



Flight Attendant Collective Agreement

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

Effective October 1, 2014 to September 30, 2017



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Agreement

ARTICLE 1 Purposes

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

ARTICLE 2 Definitions

- .01 *Agreement* means the Collective Agreement, signed documents, letters, memoranda of understanding or agreements negotiated between the Company and the Union.
- .02 *Annual leave-vacation* means the period from January 1st to December 31st inclusive.
- .03 *Base* means a geographical location described by an airport code and designated by the Company which is the domicile of a Flight Attendant or a group of Flight Attendants from which scheduled and non-scheduled flying is accomplished.
- .04 The existing base shall be Whitehorse. Any new bases shall be designated and identified to PSAC by the Company.
- .05 *Bargaining Unit* means the Employees of the employer as described in the CIRB certificate no. 10433 – U dated May 22, 2013.
- .06 *Block* means a twenty-eight day (28) cycle including flight duty periods, training, Guaranteed Days off, reserve days, vacation days, statutory holidays, Union releases and leaves of absence.

- .07 *Block Period* means a twenty-eight (28) day cycle for schedules and payroll. Each period is numbered from one (1) through thirteen (13) for each year.
- .08 *Company* means Air North Charter and Training Ltd. hereinafter referred to as the Company or Employer.
- .09 *Day* means a twenty-four (24) consecutive hour period
- .10 *Employee* means any person in the employ of the Company who is in the bargaining unit covered by this agreement.
- .11 *Flight Attendant* is a person who performs and is responsible for the performance of all in flight duties as required by the Company.
- .12 *Flight Time* means the elapsed time between initial ramp departure, block out, or engine start-up, whichever comes first and actual ramp arrival, block in, of the aircraft, or engine shutdown, whichever comes last.
- .13 *Guaranteed Days(s) Off* means an unbroken period of twenty-four (24) hours off duty and free from all work related responsibilities and duties commencing 0001 at the Employee's home base, designated with an X in a Blockholders's schedule
- .14 *Minimum Monthly Legal Bids* means minimum monthly bids by Employees.
- .15 *Minimum Monthly Legal Block* means 75-hour monthly blocks for Full Time Employees and 80 hours during peak season. Minimum Monthly legal blocks will be pro-rated for $\frac{3}{4}$ time Flight Attendants and for Part time Flight Attendants will be 40 hours.
- .16 *Peak Period* is where the demand in flying increases, for example June to September annually.
- .17 *Per Diem* is a reimbursement to cover meal expenses when crew members are required to overnight away from the home domicile as determined by crew pairings.
- .18 *Shift* means a period of time within a day, as outlined in a Shift Schedule.
- .19 *Spouse* means the person to whom the Employee is legally married or the person with whom the Employee has lived for a continuous period of at least one year, publicly represented as their spouse, and the spousal relationship has been recognized in the community or communities in which they have lived.
- .20 *Trainer* means Employees who may be scheduled/assigned to conduct training or perform Line Checks.
- .21 *Training* includes all Transport Canada or other government department or agency requirements Training and any other training designated by the Company or Company initiated meetings, but does not include initial training or line indoctrination. Training shall be blocked, except by agreement with the Union.
- .22 *Union* means the Public Service Alliance of Canada.

ARTICLE 3 Recognition and Application

- .01 The Company recognizes the Public Service Alliance of Canada (PSAC) as the sole and exclusive bargaining agent for all Employees of the Employer described in the certificate issued by the Canada Industrial Relations Board under certificate 10433-U.
- .02 In the event that the Employer creates a new bargaining unit position, which did not exist in the certificate noted in Article 3.01, it undertakes to inform the Union of the creation of this new position. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union.
- .03 In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.

ARTICLE 4 Work of the Bargaining Unit

- .01 Persons not covered by the terms of this Agreement shall not perform duties assigned to those Employees who are covered by this Agreement except as set out in paragraph .02.
- .02 In flight Supervisors and those above the rank of In flight Supervisor who are qualified and not in the bargaining unit will not perform the core functions of the work normally performed by the bargaining unit employees except:
- To prevent cancellation or disruption of a flight due to a shortage of flight attendants;
 - A flight made to check or test the performance of Flight Attendants including but not limited to adherence to CARS and Transport Canada Training Standards;
 - For the purposes of instruction or training;
 - To perform service testing and quality control of in-flight products.
- .03 The exceptions above will not be used to deprive any employee of scheduled work time.

ARTICLE 5 Contracting Out

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

ARTICLE 6 Management Rights

- .01 The management and the operations of the Company and direction of the work force, including, but not limited to, the hiring, firing, promotion and demotion of employees,

is vested exclusively in the Employer except as may be specifically provided in this Agreement.

- .02 Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by distribution to employees, provided that such policies are not in conflict with the specific provisions of this Agreement or the applicable laws of Canada, its provinces and territories. A copy of all Employer policies shall be provided to the Union.
- .03 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 7 Union Representatives

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

ARTICLE 8 Dues Administration

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

- .05 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 9 **Strikes and Lockouts**

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

ARTICLE 10 **Employee Information**

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

ARTICLE 11 **Member Orientation**

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

ARTICLE 12

Workplace Harassment, Discrimination

- .01 Subject to the Canadian Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practiced by Employees, the Union or the Employer with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. For clarity, the parties agree that "sex" includes transgender identity or expression.
- .02 Further, the Company will provide training to Flight Attendants in the application of Company policies and CARS regulations on unruly customers.
- .03 The PSAC and the Employer recognize that Employees have a right to freedom from bullying, sexual or personal harassment in the work environment by the Employer, or customer of the Company, or by any other Employee.
- .04 Complaints and grievances under this Article shall be handled with all possible confidentiality and dispatch and both parties will work together in recognizing and dealing with such problems.
- .05 For the purposes of this Article, the work environment includes the Employee's work location and any other premises at which the Employee is required to work, including work-related conferences, seminars, and social events.
- .06 Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in his/her position to undermine an Employees ability to perform their job properly or in any way interferes with the career or career aspirations of the Employee. It includes intimidation, humiliation, threats, and or coercion. However, it is understood, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- .07 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Employer will appoint a person responsible for dealing with a complaint and grievance of bullying, sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.

ARTICLE 13

Use of Employer Facilities

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

- .01 Where it appears during any meeting with an Employee, that the nature of such a meeting must change to an investigation which would likely result in the disciplining of that Employee, the Employer shall advise the Employee of his/her right to have a representative of the Union attend that meeting. If the Employee requests the presence of a Union representative, and no Union representative is available in person or by telephone, the meeting must be immediately terminated.
- .02 Where disciplinary or discharge action is considered, the Flight Attendant involved may, where necessary, be held out of service pending investigation to provide the Company sufficient time to investigate and consider all factors. This investigation will take place as soon as possible and shall not take more than fourteen (14) Calendar Days. Additional time may be granted through mutual agreement between the Company and the Union prior to the expiry of the fourteen (14) Calendar Days.
- .03 During any investigations or hearings the Flight Attendant involved may request the presence of a Union representative(s).
- .04 When an Employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a disciplinary decision, concerning that Employee, the Employer shall advise an Employee of his/her right to have a representative of the Union attend the meeting. Where practicable, and in a non-urgent situation, the Employer will make its best efforts to give at least one (1) days' notice of such a meeting.
- .05 No Employee will be disciplined without just cause. When an Employee is suspended from duty or discharged, the Employer undertakes to notify the Employee in writing, with a copy (in a sealed envelope) to the Local President of the reason for such suspension or discharge. The Employer will give such notification at the time of the suspension or discharge.
- .06 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to Expedited Arbitration in accordance with Article 32.
- .07 In order of severity, the types of disciplinary action to be considered in a progressive manner shall be:
- **Informal:**
 - verbal reprimand
 - **Formal:**
 - written reprimand
 - suspension
 - discharge
- .08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken.
- .09 Employees who, in good faith, report on observed or improper acts or activities shall

not be disciplined as a result of these observations. Reports made in bad faith may be subject to discipline.

ARTICLE 15 Employee Status

FULL-TIME EMPLOYEES

- .01 Full-time Employee is an Employee hired on a full-time indeterminate basis and regularly works seventy-five (75) or more block hours for each period of twenty-eight (28) calendar days.

PART TIME EMPLOYEES

- .02 A part-time Employee is an Employee who is hired on a part-time indeterminate basis and regularly works forty (40) hours or less for each period of twenty-eight (28) calendar days.

Part-time Employees are entitled to statutory holiday pay for all straight time hours worked in lieu of statutory holiday pay and the applicable rate of vacation pay.

SEASONAL EMPLOYEES

- .03 Seasonal Employees are Employees hired primarily for peak seasonal work. Seasonal Employees will have first opportunity for recall.
- .04 Providing there are the work requirements, seasonal Employees who complete probation and who have expressed an interest in returning to seasonal employment not later than February 1 of the subsequent year may be recalled by the Employer, in order of seniority, for the subsequent work season.
- .05 The Company agrees that seasonal Employees shall not be hired or scheduled in a manner that will displace full time Employees or reduce their hours of work.

ON-CALL EMPLOYEES

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

ARTICLE 16 Hours of Work

- .01 The Union recognizes that Employees' work is of varying lengths owing to the nature of the Employer's operations and client needs. The standard hours of work are the minimum monthly legal block hours for each period of twenty-eight (28) calendar days.
- .02 A modified work schedule will be acceptable as long as all provisions under the Canada Labour Code are adhered to and both parties agree to the modification.

ARTICLE 17

Shift Schedules/Shift Schedule Bids

- .01 Shift Schedules will be developed by the Company as follows:
- a) Full time
 - b) Part time
 - c) Seasonal
 - d) On Call
- .02 The Union may request a meeting with the Company to review scheduling/staffing concerns. The Union may propose an alternate schedule. Should the Union's schedule meet the Company's staffing and scheduling requirements (as determined by the Company), it will be implemented. Failing a suitable alternative, the Company's schedule will be maintained, or a new one implemented.
- .03 Shift Schedules will be posted in accordance with Article B(4).
- .04 Shift Schedules will be bid in order of Classification, Seniority

ARTICLE 18

Overtime/Reporting Pay

- .01 The Employer shall make every reasonable effort to avoid excessive overtime and to allocate on an equitable basis among readily available qualified Employees
- .02 When overtime work is authorized by the Employer overtime shall be compensated on the following basis:
- a) Paid at the rate of time and one half (1.5x) for all hours worked in excess of eighty-five (85) hours in a monthly block or as provided elsewhere in this Collective Agreement.
 - b) Part-time and On Call Employees will be paid straight time wages until the total block hours in a twenty-eight (28) calendar day period are equal to eighty-five (85) hours, at which point overtime will apply to excess hours, and the rate of time and one half (1.5x)
 - c) An Employee who reports for work on scheduled overtime on a day of rest shall be compensated for the time actually worked, or a minimum of four (4) hours pay at the applicable overtime rate, whichever is greater.

ARTICLE 19

Pay Administration

- .01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Article 44 - Wages.
- .02 **Upon hiring**
- a) An Employee shall be paid the hourly rate prescribed for the position. In no case, shall the Employee be paid at less than the minimum rate.

- b) An Employee appointed, including on a temporary basis, to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
- c) An Employee who is requested by Management to train a new Employee from a Company-approved training program will receive an additional \$10.00 per block hour. This will apply to on-the-job-training.

.03 The Employer may appoint an Employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the Employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. Any employee temporarily working outside the bargaining unit for a period of one (1) year plus a day shall lose all seniority.

.04 In the event of termination of employment for reason other than death, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned vacation taken by the Employee.

ARTICLE 20 Leave – General

.01 An Employee is entitled, to be informed upon request, of the balance of his/her leave entitlement.

.02 The amount of leave with pay earned but unused entitled to an Employee at the time when this Agreement is signed, or at the time the Employee becomes subject to this Agreement, shall be retained by the Employee.

.03 An Employee is not entitled to leave with pay during periods he/she is on leave without pay.

ARTICLE 21 Statutory Holidays

.01 For the purpose of this Collective Agreement, the statutory holidays shall be:

- New Year's Day (January 1st)
- Good Friday
- Victoria Day
- Canada Day (July 1st)
- Labour Day
- Thanksgiving Day
- Remembrance Day (November 11th)
- Christmas Day (December 25th)
- Boxing Day (December 26th)

...and any other statutory or public holiday as proclaimed by the Government of Canada.

.02 For the purposes of vacation bidding, earned Statutory Holidays as at .01 above shall be added to each Employee's vacation entitlement on January 1 of each year.

Employees who do not work a full Vacation Year will have their statutory entitlement prorated as follows:

Number (#) of days on payroll divided (/) by three hundred and sixty five (365) times (x) the yearly allotment in .01.

.03 Where a day that is a designated holiday for an Employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 22 **Vacation Leave**

VACATION LEAVE ENTITLEMENT

.01 The vacation year shall be from January 1 to December 31. On January 1 of each year, Full time and Part-time Employees are advanced a full year's vacation credits based on their years of service. For Employees reaching the next entitlement level during the year, they will be advanced the full year's entitlement on January 1st of that year. (For example, Employees who complete their third (3rd) year on May 22, 2013 would receive their full entitlement on January 1, 2013.)

.02 Vacation pay for On Call shall be calculated and paid in accordance with Article 22.03.

.03 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Years of Service	Annual Entitlement Days Full and Part Time *	Percentages
1 to 5 years	10 days	4%
6 to 10 years	15 days	6%
11-15 years	20 days	8%
16+ years	25 days	10%

* Part-time entitlement will be prorated

.04 For the purpose of vacation leave continuous employment is defined as the length of continuous employment with the Company

VACATION BID SYSTEM

.05 The Company will determine the number of Flight Attendants permitted to be on vacation at any particular time.

.06 A Flight Attendant will be able to bid for vacation on her or his permanent assignment by submitting the bid to the scheduling committee no later than five pm on the first day of the second block prior to the block in which the vacation is required.

- .07 A Flight Attendant may elect to bid less than her full vacation entitlement.
- .08 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- .09 Where, in any vacation year, an Employee has not been granted all of their credited vacation leave, the unused portion shall be carried over into the following vacation year.
- .10 Vacation leave will be awarded in order of seniority.
- .11 Notwithstanding .06, a Flight Attendant who makes an advance bid at least six (6) months prior to the month of her preferred vacation, for a minimum of one (1) week of her vacation entitlement, shall hold rights to that vacation period over Flight Attendants more senior than herself who did not make such an advance bid. In this case the deadline for submitting an advance bid shall be the fifteenth (15th) of the month prior to the six (6) months prior to the month of her preferred date.
- .12 Example – A flight Attendant wants to bid vacation six (6) months in advance for December. The deadline for her bid to be in is not later than May 15.
- .13 Each vacation day earned is equal to four (4) credit hours. Part-time vacation days shall be pro-rated and Part-time employees shall receive time-off for vacation purposes according to their entitlement schedule. During a vacation, Flight Attendants shall be credited with the four (4) flight hours in their block for each day of vacation, excluding GDO's.
- .14 Where, in respect of any period of vacation leave with pay, an Employee is granted bereavement leave, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or reinstated for use at a later date.
- .15 The Employer will make every reasonable effort:
- a) Not to recall an Employee to duty after the Employee has proceeded on vacation leave with pay.
 - b) Not to cancel a period of vacation leave which has been previously been approved in writing.
- .16 When the Employer cancels or alters a period of vacation leave which it has previously approved, the Employer shall reimburse the Employee for the non-returnable portion of vacation contracts and reservations made by the Employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The Employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- .17 When an Employee dies or otherwise ceases to be employed:
- a) The Employee or the Employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the Employee's credit by the Employee's daily rate of pay at the time of the termination of the Employee's employment; or

- b) Where an Employee dies or otherwise terminates employment after a period of service of less than six (6) months, the Employee or the Employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four (4%) of the total of the pay and compensation for overtime received by the Employee during the Employee's period of employment.

.18 The approval of all holiday leave is subject to operational requirements.

- a) Both vacations and statutory holidays will be limited during the summer months (June, July and August) and through Christmas (December 15 to January 5) each year, however every effort will be made to accommodate each vacation request.
- b) For requests during the periods in (a) above, the Company will reply to an employee's leave request, as soon as practicable with respect to the approval or disapproval of the request.
- c) On-Call and casual employees shall receive vacation pay but shall not be entitled to vacation time off work.
- d) Vacation pay of employees shall be a percentage of their gross earnings in the previous calendar year, based on length of service with the Company:
 - Less than one year up to 5 years 4%
 - 6 years up to 10 years: 6%
 - 11 years up to 15 years 8%
 - Over 16 years 10%

ARTICLE 23 Probation

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

ARTICLE 24 Leave With or Without Pay for PSAC or Union Business

GENERAL

- .01 Employees entitled to receive leave without pay under this Article shall have their regular salary uninterrupted during such leave. All Flight releases for these leaves must be requested in writing. With the exception of .07, the Company will pay the Employee

all originally scheduled pay credits affected by such Union leave and the Union will reimburse the Company for all costs associated with such leave as per this Article. It is understood that such leave requests will not be unreasonably denied.

UNION LEAVE WITH PAY

- .02 The Employer will grant leave with pay to an Employee called as a witness by an Arbitration Board or the Labour Relations Board.
- .03 The Employer will grant leave with pay to a reasonable number of Employees who are meeting with management on behalf of the Union.

UNION LEAVE WITHOUT PAY

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

An Employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an Employee has the right to return to their former level and if practicable, their former position. The maximum cumulative leave available to any Employee under this clause during their tenure of employment will be three (3) years.

It is understood that during the leave under this Article Employees will maintain all necessary training.
- .09 Requests for leave without pay for Union business will be made in advance, in writing and where possible, at least ten (10) days prior to the leave required.

COURT LEAVE

- .01** The Employer shall grant leave without pay to an Employee for the period of time he or she is required:
- a) To be available for jury selection.
 - b) To serve on a jury.

LEAVE WITHOUT PAY

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

BEREAVEMENT LEAVE WITH PAY

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

COMPASSIONATE LEAVE

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

MATERNITY, ADOPTION AND PARENTAL LEAVE

- .07** **GENERAL**
Anyone with an active Restricted Area Identification Card (RAIC) is required to return it prior to going on maternity, adoption or parental leave. In accordance with the contracts signed when the RAIC was issued, any leave in excess of thirty (30) days

requires a return the RAIC to the Airport Pass Bureau. Upon a return to work from such leave, the Flight Attendant is required to complete a short form (available from the Airport Pass Bureau) to allow the RAIC to be reissued.

The aggregate amount of leave without pay under this Article will not exceed fifty-two (52) weeks when an employee combines Maternity and Parental Leave or when an employee couple combines Maternity and parental leave.

An Employee returning to work from parental, adoption or maternity leave shall provide the Employer with at least four (4) weeks of notice of the planned return date. The required notices are to be submitted to the Flight Attendant Manager, at which time the exact-return date will be determined. Employees will be reinstated in their former position upon return or be given a comparable position, at the same location, upon return.

.08 LEAVE ACCRUAL

Seniority will continue to accrue throughout Parental Leave and Maternity/ Maternity related reassignment leave. Vacation leave without pay will continue to accrue during periods of Leave without Pay for Parental Leave and Maternity/ Maternity related reassignment.

.09 MATERNITY LEAVE

Maternity benefits are for the mother only and cannot be shared between the two parents.

- a) Every Employee who becomes pregnant shall notify the Employer in writing of the pregnancy at least four weeks before the day she intends to commence the leave, and, subject to subsection (b), shall be granted leave of absence without pay for a total period not to exceed seventeen (17) consecutive weeks consisting of two periods as follows:
 - i) a maximum of eleven weeks prior to the expected termination date of the pregnancy; and
 - ii) notwithstanding (i) above, an Employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy.
- b) An Employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this clause, illness or injury as defined in Article 35 shall include medical disability related to pregnancy.
- c) At its discretion, the Employer may require an Employee to submit a Medical certificate certifying pregnancy.
- d) Where an Employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of the pregnancy, the Employer may request submission of a

certificate from a qualified medical practitioner stating the health of the Employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the Employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of the pregnancy and/or provide to the Employee an extension to the maternity leave entitlement beyond the maximum thirty seven (37) week period.

- e) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- f) An Employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four (4) weeks of notice in writing of the day of intended return to work. The required notices are to be submitted to the Flight Attendant Manager, at which time the exact return date will be determined. Employees will be reinstated in their former position upon return or be given a comparable position, at the same location, upon return.

.10 ADOPTION LEAVE

- a) Notwithstanding traditional aboriginal adoption customs and/or an exceptional family situation where an adoption is undertaken, the parties agree that it is not the intent for an Employee to be granted adoption leave where there was a pre-existing relationship between the Employee and the child being adopted.
- b) An Employee who adopts a child shall, subject to at least four (4) weeks’ notice to the Employer, be granted leave without pay for a period not to exceed thirty- seven (37) weeks for the purpose of adoption. Such leave may not normally commence at a date earlier than one (1) week prior to the expected date of adoption.
- c) The Employee shall be required to furnish proof of adoption. Where both parents are Employees of Company, they may both apply for adoption leave provided the combined total of such leave does not exceed thirty-seven (37) weeks and is taken in a single continuous period by each of the Employees.
- d) Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- e) An Employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four (4) weeks of notice in writing of the day she intends to return to work. The required notices are to be submitted to the Flight Attendant Manager, at which time the exact return date will be determined.
- f) Employees will be reinstated in their former position upon return

or be given a comparable position, at the same location, upon return.

- g) Combined Leave by an Employee-Couple: Adoption leave without pay shall not exceed the combined total of thirty- seven (37) weeks for an Employee-Couple.

.11 PARENTAL LEAVE

- a) An Employee who has been employed for a minimum of six months and who intends to request parental leave shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child, and subject to sections (b), and (c) of this clause, shall be granted parental leave without pay for a period beginning on the date of the birth of the child or for adoptive parents, the date the child arrives home (or at a later date requested by the Employee) or on completion of maternity or adoption leave, and ending not later than thirty-seven (37) weeks later.
- b) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the Employee, such deferment will not extend beyond the thirty-seven (37) weeks in (a) above; and/or
 - ii) require an Employee to submit a birth certificate of the child.
- c) Where both parents are Employees of the Company, the parental leave may be taken wholly by one of the Employees, or be shared by both Employees provided the combined total of such leave does not exceed thirty-seven (37) weeks and is taken in a single continuous period by each of the Employees.
- d) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- e) An Employee who has requested a leave of absence may return to work before the period is over with the consent of the Employer, or by giving the Employer four (4) weeks of notice in writing of the day of intended return to work.

.12 MATERNITY REASSIGNMENT LEAVE

Maternity/Maternity related reassignment and parental leave shall be given in accordance with the provisions of the Canada Labour Code and any regulations and interpretations of regulations pertaining thereto. (see section 206 of the Canada Labour Code and Appendix D).

ARTICLE 26

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ARTICLE 27

Staffing

.01 All permanent/temporary positions will be filled in accordance with seniority provided that all minimum qualifications and performance requirements are met.

The filling of vacancies shall be in the following order:

- a) Recall of Flight Attendants on laid-off status in order of seniority;
- b) Standing Flight Attendant bids on file with Human Resources will be taken into account when acting on a competition posted to all Flight Attendants in order of seniority;
- c) Hire new Employees.

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

.03 When posting for vacancies the notice shall contain the following:

- Location
- Classification
- Number of Vacancies available
- Projected date of commencement of the vacancy
- Duration
- Deadline after which bids will not be accepted which will not be less than five (5) days

.04 Within fourteen (14) calendar days after the closing date of the posting the Company will post the bid results, inform the successful candidates(s) and advise the Union of the award(s).

ARTICLE 28

Job Classification

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

STATEMENT OF DUTIES

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

ARTICLE 29

Fitness for Duty: Medical Review Procedures

.01 INITIATION

In the event an examination has been requested and completed and where the

Company Physician makes a declaration regarding the fitness for Flight duty of any Employee that is contrary to the Position of the Employee's personal physician, the Employee may initiate the medical review procedure, as set forth in Article.02, within seven (7) Days of receipt of this declaration by so notifying In flight Services in writing

.02 THIRD-PARTY EXAMINATION

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

.03 EXPENSES

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

.04 FIT DECLARATION

Where an Employee originally declared unfit for Flight duty by the Company's Physician is declared fit for Flight duty under Article .02 above, the following shall apply:

- a) **Reinstatement:** Flight Attendant shall be reinstated to her/his former position and status with full seniority and service credit.
- b) **Compensation:** Flight Attendant shall receive retroactive compensation based on the net amount that would have been earned had she/he operated from the time the qualified medical specialist declared her/him fit for Flight duty, less any net amount paid to under any Company or Government income protection program.

.05 UNFIT DECLARATION

Where an Employee originally declared unfit for Flight duty by the Company's Physician is declared unfit for duty under Article .02 above, she/he shall be treated as having been unfit for duty since the initial declaration and shall continue to be considered unfit until such time as the qualified medical specialist declares her/him fit for Flight duty.

.06 RETURN TO DUTY

Where the qualified medical specialist makes the determination as contemplated in Article .05 above, that the Employee is fit for Flight duty, she/he must report for duty within two (2) days.

.07 COMPANY PHYSICIAN

- a) The Company shall have a Company Physician(s). Where the Company requires an Employee to see a Company Physician where they are not resident, the Company shall bear the cost of seeing the Company Physician at another location.
- a) Cabin Personnel shall have the right to see a male or female

physician. The Employee must notify the Company if she/he wishes to see a particular gender of physician within forty-eight (48) hours of being notified of the request to see the Company Physician.

.08 DUTY TO ACCOMMODATE

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

ARTICLE 30 Layoff and Recall

MINI BLOCKS

- .01** Subject to operational requirements, reduced hours, mini blocks may be requested by Flight Attendant(s) and may be made available by the Company. Reduced Hours (mini-blocks) are to be implemented as a temporary means to provide employment should the amount of work decrease to the point that a seventy-five (75) hour minimum monthly block is not available for all Employees and the affected Employees would then be subject to layoff as per this Article or upon the request of a Flight Attendant.
- .02** Reduced hours (mini-blocks) are not to be implemented on a regular basis nor are they to be implemented to create a system of part-time work and when implemented shall be strictly voluntary.
- .03** Such blocks will not exceed forty-five (45) hours and will be built as either:

 - a)** a fourteen (14) day mixed block period with an election for additional open bids or drafting to the allowable mini block maximum, or
 - b)** a fourteen (14) day mixed block period to the maximum allowable hours with a fourteen (14) day black period.
- .04** The Minimum Monthly Block will be forty (40) hours and all monetary benefits including without limitation guaranteed days off, statutory holidays and vacation will be pro-rated on a fifty (50%) percent basis for each month a Flight Attendant operates a Mini-Block.
- .05** The applicable hourly rate and other pay provisions of this Agreement will not be affected. Should the amount of flying increase to the point that a seventy five (75) hour block is available, the Flight Attendant may choose to return to the minimum monthly legal block.

NOTICE

- .06** The Employer will provide all notice, pay in lieu of notice and/or severance required under the Canada Labour Code in the event of a layoff. The Company will provide

as much written notice as possible and in any event will provide no less than (14) fourteen calendar days' notice of layoff to the affected Employees and to the Union. The Company will meet to discuss the layoff with a Union representative or designate during the notice period.

RECALL

.07 Employees who are laid off shall be placed on a recall list and shall accrue seniority for a maximum of twelve (12) months. In the event of a temporary lay-off, an Employee shall continue to be covered by the Group Benefit Plan as set out in Article 37 provided the Employee continues to remit both the Employer portion and the Employee's own portion of the benefit contribution.

- a) Should there be a reduction in the workforce, Employees will be subject to layoff in the reverse order of their Bargaining Unit seniority and the following order will apply:
 - i) Volunteers
 - ii) Seasonal Employees
 - iii) On Call
 - iv) Part-time Employees
 - v) Full-time Employees
- b) Employees may have their status changed on a reduction of the work force due to a layoff based upon operational requirements.

ARTICLE 31 Employee Performance Review and Employee Files

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

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

ARTICLE 32 Grievance and Arbitration Procedure

.01 This grievance procedure is not intended to preclude any discussion between Employees, Union representatives and Employer representatives. An Employee should discuss a complaint with her immediate supervisor before presenting a grievance through the authorized representative of the Alliance. The supervisor shall discuss the complaint with the Employee in an attempt to resolve the issue and may remind the Employee of her right to have an Alliance steward or other authorized representative of the Alliance Company her during such discussion.

- .02 If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arise between the Employer and/or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- .03 The time limits set out in the grievance procedure are mandatory for both parties. In calculating time limits. All time limits shall be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing, such agreement will not be unreasonably withheld.
- .04 If the time limits set out in Complaint Step, or Step 2 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- .05 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- .06 Employee(s) upon request shall have the right to be represented at any step of the grievance procedure. The Employee(s) and the Union representative shall be given reasonable leave with pay to attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- .07 The Employer shall post the names and/or titles of the appropriate designated Employer representatives at its pre-flight briefing facility.

.08 **STEPS OF THE GRIEVANCE PROCEDURE**

a) **Step 1 – Complaint**

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

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

b) **Step 2**

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

.09

ARBITRATION

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

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

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

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

The Arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the Arbitrator.

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

.10

POLICY GRIEVANCE

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

.11

EXPEDITED ARBITRATION

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

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.
- b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- c) Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing.

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

ARTICLE 33 Technological Change

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

ARTICLE 34 Seniority

.01 DEFINITION

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

.02 If a part-time Employee moves to a full time position her or his seniority as a part-time Employee will be recognized on the basis of one hundred percent (100%) credit on the calculation of his or her full-time seniority based on date of hire.

.03 When two or more Employees commence work on the same day the procedure for establishing their relative seniority shall be determined by the drawing of lots at random by concerned Employees in the presence of a representative of the PSAC and a representative for the Company.

.04 Seniority lists will be maintained and posted by the Employer. Employee status, whether full time or part time, shall be included on this list. The list will be revised as changes occur or at least once per year. A copy will be forwarded to the President of the Union Local.

An Employee shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Company, in writing, of any errors with respect to their seniority date. Thereafter, the Employee shall be deemed to have accepted the seniority dates posted

.05 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for the period of that appointment or assignment provided that such an appointment is made in accordance with Pay Administration Article 20.03.

.06 An Employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

.07 An employee shall lose seniority and be deemed to have terminated her/his employment when the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns;
- c) retires;
- d) in the event of a layoff, fails to return to work within fourteen (14) calendar days after being telephoned or notice of recall by registered mail is sent to the employee's last known address and deemed to be received, unless the employee is unable to do so as a result of sickness or for other satisfactory reasons acceptable to the Employer;
- e) uses an authorized leave of absence for a purpose other than that

- for which the leave was granted;
- f) fails to return to work upon the expiration of an authorized leave of absence subject to (d) above;
- g) fails to report to work and inform the employer of their absence remains away from work without authorization and/or satisfactory reasons for a period of more than five (5) consecutive working days;
- h) is laid off for a period of more than twelve (12) months.

ARTICLE 35

Sick Leave with Pay

SICK LEAVE

.01 Full-time Employees will be entitled to five (5) days per calendar year. Such leave shall accumulate from year to year to a maximum of eight (8) days in any given year. Credit hours for part-time employees will be pro-rated. On call employees shall not be eligible for sick leave.

The Employer shall maintain an up-to-date record of the balance of sick leave credits accumulated by Employees.

.02 An Employee shall be granted sick leave with pay when unable to perform his or her duties due to illness or injury. A note from a Doctor or qualified medical practitioner may be required by the Company for an illness or injury, however, for any absence of less than three (3) consecutive days, such request will not be made unreasonably.

- a) Should the employer require a medical certificate, the employer will reimburse the Employee the cost of obtaining the medical certificate.
- b) She or he has the necessary sick leave credits.

.03 Where an Employee will be absent due to illness or injury, she shall endeavour to provide reasonable prior notice to the Employer.

.04 After completion of the probationary period, sick leave may be advanced at the discretion of the employer. Such discretion shall not be unreasonably withheld.

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

INJURY ON DUTY

.06 While awaiting a decision from the Workers' Compensation Board, an Employee shall be able to continue their sick leave to the extent such leave is available until final level of appeal is resolved.

.07 An Employee shall be granted injury-on-duty leave for such reasonable period as may be determined by the Workers' Compensation Board and where it is determined by the Workers' Compensation Board that they are unable to perform their duties because of

- a) personal injury accidentally received in the performance of their duties and not caused by the Employee's wilful misconduct;

- b) sickness resulting from the nature of their employment;
- c) overexposure to other hazardous conditions in the course of their employment;

.08 An Employee unable to work because of a work-related injury or illness shall inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be promptly forwarded to the Workers' Compensation Board.

Benefits from the Workers' Compensation Board shall be paid to the Employer until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the Employee.

When an Employee has been granted injury-on-duty leave, in accordance with Article .01 above, the Employee continue to accrue Seniority, and any other credits in accordance with this agreement.

.09 The Company recognizes that at times personal emergencies are such that an employee may be unable to report for work as scheduled. Therefore, an additional three (3) days without pay per year shall be provided in order that a Flight Attendant can deal with a personal emergency. It is understood this personal leave cannot be carried over. Each Employee is expected to use their Personal emergency leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements.

.10 The employer may ask that the Employee provide reasons for such leave requests. Such leave requests shall not be unreasonably denied.

.11 Where practicable Personal Leave should be requested by the Employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

ARTICLE 36 Registered Retirement Savings Plan

.01 An employee will become eligible for the Company R.R.S.P. after 1 year of continuous employment.

ARTICLE 37 Health & Benefit Plans

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

ARTICLE 38 Indemnity

.01 The Company agrees to provide at no cost to the Employee, Legal Counsel to defend any Flight Attendant and her estate in any legal actions brought forth against her as the result of the performance of her duties on behalf of the Company, including

but not limited to any damage to Company or other property, and to protect and hold her harmless from any judgment rendered thereunder. Indemnity is subject to cooperation with counsel provided by the insurance carrier or by the Company. The exception to this clause would be the gross negligence or wilful misconduct on the part of the Flight Attendant.

ARTICLE 39 Union Management Meetings

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

ARTICLE 40 Health and Safety Committee

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

ARTICLE 41

Uniforms and Clothing

- .01 The Company will pay for and supply each full-time Flight Attendant the Initial Basic Uniform pieces described in the Chart set out in Appendix C. Part-time, On-call and Seasonal Flight Attendants will receive a Basic Uniform based on season and hours of work.
- .02 Initial Basic Uniform pieces shall be distributed seasonally each year.
- .03 Any additional uniform pieces to the Initial Basic Uniform described in the Chart set out in Appendix C may be purchased at cost and paid for by an Employee.
- .04 Costs for all additional accessory items not included in the above noted list will be borne by the Employee.
- .05 Full time, Part time shall receive a \$250.00 footwear allowance per calendar year for the purchase of appropriate footwear. Seasonal and on call Flight Attendants shall receive \$125.00 per year for the purchase of approved footwear. In the event that the full amount is not used in any given calendar year, a credit for any unused amounts may be carried forward for a maximum of one year.
- .06 The Company will provide each full-time Flight Attendant with an allowance of \$40.00 per block for dry cleaning. This amount will be pro-rated for seasonal, part-time, and on-call Flight Attendants based on hours of work.
- .07 All approved alterations will be paid for by the Company. Approval for an alteration must be obtained from a member of the In-Flight Management Team.
- .08 A member of the In-Flight Management Team, after assessment of the uniform, may approve partial or full cost coverage for severe or major alterations not covered above. This will be done on a case by case basis.
- .09 If any uniform piece is damaged as a result of normal usage (beyond normal wear) while on duty, the Company shall replace or repair the item at the cost of the Company.
- .10 The Company shall loan and pay 100% of the following Maternity Uniform pieces upon request: 1 pair of pants; 1 dress; 2 blouses and 1 overcoat. All Maternity Uniform pieces must be returned to the Uniform Coordinator once no longer needed.
- .11 Upon termination, Flight Attendants shall return all uniform pieces that were paid 100% by the Company. The full depreciated value of any such uniform pieces not returned to the Company shall be deducted from the Flight Attendant's final pay cheque.

ARTICLE 42

Agreement Re-Opener

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

ARTICLE 43 Terms of the Agreement

- .01 The duration of this collective agreement shall be from October 01, 2014 and will remain in effect until September 30, 2017.

ARTICLE 44 Wages

- .01 Effective November 1, 2014, implementation of nine (9) step Wage Grid.
Effective November 1, 2015: 1% increase for pay steps 1 through 8 and 2.00% increase for step 9.
Effective November 1, 2016: 1% increase for pay steps 1 through 8 and 2.00% increase for step 9.
- .02 The conversion from the previous pay grid to the new pay grid will be implemented as follows:
- Effective November 1, 2014 an employee would move from their existing pay rate to the grid according to their years of service.
 - Subsequently on the anniversary date of their hire, the employee will proceed to the next step until they reach the maximum rate for the position.

.03 WAGE GRID EFFECTIVE NOVEMBER 1, 2014:

2014 Rates									
Job Title	1	2	3	4	5	6	7	8	9
Flight Attendant	27.94	29.14	30.34	31.54	32.74	33.94	35.14	36.34	36.95
In-Charge	35.92	37.33	40.15	41.36	42.61	43.90	45.22	46.59	47.25

2015 Rates									
Job Title	1	2	3	4	5	6	7	8	9
Flight Attendant	28.22	29.43	30.64	31.86	33.07	34.28	35.49	36.70	37.69
In-Charge	36.28	37.70	40.55	41.77	43.04	44.34	45.67	47.06	48.20

2016 Rates									
Job Title	1	2	3	4	5	6	7	8	9
Flight Attendant	28.50	29.72	30.95	32.18	33.40	34.62	35.84	37.07	38.44
In-Charge	36.64	38.08	40.96	42.19	43.47	44.78	46.13	47.53	49.16

- .04 One-time \$1,500 lump sum payment for all Flight Attendants currently at the top pay level year 2014 only.

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SIGNED: October 29, 2015

Signatures

For Air North
Charter & Training Ltd.



Joseph Sparling
PRESIDENT



Nola Munro
COMMITTEE MEMBER



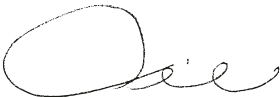
Brooke Romanuik
COMMITTEE MEMBER



Bruce Demchuk
COMMITTEE MEMBER



Ben Ryan
COMMITTEE MEMBER



Paul Devine
CHIEF NEGOTIATOR

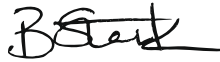
For PSAC



Jack Bourassa
REVP NORTH



Deneen Tizya
COMMITTEE MEMBER



Brianna Stark
COMMITTEE MEMBER



Derric Lewis
COMMITTEE MEMBER



Erna Post
COMMITTEE MEMBER

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Appendix A: Scheduling

ARTICLE A(1): DEFINITIONS

- .01 *Block Hours* means the elapsed time between actual gate departure and actual gate arrival times.
- .02 *Block Period* means a twenty-eight (28) day cycle for schedules and payroll. Each period is numbered from one (1) through thirteen (13) for each year.
- .03 *Credit Hours* means compensated time and includes flight time, duty period, duty time, ground time when passengers do not deplane, security checks, terminating flights where there are no groomers and Flight Attendants are required to groom planes, post flight administration, reserve and deadhead.
- .04 *Crew Pairings* means a pre-arranged schedule of one or more consecutive daily periods for bidding purposes associated with a flight or series of flights from the first report time to the last release time. A crew pairing includes (but is not restricted to) all pertinent flight information required to operate a flight from the check in to check out including operating times, block time, flight numbers, destinations, credits – remuneration, per diems, crew accommodations and any special information deemed pertinent to the operation of the flight or series of flights. All pairings must start and end at the Flight Attendant's home base.
- .05 *Deadhead* means to travel by air or surface transportation at Company request to meet the requirements of service.
- .06 *Extra Hours* means additional credit hours worked in excess of the minimum legal block hours up to eighty-five (85) hours and paid at the straight time rate of 1.0.
- .07 *Flight Time* means the elapsed time between initial ramp departure, block out, or engine start-up, whichever comes first and actual ramp arrival, block in, of the aircraft, or engine shutdown, whichever comes last.
- .08 *Guaranteed Day(s) Off* means an unbroken period of twenty-four (24) hours off duty and free from all work related responsibilities and duties commencing 0001 at the Employee's home base, designated with an X in a Blockholder's schedule.
- .09 *In-Charge Designation* where there is more than one Flight Attendant working on a flight the senior qualified Flight Attendant may be designated as the in-charge Flight Attendant. The in-charge Flight Attendant shall be in charge of all cabin service and give work direction to other Flight Attendants working the flight and shall perform duties of the position as referred to in Article 28.02.
- .10 *Mixed Blocks* means a block that contains flights, reserve periods and days off.
- .11 *Month* means Block Bid Periods as established by agreement between the Union and the Company.
- .12 *Open Flight* means a block or flight or pairing not included in a regular block or a flight(s) that becomes available during the month.
- .13 *Per Diem* is a reimbursement to cover meal expenses when crew members are required

to overnight away from the home domicile as determined by crew pairings.

- .14 *Reserve* means a period of time during which a Flight Attendant must be available (on call) for Flight Duty. Reserve days shall be designated on the Blocks with an "R"
- .15 *Shift Schedule* means a projection of Employees' Shifts at a Location with regard to days worked and days off, including shift starting and ending times.

Appendix B: Block Rules

ARTICLE B(1) Objectives

- .01 The fundamental objectives of block rules are as follows:
To provide an orderly method of flight assignment consistent with seniority as set out in the provisions of this Agreement and to allow Flight Attendants the opportunity for adequate rest to ensure the safe and proper performance of their duties to provide coverage for all flights in a direct and efficient manner
- .02 These rules envision that Flight Attendants will have the necessary qualifications to perform the duties required of them by virtue of their seniority and the other provisions of this Agreement.

ARTICLE B(2) Blocking Committee

- .01 The schedule shall be prepared by the Company. The Company will consider suggestions from the Union Committee member for the improvement of pairings prior to publication in the bidding package.
- .02 The Union will designate a Union committee member to participate in the scheduling process. The Union representative will receive six (6) credit hours per month and this will be increased in the event the Company assigns additional time to complete the scheduling.
- .03 The production and amendment of the schedule will be the joint responsibility of the Company scheduler representative and the Union Committee member.
- .04 The schedule will be constructed ensuring all operational requirements of the Company are met. This shall take into account the qualifications and availability of the Flight Attendants, their seniority and scheduling preferences while adhering to the scheduling provisions of this Agreement.
- .05 The scheduling committee shall complete the schedule work no later than 1800 of the seventh (7th) day after the submission of bid sheets. The Company shall publish the schedule immediately thereafter.

ARTICLE B(3) Duration of Block Rules

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

ARTICLE B(4) Rules for Block Preparation

- .01 The Block rules outlined in the Agreement shall be used in the establishment and preparation of the Blocks.
- .02 The monthly Flight Attendant schedule published by the Company shall include a pairing summary of all known flight crew requirements. The monthly schedule shall include, but not be limited to the following:
- a) Identification of Flight Attendant by name;
 - b) Identification of work assignment and/or status (including Company required deadheading and reserve);
 - c) Reserve;
 - d) Guaranteed days off;
 - e) Approved Vacation Days ; and
 - f) Training.

ARTICLE B(4.01) Company Information

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

ARTICLE B(4.02) Known Flying

- .01 All flying, Training and meeting dates that are confirmed and known for the month will be blocked.

ARTICLE B(4.03) Bidding

- .01 Flight Attendants shall submit their bids upon receipt of the bid sheet and will have up

to five (5) days to complete and submit a bid form for requested blocks.

- .02 After 1800 hours of the fifth day of the bidding period, once all Flight Attendants have bid, the scheduling committee shall assign flights.
- .03 Flight Attendants may submit their preferences by email to the scheduling committee.
- .04 Blocks will be built giving full consideration to the bid preferences of the Employee in order of seniority. In the construction of blocks, training, vacation leaves of absence and the Union leave will be placed in the blocks following block overlap and given the applicable credit value. A block which has reached the minimum of seventy-five (75) hours will not have additional duty added, unless the Flight Attendant has requested more than the minimum monthly legal block, or operational requirements necessitate increased hours.
- .05 Where a Flight Attendant will not be available during the bidding period, the Flight Attendant shall either have a standing bid preference on file with the scheduling committee or designate someone to bid on her behalf. This designation shall be forwarded to the committee in advance of the start of bidding. Failure to do either will mean the Flight Attendant will have to bid on open flying.
- .06 A Flight Attendant may request a maximum of two (2) guaranteed days off in conjunction with scheduled annual vacation.
- .07 Vacation periods, and GDO's as per Article B(4).02 block overlaps, and training (including line indoctrination flights) will be placed on a Flight Attendant's block prior to her bid preferences.
- .08 The Company shall not remove reserve days in order to cover unblocked flying
- .09 Any unblocked flying shall go into open flying.

ARTICLE B(4.04) Changes

- .01 The block must be legal in all respects. The Company may reject any block that does not conform to this agreement. The Company scheduler will make any corrections that are required if it is not practical for the Committee to make the changes in time for distribution.
- .02 If problems arise during the block building or scheduling process and all scheduling rules have been followed, the Union and the Company will consult on how the problem will be resolved. The Company agrees that major changes to the published Flight Attendant schedule will be made in consultation with the Union.

ARTICLE B(4.05) Contesting

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

ARTICLE B(5) Distribution of Blocks

- .01 The Company will furnish each Flight Attendant with an electronic copy of the blocks by 1800 fourteen (14) days prior to the commencement of the next block month and with a back up copy in the Flight Attendant's mail box
- .02 Errors discovered after the blocks are published and distributed will be corrected to the mutual satisfaction of the Company and the Union consistent with this Agreement. Affected Flight Attendants shall be notified immediately after the error is discovered. Monthly minimums shall still apply. Changes will not affect previously awarded GDO's.

ARTICLE B(6) Revisions and Reassignments

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

ARTICLE B(7) Shift Trades

- .01 Employees will have the right to trade Shifts and days off or to arrange for another Employee to work their Shift subject to Company approval and the following conditions:
- a) Work in the same position and Location and possess the ability to do the job of the person with whom they are trading;
 - b) Employees shall advise their Supervisor of the Shift trade at least three (3) days in advance or any shorter notice that may be agreed upon between the Supervisor and the Employees concerned. These arrangements will be in writing or via email and agreed to by the Employees and the Supervisor. Once agreed to, the Employee(s) assume(s) full responsibility for the exchanged Shift;
 - c) All overtime and time credit provisions will apply to the Employee who actually works the Shift;
 - d) Shift changes shall not result in additional costs to the Company;

- e) The Company and the Union recognize that an Employee's entitlement to exchange Shifts is not intended to allow Employees, for all intents and purposes, to trade away her Shift Schedule.

ARTICLE B(8.01) Cancellations Prior to Check In

- .01 If a flight is cancelled, crew members may be released from duty or reassigned. Reassignment credit hours for crew pairings will apply where a reassignment is possible. Where no reassignment is possible the Flight Attendant shall be paid the greater of:
 - a) the original pairing or portion of a pairing; or
 - b) flight credits as per Article 18.
- .02 It is understood there will be no per diems or meal allowances for the cancelled flight.

ARTICLE B(8.02) Cancellations after Check In

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

ARTICLE B(9) Checking Schedule

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

ARTICLE B(10) Open Flying

- .01 Open flying shall consist of all unblocked flying and flying that becomes available during the month. Flight Attendants who wish to avail themselves of open flying for the following month will indicate that on the monthly bid sheet;
- .02 Open flying shall be awarded on the basis of seniority but shall not normally be assigned to incur overtime.
- .03 Once awarded an open flight, the Flight Attendants must operate the flight.
- .04 Provided that it does not disrupt a Flight Attendant's regular block, open flying shall be awarded in accordance with seniority by eighteen hundred (1,800) the day prior to the flight. The Company shall make reasonable attempts to contact open fliers to award open flying as it becomes available throughout the day, but any Flight Attendant who has not been contacted may contact the Company before eighteen hundred (1800) to check whether any open flying is available. After eighteen hundred (1,800) the Flight Attendant is not obligated to take such flights.

- .05 Crew scheduling shall leave a message where possible when calling to inform a Flight Attendant of open flying as per Article (.04) above

ARTICLE B(11) Reserve – Regulations

- .01 The reserve period within the scheduled reserve day shall not exceed fourteen (14) hours. The combined length of the reserve period and any duty which may be assigned within that period shall not exceed nineteen (19) hours. Example: A Flight Attendant commencing a reserve period of 0600 who begins flight duty at 2000 must be released from flight duty no later than 0100 the next day.
- .02 The normal starting time for the reserve period shall be four forty-five a.m. (04.45) local time. The start time may be changed provided the reserve Flight Attendant is advised at least ten (10) hours prior to the new start time.
- .03 If more than one (1) Flight Attendant has the same reserve duty period the senior reserve Flight Attendant shall have the right of the first refusal for any duty that falls within this reserve duty period provided the junior Flight Attendant(s) are legal to operate the flight or pairing.
- .04 A reserve Flight Attendant shall be given not less than sixty-five (65) minutes to report for duty, but in any event will do so as quickly as is reasonable. A reserve Flight Attendant shall be considered on call at all times during her fourteen (14) hour reserve period. The Flight Attendant shall advise Dispatch where she can be reached by telephone.
- .05 A Flight Attendant, while on reserve duty may be granted, where operationally feasible, a release from duty for up to one and one half (1.5) hours for the purpose of conducting personal business.

ARTICLE B(11.01) Credits for Reserve

- .01 Reserve days will be given a two (2) hour credit which will be applied towards pay and the maximum monthly limitations.
- .02 When a reserve Flight Attendant operates she/he shall receive the greater of the four (4) hour credit or flight time credits as per Article B17.

ARTICLE B(12) Guaranteed Days Off

- .01 Guaranteed Days Off (GDO's) shall commence at 0001 hour and shall be marked as an X on the schedule.
- .02 Each Flight Attendant shall be guaranteed a minimum of nine (9) guaranteed days off per month.
- .03 Where a duty period extends into a scheduled GDO by more than two (2) hours, the GDO shall be replaced and the Flight Attendant shall receive overtime for the amount of the duty period Following that two (2) hours.

- .04 Overtime will apply when a crew member has less than nine (9) guaranteed days off in the 28-day block; overtime will be applied to the last day(s) worked in the block.

ARTICLE B(13) Rest Between Shifts

- .01 All Shift Schedules or reassignments will contain periods of not less than:
- a) **Home Base** – nine (9) consecutive uninterrupted hours off duty between Shift termination and the commencement of the next Shift.
 - b) **Away from Home Base** – nine (9) consecutive uninterrupted hours off duty between Shift termination (room key in hand) and the commencement of the next Shift.
- .02 Rest Periods do not include the fifteen (15) minutes after ramp arrival or as per B16 Duty Period and the one (1) hour prior to the next departure.
- .03 The Company shall not interrupt a Flight Attendant’s minimum crew rest in order to assign her duty. Any interruption of the minimum crew rest unless it is in the hour prior to check-in shall constitute a recommencement of that minimum crew rest unless it is in the hour prior to check-in, and then only to inform the Flight Attendant that her check-in-time will be delayed.
- .04 Legal crew rest provisions shall also apply to training.

ARTICLE B(14) Order of Flight Assignment

- .01 Flight Attendant scheduled for the flight;
- .02 Flight Attendant on reassignment as per Article B6;
- .03 Flight Attendant on reserve per Article B11;
- .04 Flight Attendant in open flying as per Article B10 Open Flying (provided that premium rates are not required);
- .05 On Call Flight Attendant(s);
- .06 Draft as per Article B15 Draft Procedures.

ARTICLE B(15) Draft Procedures

- .01 Draft Definition: A draft is the assignment of a Flight Attendant to duty on a scheduled day off.
- .02 Drafts: The Company will contact available Flight Attendants in the following order:
- a) Flight Attendants on day off (Non GDO);
 - b) Flight Attendants on GDO;

- c) Flight Attendants already operating a flight on the day of the draft;
- d) Any Flight Attendant assigned duty on a guaranteed day off will be paid at the hourly overtime rate;
- e) No Flight Attendant shall be obligated to accept a draft during a scheduled vacation period.

.03 Drafting Procedure: The Company shall offer the option to accept or refuse a draft to available Flight Attendants in seniority order. Should the senior Flight Attendant(s) decline the draft, the most junior Flight Attendant(s) available shall be required to accept it.

.04 Crew Scheduling shall leave a message where possible when drafting Flight Attendants.

ARTICLE B(16) Duty Period

.01 A duty period shall commence

- a) one (1) hour prior to scheduled departure/deadhead for all regular flights.
- b) seventy-five (75) minutes prior to scheduled departure for all international flights.

.02 A duty period shall continue until the later of:

- a) fifteen (15) minutes after ramp arrival of the flight operated or Deadheaded;
- b) until the last passenger deplanes the aircraft as noted on the Flight Report;
- c) actual arrival at the airport or hotel in the case of a Deadhead by surface transportation; or
- d) for a period of thirty (30) minutes after the arrival at the gate of a flight where customs clearance is required.

.03 Due to a late inbound flight, where legal crew rest cannot be taken as per their published scheduled block, Cabin Personnel shall be removed from their next scheduled Flight or Flight Pairing, whenever it is operationally possible to replace them. Every effort will be made to accommodate the removal from the next duty period. Cabin Personnel shall be required to contact Crew Scheduling on arrival to confirm loss of Flight. Should they not be able to be replaced, the reporting time will be adjusted so that the Employee would arrive at the airport at the adjusted reporting time at which time the duty period would commence. In this case, the Employee's duty period will be credited one (1) hour prior to departure.

ARTICLE B(17) Flight Time Records

.01 A record of each Flight Attendant's accumulated Flight Time shall be maintained by the

Company and made available to the Flight Attendant concerned on request. All flight time, overtime, and other credits will be identified on the Flight Attendant's monthly time sheet. Monthly summaries will be given to the Local President.

.02 Flight Attendants shall complete time sheets in accordance with Company policy and submit them as required by the Company.

Appendix C: Uniforms

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

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

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

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

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

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

Appendix D

- .01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that the Employer modify her job functions or reassign her to other flights or another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the fetus or child.
- .02 An employee's request under Article .01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk.
- .03 Where a request has been made by an Employee, the Company shall examine the request in consultation with the Employee and where reasonably practical, shall modify the Employee's job functions or reassign her to other Flights or another job.
- .04 An employee who has made a request under Article .01 is entitled to continue in her current job while the Employer examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- a) modifies her job functions or reassigns her; or
 - b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall, for all purposes be deemed wages.
- .05 The onus is on the Company to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Company shall so inform the employee in writing.
- .06 Where the Company concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate.
- .07 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall be deemed to continue to hold the job that she held at the time of making the request under this Article, and shall continue to receive the wages and benefits that are attached to that job.
- .08 An Employee is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.
- .09 An Employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24th) week by reason of the pregnancy or nursing and indicating the duration of that inability.
- .10 An Employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two (2) weeks' notice in writing to the

Company any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

- .11 The Company may only require a pregnant Employee to take a leave of absence from employment without pay, if the Employee is unable to perform an essential function of her job and no appropriate alternative job is available for that Employee and only for such time as she is unable to perform that essential function.
- .12 The burden of proving that a pregnant Employee is unable to perform an essential function of her job rests with the Company.

Letters of Understanding

L.O.U.# 1

Transition Provisions: Right of Election

- .01 Notwithstanding the existing Seniority and Layoff language in the Collective Agreement, the current Flight Attendant Manager or the current In-Flight Supervisor may elect to return to positions in the Bargaining Unit and apply their seniority as employees in the Company from their date of hire.
- .02 The right of election under this Letter of Understanding shall be limited to twelve (12) months from the date of signing the Collective Agreement, following which the right of election will expire if not exercised.

L.O.U.# 2

Scheduling Committee

- .01 During the course of bargaining for a first Collective Agreement, the parties formed a union-management Transition Scheduling Committee ("Committee") to examine options for designing, building and implementing an automated preferential flight bidding and scheduling system.
- .02 The Committee is considered to be transitional because the system is seniority based and is a new scheduling system for the Employer. The Committee will continue to examine cost effective scheduling options that improve the efficiency of scheduling while ensuring an ability to accommodate individual preferences. This may involve but is not limited to automating some or all of the scheduling process, interviewing contractors and or recommending software as appropriate.
- .03 Derric Lewis from the Union and Ben Ryan from the Employer were appointed to the Committee. The total Committee membership will be comprised of four (4) persons, two from the Union and two from the Company. Two of the Committee members should be experienced in scheduling manually to address issues arising from the implementation of the new bid system.
- .04 It is understood that it will take some time to fully implement the new seniority based bidding system and as such, the committee will have a one year mandate from the date of ratification of this Collective Agreement. The work of the Committee will be to operationalize the Scheduling and Block Rules set out in Appendices A and B of the Collective Agreement.
- .05 The Committee will meet at least once per month or more often as needed. The Company agrees to pay all costs including the release time associated with the work of the Committee for the Union Transition Committee members.
- .06 The Transition Committee will provide progress reports to both the Union and the Employer after each quarter. A final report with recommendations if any, will be produced and circulated within 30 days of the completion of the one year mandate.
- .07 The Union and the Employer will meet to review as soon as is practicable and in any event no later than 60 days after receipt of the report. The parties will discuss the

recommendations of the Committee. If necessary, the Collective agreement may be re-opened to negotiate unanimous non-monetary scheduling issues identified in the final report of the Committee. Outstanding unanimous non-monetary items if any, which cannot be agreed to will be mediated through a FMCS officer and if still not resolved will be submitted to binding arbitration and Article 32 Arbitration will apply.

L.O.U.# 3 Vancouver Resident Flight Attendants

- .01 Existing provisions relating to the domicile accommodation of Patti Nagano and Erica Craft will remain in force as long as the aforementioned employees remain employed with Air North or until Vancouver is designated by the Company as a base.

L.O.U.# 4 Part-Time Employees

- .01 While Part-Time Flight Attendants are normally scheduled to work 40 hours or less per Block period, Joan-Mary West has been regularly scheduled to work up to $\frac{3}{4}$ of the hours scheduled for a full time Flight Attendant during each Block period. The parties agree that the Employer may continue to schedule this Employee on this basis for long as she remains an Employee of Air North.



LETTER OF UNDERSTANDING #7

BETWEEN:

Air North Charter and Training Ltd.

(the "Employer")

- and -

Public Service Alliance of Canada (YEU Local Y036)

(the "Union")

(Together referred to as the "Parties")

WHEREAS the Parties recognize that the impact of COVID-19 has created circumstances not contemplated under their collective labour agreement;

AND WHEREAS the Parties understand that a temporary wage freeze is being implemented Company-wide affecting all Company employees in an effort to reduce operating and overhead costs and to ensure the viability of the airline;

AND WHEREAS the Company is continuing to seek financial relief funding from applicable programs;

NOW THEREFORE the Parties have agreed as follows:

1. Retroactive to March 29, 2020, the Company will not pay any wage and salary increases until such time as the parties will meet the first week of August to review the economic situation and determine if an extension of the wage freeze is warranted.
2. The wage freeze will be in effect for the duration that Air North is participating in the Canada Emergency Wage Subsidy program.
3. During the wage freeze the Company will not lay off any bargaining unit employees
4. Once the temporary wage freeze is lifted, all flight attendants will advance on the wage scale set out in Article 23 of the Collective Agreement to the level that they would have been in but for the wage freeze.
5. The parties will convene in the first week of August to review the economic situation and determine if an extension of the wage freeze is indicated.
6. The parties agree that this letter of understanding will not prejudice the position either party may take in ongoing proceedings before the CIRB.

It is agreed that this Letter of Understanding reflects current knowledge and available information and that the parties may need to discuss the above terms if circumstances change significantly prior to the expiry of this Letter of Understanding.

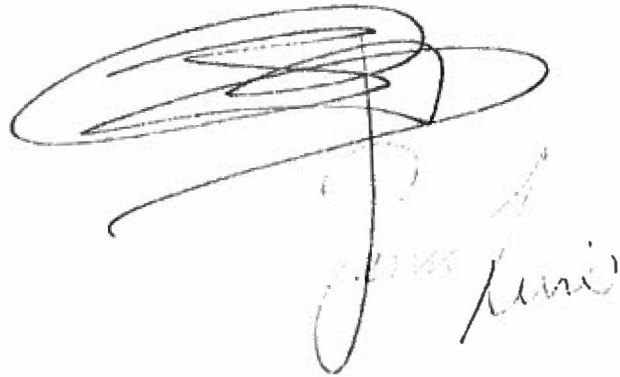
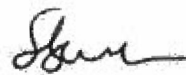
This agreement shall remain in effect until December 19th, 2020 unless renewed or amended by mutual consent.

Date July 27, 2020

AN

A highly stylized, circular handwritten signature in blue ink.

PSAC

A handwritten signature in black ink, consisting of a large, loopy initial followed by a name that appears to be "James Lewis".A handwritten signature in black ink, possibly reading "John".

7/31/20