same date, the order on the seniority list shall **be** determined by **training** marks on standardized written examinations. Where two Cabin Attendants achieve the same mark, the order of seniority shall be determined by lot.

Cabin Attendants that take the initial training and are surplus to requirements will be **temporary employees** as per Article 2.30 and shall be advised of this status.

- 14.02** Any Cabin Attendant who established a seniority commencement date in accordance with this agreement shall not lose that date except **as** provided in this agreement.
- 14.03** Seniority shall govern all Cabin Attendants in case of promotion and their retention **in** case of reduction in force, vacations, their assignment or reduction in schedules, their re-employment after release **due** to reduction in force and their choice of **vacancies** provided that the Cabin Attendants' qualifications are sufficient for the operation or assignment. In the **event** that a Cabin Attendant is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such a Cabin Attendant with written reason thereof and a copy of this letter shall be forwarded to the Component President **of** the Union.

- 14.04** Seniority of all Cabin Attendants shall be on system-wide basis.
- 14.05** Seniority shall not in any respect govern transfer to non-flying duty, supervisory duty or special assignment duty.
- 14.06** Any Cabin Attendant whose services with the Company are permanently severed (except in case of lay-offs), or who resigns or is dismissed for just and proper cause from the service of the Company, shall therefore forfeit all previously accrued seniority rights and the Cabin Attendant's name shall be removed from the seniority list.

ARTICLE 15 - CABIN ATTENDANT SYSTEM SENIORITY LIST

15.01 The Company shall establish and maintain a Cabln Attendant System Seniority List showing for each Cabin Attendant listed thereon:

- (a) Seniority Number
- (b) Name
- (c) status
- (d) Base
- (e) Date of Employment as a Cabin Attendant

15.02 **SENIORITY LIST**

(a) **Initial Posting**

Prior to February 1st in each year the Company shall post at each Base a copy of the Cabin Attendant System Seniority List indicating the respective seniority of each Cabin Attendant as of January 1st.

(b) **Protests**

Prior to March 1st in each year, a Cabin Attendant may protest in writing to the Director of In-Flight Services and Component President of the Union in respect of any purported error or omission affecting her seniority as reflected In the Cabln Attendant System Seniority list posted for such year.

(c) **Revised List**

Prior to April 1st, the Company shall post the revised Cabin Attendant System Seniority list indicating any changes resulting from any protest found to be valid.

(d) **Protests**

Prior to May 1st, any Cabin Attendant whose seniority was affected by any change made to the initial Cabin Attendant System Seniority List may protest in writing to the Director of In-Flight Services with a copy to the Component President of the Union.

(e) **Final List**

Prior to June 1st, the Company shall post the Final Cabin Attendant Seniority as of January 1st of that year.

15.03 The Cabin Attendant System Seniority List will subsequently be divided into Base Seniority Lists for use at each Base.

15.04 A Cabin Attendant promoted to supervisory duty in accordance with Article 16 shall retain seniority status in accordance with the provisions thereof.

ARTICLE 16 - TRANSFER TO SUPERVISORY POSITIONS

16.01 (a) Selection of Cabin Attendants for supervisory positions shall be at the discretion of the Company except where more than one Cabin Attendant are deemed equally qualified by the Company, then the more senior shall have preference.

(b) A Cabin Attendant transferred to a supervisory position shall retain and continue to accrue seniority, including seniority for pay progression, for a period of twelve (12) months. At the expiration of this initial twelve (12) month period, a Cabin Attendant shall retain all seniority accrued to this date for a further six (6) months. At the expiration of the eighteen (18) month period, her name shall be removed from the seniority list. If an employee returns to the scope of this Agreement from a position outside the scope of this Agreement, where seniority was accrued and maintained, her name shall be removed from the seniority list if she subsequently again transfers outside the scope of this Agreement.

16.02 (a) All special assignments shall be posted at least seven (7) days prior to commencement or as soon as it is known that an assignment is available, and advice of available assignments shall be provided to the Union.

(b) Special assignments shall be defined as any temporary or permanent position(s) of seven (7) days or more which are available to Cabin Attendants. A special assignment Cabin Attendant may remain in that position for one (1) year only and can not re-apply for a special assignment until twelve (12) months of active on-line duty have been completed. Special assignments for training may be of a two (2) year duration.

16.03 When a Cabin Attendant is transferred to a non-flying or supervisory position on account of sickness or injury, she shall retain and accrue seniority per Article 8.09.

ARTICLE 17 - REDUCTION IN FORCES - LAY-OFF AND RECALL

17.01 Cabin Attendants shall be notified in writing as far in advance as possible of any reduction in force but in no case less than fifteen (15) days prior to such reduction, except where the provisions of Article 18, Operational Disruption, apply. Nothing in this paragraph shall be deemed to require any notice when a Cabin Attendant is summarily dismissed for cause. Layoff notice shall be copied to the Union.

17.02 When it is necessary to decrease Cabin Attendant staff at base, Cabin Attendants shall be laid off in reverse order of seniority. A laid off Cabin Attendant may replace the most junior Cabin Attendant on the Cabin Attendant system seniority list provided she advises the Company by registered mail or telegram, with a copy to the Union, within seven (7) days of receipt of her lay-off notice. Where an employee elects not to transfer she shall be placed on laid off status at her base subject to all provisions of this article.

17.03 Cabin Attendants who have been laid off shall file their address by registered mail to the In-Flight Service Department and Operations, with a copy to the Union, and shall thereafter promptly advise the Company of any changes of address.

17.04 Recalls will be made in order of seniority, by notice sent by registered mail or telegram, with copy to the Union. The Cabin Attendant concerned shall advise the Company within seven (7) days of receiving notice, of her intention to return and shall confirm this decision in writing.

Where a Cabin Attendant refuses recall to her base or if she fails to report within fifteen (15) days (or such longer period as may be mutually agreed upon) of receiving notice of recall, she shall be deemed to have resigned without notice. Where a Cabin Attendant misses this deadline but provides a reasonable explanation, the deadline will be extended.

An employee may decline a recall to base other than her own and remain on laid-off status subject to the provisions in this article.

17.05 If during the time of lay-off vacancies exist at another Base, they will be posted and filled in accordance with Article 19.

17.06

Cabin Attendants on laid-off status shall continue to accrue seniority to a maximum of five (5) years from the date of lay-off, except for purposes of vacation credits, sick leave credits and pay progressions.

ARTICLE 18 - OPERATIONAL DISRUPTIONS

18.01 PREAMBLE

The parties agree that it is normally in the mutual best interest of the Company and employees to provide for the maintenance of regular operations of the Company during periods of disruption. Accordingly, the provisions contained herein are intended to provide administrative and technical procedures which will be implemented in the event the Company is involved in Operational Disruption for reasons outlined in Section 18.02.

18.02 DEFINITION

An Operational Disruption is a situation where the operations of the Company are reduced and/or suspended for reasons beyond the Company's control, such as an act of God, or by a work stoppage whether internal or external directly affecting the operation.

18.03 In the event of an Operational Disruption, the Company may place Cabin Attendants surplus to requirements at any Base on 'Off Duty Status' in reverse order of seniority.

18.04 OFF DUTY STATUS

- (a) The Company will consult with the Union in advance of placing any employee on Off Duty Status.
 - (i) Where the Company places Cabin Attendants on Off Duty Status under the provisions of this Article, a minimum of forty-eight (48) hours advance notice shall be provided to each employee placed on Off Duty Status.
 - (ii) The effective date of Off Duty Status will not be earlier than the effective date of the Operational Disruption.
 - (iii) Notice may be provided verbally and confirmed later in writing.
 - (iv) Where the Company is unable to contact an employee at his home address to provide this notice, notice will be provided by telegram.
- (b) Once notified, Cabin Attendants shall be placed on Off Duty Status as follows:

- (i) At 0001 hours after ~~legal~~ rest on arrival at Home Base if on duty away from Home Base and notified prior to departure or at layover point.
- (ii) At 0001 hours on the ~~calendar~~ day after the forty-eight (48) hours notice has expired.
- (iii) At 0001 hours on the day the termination of a scheduled vacation period if notified prior to or during vacation.
- (iv) Where notice has been received and has expired prior to the effective date of ~~the~~ Operational Disruption, the employee so affected will remain on the payroll twenty-four (24) hours following the effective date of the Operational Disruption or twenty-four (24) hours after ~~termination~~ of legal crew ~~rest~~, whichever is later.
- (c) Once Off Duty Status is implemented, the following conditions shall be applicable:
 - (i) Sickness: Sick Leave credits will not apply.
 - (ii) Vacation: Flight Attendants will be returned to the payroll for scheduled vacation.
 - (iii) Vacations and General Holidays ~~accumulation shall continue~~ during Off Duty Status.
 - (iv) Insurance and Pension Premiums: The Company will maintain ~~its~~ share of pension and insurance premiums and ~~will~~ also maintain the applicable employee share. The employee share will be subject to ~~reimbursement~~ by payroll deduction following the employee's return to the payroll. For purposes of calculating ~~benefit~~ premiums during ~~the~~ employee's absence from payroll, average ~~earnings~~ from the three (3) months preceding Off Duty Status shall ~~be~~ used.
 - (v) Seniority: Cabin Attendants on Off Duty Status ~~shall~~ continue to accrue seniority.
 - (vi) Point of Contact: Cabin Attendants on Off Duty ~~Status~~ must ~~advise~~ the Company of a current point ~~of~~ contact.

18.05 **RESUMPTION OF OPERATIONS**

- (a) Recall from Off Duty Status shall be in order of Cabin Attendant seniority base, on the basis of operational requirements. Cabin Attendants shall be contacted verbally at their last available point of contact and advised of their recall. If no contact can be made, notice by telegram will be ~~sent~~.
- (b) Employees will be placed back ~~on~~ the payroll ~~as~~ of the date of normal resumption of operation if they are available on that day.
- (c) Employees who cannot be contacted under the terms of paragraph 5 (a) above, will be placed back on the payroll at 0001 hours following ~~the~~ date of contact, or earlier if they are available to pick up their block flight on the date of contact.
- (d) Cabin Attendants are expected to report for duty ~~within~~ forty-eight (48) hours or resumption of operation. Cabin Attendants who do not report within forty-eight (48) hours from the time of notification may be required to substantiate their late reporting.
- (e) The proration chart (B4.01(a)) shall be used to determine Cabin Attendants minimum monthly guarantee for any partial month.

18.06 **LONG TERM BLOCK DISRUPTION**

In the event that any Operational Disruption continues or appears to be likely to continue in ~~excess~~ of ~~fifteen~~ (15) days, the Company and ~~the~~ Union shall review the desirability of implementing the provisions of Article 17, Reduction in Forces and Lay-Off and Recall.

NOTE: In the event the Operational Disruption is only partial (i.e. where the Company's operations are reduced rather than suspended entirely) Flight Operations will notify the Union's scheduling Committee of the estimated duration of the ~~partial Operational~~ Disruption and of crew requirements for the period in question. The Scheduling Committee will prepare blocks to cover the period, observing all applicable provisions of ~~the~~ Block Rules. At the resumption of normal and regular operations, the Scheduling Committee ~~will~~ submit new blocks ~~covering~~ regular scheduled flights.

ARTICLE 19 - FILLING OF VACANCIES

19.01 **Assignments to a Base** shall be classified as permanent or temporary. A temporary assignment will not exceed three (3) months.

All vacancies will be posted in the bulletin book.

19.02 The filling of vacancies at a specified Base shall be governed by the following priorities:

- (a) Recall of cabin Attendants holding "laid-off" status at the specified Base;
- (b) **Acting** on Statements of Preference for Base transfer;
- (c) Transfer of Cabin Attendants **surplus to requirements**;
- (d) Assignments of graduates from a training **class**.

19.03 Cabin Attendants who desire a base transfer shall keep a statement of preference on file with the company **stating the base(s)** in order of preference to which they desire to transfer. The **Company will** acknowledge receipt of the statement of preference.

19.04 A Statement of Preference may be **withdrawn** and may be subsequently reinstated in the same manner **as** outlined above.

19.05 Cabin Attendants shall be contacted by telephone or in person to provide **them** the opportunity to accept or refuse the assignment to another base.

19.06 Vacancies in positions which continue for a **period** of three (3) months or less will be considered as temporary vacancies. Such vacancies will be filled as outlined in this article. Should the position remain in effect **after** three (3) months, it shall be subject to the rules governing permanent **assignment**.

19.07 Cabin Attendants shall be allowed a reasonable period between the time **they** are relieved of their duties and the time they are required to report at the new location. Such time shall be established in advance having regard to **the** means of travel.

19.08 Cabin Attendant shall be notified in **writing** when their statement of preference has been **actioned** with a copy to the **Union**. A list of transfers shall be posted for the Cabin Attendants.

- 19.09** All Cabin Attendants who file Statements of Preference for a particular Base shall be notified in writing of the name of the successful bidder, a copy of which shall be sent to the Component President of the Union at each base.
- 19.10** When no statement of Preference are on file or are received at the time the vacancy occurs, the Company may ask for Cabin Attendants willing to accept the position or assign the most junior Cabin Attendant qualified.
- 19.11** **Positions** at newly established Bases shall be bulletined as far in advance as is practicable at all stations where Cabin Attendants are based. Such bulletins shall state whether the position is expected to be permanent or temporary, the expected date of commencement of operations, the classification and qualifications expected to be used. The number of vacancies to be filled, the Base station and a reasonable deadline date after which bids will not be accepted; provide, however, that such date shall not be less than ten (10) days after the bulletining of such vacancies.

ARTICLE 20 - GENERAL

- 20.01** The Company will provide each Cabin Attendant with a copy of this Agreement within sixty (60) days of signing. The cost of producing the agreement will be shared equally between the Company and the Union. The size and method of producing the Agreement shall be agreed to by the Company and the Union.
- 20.02** In this agreement, unless otherwise specifically stated, the feminine shall include the masculine and the singular shall include the plural.
- 20.03** All orders to a Cabin Attendant involving a change in location or assignment, promotion, or leave of absence shall be made in writing and copied to the Union.
- 20.04** **PERSONAL FILE**
- The Company shall maintain a personal file for each Cabin Attendant with a section containing all documents related to her employment performance. Upon request, the Cabin Attendant may review this section of her personal file with local management; Passenger complaints and letter of reprimand shall be removed from the personal file after one (1) year. Any letters or comments which involve any loss of wages or benefits and which may be used in discipline, must be copied to the employee and the Union.

20.05 REST FACILITIES

The following facilities will be provided for crew rest:

- 3 1/2 to 5 hours · Adequate lounge for on-duty flight crew only or a hotel day room with two Cabin Attendants per room.
- 5 + hours · Hotel day room for each Cabin Attendant at her request.
- More than 9 hours · Single hotel room

20.05.01 Two Cabin Attendants per hotel room will not be permitted if the Cabin Attendants are not of the same sex or if any part of the layover falls between 2400 and 0600.

20.05.02 No Cabin Attendant shall be required to remain alone in a crew lounge between 2300 and 0600 without regular observation or adequate security.

20.05.03 The Company will provide Cabin Attendants with single accommodation at lay-over stations that is adequate and comparable to that afforded to other crew members.

20.05.04 The Company will provide rooms on the second floor or higher and without outside access at layover hotels where this is possible.

20.05.05 Hotel Standards

An Accommodation Review Committee with a representative from the Company and the Union shall continue to monitor accommodation available to cabin attendants, make recommendations on hotel standards, selection, and future alternatives.

NOTE Whenever practical the hotel should have adequate eating facilities or eating facilities within 10 minutes of the hotel.

When any significant standard of accommodating is reported in writing by Accommodation Committee representatives, the Company shall, within seven (7) days, investigate the situation and take appropriate action.

The parties agree to re-write hotel standards to include parameters for location of hotels vis a vis restaurants and downtown.

20.06 **HOSTAGE INTERNMENT**

- (a) A Cabin Attendant who while engaged in Company business becomes or is reported interned or missing, or is held hostage, shall be paid her regular salary which shall be her average monthly salary over the preceding three (3) month period.
- (b) This monthly compensation shall be credited to the Cabin Attendant's account and shall be disbursed in accordance with a written directive from the Cabin Attendant. Each Cabin Attendant shall execute such a directive on a form to be mutually agreed on between the Union and the Company.
- (c) A Cabin Attendant shall not lose any pay as a result of the unlawful seizure of any aircraft to which she was assigned on either an operational or deadhead basis.

20.07 The Union may post notices of meetings upon the regular Company bulletin boards wherever Union members are based.

20.08 **DEDUCTION OF UNION DUES**

The Company shall deduct on the payroll for the first period of every month from wages due and payable to each Cabin Attendant coming within scope of this agreement an amount equivalent to monthly Union dues in such amount as may be decided by the Union from time to time subject to the conditions set forth hereunder.

- (a) Membership in the Union shall be available to any Cabin Attendant eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion, age, sex (including pregnancy and child birth) marital/family status, disability, conviction for which a pardon has been granted, sexual orientation or same sex family unit.
- (b) Deduction shall commence on the payroll for the first pay period of the calendar month following completion of thirty (30) consecutive days of service under this agreement,

- (c) If wages of a Cabin Attendant payable on the payroll for the first pay period of any month are insufficient to permit deduction of the full amount of dues, no such deduction shall be made from the wages of such Cabin Attendant by the Company in such month. The Company shall not, because the Cabin Attendant does not have sufficient wages payable to her on the designated payroll, carry forward and deduct from any subsequent wages any dues not deducted in an earlier month.
- (d) Only payroll deductions now or hereafter required by law deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wage prior to the deductions of dues.
- (e) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company not later than thirty (30) calendar days following the pay periods in which deductions are made. The statement of dues deductions from individuals will list the following: pay period, employee's name, social insurance number or clock number, gross earnings, dues deducted.
- lf) The Company shall not be responsible financially or otherwise either to the Union or to any Cabin Attendants for any failure to make deductions or for making improper or inaccurate deductions or remittances. Where an error occurs in the amount of any deduction of dues from a Cabin Attendant's wages, the Company shall adjust it directly with the Cabin Attendant. In the event of any mistake by the Company in the amount of remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article 20 shall terminate at the time it remits the amounts payable to the Union.
- (g) The question of what, if any compensation shall be paid the Company by the Union in recognition of services performed under this Article 20 shall be left In abeyance subject to the reconsideration at the request of either party after fifteen (15) calendar days notice in writing.

(h) In the event of any action at law against the parties hereto **resulting** from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article 20, both parties shall co-operate fully in the defence of such action. Each party shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel **fees** are incurred, these shall be borne by the Union. **Save** as aforesaid, the Union shall indemnify and save harmless the Company from any **losses**, damages, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions **from** payrolls.

20.10 Cabin Attendants will not be required to pay for the loss or damage of Company manuals, bar money and other Company properties including luggage and **uniform** items entrusted to their care when such **loss** or damage occurs while on duty due to circumstances beyond the Cabin Attendants reasonable control, and in such circumstances will not be subject to discipline.

20.11 **HEALTH AND SAFETY**

20.11.01 The Company and the Union agree to **promote** and encourage safety practices that will ensure the safety and health of all Cabin Attendants. Accordingly, the Company [including **the** System Manager, In-Flight Service as necessary) agrees to recognize and meet with **the** appointed **Chairperson(s)** of the Union Health and Safety Committee, whenever requested by either party. To institute means of improving Cabin Attendant health and safety.

20.11.02 The Company agrees to meet with the **Chairperson(s)** of the Health and Safety Committee at a prearranged time every month to discuss current health and safety concerns on file by the Union and the Company.

20.11.03 The **Union** Health and Safety **Chairperson(s)** shall **be released from** flying at Company cost, for all duties and meetings performed as required by section 135 of the "Canada Labour Code, Part II".

Where extemporaneous meetings are necessary, the Health and Safety Chairperson will provide the Company with as much notice as possible.

20.11.04 The Company agrees to provide the Union Health and Safety **Chairperson(s)** with all written reports regarding Cabin Attendant health and safety concerns.

20.11.05 The Company agrees to support education or information seminars for Cabin Attendants.

20.12 In the event that the Company changes ownership, merges with another Company or in any way changes its Corporate identity, this agreement will remain in full force and effect and the certificate issued by the Canada Labour Relations Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to the protection of employee seniority and other conditions of this agreement. Failing settlement provisions of the Canada Labour Code, Part V will apply.

20.13 Should a new type of aircraft be put into service by the Company, conferences may be initiated by either party for the purposes of discussing the requirements of such new equipment. Conferences shall begin within thirty (30) days following request by either party, unless mutually agreed.

20.14 The Company agrees to pay the full cost of airport parking for Cabin Attendants.

20.15 **EMPLOYEE INTRODUCTION TO UNION**

The Component President of the Union or her designated alternate will be provided time to address new employees during their initial training program in order to cover the following topics: Introduction to Union officers with whom the employees will be coming in contact and to the Collective Agreement; objectives of the Union's constitution; outline of the Union's structure and history; the Rand formula and dues check-off; the role of the Union in the application of the Collective Agreement; Government legislation applicable to Union operation; question and answer period. The presentation will be scheduled in advance by the Training department to occur after completion of the technical training and with a two (2) hour limit.

20.16 **INFORMATION FOR THE UNION**

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

- **Copies** of change of address received from employees on a monthly basis;
- Monthly list of current requests for base transfer;
- **Copies** of bid awards;
- Copies of vacation awards;
- Copies of updated System and Base Seniority Lists whenever such updates are completed;
- Access to copies of cabin **personnel** over-projection and under minimum monthly guarantee **on** a monthly basis;
- Access to the monthly record of ail awards or assignments to open flights;
Monthly report of Cabin Personnel status **re: Leave of Absence - Sick Leave** (Short and Long **Term** Disability), attached to blocking information.
- Draft **list**
- Base vacancies
- Special assignment awards
- Month end update of short term **Leaves of Absence**.

ARTICLE 21 - PARTIAL INVALIDITY

21.01 Should any Article or any provisions **or** part of this agreement be void by reason of being contrary to law, **the** remainder of **this** agreement **shall** not be affected thereby.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 This confirms the Company's commitment that Cabin Attendants shall not be deprived of any benefits Made available to them as of July 1, 1988.

22.02 The Company shall continue and maintain the benefits as outlined in the employees benefits guida which forms part of this agreement.

The Company may change insurance underwriters providing there is no change in the benefits.

A vision care plan shall be included in the benefits.

Changes to the coverage can only be made by mutual agreement.

22.03 The Company shall assume 75% of the cost of the premiums for the benefits in 22.02.

22.04 The benefits premiums and coverage will be based on eighty (80) hours at the Purser rate.

22.05 Cabin Attendants have income protection through the Workers' Compensation Board for those who ara injured in the performance of their job. The parties agree to process the claims as quickly as possible to avoid any delay in the commencement of payments.

Providing the terms and conditions of the plans are met and the Cabin Attendant qualifies for the benefit, if there is any delay in commencement of payments the Company will pay the Cabin Attendant the anticipated benefit until the benefit commences. The Cabin Attendant shall reimburse the Company for the full amount upon receipt of the delayed payments.



ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall become effective September 01, 1994 and, shall continue in full force and effect until midnight August 31, 1996 subject to variation by mutual agreement in writing between the parties.

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

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the _____ day of _____, 199__ at London, Ontario.

FOR AIR ONTARIO INC.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING NO. 1

It is agreed that the Company will provide CUPE representative(s) and Air Ontario Union officers free, space available transportation on company flights for purposes directly associated with Air Ontario Cabin Attendants. Where meetings are with the Company, this transportation will be confirmed space. All travel will be in accordance with company policy for free and reduced rate travel.

LETTER OF UNDERSTANDING NO. 2

UNION/COMPANY INFORM _____

The Parties to this Collective Agreement recognize that regular informal meetings between the Company and the Union are essential to the maintenance of good employee/employer relations and the establishment of mutual confidence and trust.

The parties agree to hold regular informal Union/Management meetings to improve communications and deal with problems, complaints and matters of potential conflict under the following provisions:

1. Quarterly meetings, or more frequent if necessary, shall be held and chaired alternatively by the Company and the Union. The meetings may be attended by the Component President and one representative from each base. Costs, including flight releases, associated with these meetings will be paid by the Company in accordance with article 8.03.02.
2. Topics for discussion shall not include matters submitted to the grievance or arbitration in accordance with the applicable provisions of the Agreement, except with the mutual consent of the Parties. It is hereby mutually agreed by the Company and the Union that any such discussion undertaken with respect to any grievance or arbitration shall be deemed to be "without prejudice" to either Party.
3. Suggested agenda topics will be submitted to the Chairperson at least one (1) week prior to the meeting. A finalized agenda will be provided at the earliest opportunity to both Parties to allow each to prepare for the necessary discussion(s). By mutual agreement, additional topics may be added to any agenda at any time.

4. That each Party in turn record minutes to be summarized and circulated for approval before adoption and signature.
5. That any costs incurred In turn record **minutes** to be summarized and **circulated** for approval before adoption and signature.
6. The terms and conditions of this Letter of Understanding may be revised at any time **by mutual agreement between the Parties**.

LETTER OF UNDERSTANDING NO. 3

BILINGUAL FLIGHT COVERAGE

The parties to this Letter are committed to improving the flight attendants' ability to offer **service** in both of Canada's official languages. To achieve this, the **parties** agree that:

1. To determine the appropriate language training a flight attendant must have **the** level of proficiency in both of Canada's official **languages** tested. As well, an acceptable level of proficiency would be required to be considered bilingual. The **manner** of testing this proficiency shall be agreed to between the **parties** and will be made available to **all** flight attendants who request testing. The Company will pay the cost of testing.
2. The Company agrees to **provide** a French language program to enable all flight attendants the opportunity to attain bilingual status. The cost of the language training tuition and course **materials** will be borne **by** the Company. The Company may cease **training** on any flight attendant who does not maintain acceptable attendance at the training or who fails to achieve the appropriate level of proficiency at any **stage** of the **training**. Any cessation of training and/or failure will not be subject to disciplinary action other than the Company right to cease training.
3. Each flight attendant **enroled** in the language program will have **two days** designated by "**L**" in their block for training. These days **shall be** In addition to guaranteed days off and will receive no flight credits.' In the case of reserve flight attendants two reserve days shall be designated "**L**". No flight attendant shall be drafted on these days unless all other **draft** procedures have been utilized.

4. Where a bilingual flight attendant operates a flight, she will make all announcements and offer passenger services in both official languages.
5. Should the Company establish a new base requiring a level of bilingual flight coverage, the Company and Union will meet within 30 days of the notice from the Company to establish the requirements for the new base.
6. Should an adequate number of flight attendants become proficient in both languages, the Company and the Union may, by mutual agreement, develop rules to ensure bilingual coverage on specific flights.

LETTER OF UNDERSTANDING NO. 4

REDUCED BLOCKS

The Company will determine the number of reduced blocks that may be built in any bid period.

Cabin Attendants desiring reduced blocks shall make their request to the Company (30) days prior to the month they wish the reduced block specifying the number of hours they request to be blocked to,

A reduced block may only be constructed between 35 and 75 hours.

LETTER OF UNDERSTANDING NO. 5

PENSION

L5.01 The Company shall maintain the money purchase plan, including contribution levels, in effect at signing of this agreement.

L5.02 The Company agrees to meet with the Union appointed representatives every 6 months. in order to review the plan and recommend necessary changes.

LETTER OF UNDERSTANDING NO. 6

IN-FLIGHT COORDINATOR CLASSIFICATION

- L6.01** The Company will create a new bargaining unit classification which known as In-Flight Coordinator. Responsibilities may include recommending but not implementing discipline.
- L6.02** The provisions of the agreement will apply to this position.
- L6.03** Vacancies in this position will be filled in accordance with the Provisions of the agreement.
- L6.04** The pay rate for this position will be ten percent (10%) above the top Purser rate calculated on eighty-five (85) hours of flying per month.
- L6.05** An In-Flight Coordinator may remain in that position for eighteen (18) months only and cannot re-apply for the position until she has completed one (1) year of active on-line duty.

LETTER OF UNDERSTANDING NO. 7

MANAGEMENT FLYING

PREAMBLE In order to maintain familiarity with service requirements, the Parties agree that the Director or Manager of In-Flight Services, or any In-Flight Supervisors may perform flying duties on the following basis:

- L7.01** Any such flying will be limited to a maximum aggregate of one hour for each two (2) Cabin Attendants in the bargaining unit.

Such flying shall not be used for the purpose of performance review and/or discipline.

- L7.02** Flying will be available on the following priority and manner:
- (a) Any open flying not requested by Cabin- Attendants;
 - (b) Displacement- that is, any Cabin Attendant displaced as a result of this flying will have ~~all~~ her earnings protected.
 - (c) A Cabin Attendant displaced for this reason shall not be assigned to any other flight.
- L7.03** The provisions regarding working conditions set out in the collective agreement will apply.

LETTER OF UNDERSTANDING NO. 8

TORONTO AREA AIRPORTS

- L8.01** For the purpose of ~~this~~ agreement, the ~~definition~~ of base as used throughout the agreement shall mean the airport to which a flight attendant is permanently assigned.
- L8.02** The airports, Lester B. Pearson International and Toronto Island, shall be deemed the same domicile.
- L8.03** Flight attendants who transfer ~~or~~ are assigned between these airports will be deemed to have not changed ~~domicile~~ and will not be entitled to the provisions of Article 5.05 (travelling and moving expenses).
- L8.04** Nothing in the agreement shall prohibit a Toronto domiciled flight attendant from being assigned to flights out of another Toronto area airport providing the check-in/check-out is at the base airport and ~~incorporated~~ the following:
- 75 minute check-in at base airport prior to departure from another airport
 - 45 minute check-out at base airport after arrival at other airport

- L8.05** The company will provide transportation to and from the base airport and ~~the~~ other airport.
- L8.06** Notwithstanding the provisions of .04 and .05, the flight attendant may use her own ~~transportation~~ and report directly to the airport to which she is assigned in accordance with Article 2.08.
- Prior approval to utilize own transportation is required and once approved, the company will reimburse the flight attendant for the ~~mileage~~ between the airports which is km at ~~the~~ rate ~~in~~ Article 5.03(c).
- L8.07** The ~~training~~ facilities in Toronto will be deemed to be common to both Toronto area airports.

LETTER OF UNDERSTANDING NO. 9

PARTIAL RESERVE BLOCK

The Company commits to working with the Union to develop ~~rules/regulations~~ governing the building of ~~partial~~ reserve blocks.

LETTER OF UNDERSTANDING NO. 10

PAY PROTECTION - AIRCRAFT ACCIDENT

L10.01 This letter confirms the Company's commitment to provide financial **assistance** to Cabin Attendants who are unable to fulfil the responsibilities associated with the job because of **injuries** sustained in an aircraft accident (catastrophic) while performing flight duties on board a Company operated aircraft.

The Company will file a **WCB** claim at the time of the incident but formally request that no action be taken by **WCB** unless requested by the employee. This **claim** will be opened to ensure that the employee rights are safeguarded and that the Air Ontario meets its **legal** obligations.

The Company agrees to protect the wages and benefits of such an employee for a three **(3)** year assessment period after the accident. Wages and benefits are to be based on her average earnings over the last three **(3)** months worked prior to the accident and without deduction **from** the employee's sick leave bank.

The Company commits to working with the employee, third party professionals and **CUPE** to assist this employee in returning to a meaningful and productive lifestyle. It is anticipated that co-operative action by all concerned will result in an appropriate course of action being developed.

The Cabin Attendant who is unable to work because of an aircraft accident shall continue to retain and accrue seniority throughout **this** period **for** the purpose of pay increments, vacation entitlement and system seniority.

After the three year assessment period, should the employee still be unable to return to meaningful employment the file **will** be referred to **WCB**. During this further period the Company agrees to protect the employee's wages and benefits.

The Cabin Attendant shall maintain all pass privileges for the period that she remains on Company benefits. The Company shall provide positive space transportation should she be required to travel from her home on company business directly **associated** with the aircraft accident.

LETTER OF UNDERSTANDING NO. 11

MEMORANDUM OF UNDERSTANDING

Both parties agree to work together to ensure a smooth transition from Block Building being done by the scheduling committee to Block Building being done by Crew Planning.

During the transition period the Union will designate two representatives to oversee the Block Building process to ensure Union parameters are consistently followed.

The transition period will take place from date contract is signed.

All problems will be addressed and resolved during this transition period.

LETTER OF UNDERSTANDING NO, 12

AIRCRAFT GROOMING

The Company acknowledges the need for support and assistance in the area of cabin grooming, and will investigate all reasonable alternatives to accomplish the company's requirement for a clean cabin.

At Non- Air Canada Stations, ramp personnel will come onboard and remove garbage.

LETTER OF UNDERSTANDING NO. 13

Preamble: Both the Company proposal and Union proposal on reserve will be used for a two (2) months trial period each and then an assessment will be conducted.

UNION PROPOSAL

- .01** Reserve Blockholders shall be assigned to cover all open flights in accordance with Article B7.
- .02** A Reserve Blockholder is limited to a maximum of 18 consecutive hours of duty, including flight duty, except where the reserve blockholder has been released from all duty for 6 hours during that day.
- .03** Flying shall be assigned to the Cabin Attendant with the lowest accumulated time on call at the time.
- .04** A Reserve Blockholder assigned to a Right shall be released from reserve duty should the assignment occur more than four (4) hours prior to check-in, then the Cabin Attendant will be required to contact crew scheduling four (4) hours prior to departure to confirm the assignment. No such call shall be necessary between 2300 and 0500.
- .05** A flight assignment made to a Reserve Blockholder may subsequently be changed by Flight Operations.
- .06** Where a Reserve Blockholder in a month end changeover from one (1) Reserve Block to another is scheduled on reserve duty in excess of six (6) consecutive days, one (1) single Guaranteed Day Off will be scheduled before the seventh (7) consecutive day of reserve duty. Cabin Attendants will be notified of the Scheduled Guaranteed Day Off after the completion of the Block awards.
- .07** A Cabin Attendant on reserve duty shall be given not less than two (2) hours notice to report for duty. This provision shall in no way deter a Cabin Attendant from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner.
- .08** At least two (2) Company calls for reserve duty will be made to a Reserve Blockholder if necessary and these calls shall be a minimum of ten (10) minutes apart.

- .09** A Reserve Blockholder shall at no time be held at the airport for more than two (2) hours without assignment to a flight. She may be assigned to a flight which departs during or after the two hour (2) period and if no assignment is made, she shall be released for crew rest. The duty period for pay and limitation purposes shall end at release time.

COMPANY PROPOSAL:

- .01** Reserve duty shall consist of either one, but not both, of two (2) reserve periods scheduled as follows:

"A" from 0430 to 1900
"B" from 1100 to 2359

The scheduled times of the "A" and "B" reserve duty periods may be changed by agreement between the Company and the Union.

- (a)** All Reserve Blockholders will be considered to be on "A" reserve.
- (b)** Reserve Blockholders wishing to be assigned "B" reserve will advise Crew Scheduling no later than 1600 hours the day before. Crew Scheduling will award its requirement of "E" reserve duty periods in order of seniority to those Reserve Blockholders having requested it by 1900 hours the day before. If an insufficient number of Reserve Blockholders request "B" reserve, then Crew Scheduling will assign "B" reserve in reverse order of seniority no later than 1900 hours the day before.
- (c)** In the event that all "B" reserve has been used and if the Company contacts the Reserve Blockholder prior to 1500 the "A" reserve blockholder can be extended by two (2) hours.

- .02** A Reserve Blockholder shall be considered on call at all times during his/her reserve duty period and must give Crew Scheduling the current point of contact (telephone or pager number).
- .03** Flying shall be assigned to Cabin Attendants with the lowest accumulated time on call at the time.
- .04** A Reserve Blockholder assigned to a flight shall be released from reserve duty should the assignment occur more than four (4) hours prior to check-in, then the Cabin Attendant will be required to contact Crew Scheduling four (4) hours prior to departure to confirm the assignment.

- .05** A flight assignment made to a Reserve Blockholder may subsequently ~~be~~ changed ~~by~~ Flight Operations..
- .06** Where a Reserve Blockholder in a month end changeover from one (1) ReserveBlock to another is scheduled on reserve duty in ~~excess~~ of six (6) consecutive ~~days~~, one (1) single Guaranteed Day Off will be scheduled before the seventh (7) ~~consecutive day~~ of reservedeay. Cabin Attendants will be notified of the Scheduled Guaranteed Day Off after the ~~completion~~ of the Block awards.
- .07** A Cabin Attendant on reserve duty ~~shall~~ be given not less than two (2) hours notice to report for duty. This provision shall In no way deter a Cabin Attendant from reporting for duty in less than two (2) hours ~~if~~ the flight is scheduled to depart sooner.
- .08** At least two (2) Company calls for reserveduty will be made to a Reserve Blockholder if necessary and these calls shall be a ~~minimum~~ of ten (10) minutes apart.
- .09** A Reserve Blockholdershall at no time be held at the airport ~~for~~ more than two (2) hours without assignment to a flight. She ~~may be~~ assigned to a flight which departs during or after the two hour (2) ~~period~~ and if no assignment is made, she shall be releasedfor crew rest. The duty period for pay and limitation purposes ~~shall~~ end at release time.

ARTICLE B1 - BLOCK RULES

B1.01 **Objectives**

The fundamental objectives of the Block Rules are as follows:

- (a) To provide an orderly method of flight assignment consistent with the principles of seniority.
- (b) To Provide Cabin Attendants with the rest and relaxation required for the performance of their duties.
- (c) To provide coverage for all flights in a direct and efficient manner.
- (d) These rules envision that Cabin Personnel will have the necessary classification qualifications to operate the block flight or reserve duty to which their seniority entitled them.

B1.02 The Company agrees to consult with Union representatives in the preparation of Cabin Attendant pairings provided this consultation does not delay the finalization of the pairings.

ARTICLE B2 - REGULATIONS GOVERNING SCHEDULING

B2.01 A regular block, to be legal, must be built between 75 and 85 hours credited flight time. The Company shall specify for each month the average number of hours per block at each base except as otherwise agreed.

B2.02 Overlap flights will be included in the blocks but are subject to change. All changes shall be published in the blocks for the following month and shall only be considered as scheduled flights after block publication (25th of the month). All changes will be consistent with B5.05.01.

- B2.03** All Blocks will indicate Guaranteed Days Off in periods of not less than forty eight (48) hours duration.
- EXCEPTION: A Cabin Attendant may bid any days off in periods of 24 hours.
- Regular Blockholders shall receive a minimum of ten (10) G.D.O.'s per month. Reserve Blockholders shall receive a minimum of twelve (12) G.D.O.'s per month.
- Where a Cabin Attendant is scheduled to return to or leave line duty during the block month, her days off will be prorated according to B4.01.
- The parties agree to establish a syntax code for the purpose of bidding single days off.
- B2.04** Cabin Attendants shall not be on duty (including scheduled Union days) more than six (6) consecutive calendar days. The above consecutive days may be broken by any day off at home base.
- B2.05** In regards to charters, Cabin Attendants shall not be on duty more than six (6) consecutive calendar days in any month unless broken by a day off taken away from home base in which case the Cabin Attendant shall not be away from home base for more than nine (9) consecutive calendar days. The trip credit and appropriate expenses will apply for the whole period. The period may be extended by mutual agreement.
- B2.06** All known flying for the month will be shown in blocks or open flying.
- B2.07** Unless the flight pairings do not permit all known flying shall be scheduled into the blocks so that the remaining flying will be placed so that it may be covered by available reserve.
- B2.08** Flights that are left open because it is not practical to fit them into regular blocks and/or which become available after block awards will be awarded in accordance with open flying (Article B7).
- B2.09** The maximum number of landings in any duty period shall be nine (9) which may be increased to ten (10) in the event of an unscheduled irregular operation.
- NOTE: On pure Dash 8-300 pairings the maximum number of landings is eight (8) which may be increased to nine (9) in the event of an unscheduled irregular operation.

ARTICLE B3 - BIDDING AND BUILDING OF TAILORED BLOCKS

- B3.01** The Company assumes responsibility for building blocks using parameters agreed upon with CUPE.
- B3.02** Cabin Attendants shall submit their requests for the following month by the fifteenth (16th) of each month at 09:00 hrs. Telephone requests will not be accepted.
- B3.03** Cabin Attendants may submit a generalized standing request. If monthly requests have not been received by the fifteenth crew planning will construct a block consistent with the standing request. If there is no standing request, that Cabin Attendant's block shall be built last.
- B3.04** A new hire Cabin Attendant shall be assigned as an additional crew member for the first forty (40) credited hours after completion of ground training. The Cabin Attendant will be paid regular expenses and the minimum monthly guarantee for these training flights. Once completed, the balance of the month would be pro-rated in accordance with B4.11.
- B3.05** Cabin Attendants returning to flying duties may request a block for the following month provided that she notifies the Company of her return by the 16th of the previous month. Cabin attendants that have been off on sick/medical leave must submit a medical certificate at time of notification indicating they are fit to return to duty.
- B3.06** Cabin Attendants will be immediately notified of any changes in the blocks.
- B3.07** The block must be legal in all respects,
- B3.08** Errors discovered after the blocks are published will be corrected to the mutual satisfaction of the Company and the Union. Affected Cabin Attendants shall be notified immediately after the error is discovered.
- Affected Cabin Attendants shall have the following choices in order of seniority:
- (a) operate the pairing in question
 - (b) choose open flying on any day of her choice
 - (c) reassignment on any day of her choice
- Cabin Attendants that fall below minimum guarantee as a result of a blocking error shall be subject to reassignment on day/s mutually agreed to in accordance with B5.05.

Where more than the required number of Cabin Attendants have been assigned to the ~~same~~ flight(s) the most senior shall have the option of operating the schedule or accepting reassignment. Otherwise the most junior shall be re-assigned with **B5.05**.

B3.09 The Company will furnish each Cabin Attendant with a copy of the blocks by the twenty-fifth (25th) of the month.

NOTE An error is a blocking situation that does not conform with terms of the collective agreement.

ARTICLE B4

14.01 (a) Pro-ration For Partial Months

<u>Number of Days Available</u>	<u>Minimum Guarantee</u>	<u>Blocking Window</u>	<u>Target Average</u>	<u>Day Off Guaranteed</u>
1 Day	2.5 Hours	4 to 5.8	2.7 Hours	0
2	5.0	4 to 8.7	5.3	1
3	7.5	5.5 to 11.5	8.0	1
4	10.0	8.3 to 14.3	10.8	2
5	12.5	11.1 to 17.1	13.3	2
6	15.0	13.9 to 19.9	16.0	2
7	17.5	16.8 to 22.8	18.6	3
8	20.0	19.6 to 26.6	21.3	3
9	22.5	22.5 to 28.5	23.9	3
10	25.0	25.3 to 31.3	26.6	4
11	27.5	28.1 to 34.1	29.3	4
12	30.0	31.0 to 37.0	31.9	4
13	32.5	33.8 to 39.8	34.6	5
14	35.0	36.6 to 41.6	37.2	5
15	37.5	38.5 to 44.5	39.9	5
16	40.0	41.3 to 47.3	42.6	6
17	42.5	44.1 to 50.1	45.2	6
18	45.0	46.9 to 52.9	47.9	6
19	47.5	49.8 to 55.8	50.5	7
20	50.0	52.6 to 58.6	53.2	7
21	52.5	55.4 to 61.4	55.9	7
22	55.0	58.3 to 64.3	58.5	8
23	57.5	61.1 to 67.1	61.2	8
24	60.0	63.9 to 69.9	63.8	8
25	62.5	66.8 to 72.8	66.5	9
26	65.0	69.6 to 75.6	69.2	9
27	67.5	72.4 to 78.4	71.8	9
28	70.0	75.2 to 81.2	74.5	10
29	72.5	77.0 to 83.0	77.1	10
30	75.0	77.0 to 83.0	80.0	10
31	75.0	77.0 to 83.0	80.0	10

B4.01 (b) Part Two

PRO-RATION FOR RESERVE PARTIAL MONTHS

<u>Number of Days Unavailable</u>	<u>31 Day Month</u>	<u>30 Day Month</u>
1	12	12
2	12	12
3	11	11
4	11	11
5	10	10
6	10	10
7	10	10
8	10	9
9	9	9
10	9	8
11	8	8
12	8	8
13	8	7
14	7	7
15	7	6
16	6	6
17	6	6
18	6	5
19	5	4
20	5	4
21	4	4
22	4	4
23	4	3
24	3	3
25	3	2
26	2	2
27	2	2
28	2	
29		
30		
31		NIA

B4.01 (c) Part Three

RESERVE DAILY GUARANTEE VALUES

<u>Available Days On Reserve</u>	<u>Value Per Day</u>
1	4.16
2	8.32
3	12.48
4	16.64
5	20.80
6	24.96
7	29.12
8	33.28
9	37.44
10	41.60
11	45.76
12	49.92
13	54.08
14	58.24
15	62.40
16	66.56
17	70.72
18	75.00
19	75.00

All times listed are in decimals 4.16 equal 4 hours and 9 minutes for proration purposes for block building.

Guarantee for payroll purposes would remain 37.5 paid 1 - 15
37.5 paid 16 - 31

ARTICLE B5 - LIMITATIONS/REST PERIODS/DAYS OFF

B5.01 MONTHLY FLIGHT TIME LIMITATION

(a) The flight time limitations for each Cabin Attendant in any month shall be eighty five (85) hours.

(b) Return to Base

A Cabin Attendant shall be legal to exceed the monthly limitation to complete only one duty period provided that she is below the maximum at check-in time.

Note: A Cabin Attendant shall not be legal to exceed the monthly limitation if the excess hours were created by a draft. Any hours in excess of the monthly limitation will be paid at the overtime rate in **B5.01(c)**.

Where a Cabin Attendant is projected to exceed the monthly maximum limitation, the Company may reduce the flying by the removal of a segment. The segment to be removed shall be by mutual agreement between the Cabin Attendant and the Company. If no segment can be removed, the Cabin Attendant shall receive overtime pay in accordance with article **B5.01(d)**

(c) A record of each Cabin Attendant's accumulated Flight Time shall be maintained by the Company and made available to the Cabin Attendant concerned on request. All flight time, overtime, credits and debits will be identified on the Cabin Attendant's pay stub. Any other information, mutually agreed upon, will be displayed on the pay stub. Monthly summaries will be given to the Component President. The Company agrees to include an explanation of all amounts paid on a Cabin Attendant pay cheque.

(d) Voluntary Overtime

A Cabin Attendant only may volunteer for additional hours of overtime beyond the flight time limitation. She will be paid at one and one half (1 1/2 times) the hourly rate per article **3.01**.

Overtime shall be paid in accordance with the following table:

Monthly Flight Hours

0 - 85 hours

As per Article 3.01

Overtime (beyond 85 hours)

As per Article 3.01 all credits and one and one half (1 1/2) times the hourly rate,

- (a) Overtime flying will be offered to those Cabin Attendants who have indicated they would like overtime, in order of seniority.

Cabin Attendants will not reduce their guaranteed days off in B5.04 nor exceed the absolute maximum duty limitation in B5.02 (a).

B5.02

DUTY PERIOD LIMITATIONS

(a) Monthly Limitation

The absolute duty time limitation for each Cabin Attendant in any month, including overtime, shall be one hundred and eighty five (185) hours. The absolute duty time limitation will be prorated for bid periods where a Cabin Attendant is on a paid absence (i.e., special assignment, vacation, union release, moving days and paid sick leave). Where the Cabin Attendant is on a non paid absence the limitation will not be prorated (i.e., personal leave, non paid sick days).

- (b) Cabin Attendants shall not be required to remain on duty in excess of fourteen (14) hours in any duty period.

(c) Absolute Limitation

Notwithstanding the foregoing (b) Cabin Attendants recognize that the Company will from time to time experience delays (i.e., mechanical, weather, late connection) due to reasons beyond their control requiring an extension of scheduled limitations. In such unforeseen circumstances, the Company will have the right to extend the scheduled limitation up to one (1) hour. However, in no case will the scheduled limitation extension exceed one (1) hour.

- (d) The absolute limitation in B5.02(c) may only be exceeded at the discretion of the individual Cabin Attendant and only for the reasons allowed for in Air Navigation Orders' duty limitations for flight crew. Where a Cabin Attendant has exercised her discretion to exceed the absolute limitation, she may change her decision only if there is a further extension of the Duty Period.
- (e) Release from Duty

Where a Cabin Attendant has elected not to exceed the Absolute Limitation, the Company shall bear the costs incurred for hotel accommodation and/or meal expenses while away from base, as outlined in this Agreement.

B5.03

LEGAL REST PERIOD

- (a) A rest period to be legal must be at least ten (10) hours duration away from home base and twelve (12) hours duration at home base. The rest period may be reduced by up to one (1) hour only if the duty day immediately preceding the rest period is extended in accordance with B5.02(c).

NOTE: The rest period at home base may be reduced to ten (10) hours for the purpose of allowing blockholders to bid up to five (5) consecutive continuous duties.

NOTE: Home base crew rest for reserves will be twelve (12) hours.

EXCEPTION: Crew rest may be reduced to two (2) hours to allow for the assignment of two (2) consecutive continuous duties.

- (b) It is acknowledged that due to distance to the nearest acceptable hotel accommodation that in the stations listed below the rest period may be reduced by thirty (30) minutes only.

Ottawa
Sudbury
Timmins
Sault Ste. Marie

Other stations may be included on this list in the future after consultation between CUPE and Air Ontario.

- (c) Legal Crew rest and duty day provisions In this Collective Agreement also apply to training and the scheduling of Union days. Union days are scheduled from 0900 to 1700 hours unless otherwise specified in advance by the Union.

B5.04 **GUARANTEED DAYS OFF**

Cabin Attendants shall receive a minimum of ten (10) Guaranteed Days Off per month.

- (a) Guaranteed Days Off shall commence at 0030 hours
- (b) Guaranteed Days Off shall be scheduled in periods of not less than forty eight (48) hours except at blockholder's request.
- (c) Where a Cabin Attendant is required to work or ~~lose~~ a Guaranteed Day off in any month, it shall be replaced within the same month. The replacement ~~days(s)~~ in the same month shall be mutually agreed upon by the Company and the Cabin Attendant. If such replacement of days ~~off~~ cannot be mutually agreed within the same month, such days will be included in the next bid period. One single guaranteed day off may be left as a result of a draft, which will not be scheduled.
- (d) Removal: Where a Regular Blockholder is removed from a flight or flight sequence in her block to provide the required number of guaranteed days off, she shall receive the greater of the scheduled credits for that flight or flight ~~sequence~~ or the actual credits ~~for~~ the flights operated.

B5.05 When a blockholder's pairing or portion of a pairing is cancelled or changed she may be reassigned to operate other flights.

B5.05.01 If no reassignment is made at the time of notification of the cancellation or change in a pairing then the cabin attendant must contact crew scheduling at 18:00 the day prior to the affected flight. She may be reassigned to operate other flights in accordance with the following:

- (a) The Cabin Attendant is returned to her originally scheduled pairing as soon as possible and at this point is no longer considered reassigned.
- (b) A Cabin Attendant not originally scheduled for an overnight pairing shall not be reassigned to an overnight pairing without her consent.

- (c) In a single duty period, the originally scheduled duty may be expanded by a maximum of 3 hours. Further expansion will be subject to Cabin Attendant consent.
- (d) If the original pairing consists of a multi-day duty period, the first and last duty periods of the pairing may be expanded by a maximum of 3 hours. Further expansion will be subject to Attendants consent.

B5.05.02 The Cabin Attendant shall receive credits for the greater of the original pairing, or the reassigned duty.

B5.05.03 If the reassignment causes the cabin attendant to exceed the monthly maximum limitation, the cabin attendant shall be subject to the provisions of **B5.01 (d)**.

ARTICLE B6 - RESERVE

Intentionally left Blank (Refer to LOU 13).

ARTICLE B7 - OPEN FLYING

- B7.01** The Company shall make available information on all open flying. Crew members shall have access to this information 24 hours a day. Open flying information shall be posted in the crew room each business day.
- B7.02** Open flying shall be awarded on the basis of seniority in the following order:
- (a) To a blockholder subject to reassignment B5.05
 - (b) On request to a Regular Blockholder
- OR assigned to:
- (c) Reserve in accordance with B6
 - (d) Voluntary Draft in accordance with B8
 - (e) Management flying L7.02
 - (f) Mandatory draft in accordance with B8
- B7.03** Regular Blockholders may call Crew Scheduling to query open flights and place their bid for open flights desired by 1200 hrs. the day of the award.
- B7.04** Cabin Attendants shall be eligible to bid for open flights subject to the following:
- (a) A legal rest period has been observed, prior to operating an open flight and any duty for that day.
 - (b) The open flight will not cause them to exceed their monthly flight time limitation or duty limitation.
 - (c) They will be available to cover their next scheduled flight.
 - (d) The minimum Guaranteed Days Off will be observed.
- B7.05.01** Open flying shall be awarded to blockholders daily at 1800 hours the day prior to scheduled operations.
- B7.05.02** A blockholder will be notified of an open flight award after 1900 hours.
- B7.05.03** Any flights which become open after the deadline but more than four (4) hours prior to departure shall be awarded in accordance with B7.02.)

B7.06

When a Cabin Attendant has been off sick and subsequently advises crew scheduling that she is fit to resume duties she will be returned to her awarded block pairing if she books on prior to **1700 hours** the day prior to scheduled flying. In the case of multi-day pairings, the Cabin Attendant will be returned to her originally scheduled pairing when it comes through her home base. If she books on after **1700 hours** the day prior to scheduled flying she will have no claim to such flying, however, where practicable crew scheduling will return her to her pairing or reassign her under provisions or Article **B5**.

ARTICLE B8 - DRAFT PROCEDURES

B8.01

STANDARD DRAFT SEQUENCE

Where drafting becomes necessary, a Cabin Attendant may be drafted in the following order:

- (a)** In reverse order of seniority to Cabin Attendants who are below their minimum monthly guarantee.
- (b)** In order of seniority to Cabin Attendants who have volunteered to accept a draft.
- (c)** In reverse order of seniority to Cabin Attendants who are on a Day off.
- (d)** In reverse order of seniority to blockholders who are on a Guaranteed Day Off, excluding those referred to in **(f)** and **(g)** below.
- (e)** In reverse order of seniority to Reserve Cabin Attendants who are on Guaranteed Days Off.
- (f)** In reverse order of seniority to Cabin Attendants who are on moving days as per article **5.04 (d)**.
- (g)** In reverse order of seniority to Cabin Attendants who are on Guaranteed Days Off preceding and/or following vacation.

B8.02

A Cabin Attendant shall not be drafted unless:

- (a) The Cabin Attendant is legal in **all** respects.
- (b) The resulting hour⁶ in excess of the monthly maximum can be cleared during the bid period.
- (c) The minimum number of guaranteed days shall not be reduced except when all draft provisions have been exhausted.
- (d) She can be removed from a subsequent flight or convert a DAY OFF to a **GDO** to repay her day off in accordance with **B5.04(d)**. The Cabin Attendant will be given preference to select the pairing to **be** removed subject to company approval.

EXCEPTION: The Cabin Attendant only may choose to convert a DAY OFF to a **GDO**.

- (e) When a Cabin Attendant's day off cannot be repaid in the same month it will be handled in accordance with **B5.04(c)**.
- (f) A cabin **attendant** will not be drafted if she has been previously drafted during the bid period and there are more senior cabin attendants available who **have** not been drafted during the bid period.

NOTE: **AIRPORT MOVEUP**

Where, due to insufficient notice, the standard draft sequence cannot be applied, flight coverage will be provided by **moveup** of partial or total crews in reverse order of seniority.

B8.03

CREDITS

- (a) Cabin Attendants will be credited all hours flown as a result of a draft. Where the Cabin Attendant drops a flight as a result of a draft, she will be paid the greater of her blocked flight or her draft flight.
- (b) A Draft Premium of two (2) hours, shall be paid in addition to any other credits for each calendar day drafted. The draft premium will be for pay purposes only.

B8.04**DEADHEAD CREWS**

Cabin Attendants scheduled to deadhead shall be drafted in reverse order of seniority to operate either deadhead flight or a flight operating on the same day to their **deadhead** destination, provided they are legal in all respects.

All deadheading crew members will **have** a confirmed seat in the cabin of the aircraft except where an unexpected crew movement does not permit confirming a seat.

ARTICLE B9 - TRIP EXCHANGES

B9.01 Cabin Attendants requesting a trip exchange shall ~~do so~~ in writing, shall both sign the request and shall submit the request a minimum of forty eight (48) hours in advance to Flight Operations, who shall approve or reject the trip exchange within twenty four (24) hours.

In ~~unforeseen~~ circumstances a trip exchange may ~~be~~ arranged by telephone no ~~less~~ than twenty-four (24) hours prior to the start of the duty period at the discretion of the operations manager on duty.

Trip exchanges are subject to the following conditions:

- (a) ~~Regular~~ Blockholders may exchange flights with Regular Blockholders, Reserve Blockholders **OR** with open flights.
- (b) Reserve Blockholders may exchange reserve days with other Reserve Blockholders **OR** ~~reserve~~ days for flights with Regular Blockholders, provided that the trade involves all reserve days in that set, and subject to limitations in B5.
- (c) Cabin Attendants are limited to three (3) trip trades per month.
- (d) Open flight trade will be ~~submitted/approved~~ in accordance with B7.03.
- (e) The Cabin Attendant will receive **all** credits ~~for~~ the flight operated.
- (f) All expenses will be paid to the Cabin Attendant who operates the flight(s).
- (g) Sick leave provisions will apply to the Cabin Attendant who has agreed to work the flight(s).

ARTICLE B10 - DURATION OF BLOCK RULES

- B10.01** The Block Rules shall be subject to revision by agreement between the Union and the Company,
- B10.02** The Union *or* the Company may reopen the Block Rules *for* discussion at any time by written notice.
- B10.03** 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.

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