



**COLLECTIVE AGREEMENT**

**BETWEEN**

***CUPE LOCAL 4029***

**AND**

***CALM AIR INTERNATIONAL LP.***

**May 1, 2022 to April 30, 2026**

## Table of Contents

|  |           |
|--|-----------|
| <b>ARTICLE 1 – PREAMBLE.....</b>                               | <b>4</b>  |
| <b>ARTICLE 2 – RECOGNITION .....</b>                           | <b>4</b>  |
| <b>ARTICLE 3 – DEFINITIONS .....</b>                           | <b>6</b>  |
| <b>ARTICLE 4 – GENERAL .....</b>                               | <b>11</b> |
| <b>ARTICLE 5 – OCCUPATIONAL HEALTH &amp; SAFETY.....</b>       | <b>13</b> |
| <b>ARTICLE 6 – BASES .....</b>                                 | <b>14</b> |
| <b>ARTICLE 7 – PROBATION .....</b>                             | <b>16</b> |
| <b>ARTICLE 8 – BENEFITS.....</b>                               | <b>16</b> |
| <b>ARTICLE 9 – PAY .....</b>                                   | <b>20</b> |
| <b>ARTICLE 10 – FLIGHT TIME &amp; DUTY PERIOD CREDITS.....</b> | <b>28</b> |
| <b>ARTICLE 11 – OVERTIME BANK.....</b>                         | <b>29</b> |
| <b>ARTICLE 12 – ANNUAL VACATION .....</b>                      | <b>30</b> |
| <b>ARTICLE 13 – STATUTORY HOLIDAYS .....</b>                   | <b>31</b> |
| <b>ARTICLE 14 – SICK LEAVE .....</b>                           | <b>33</b> |
| <b>ARTICLE 15 – EMERGENCY DAYS.....</b>                        | <b>34</b> |
| <b>ARTICLE 16 – LEAVES OF ABSENCE .....</b>                    | <b>34</b> |
| <b>ARTICLE 17 – LAY-OFF AND RECALL.....</b>                    | <b>37</b> |
| <b>ARTICLE 18 – MINI BLOCKS .....</b>                          | <b>39</b> |
| <b>ARTICLE 19 – RETIREMENT TRANSITION PLAN.....</b>            | <b>40</b> |
| <b>ARTICLE 20 – ACCOMMODATION AND TRANSPORTATION.....</b>      | <b>41</b> |
| <b>ARTICLE 21 – UNION .....</b>                                | <b>43</b> |
| <b>ARTICLE 22 – MOVEMENT WITHIN THE COMPANY .....</b>          | <b>49</b> |
| <b>ARTICLE 23 – RELOCATION .....</b>                           | <b>49</b> |
| <b>ARTICLE 24 – UNIFORMS.....</b>                              | <b>51</b> |
| <b>ARTICLE 25 – TRAINING .....</b>                             | <b>53</b> |
| <b>ARTICLE 26 – MANAGEMENT RIGHTS .....</b>                    | <b>54</b> |
| <b>ARTICLE 27 – SENIORITY .....</b>                            | <b>56</b> |
| <b>ARTICLE 28 – FILLING OF VACANCIES.....</b>                  | <b>57</b> |
| <b>ARTICLE 29 – DURATION OF AGREEMENT .....</b>                | <b>58</b> |

|  |           |
|--|-----------|
| <b>BLOCK RULES .....</b>                             | <b>59</b> |
| <b>ARTICLE B1 – OBJECTIVES .....</b>                 | <b>59</b> |
| <b>ARTICLE B2 – DURATION OF BLOCK RULES.....</b>     | <b>59</b> |
| <b>ARTICLE B3 – SCHEDULING REGULATIONS .....</b>     | <b>59</b> |
| <b>ARTICLE B4 – MONTHLY CREDIT LIMITATIONS .....</b> | <b>65</b> |
| <b>ARTICLE B5 – BID PACKAGE .....</b>                | <b>65</b> |
| <b>ARTICLE B6 – BLOCKING CHAIRPERSON.....</b>        | <b>67</b> |
| <b>ARTICLE B7 – BIDDING OF BLOCKS.....</b>           | <b>68</b> |
| <b>ARTICLE B8 – AWARDING OF BLOCKS .....</b>         | <b>69</b> |
| <b>ARTICLE B9 – OPEN FLYING.....</b>                 | <b>71</b> |
| <b>ARTICLE B10 – PAIRING TRADES/ DROPS.....</b>      | <b>72</b> |
| <b>ARTICLE B11 – REASSIGNMENT .....</b>              | <b>73</b> |
| <b>ARTICLE B12 – ORDER OF FLIGHT ASSIGNMENT.....</b> | <b>74</b> |
| <b>APPENDIX A – BLOCKING RULES FLOW CHART .....</b>  | <b>77</b> |
| <b>APPENDIX B – CREDITED SERVICE .....</b>           | <b>78</b> |

## **ARTICLE 1 – PREAMBLE**

- 1.01 This Agreement is made and entered into by and between CALM AIR INTERNATIONAL LP, hereinafter referred to as the COMPANY and the FLIGHT ATTENDANTS in the employ of CALM AIR INTERNATIONAL LP, as represented by the CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the UNION.
- 1.02 In the making of this Agreement, the parties hereto recognize the objectives of promoting the safety of air transportation, the efficiency and economy of flight operations and the high quality of customer service. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this Agreement.
- 1.03 The parties agree that there shall be no strike or lockout unless the requirements of the Canada Labour Code have been met.
- 1.04 The Union and the Company will cooperate and participate in the implementation of both the Employment Equity Act and the Pay Equity Act.
- 1.05 **SAVINGS CLAUSE**  
Should any Article or provision or part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.
- 1.06 **SUCCESSOR RIGHTS**  
In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the Canada Labour Relations Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to the protection of employee seniority and other conditions of this Agreement. Failing settlement, provisions of the Canada Labour Code apply.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all Flight Attendants employed by CALM AIR INTERNATIONAL LP save and except the Flight Attendant Manager, In-Flight Safety and Service Coordinators, and Supervisory Personnel.
- 2.02 This Agreement does not apply to employees who are in initial training prior to line indoctrination as Flight Attendants. This training period will include ground training and preparation along with familiarization flights.

**2.03 UNION MEMBERSHIP REQUIREMENT**

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

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

**2.05 COLLECTIVE BARGAINING AGREEMENT AMENDMENTS**

(a) Any amendments to the Agreement, such as LOU's or Letters of Intent (LOI's) agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.

(b) Unless cancelled or otherwise specified in the amendment, all such amendments to the Agreement shall remain in full force and effect in accordance with the duration.

(c) Individual agreements on working conditions that differ from or are not provided for in this Agreement shall be invalid.

**2.06 DUTY AS A FLIGHT ATTENDANT ON COMPANY AIRCRAFT**

Only current and Qualified Flight Attendants of the bargaining unit shall be assigned to any Company flying on aircraft operated by the Company on the Company's network. Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo (where Flight Attendant(s) are required in the cabin), Charter, training, and publicity flights. Such flying shall be in accordance with the terms and conditions of this Agreement.

Notwithstanding the above, Wet Leases (contracting with another company for the provision of aircraft and crew) may be entered into by the Company under the two circumstances listed below:

(a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control. For example: weather disruptions, maintenance requirements, acts of God, delay of aircraft delivery, etc... This provision is not meant to allow the Company to layoff members of the bargaining unit or intentionally maintain staff levels below operational requirements required to maintain operational integrity.

(b) If circumstances arise that require the wet leasing of an aircraft for greater than thirty (30) days, the duration of the Wet Lease will be by mutual agreement between the Company and the Union.

### **ARTICLE 3 – DEFINITIONS**

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

3.01 **ACCOMODATIONS COMMITTEE**

Flight Attendant accommodations representative.

3.02 **AGREEMENT**

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

3.03 **BASE**

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

3.04 **BLOCK**

Means a monthly schedule including flight duty periods, training, GDOs, reserve days, vacation days, statutory holidays, Union releases and leaves of absence.

3.05 **BLOCKED OPEN FLYING**

Flight(s) or pairing(s) removed from a Flight Attendants block due to sick/ medical leave, flight(s), or pairings(s) that become available due to sick/ emergency day call ins,

3.06 **BLOCKING CHAIRPERSON**

Flight Attendant scheduling representative.

3.07 **CHARTER**

is the rental of an entire aircraft by the charterer (customer or air carrier). The air carrier that provides the aircraft incurs all related costs. For the purposes of this agreement, the Company sub-charterers other air carriers on an ad hoc basis as operationally required.

3.08 **COMPANY**

Means CALM AIR INTERNATIONAL LP.

3.09 **COOKING FACILITY**

A small cooking area that has at minimum, a microwave, hot plate, sink and access to a refrigerator & freezer.

3.10 **CREDITS**

Means the units of time that a Flight Attendant earns for pay and block time limitations.

- 3.11 DAY  
Means a twenty-four hour consecutive period.
- Calendar day means a twenty-four hour consecutive period commencing at zero-oh-one (00:01L) hours.
- 3.12 DAY OFF  
Means days off other than GDOs where an employee is not scheduled for duty.
- 3.13 DEADHEAD  
Means to travel by air or surface transportation at Company request to meet the requirements of service.
- 3.14 DISPLACEMENT  
Involuntary removal of a Flight Attendant from a scheduled assignment.
- 3.15 DUTY PERIOD  
Shall be defined according to Article B3.07.
- 3.16 EQUIPMENT  
The type of aircraft utilized for company flying operations. Example: ATR.
- 3.17 EXTRA SECTION  
An additional and/or alternate flight added to the Companies published schedule to accommodate additional passengers due to weather, maintenance and/or peak travel periods, subject to Article B9.
- 3.18 FLIGHT ATTENDANT  
Means a crew member, other than a flight crew member, who as been assigned duties to be performed in the interest of passengers and safety on an aircraft.
- 3.19 FLIGHT ATTENDANT BASE  
The specific airport designated by the Company, and indicated on the Flight Attendant Seniority List, to which a Flight Attendant or group of Flight Attendants is permanently assigned. All pairings initiate and terminate from a Flight Attendant Base.
- Existing Bases shall be Winnipeg and Rankin Inlet. Any new bases shall be designated and identified to the Union by the Company.
- 3.20 FLIGHT TIME  
Flight time for the purpose of determining flight credits will be calculated according to Article 10.02.
- 3.21 GENDER NEUTRAL USAGE  
In this Agreement, unless otherwise specifically stated, they/ their shall be inclusive of all genders and the singular shall include the plural.

**3.22 GROUND SCHOOL TRAINING**

Includes training designated by the Company, or Company initiated meetings, but does not include initial training or line indoctrination. Training shall be blocked, except by agreement with the Union.

**3.23 GUARANTEED DAY OFF (GDO)**

Means an unbroken period of twenty-four (24) hours off duty commencing at zero-oh-one (00:01L) at the employee's home base, free from all duty with the Company. A GDO shall be shown on the blocks as "GDO".

**(a) MEDICAL GUARANTEED DAY OFF (MGDO)**

Means a pre awarded GDO after sending medical confirmation to the FA Manager.

**(b) PAID GUARANTEED DAY OFF (PGDO)**

Means a Paid GDO.

**(c) STATUTORY GUARANTEED DAY OFF (SGDO)**

A GDO before or after a STAT Day for the purpose of scheduling.

**(d) TRAINING GUARANTEED DAY OFF (TGDO)**

Means a pre awarded GDO requested by the Flight Attendant in the month of but not after Annual Training.

**(e) UNION GUARANTEED DAY OFF (UGDO)**

Means a pre awarded GDO requested by the Union President for union duties.

**(f) VACATION GUARANTEED DAY OFF (VGDO)**

A GDO before or after a VACATION Day for the purpose of scheduling.

**3.24 IN-CHARGE**

Where there is more than one Flight Attendant scheduled to operate together, the senior Flight Attendant shall be designated as the In-Charge Flight Attendant.

**3.25 IRREGULAR OPERATIONS (IRROPS)**

IRROPS are considered when flight cancellations and delays occur due to conditions outside of the Company's control.

**3.26 MAINTENANCE BASE**

Any base where ground personnel are available to service and secure an aircraft upon completion of a day of service, and to prepare and aircraft for service at the beginning of a day.

**3.27 MINIMUM MONTHLY GUARANTEE (MMG)**

Means the minimum number of hours that an employee shall be paid in a month as per Article 9.05.

- 3.28 MIXED BLOCK  
Means a block that contains training, flights, reserve and days off.
- 3.29 MONTH  
Means a calendar month, except that other than a leap year, February shall be the period from January 31<sup>st</sup> to March 1<sup>st</sup>, inclusive and in leap year February shall be the period from January 31<sup>st</sup> to February 29<sup>th</sup>, inclusive.
- 3.30 MONTHLY MAXIMUM BID  
Eighty (80) credits per month or within three point-nine (3.9) Credits of the monthly forecasted average, whichever is greater, not exceeding Article B7.04.
- 3.31 NON-FLYING EVENTS  
All events in a monthly block not directly related to aircraft operation. For example: training, vacation, stats, union work, MGDO's, etc.
- 3.32 ON DUTY REST  
A period of four (4) or more hours between two (2) flights within a Flight Attendant's pairing, within the same duty period, subject to Article 20.02 (a). On-duty rest will not be implemented as a means to extend the Flight Attendants duty period as per Article B3.07 (c).
- 3.33 ONLINE TRAINING  
Includes any training completed online.
- 3.34 OPEN FLIGHT  
Means a flight(s) or pairing not awarded during monthly bid blocking or a flight(s) or pairing that becomes available during the month.
- 3.35 OPEN FLYING  
Company flying that was not known during the bid package process.
- 3.36 PAIRING  
Shall mean the time between when a Flight Attendant presents themselves for duty at their Flight Attendant base and the time they start a rest period at their base.
- 3.37 POSITIONING FLIGHT  
A non-scheduled flight, with no passengers, used to position the aircraft.
- 3.38 PROBATIONARY EMPLOYEES  
Means a Flight Attendant who has not completed twelve (12) months with the Company after successful completion of the line indoctrination.
- 3.39 QUALIFIED FLIGHT ATTENDANT

A Flight Attendant that has met all standards required by Transport Canada and Calm Air's Flight Attendant Training Programs. Will be referred to as "Flight Attendant" throughout the agreement.

**3.40 REGULAR BLOCK**

A Flight Attendant awarded a regular block on the basis of seniority, containing training, STAT, VAC, flight pairings and days off.

**3.41 REPORT TIME**

The time that a Flight Attendant is required to begin a scheduled Duty Period in accordance with Article B3.07 (a).

**3.42 RE-ROUTE**

When additional and/ or alternate destinations are added on-route to a scheduled destination, not subject to Article B9.

**3.43 RESERVE BLOCKHOLDER**

Means a Flight Attendant who operates reserve block.

**3.44 RESERVE DAY**

The twenty-four (24) hour period from midnight-to-midnight local time during which reserve duty occurs.

**3.45 RESERVE PERIOD**

The start and end time, within a reserve day, where it is required that a Flight Attendant be available for flight duty, in accordance with Article B3.06.

**3.46 REST PERIOD**

Means the period of time a Flight Attendant is free from all duty with the Company in accordance with Article B3.05.

**3.47 STATUTORY HOLIDAYS**

Means twelve (12) statutory holidays per year and bid on or scheduled as per Article 13.

**3.48 TRIP PERIOD**

Shall commence at report time on the first day of a multi-day pairing and continue until released from duty at their Flight Attendant Base.

**3.49 UNBLOCKED OPEN FLYING**

Flight(s) or pairing(s) that were published on a monthly Bid Package but not allocated during the Blocking Window/ Bidding/ Awarding process

**3.50 UNFORSEEN CIRCUMSTANCE**

Circumstances that delay a flight or series of flights because of reasons beyond the control of the Company or the crew that arise after the Flight Attendant has reported to duty that directly impacts a specific crew.

3.51 UNION

Means the CANADIAN UNION OF PUBLIC EMPLOYEES.

3.52 VACANCY

A requirement, determined by the Company, for a position at a Base to meet the operational requirements of the schedule.

3.53 WET LEASE

Is referred to an ACMI (aircraft, crew, maintenance, insurance) agreement between two air carriers. This type of agreement is typically longer term in nature. The air carrier that requests the ACMI contract is responsible for operational related costs such as fuel, Nav Canada, ground/ passenger handling, and commissary.

**ARTICLE 4 – GENERAL**

4.01 AGREEMENT PROVIDED

- (a) The Company will provide each Flight Attendant with a copy of this Agreement. The cost of producing the Agreement will be shared equally between the Company and the Union. The size and method of producing the Agreement shall be agreed to by the Company and the Union.
- (b) Both parties will endeavour to distribute the Agreement as soon as possible and in no case later than sixty days (60) from ratification of the Agreement.

4.02 DEADHEADING SEAT

- (a) Deadhead/Positioning Crew will have a confirmed seat. If possible, this will not be the flight deck jump seat. Flight Attendants shall not be required to sit in a flight deck jump seat where there is a Deadheading Pilot on board.
- (b) Flight Attendants shall be allowed to deviate from a Pairing where they are scheduled to Deadhead to home Base, and leave later than scheduled, at no charge. For clarity, duty ends as per the originally scheduled Deadhead, and the Company is only required to provide space available travel for the later Deadhead.

4.03 HUMAN RIGHTS

- (a) Neither the Company nor the Union will unlawfully discriminate in any manner against any employee of race, creed, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, Union membership or activity, place of residence, political activities, disability (mental or physical) or conviction of an offence for which a pardon has been granted.
- (b) No passenger will assault, threaten, intimidate or interfere with a crew member in the performance of their assigned duties aboard an aircraft in operation.

(c) The Company agrees to continue its policy of refusing to board passengers who have committed an offence under Article 4.03 (b) above. The In-Charge Flight Attendant has the responsibility and the authority to have deplaned any passenger who appears to be intoxicated or utters threats during the boarding process.

(d) The parties also state as follows:

- i. Any employee who believes that they have been harassed or discriminated against is encouraged to report such misconduct to the Company and the Union;
- ii. Such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the right of the alleged harasser to due process; and
- iii. Employees shall have the right to grieve according to Articles 21.03, 21.04 and 26.03.

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

#### 4.04 SAME SEX SPOUSES

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

#### 4.05 HOSTAGE INTERNMENT

- (a) While on Company duty, if a Flight Attendant is captured, held hostage or is missing, they will have their earnings continued at eighty percent (80%) of their gross earnings as established by the previous regular month's schedule.
- (b) Such compensation shall continue for the period during which the Flight Attendant is captured, held as a prisoner, hostage or until death can be established, for a maximum period of one (1) year.
- (c) The compensation allowable under Article 4.05 (a) shall be held for the Flight Attendant's account without interest, provided that any such compensation remaining from time to time available to the Flight Attendant shall be dispensed by the Company to the person or persons designated by them in the required form.
- (d) As an alternative to paying compensation in accordance with Article 4.05 (a), the Company will pay the difference between the amount of any compensation payable and the amount of any compensation otherwise

available in respect of Flight Attendants captured, held hostage or missing as described in this Article.

**4.06 LEGAL REPRESENTATION**

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

**4.07 NEW EQUIPMENT**

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

**4.08 ORDERS IN WRITING**

All orders to a Flight Attendant involving a change in location or assignment, promotion, dismissal, lay-off, disciplinary action or leave of absence shall be made in writing with a copy to the Union President.

**4.09 PERSONNEL FILE**

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

**ARTICLE 5 – OCCUPATIONAL HEALTH & SAFETY**

**5.01 OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

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

- (b) The Company shall cover the cost of flight releases for the Union Health & Safety Committee member and all reasonable expenses incurred in attendance at the Joint Occupational Health & Safety Committee meetings.
- (c) Minutes, as stipulated by legislation, shall be taken at all meetings. Copies will be signed by the designated representatives and distributed to the members of the Committee.
- (d) Prior to implementation of any new procedure or policy affecting the health and the safety of Flight Attendants the Union Health & Safety Committee will be given a reasonable opportunity to review and comment on the change before it is implemented by the Company.
- (e) A Flight Attendant will receive four (4) flight Credits for attending each meeting of the Joint Occupational Health & Safety Committee.
- (f) A Flight Attendant involved in an accident at work (as defined by the Transportation Safety Board) shall be released from duty for the remainder of their Pairing, if requested by the Flight Attendant, with pay.

5.02 SAFETY VS SERVICE ACKNOWLEDGEMENT

The Company acknowledges that the Flight Attendants primary responsibility is safety of passengers and crew. In no case shall a Flight Attendant be required to prioritize service-related duties over safety duties.

- (a) Flight Attendants will perform light grooming at station stops, except for the case when groomers are located, or at Maintenance Bases.

Light Duties are defined as:

- i. Crossing seatbelts; and
- ii. Picking up visible garbage, disposing of blankets.

- (b) Service shall not be conducted on any flights less than thirty (30) minutes, route and Pairings will not supersede these guidelines.

5.03 COMPANY MAIL

Flight Attendants shall not be responsible to carry Company mail to and from the aircraft and the crew rooms nor shall they be required to place mail in the mail folders.

ARTICLE 6 – BASES

6.01 FLIGHT ATTENDANT BASES

- (a) The following locations will be recognized as Flight Attendant Bases:
  - i. YWG

ii. YRT

(b) All Pairings will initiate and terminate from a Flight Attendant Base.

(c) If a new Flight Attendant Base is introduced into the system, the Company and the Union will enter into negotiations for the purpose of establishing terms and conditions of such Base. Terms and conditions shall be established prior to the date the Base becomes operational. If not, the Company shall establish the terms and conditions and any subsequently agreed to or arbitrated change will be effective as agreed to or as directed by the arbitrator.

i. Negotiations shall begin within seven (7) Calendar Days, after either Party has made a request for such negotiation. If an agreement cannot be reached, the difference may be submitted by either Party to the next available arbitrator as listed in Article 21.04.

ii. In the event new Flight Attendant Bases are added, positions will be bulletined in accordance with Article 28.

#### 6.02 COMMUTING

(a) If a Flight Attendant chooses to commute to their Base, it is their responsibility to ensure they are available for scheduled duty.

i. Failure to report for scheduled duty will result in the forfeit of Credits associated with their Pairing(s).

ii. MMG shall be reduced by the daily minimum guarantee per Article B8.08.

iii. Subject to disciplinary action; up to and including termination.

(b) If a Flight Attendant is unable to report for duty, they shall notify Crew Scheduling as far in advance as possible of their reporting time.

#### 6.03 MUTUAL BASE EXCHANGE

(a) Employees who wish to move to another Base will be allowed to exchange Bases as long as there is a Vacancy and they have served twelve (12) months in their current Base excluding probation, subject to seniority. All costs associated with such an exchange will be borne by the employees involved. Such exchange shall not create or fill a Vacancy.

(b) Employees awarded a mutual base exchange, will be required to remain at that Base for a minimum of twelve (12) months before being eligible for another Base transfer.

#### 6.04 COMPASSIONATE BASE TRANSFER

- (a) A Flight attendant wishing to apply for a Compassionate base transfer will do so in writing to the Flight Attendant Manager and the Union. Compassionate base transfers are temporary and will be offered for a maximum of six (6) months. The transfer can be extended once upon request for up to an additional six (6) months.
- (b) Flight Attendants awarded a Compassionate base transfer will have the following terms set out:
  - i. Must provide their own accommodations
  - ii. Seniority, pay scale, per diems and meal allowances will be adjusted to reflect the Base the Flight Attendant is temporarily transferred to
  - iii. Bidding will take place in order of Base seniority

## **ARTICLE 7 – PROBATION**

- 7.01 A new Flight Attendant will be required to serve a probationary period of one (1) year of cumulative service with the Company from successful completion of their line indoctrination. During the probationary period, the Company has the sole discretion to retain or discharge any probationary Flight Attendant. A probationary Flight Attendant shall be entitled to file a grievance in accordance with the provisions of Articles 21.03, 21.04 and 26.03, however they shall not have recourse to arbitration with respect to termination of their employment by the Company.
- 7.02 The Union shall have the right to meet formally and speak with new hires during the initial training period prior to line indoctrination. Topics will include an explanation of the blocking rules and how to prepare a bid.
- 7.03 The parties acknowledge that the purpose of the probationary period is to afford an employee an opportunity to meet Company standards. Therefore, at any time the Company has reason to believe that a probationary Flight Attendant's performance is in question, the Company will advise the Flight Attendant and draw the deficiencies to their attention, and as well shall notify the Union.
- 7.04 No Flight Attendant shall be required by the Company to serve more than one (1) probationary period.

## **ARTICLE 8 – BENEFITS**

### **8.01 GROUP BENEFITS**

- (a) Group benefits shall not be reduced during the life of this Agreement without agreement from the Union.

- (b) As a condition of employment and except as provided below, Flight Attendants will participate in the group insurance plan as arranged by the Company for all of its employees, which will be the minimum coverage available to the Flight Attendants.
- (c) The Company shall provide to every Flight Attendant literature from the insurer providing a list of benefits, including procedures for applying for and using these benefits.
- (d) The Company shall inform the Union of the costs per Flight Attendant for each of the insurance benefits, and further, shall inform the Union of any changes in underwriter(s).
- (e) The cost of the group insurance plan will be shared by the Flight Attendants and the Company. The Flight Attendants' share is the greater of:
  - i. One hundred percent (100%) of the cost of the short term and long term disability coverage, or
  - ii. Fifty percent (50%) of the total cost of all insurance plans and benefits.
- (f) Any benefit and/ or insurance provided through the group insurance plan shall be as described in the respective policy or policies of insurance. The specific application and administration of all group insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).
- (g) In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Flight Attendant and the insurance carrier concerned, and not by the grievance and arbitration provisions of this Agreement. However, if requested to do so the Company will intervene and attempt to settle the dispute between the Flight Attendant and the insurance carrier(s).
- (h) In the event that the insurance carriers, benefit plan coverage or premiums are to be amended during the term of this Agreement the Company will notify the Union sixty (60) days prior to the effective date of any such changes. The Union may elect within forty-five (45) days of notification by the Company to withdraw from the group insurance plan. In the event that the Union makes this election the Company agrees to contribute its current share of the premiums on a monthly basis to a group insurance plan of the Union's choice.
- (i) Where the Company is contemplating a change in their insurance provider(s), the Company agrees to meet with the Union to discuss and consider the Union's input on all options such as benefit packages, premiums and bids from interested insurance providers. The Company shall make all such information available to the Union.

## 8.02 PENSION PLAN

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

After completing ten (10) years of cumulative service with the Company, the employee is eligible to contribute an additional optional one percent (1%) which will be matched by the employer.

(a) The terms shall have the meanings as described below:

- i. "Plan" means a retirement vehicle as determined by the Union.
- ii. "Applicable Wages" means the regular wages for all hours worked including vacation pay.
- iii. "Eligible Employee" means an employee in the bargaining unit who has completed one (1) year of service.

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

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

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

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

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

- (g) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

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

- i. To Be Provided Once Only At Plan Commencement:
  - i. Date of Hire
  - ii. Date of Birth
  - iii. Date of First Contribution
  - iv. Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - v. Gender
- ii. To Be Provided With Each Remittance:
  - i. Name
  - ii. Social Insurance Number
  - iii. Monthly Remittance
  - iv. Pensionable Earnings
  - v. Year to Date Contributions
  - vi. Employer portion of arrears owing due to error, or late enrolment by the employer
- iii. To Be Provided Initially and As Status Changes:
  - i. Full Address
  - ii. Termination Date Where Applicable (MM/DD/YY)
  - iii. Marital Status

**8.03 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

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

**8.04 TAX-FREE SAVINGS ACCOUNT (TFSA)**

At anytime Flight Attendants may contribute to a payroll deduction TFSA with the current Company benefit provider. It is the employee's responsibility to be aware and monitor their total and annual TFSA contribution room.

**8.05 BENEFITS WHILE ON LEAVE**

If applicable, a Flight Attendant may elect to maintain their pension and benefits while on a leave of absence as per the Benefits While on Leave Policy.

**8.06 WORKERS COMPENSATION**

A Flight Attendant who is injured while performing duties away from home Base shall not have their MMG reduced pending a successful Workers Compensation or Group Insurance Plan claim. Further, upon receipt of benefits from Workers Compensation or the Group Insurance Plan, the Company will top up such benefits to an average of the Flight Attendant's last three (3) months pay for a period of up to six (6) months. Any benefits received for a time period when the Company had continued the MMG (average of last three (3) months pay) pending the benefit claim will be repaid to the Company within three (3) banking days of receipt.

**8.07 PARKING**

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

**ARTICLE 9 – PAY**

**9.01 RATES OF PAY**

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

| <b>Base Rate</b> | <b>May 1, 2022</b> | <b>May 1, 2023</b> | <b>May 1, 2024</b> | <b>May 1, 2025</b> |
|------------------|--------------------|--------------------|--------------------|--------------------|
| 0-12 months      | \$32.486           | + CPI              | + CPI              | + CPI              |
| 12-24 months     | \$34.188           | + CPI              | + CPI              | + CPI              |
| 24-36 months     | \$34.831           | + CPI              | + CPI              | + CPI              |
| 36-48 months     | \$37.897           | + CPI              | + CPI              | + CPI              |
| 48-60 months     | \$39.441           | + CPI              | + CPI              | + CPI              |
| 60-72 months     | \$44.710           | + CPI              | + CPI              | + CPI              |
| 72-84 months     | \$47.462           | + CPI              | + CPI              | + CPI              |
| 84-96 months     | \$51.045           | + CPI              | + CPI              | + CPI              |
| 96-120 months    | \$52.736           | + CPI              | + CPI              | + CPI              |
| 120-180 months   | \$54.287           | + CPI              | + CPI              | + CPI              |
| 180-240 months   | \$55.321           | + CPI              | + CPI              | + CPI              |
| 240-300 months   | \$56.355           | + CPI              | + CPI              | + CPI              |
| 300-360 months   | \$56.872           | + CPI              | + CPI              | + CPI              |
| 360-420 months   | \$57.906           | + CPI              | + CPI              | + CPI              |
| 420 months plus  | \$58.940           | + CPI              | + CPI              | + CPI              |

*\*Scale reflects 3.4% increase effective May 1, 2022*

(b) Rates of pay will be increased on the first (1st) of May of each year (2023, 2024, 2025) by the CPI National Annual Average for the previous Calendar

Year, but in no case by less than zero percent (0%) and not more than two-point five percent (2.5%) as per above pay scale.

- (c) A Flight Attendant's place on the wage scale will be determined from their successful completion of line indoctrination. They will be paid in Credits for the day on which they successfully complete line indoctrination, and thereafter.
- (d) As per the grandfathered agreement, any Flight Attendant hired prior to May 1, 2013, will have thirty-six (36) months credited service for placement on the grid. This date will be displayed in the HRIS pay system as "Seniority Date".
- (e) In no case shall a Flight Attendant's hourly wage be reduced by this Agreement.
  - i. See Appendix B for the list of Flight Attendant(s) who have been provided additional credited service for the purpose of placement on the grid.
- (f) Permanently based YRT Flight Attendants will receive a Northern Living Allowance premium equivalent to fifteen percent (15%) of their rate of pay. This premium does not apply to Per Diems and Allowances i.e. overnights and shoe allowances.

#### 9.02 PAY PROGRESSION

Salary increments shall become effective on the date where the completion of required length of service for that increment is achieved.

#### 9.03 PAY PERIODS

Flight Attendants will be paid as follows:

- (a) On the fifteenth (15<sup>th</sup>) of the month
  - i. Fifty percent (50%) of the Flight Attendants MMG
  - ii. Per diems and other expenses, owing from previous month
  - iii. Blocking Chairperson stipend
- (b) On the last day of the month
  - i. The remaining fifty percent (50%) of the Flight Attendants minimums
  - ii. The accumulated meal allowance from the previous month
  - iii. Pay adjustments owing from the previous month

Exception: If the dates above fall on a Statutory Holiday or a day when banks are closed, the Flight Attendants shall be paid one full bank day proceeding the regular payment date.

9.05 MINIMUM MONTHLY GUARANTEE (MMG)

- (a) The minimum guarantee in any month is eighty (80) Credits, unless the Flight Attendant has bid and been awarded a Mini Block, retirement transition plan or otherwise had their Block prorated as per Article 9.05 (b).
- (b) A Flight Attendant will be considered not available for work when they are not able to work on a given day, including because of a leave of absence, absence due to medical reasons for which they are not entitled to sick leave without loss of pay, failure to report for assigned work, layoff, suspension, loss of qualifications to perform the work, dismissal, unpaid vacation or resignation. The MMG will be prorated by deducting two point six-six (2.66) Credits for every calendar day during the month that a Flight Attendant is not available for work, as per Article B8.08.

9.06 MEAL ALLOWANCES

- (a) A meal allowance shall be paid to Flight Attendants as per Article 10.03 in accordance with the following:

| Year        | Amount |
|-------------|--------|
| May 1, 2022 | \$4.50 |
| May 1, 2023 | \$4.59 |
| May 1, 2024 | \$4.68 |
| May 1, 2025 | \$4.78 |

- (b) Any Credits paid at the overtime rate that attract a meal allowance, will only receive a meal allowance at straight time rates.

Example: A Flight Attendant is paid four (4) Credits of Flight Duty. The overtime rate will pay six (6) Credits in the Flight Attendants hourly wage but would only pay four (4) Credits of meal allowance pay.

- (c) During full day training sessions as per Article 10.05, Flight Attendants will be provided with a meal by the Company.

9.07 PER DIEMS

- (a) A per diem will be paid to a Flight Attendant based on their requirement to overnight away from the Flight Attendant's Base in accordance with the following:

| Year        | Amount  |
|-------------|---------|
| May 1, 2022 | \$94.00 |
| May 1, 2023 | \$95.88 |

|             |         |
|-------------|---------|
| May 1, 2024 | \$97.80 |
| May 1, 2025 | \$99.75 |

(b) Per diems for Flight Attendants as per Article 9.07 (a) will be paid on the same basis as, and in no case be less than, those provided to members of flight crew (Pilots).

(c) When a Flight Attendant qualifies for per diems as per Article 9.07 (a), and an overnight occurs outside of Canada, the per diem will be paid at the Bank of Canada currency rate for that Country.

**9.08 OTHER EXPENSES**

All other expense claims must be submitted to Crew Scheduling with the appropriate receipts by the fifth (5<sup>th</sup>) of the month following the month in which the expense was incurred. Late submissions shall be paid on the next regular pay period.

**(a) MEAL EXPENSES**

- i. The Company recognize that exceptional circumstances and IRROPS may arise where it is reasonable for the Company to provide meals or allows a higher paid meal allowance rate in lieu of the rates in Article 9.06 (a) subject to Flight Attendant Manager or Crew Scheduling approval. This shall not reduce meal allowance or per diem.

**(b) UNIFORM EXPENSES**

- i. SNOWPANTS –The Company will reimburse a Flight Attendant one hundred and twenty-five dollars (\$125.00) every two (2) calendar years, upon submission of receipt, for the purchase of snowpants.
- ii. FOOTWEAR – The Company will reimburse a Flight Attendant upon submission of receipt(s), an amount not to exceed three hundred dollars (\$300.00) per calendar year to be used for the purchase of acceptable work footwear. Flat, block or wedge heel no higher than two (2) inches are acceptable.
- iii. DRY CLEANING – Dry cleaning of uniform pieces (monthly) and Company issued jackets (semi-annually) must be charged to the Company account without receipt for expenses incurred in the cleaning of uniforms.
- iv. INITIAL UNIFORM ALTERATIONS – Maximum of four hundred dollars (\$400.00) with receipts.
- v. UNIFORM ALTERATIONS – Maximum of one hundred fifty dollars (\$150.00) dollars per year with receipts.

(c) **TRANSPORTATION EXPENSE**

If transportation expenses occur as per Articles 20.01 (g) and 20.03 (b) & (c), receipts must be submitted to Crew Scheduling.

**9.09 ALLOWANCES**

(a) **WINTER GLOVES** – An allowance of fifty dollars (\$50.00) per year shall be paid out to the Flight Attendants for the purchase of Winter Gloves. This payment shall be no later than October fifteenth (15<sup>th</sup>) of each year.

**9.10 BLOCKING CHAIRPERSON**

The Blocking Chairperson will receive four (4) Credits per month blocked on their schedule for an office day. The Company will also pay a monthly stipend for scheduling duties based on the total number of active Flight Attendants on the seniority roster on the first (1<sup>st</sup>) of the month. Payment will be made on the fifteenth (15<sup>th</sup>) of the following month.

- i. Under thirty (30) Flight Attendants: Three hundred and seventy-five dollars (\$375.00)
- ii. Between thirty (30) and forty-five (45) Flight Attendants: Four hundred and fifty dollars (\$450.00)
- iii. Between forty-five (45) and sixty (60) Flight Attendants: Six hundred and seventy-five dollars (\$675.00)
- iv. Over sixty (60) shall be agreed mutually by the Company and Union

**9.11 NON FLIGHT DUTY**

Flight Attendants may be requested to be a representative for the Company which must be mutually agreed upon. A Flight Attendant performing such work will receive a minimum of four (4) Credits per day at the applicable hourly rate. This duty will not be included in the total of monthly Credits, and will not be payable as overtime nor be counted towards overtime calculations.

**9.12 PAY/ EXPENSE DISCREPANCIES**

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

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

- (c) Underpayments shall be paid on the first (1<sup>st</sup>) paycheque after discovery and verification. For underpayments of more than two hundred dollars (\$200.00) GROSS pay, for which the Company is at fault, the Company shall issue an off-cycle payment, to be made within three business days after discovery and verification.
- (d) Flight Attendants shall be responsible for verifying the accuracy of their per diem day tags and meal allowance Credits by the fifth (5<sup>th</sup>) calendar day of the following month. If the Flight Attendant does not verify their pay and there is an error, they will not receive the difference in an off cycle pay, it shall be paid on the Flight Attendants next regular pay period.

### 9.13 DEDUCTION OF UNION DUES

- (a) Membership in the Union shall be available to any Flight Attendant eligible under constitution of the Union after successful completion of line indoctrination and payment of initiation or reinstatement fee.
  - i. An initiation fee of five dollars (\$5.00) shall be deducted through payroll on their first pay period after successful completion of line indoctrination.
  - ii. A reinstatement fee of five (\$5.00) shall be deducted through payroll upon request of the Union.
- (b) The Company shall deduct one-point five percent (1.5%) every pay period from wages due and payable to each Flight Attendant coming within scope of this Agreement. The Union may from time to time amend such percentage subject to the conditions set forth hereunder.
- (c) Membership shall not be denied for reasons of race, age, gender, national origin, colour, religion or sexual orientation.
- (d) Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, and pension deductions shall be made from wages prior to the deductions of dues.
- (e) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union as mutually agreed by the Union and the Company not later than thirty (30) calendar days following the month of remittance in which deductions are made. The statement of dues deductions from individuals will list the following: pay period, employee's name, social insurance number, gross earnings, dues deducted.
- (f) Where an error occurs in the amount of any deduction of dues from a Flight Attendant's wages, the Company shall adjust it directly with the Flight Attendant. In the event of any mistake by the Company in the amount of

remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article 9.13 shall terminate at the time it remits the amounts payable to the Union.

- (g) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article 9.13 each party shall bear its own cost of such defence. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

#### 9.14 PAY SUMMARY

- (a) The Company will make available an electronic statement of earnings through the HRIS pay system accompanying each direct deposit of pay, listing all pay items and deductions.
- (b) The Company shall provide the Union President or their designate a summary each month that will include all of the scheduled and un-scheduled flying carried out by the Company, drafts, and reserve usage. This summary will also include a breakdown of the regular, overtime, and premium hours that each Flight Attendant was paid.
- (c) Flight Attendants shall be responsible for verifying the accuracy of their pay by the fifth (5<sup>th</sup>) calendar day of the following month. If a Flight Attendant does not verify their pay and there is an error beyond their MMG, they will not receive the difference in an off cycle pay, it shall be paid on their next regular pay period.

#### 9.15 OVERTIME

- (a) Credits in excess of eighty-five (85) in any calendar month will be paid at the overtime rate of one point-five (1.5x) times the Flight Attendant's hourly rate. The eighty-five (85) Credits shall not include Credits for which the overtime rate of pay has already been paid.
- (b) Where a Flight Attendant's Duty Period exceeds thirteen (13) hours, the Flight Attendant shall be paid one point-five times (1.5x) their hourly rate for all hours over thirteen (13).
- (c) Where a Flight Attendant is scheduled for December 25 or January 1, the Flight Attendant shall be paid two times (2x) their applicable hourly rate.

#### 9.16 GUARANTEED DAYS OFF PAY

- (a) A Flight Attendant assigned duty on a GDO shall be paid at the premium rate of one point-five (1.5x) for such duty and be granted another GDO.
- (b) Where a Duty Period extends into a scheduled GDO by one (1) hour or less, such day shall not cease to be a GDO and the GDO shall be extended by the same amount of time.
- (c) Where a Duty Period extends into a scheduled GDO by more than one (1) hour, the GDO shall be replaced, and the Flight Attendant shall receive overtime for the amount of the Duty Period following that one (1) hour.
- (d) Owed GDO's will be paid out at four (4) Credits if applicable as per Article B3.03 (e).

9.17 DRAFT PAY

Where a Flight Attendant is drafted through Article B12.02 (a), the Flight Attendant shall receive premium pay at two (2x) times their hourly rate as per Article 10.02 & 10.03 (iv) for the flight(s) operated as a draft.

Example: If a Flight Attendant is schedule to operate flight(s) A then drafted to operate flight(s) B, only the drafted portion of flight(s) B would be eligible or the 2x pay based on the best of Articles 10.02 & 10.03 (iv).

9.18 TRAINING PAY

- (a) Flight Attendants receiving Ground School Training will receive four (4) Credits for each day of training. Training and Deadhead in any one day shall not be scheduled in excess of thirteen (13) hours.
- (b) Should a Flight Attendant be required to Deadhead to/ from training, they shall be credited with two (2) Credits for each Deadhead.
- (c) Flight Attendants receiving training in conjunction with flight duty will receive flight Credits as per Articles 10.02 and 10.03.
- (d) Flight Attendants on familiarization flights will receive flight Credits as per for Articles 10.02 and 10.03.
- (e) Flight Attendants will receive a minimum of one (1) credit for every two (2) hours of Online Training.
  - i. Cyber Security Training facilitated by a third party vendor will be paid zero point two-five (0.25) Credits for every thirty (30) minutes of Online Training.

9.19 INFLIGHT SAFETY AND SERVICE COORDINATOR PAY

- (a) If training or check flights are the only duty in a particular day, they shall receive flight Credits as per Articles 10.02 & 10.03 and will be paid the overtime rate of point-five (1.5x).
- (b) If Deadheading is required in the same Duty Period and training and check flights are the only other duty, they shall receive flight Credits as per Articles 10.02 & 10.03 and will be paid the overtime rate of point-five (1.5x).
- (c) If Deadheading is required for training or check flights and is not in the same Duty Period as the training, the Deadhead will be paid as per Articles 10.02 & 10.03 at straight time.
- (d) If training or check flights are in the same Duty Period that regular flight duty is performed, only the training flight Credits will be paid at the overtime rate of point-five (1.5x).
- (e) If a Training or Check Flight Attendant is required for training for a portion of a Pairing and that Pairing has a trip credit value, they shall receive the greater of the flight Credits for the flights operated and training Credits and overtime for the training portion or trip Credits for the entire Pairing as per Article 10.03 (v).

**ARTICLE 10 – FLIGHT TIME & DUTY PERIOD CREDITS**

10.01 When a change in calendar date occurs during a Duty Period, the date on which the Duty Period began shall be used when determining the period to which the Credits will be applied.

**10.02 THE SCHEDULED FLIGHT TIME**

- (a) The agreed scheduled miles as divided by the agreed aircraft speeds will be used to develop a scheduled flight time.
- (b) For new destinations and Charters, the GPS direct mileage converted to statute miles divided by the agreed aircraft speeds will be used to develop the scheduled flight time.
- (c) Agreed aircraft speeds are as follows:
 

|     |                    |
|-----|--------------------|
| ATR | 260 miles per hour |
|-----|--------------------|
- (d) For each sector, add six (6) minutes for taxiing the aircraft.

**10.03 DUTY PERIOD GUARANTEE**

Flight Attendants shall earn Credits based on the greater of the following:

- i. The scheduled flight time.

- ii. If the actual flight time for the Duty Period exceeds the scheduled flight time by more than ten percent (10%) such additional time will be credited.
- iii. A minimum of four (4) Credits for each Duty Period.
- iv. One (1) credit for each two (2) hours of a Duty Period.
- v. One (1) credit for each four (4) hours in a Trip Period.

#### **10.04 ON DUTY MEAL BREAK**

- (a) After the initial cabin service, a Flight Attendant may discontinue additional cabin service for a reasonable period of time for the purpose of eating a meal and will not to be disciplined for doing so.
- (b) When passenger loads allow, the last row will be reserved for the Flight Attendant.

#### **10.05 TRAINING**

A day of ground training shall consist of nine (9) hours of training, including meal and rest breaks without the consent of the Union.

#### **10.06 DISPLACEMENT**

- (a) A Flight Attendant may be displaced from flying at the Companies discretion for the following reasons, but not limited to:
  - i. Training Purposes
  - ii. Company requested Union representation, mutually agreed upon between the Flight Attendant and the Company
  - iii. Operational requirements
- (b) Where a Flight Attendant is displaced as a result of the above, the Flight Attendant shall receive the Credits associated with the flight(s) and/ or Pairing(s) the Flight Attendant was displaced for.
- (c) Where a Flight Attendant is displaced as a result of above, the Flight Attendant shall not be subject to reassignment.

### **ARTICLE 11 – OVERTIME BANK**

- 11.01 A Flight Attendant may elect to receive compensation for overtime in time off. Overtime Credits will be placed in the Time Bank up to a maximum of fifty-six (56) Credits at the written request of the Flight Attendant submitted via email to Crew Scheduling. Time Bank Credits will remain in the Time Bank until used by the employee and will be indicated on the monthly time sheet.

When an employee wishes to use Time bank Credits:

- i. The request must be submitted to Crew Scheduling no later than the fifth (5<sup>th</sup>) of the month prior to the requested time off.
- ii. The employee may take such Credits as time off at any time subject to operational requirements.
- iii. The employee may take such Credits as time off in conjunction with their vacation.
- iv. The employee may take Time Bank Credits as pay at any time upon written request. The credit shall be paid at the employee's current rate of pay.
- v. Six (6) month bidding protection applies.
- vi. Flight Attendants will be credited with four (4) Credits in their Block for each day of banked overtime unless otherwise requested by the Flight Attendant.
- vii. The employee has the option to roll these Credits or any portion of into an RRSP with current Company benefits provider. The amount is not to exceed the CRA personal contribution limit. It is up to the employee to monitor their own personal maximums.

## **ARTICLE 12 – ANNUAL VACATION**

### **12.01 ACCRUALS**

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

### **12.02 VACATION ENTITLEMENT**

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

| <b>Completed Years of Cumulative Service</b> | <b>Vacation Entitlement</b>            |
|--|--|
| Less than 1 year                             | Prorated 60 Credits (prorated 3 weeks) |
| After completing 1 year                      | 60 Credits (3 weeks)                   |
| After completing 10 years                    | 80 Credits (4 weeks)                   |
| After completing 25 years                    | 100 Credits (5 weeks)                  |

Flight Attendants are entitled to bid VGDO's with scheduled vacation. These VGDO's can be placed either prior to, after or on either side of the vacation

week. VGDO's will be subtracted from the allotment of GDO's that the Flight Attendant would otherwise have had for that month.

|                             |
|-----------------------------|
| 1 – 3 vacation day + 1 VGDO |
| 4+ vacation days + 2 VGDO   |

### 12.03 VACATION BID SYSTEM

- (a) The Company will define the number of Flight Attendants permitted, if any, to be on vacation at any particular time.
- (b) A Flight Attendant will be able to bid for vacation based on their permanent assignment by submitting their bid by email to Crew Scheduling by the fifth (5<sup>th</sup>) of the month prior to the monthly Block period affected.
- (c) A Flight Attendant may elect to bid less than their full vacation entitlement in a Block.
- (d) A Flight Attendant who makes an advance bid at least six (6) months prior to the month of their preferred vacation, for a minimum of at least five (5) days + two (2) VGDO's of their vacation entitlement, shall hold rights to that vacation period over Flight Attendants more senior than themselves who do not make such an advance bid. In this case the deadline for submitting an advance bid shall be the fifth (5<sup>th</sup>) of the month prior to the six (6) months prior to the month of their preferred date.

Example: Flight Attendant wants to bid vacation six (6) months in advance for December. The deadline for their bid is not later than May fifth (5<sup>th</sup>).

- (e) Vacation may not be accumulated from year to year, without the agreement of the Flight Attendant and the Company.
- (f) Any Flight Attendant who has not made a vacation selection by September 1 for the remainder of any year will be assigned vacation by the Company.
- (g) Non six (6) month protected vacation will be awarded in order of seniority.
- (h) A Flight Attendant who changes Base after having bid and awarded their vacation may be required to rebid.
- (i) During vacation, Flight Attendants will be credited with the four (4) Credits in their Block for each day of vacation unless otherwise requested by the Flight Attendant, excluding VGDOs.

## **ARTICLE 13 – STATUTORY HOLIDAYS**

### 13.01 ENTITLEMENT

A Flight Attendant shall earn twelve (12) Statutory Holidays per year at a rate of one (1) day per month. Each Statutory Holiday shall have a value of four (4) Credits unless otherwise requested by the Flight Attendant.

**13.02 STAT BID SYSTEM**

(a) On April 1, the Company will advance each Flight Attendant their full biddable allotment of Statutory Holidays. Flight Attendants hired after April 1st shall have their Statutory Holiday advance prorated.

|                          |
|--------------------------|
| 1 – 2 stat days + 2 SGDO |
| 3+ stat days + 4 SGDO    |

(b) A Flight Attendant wishing to bid Statutory Holiday days including SGDOs shall submit a bid by email to Crew Scheduling by the fifth (5<sup>th</sup>) of the month previous to the monthly Block period affected.

(c) Statutory Holiday days will be awarded on the basis of seniority.

(d) Requests to move Stat bids after the deadline will not be unreasonably withheld.

(e) The Company will make every effort to allow not less than one-twelfth (1/12<sup>th</sup>) of the total annual Statutory Holiday days for all Flight Attendants be available in any given month. The Company may at its discretion make available additional Statutory Holidays in any given calendar month.

Example: For twenty-four (24) Flight Attendants, the Company shall allow not less than twenty-four (24) Statutory Holidays to be available for the Flight Attendants each calendar month.

(f) Any Flight Attendant who has not made a Statutory Holiday selection by September first (1<sup>st</sup>) for the remainder of any year will be assigned by the Company. Any days not used or assigned may be carried over to the next holiday year.

(g) A Flight Attendant will not be obligated to accept duty on a Statutory Holiday. For any day on which they accept such duty, they will be paid at the overtime rate of one-point five (1.5x) for such work and a STAT will be added back to their bank.

**13.03** Any Flight Attendant who has used but not accrued their statutory holiday days as per this Article and is dismissed, laid off, on a leave of absence or resigns, will have any Statutory Holiday days used, but not accrued deducted from their final pay.

## **ARTICLE 14 – SICK LEAVE**

14.01 For the purpose of this article, sick days shall mean the period of one or more days during which a Flight Attendant is scheduled or assigned and is unable to report for duty as a result of illness or injury.

### **14.02 ACCRUAL**

Effective November 9, 2022, Flight Attendants shall accrue one (1) sick day per month for each month that the Flight Attendant does not access their sick leave bank. Sick days shall accumulate from year to year to a maximum of twenty (20) sick days.

### **14.03 SICK BANK ACCESS**

(a) Sick days shall not be deemed to be a break in the employment relationship.

(b) If a Flight Attendant is sick and unable to work:

- i. Sick day bank shall be reduced by the number of days the Flight Attendant is sick for.
- ii. Paid the credit(s) value associated with the scheduled Pairing(s) that the Flight Attendant has called in sick for.

(c) If a Flight Attendant is sick and unable to work to the extent that they will be eligible to apply for short term disability coverage under the Group Benefits Plan, the Company will pay them for up to three (3) sick days lost during the waiting period under the Plan.

(d) As of November 9, 2022, all sick bank Credits will be converted to days at four (4) Credits per day. Any Flight Attendants who currently have over eighty (80) sick Credits will not lose their current balance until these excess Credits/ days have been used.

(e) There is no cash out of sick days.

(f) In the event that a Flight Attendants sick days does not cover the Flight Attendants missed flying:

- i. The Flight Attendant may request in writing to access their Vacation, Statutory Holiday or Overtime Bank to prevent the reduction of the Flight Attendants MMG.
- ii. Sick days which are not fully compensated by banked sick days will be treated as days for which the Flight Attendant is not available for work as per Article 9.05 (b).

- (g) A Flight Attendant unable to report for duty due to illness or injury shall notify Crew Scheduling as far in advance as possible of their reporting time.
- (h) A Flight Attendant calling in sick for a multi-day Pairing shall contact Crew Scheduling to be booked back on. The Company will make every effort to return the affected Flight Attendants to their original schedule as soon as practicable.

## **ARTICLE 15 – EMERGENCY DAYS**

- 15.01 The Company recognizes that at times personal emergencies are such that an employee may be unable to report for work as scheduled. Therefore, three (3) days without pay per year shall be provided in order that a Flight Attendant can deal with a personal emergency. In such case a Flight Attendant will provide the Company with as much notice as possible.
- 15.02 If the Flight Attendant is able to make up the personal emergency day in the remainder of the Block month, they will suffer no reduction of income as a result of taking the personal emergency day. The Company will allow the Flight Attendant firstly to go on reassignment to the extent that they can be reasonably accommodated so as not to suffer a reduction of income below the MMG, and after that will return to normal status.

## **ARTICLE 16 – LEAVES OF ABSENCE**

### **16.01 SENIORITY ON LEAVE**

A Flight Attendant who is on an authorized leave of absence shall continue to accrue seniority.

### **16.02 BEREAVEMENT LEAVE**

- (a) All Flight Attendants shall be entitled to bereavement leave of up to five (5) days duration in the event of a death in the employee's immediate family. Of this leave the Flight Attendant will receive payment for up to three (3) days for which they were scheduled to work. The entitlement period to take the bereavement leave will begin on the day in which the death of the immediate family member occurs, and last up to six (6) weeks after the latest day on which the funeral, burial or memorial service occurs.
- (b) Immediate family is defined as:
  - Spouse (including common-law), children of employee and/ or spouse (including miscarriage or still birth, adoptive, foster, or ward children), parents of employee or spouse, grandparents of employee or spouse, brothers and sisters of employee or spouse, and any relatives permanently residing in the employee's home or with whom the employee resides.

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

#### 16.03 COMPASSIONATE CARE LEAVE

- (a) An employee is entitled to and shall be granted to a compassionate care leave for up to eight (8) weeks of leave to care or support a family member.
- (b) The family member must have a serious medical condition with significant risk of death within twenty-six (26) weeks of a medical certificate being issued by a certified medical practitioner or if the leave commenced before the medical certificate was issued the leave will commence the day the employee went on leave.
- (c) Leaves of absence for compassionate care leave may only be taken in periods of not less than one (1) week's duration.
- (d) The maximum length of compassionate care leave taken by two (2) employees in respect of care or support of the same family member shall not exceed eight (8) weeks.
- (e) For the purpose of compassionate care leave only, a family member shall mean a spouse or common-law partner of the employee, a child of the employee or a child of the employee's spouse or common-law partner, a parent of the employee or spouse, or a spouse or common-law partner of the parent.

#### 16.04 MATERNITY/ PARENTAL LEAVE

- (a) Maternity/ Parental leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto.
- (b) Seniority and vacation entitlement (without pay) will continue to accrue throughout Maternity Leave and Parental Leave.

#### 16.05 PRECAUTIONARY CESSATION OF WORK

- (a) A Flight Attendant who provides the Company with medical documentation requiring them to be off work for a period of time due to pregnancy related concerns, may be eligible to apply for short term disability and a leave of absence.
- (b) Short term disability coverage and duration of leave will be extended in accordance with the Company's Disability and Return to Work policies and

the Canada Life plan text. During this leave of absence, if approved, the Flight Attendant will not be reassigned to another position within the Company unless they are eligible for a temporary work accommodation.

(c) The Flight Attendant on short- or long-term disability shall continue to accrue seniority and remain covered by this Agreement.

(d) A Flight Attendant may request to be reassigned as per this Article, if there is a joint agreement between the Company and the Union.

#### 16.06 PERSONAL LEAVE OF ABSENCE

Where requirements of the Company Operations permit, as determined by Management, a Flight Attendant who submits a written request by the fifth (5<sup>th</sup>) of the month prior to the month of the leave commencement may be granted a leave of absence without pay for up to two (2) years.

#### 16.07 CANADA LABOUR CODE LEAVE OF ABSENCES

The Company will provide all leaves of absence in accordance with the Canada Labour Code. List of protected leaves as per the Canada Labour Code are as follows but not limited to:

- (a) Compassionate Leave
- (b) Bereavement Leave
- (c) Maternity Leave
- (d) Adoption Leave
- (e) Parental Leave
- (f) Leave Related to Critical Illness
- (g) Leave Related to Death or Disappearance of a Child
- (h) Leave for Victims of Family Violence
- (i) Leave for Traditional Aboriginal Practices
- (j) Leave for Court or Jury Duty
- (k) Personal Leave

More information can be found here:

<https://www.canada.ca/en/services/jobs/workplace/federal-labour-standards/leaves.html>

#### 16.08 LEAVE FOR VICTIMS OF FAMILY VIOLENCE

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Leave for Victims of Family Violence is available to all employees and will be administered as per the Canada Labour Code which provides up to ten (10) days of leave per calendar year if you are a victim of family violence or the parent of a child who is a victim of family violence.

Requests must be submitted in writing to the Flight Attendant Manager and Human Resources indicating the duration of the leave as soon as possible. Any

leaves greater than ten (10) days, will fall under the Personal Leave of Absence parameters and will not be unreasonably denied. Supporting documentation may be requested as outlined in the Canada Labour Code.

Request submitted under the terms of this article will be treated as confidential and are subject to the terms of Article 14.

#### 16.09 JURY DUTY

A Flight Attendant called and serving on jury duty shall be granted leave of absence and shall retain and accrue seniority and service for all purposes during such absence. Each day that the Flight Attendant serves jury duty will be a day that the Flight Attendant is deemed not available for duty, but for which they will be compensated on the basis of two point six-six (2.66) Credits.

#### 16.10 RETURN FROM LEAVE

- (a) The Company will take all reasonable steps to provide a safe and timely return to work if a Flight Attendant sustains an injury or illness, and to accommodate employees in a consistent way through the Company's Return to Work program where suitable alternative work options are available.
- (b) A Flight Attendant shall be reinstated at their Base at the termination of an authorized leave of absence and returned to line duty.
- (c) Prior to operating as Flight Attendant, an employee must pass the Transport Canada required Flight Attendant training if their qualifications have lapsed. The Company will provide such training as soon as practical following notice of the employee's intent to return to duty however training will be provided not later than seven (7) days following the date indicated for their return to work.
- (d) Employees on leave of absence for a period of more than one (1) month shall confirm with the Company at the time of going on the leave, in writing, the date of return from leave. If a Flight Attendant wishes to request a renewal of their leave of absence, they will give the Company as much notice as possible and in any event at least two (2) weeks notice, in writing.
- (e) A Flight Attendant shall forfeit their seniority and shall be deemed to have resigned from the Company if:
  - i. They do not provide proper written notice required under this Article unless through sickness or other just cause; or
  - ii. They fail to report for duty on the approved date, unless through sickness or other just cause.

### ARTICLE 17 – LAY-OFF AND RECALL

- 17.01 The Company shall provide a minimum of two (2) weeks written notice and shall post a copy of the notice in the workplace(s) advising of a layoff. In the case of a third party strike, such notice may be less. In the instances of recall after a third party strike, the Company will recall as soon as possible and a Flight Attendant shall not be required to return to work with less than forty-eight (48) hours notice, provided that sufficient junior Flight Attendants report to work within twenty-four (24) hours of recall, or the more senior Flight Attendant otherwise agrees.
- 17.02 Flight Attendants shall be laid off in reverse order of master seniority.
- 17.03 Flight Attendants who have been laid off shall file their address by email to the Company's Human Resources Department , with a copy to the Union, and shall thereafter promptly advise the Company's Human Resource Department of any changes of address.
- 17.04 Recalls will be made in order of master seniority, by notice sent by registered letter by the Company's Human Resources Department. The Flight Attendant concerned shall advise the Company by email, with a copy to the Union, within seven (7) calendar days of receipt of such notice, of their intention to return.
- (a) If the laid-off Flight Attendant does not so confirm their return, or fails to return as required by the recall notice, unless incapacitated and unable to do so, they shall be deemed to have rejected the offer for re-employment and shall forfeit all future rights for recall.
- (b) If accepting a recall the Flight Attendant must report for duty within two (2) weeks of notification or on the date required if later. In instances of recall after a third party strike, the Flight Attendant must report for duty as soon as possible, and in any event within twenty-four (24) hours.
- 17.05 A Flight Attendant on a layoff will continue to accrue seniority but that period will not be accredited towards their service with the Company for the purpose of pay or other monetary benefits related to service.
- 17.06 JOB SECURITY
- (a) The Company shall not hire any new Flight Attendants while any Flight Attendant is on laid off status, unless such Flight Attendant has declined the recall as per Article 17.04.
- (b) Any Flight Attendant who is laid off shall have the option of retaining recall rights or severing their employment with the Company. However, at the end of five (5) years, the Flight Attendant will be removed from the seniority list.
- 17.07 BENEFITS  
Excluding short term and long term disability, and subject to agreement from the insurer, a Flight Attendant who is laid off may elect to maintain the remaining benefits normally covered by payroll deduction by paying for one hundred

percent (100%) of the total cost of the benefits. The total cost for the benefits must be prepaid in a lump sum or by setting up pre-authorized debit prior to leaving.

- i. If providing a lump sum payment, the total cost for the benefits must be prepaid in a lump sum either for the duration of the leave or three (3) month blocks, whichever is the lesser.
- ii. If setting up pre-authorized debit, this will be setup for the duration of the leave.

Failure to provide payment within thirty (30) days of any missed payment will result in cancellation of benefits and may be subject to having to serve the waiting period(s) upon reinstatement as stipulated in the insurance carrier's contract.

#### **17.08 MITIGATING LAYOFFS**

(a) In order to mitigate layoffs, the Company shall:

- i. Allow leave of absences in order of master seniority.
- ii. Determine the number of Mini Blocks, if any, that shall be allowed.

(b) Where the Company predicts a surplus in any month they shall publish a notice to the Flight Attendants indicating the number of Flight Attendants who will be declared surplus and that Mini Blocks and leave of absences are available.

#### **ARTICLE 18 – MINI BLOCKS**

18.01 Subject to operational requirements, Mini Blocks may be requested by Flight Attendant(s) and may be made available by the Company. Mini Blocks (reduced hours) are to be implemented as a temporary means to provide employment should the amount of work decrease to the point that a eighty (80) Credits MMG is not available for all employees and the affected employees would then be subject to layoff as per Article 17 or upon request of a Flight Attendant.

- i. The Company will determine how many Flight Attendants are required and offer Mini Blocks to mitigate lay offs.

18.02 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.

18.03 Mini Blocks will be subject to the below terms and conditions:

(a) Blocks will be built between forty (40) to forty-two point-five (42.5) Credits

- (b) Will be awarded in order of seniority
- (c) If a Flight Attendant chooses to accept Mini Blocks, they must remain with the Mini Block until a full Block is made available by the Company.
- (d) All per-diems paid in full
- (e) All monetary benefits including without limitation Statutory Holidays and vacation will be pro-rated on a fifty (50%) percent basis for each month a Flight Attendant operates a Mini Block.
- (f) Limit of five (5) GDO's per month
- (g) Limit of seven point-five (7.5) Credits picked up from open flying
- (h) Overtime will be paid above forty-two point five (42.5) Credits
- (i) The MMG will be forty (40) Credits
- (j) Maximum monthly credit limitation shall not exceed fifty (50) Credits
- (k) Mini Blocks are subject to open flying, draft and reserve as per the limitations in Article 18.03 (j)
- (l) The applicable hourly rate and other pay provisions of this Agreement will not be affected.

18.04 Should the amount of flying increase to the point that a eighty (80) hour MMG Block is available, the Flight Attendant may choose to return to the eighty (80) MMG Block.

- i. Mini Blocks are based on operational requirements. If required the Flight Attendant must return to a Regular Block at Company discretion.

## **ARTICLE 19 – RETIREMENT TRANSITION PLAN**

19.01 The objective is to provide an avenue for the Company to retain the experience, talent, and maturity of senior Flight Attendants within employee ranks while facilitating more flexible part time schedules for those who choose to access this option.

19.02 The retirement transition plan offers an alternative to full time employment for flight attendants who are nearing retirement and desire partial or “phased retirement” schedule rather than complete termination of employment.

19.03 A Flight Attendant is eligible to apply for the retirement transition plan once they have reached the age of forty-two (42). Eligibility for full or reduced pension is separately administered by In Benefits. The request must be submitted in writing to

the Flight Attendant Manager and Human Resources for approval. The request must include the desired final retirement date which cannot be changed once approved.

19.04 Retirement transition plan will be subject to the below terms and conditions:

- (a) Blocks will be built between forty (40) to forty-two point-five (42.5) Credits
- (b) No limit by Base (start date subject to Company approval)
- (c) Will be awarded in order of seniority.
- (d) Maximum length of three (3) years
- (e) Irrevocable once awarded
- (f) All benefits will be subject to reduction determined by a proration of hours worked.
- (g) Allowances (Shoe, Glove Allowance, Uniform), etc. at 50%
- (h) All per-diems paid in full
- (i) Limit of five (5) GDO's per month
- (j) Limit of seven point-five (7.5) Credits picked up from open flying
- (k) Overtime will be paid above forty-two point five (42.5) Credits
- (l) Not permitted to reduce schedule below forty (40) Credits
- (m) Maximum monthly credit limitation shall not exceed fifty (50) Credits
- (n) Subject to open flying, draft and reserve as per the limitations in Article 19.04  
(m)
- (o) Block rules will be applied as per Article B18

## **ARTICLE 20 – ACCOMMODATION AND TRANSPORTATION**

### **20.01 ACCOMODATIONS STANDARDS**

- (a) The Company will provide adequate crew room facilities and consult with the Accommodations Committee on issues related to crew room facilities at all Bases.
- (b) Prior to establishing accommodations at new layover points or changing existing accommodation, the Company shall consult with the Accommodations Committee.

- (c) Upon written notice from the Accommodations Committee, the Company will investigate accommodation complaints.
- (d) Company staff housing must have a minimum of one (1) sleeping room per occupant and adequate personal cleaning and Cooking Facilities. Flight Attendants shall only be required to share common areas when it is not possible to have their own areas due to all of the rooms being occupied. The Company shall provide all necessary materials including bedding, towels, dishes, Cooking Facilities & utensils and cleaning supplies.
- (e) For hotels, Flight Attendants will have their own room.
- (f) If upon arrival the set accommodations prove to be unacceptable, the Flight Attendant will notify Crew Scheduling, giving the reasons therefore.
  - i. The Crew Scheduler will immediately arrange for an alternate arrangement, such as another room, a hotel or alternate facility in the Community at the Companies expense.
  - ii. Where the Company is presented in advanced noticed that Company owned housing cannot be adequately staffed by a cleaning person/ cleaning company, the Company will make other arrangements in advance, such as another room, a hotel or alternate facility in the Community at the Companies expense.
  - iii. In these one-off events, Flight Attendants will be considered on duty for the purposes of pay and when considering rest. The Flight Attendant will be considered off duty and resting once the Flight Attendant deems their accommodations acceptable for adequate rest and their door is closed for the purpose of resting. The Flight Attendant will not be requested to reduce to a minimum crew rest in any case when the above occurs.
- (g) In the event that overnight accommodations do not provide Cooking Facilities the Company will pay, upon submission of receipts as per Article 9.08 (a) i & (c), reasonable transportation costs incurred by the Flight Attendant to the nearest meal facility or provide transportation to that facility.
- (h) The Company agrees to make best efforts to advise on Blocks as to whether layover accommodation is hotel or Company provided housing.

#### 20.02 REST FACILITIES

The following facilities will be provided for crew rest:

- (a) For scheduled on-duty rest over four (4) hours in duration, Company housing or a hotel/ motel day room will be provided, except Winnipeg, where the Flight Attendants will have the use of a crew room.

- (b) For off-duty rest for all overnights, Company housing (single room accommodation) or a single hotel/ motel room will be provided for each Flight Attendant.
- (c) Notwithstanding the above, where hotel or Company provided accommodations are not available, on short layovers, or in cases where the Company has had little previous notice, the Company will try to obtain permission for the crew to utilize the following: Nursing Stations, Police Stations, Hydro Houses, etc.

### 20.03 TRANSPORTATION

- (a) Where necessary, crew transportation shall be provided by the Company between the airport and hotel(s), or Company provided accommodations. If courtesy transportation is available, such transportation will be used by Flight Attendants. If courtesy transportation is not available, then Flight Attendants shall travel with the Captain of the aircraft.
- (b) In circumstances where the Captain of the aircraft does not travel with the Flight Attendants, and crew transportation is not available, the Flight Attendants may take a taxi at Company expense between the airport and the hotel.
- (c) Where crew transportation is not available, and there is no eating facility readily available to the Flight Attendants, they may take a taxi at Company expense between the airport or accommodations, and a nearby eating facility.
- (d) Flight Attendants will not be required to wait for transportation beyond a reasonable time, which may vary due to health and safety reasons, or wait for a hotel room or staff housing after their Duty Period ends.

## ARTICLE 21 – UNION

### 21.01 COMPANY BULLETIN BOARDS

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

### 21.02 UNION LEAVE

- (a) Subject to the needs of the service, the Company shall, when requested, authorize release from flight duty, in order that employees may attend to Union business.
- (b) Requests for Union releases must be in writing and submitted to the Flight Attendant Manager for authorization as far in advance as possible.

- (c) Flight releases granted in advance shall be included in the Blocks and given two (2) to four (4) Credits per day at the discretion of the Union President. Flight releases granted after the Block awards shall be given the scheduled credit as it appears in the Block.
  - i. Union duty will not contribute to scheduled duty day unless otherwise stated by the Union.
- (d) While on Union Leave, a Flight Attendant shall be maintained on the Payroll. If authorized flight releases that are not paid for by the Company result in additional cost to the Company (i.e. for replacements for the Union releases), the Union will reimburse the Company for these costs. If the replacement flight was covered by a reserve there shall be no charge. If charges are incurred, full details will be supplied to the Union.
- (e) Positive space passes on Company aircraft and time off, subject to operational requirements, will be granted to ensure the timely attendance of up to three (3) Flight Attendants at Collective Bargaining meetings and grievance hearings with the Company.
- (f) Positive space passes on Company aircraft and paid time off, subject to operational requirements, will be granted to ensure the timely attendance of up to two (2) Flight Attendants at two (2) Union/ management meetings per year, and Collective Bargaining meetings with the Company.
- (g) The Company agrees to provide positive space passes on Company aircraft for the CUPE National Representative in order to travel for Collective Bargaining purposes for labour management meetings and local Union meetings to any Flight Attendant Base.
- (h) The Company will grant a Union Leave of Absence without pay for the duration of the term in union office to any employee duly elected or serve full-time in one of the Union Division or National Offices. An employee on such Union Leave shall have the right to return to duty at any time prior to or upon the expiration of their term of office subject to notification to the Company by a minimum of thirty (30) days prior to the anticipated return date. The Company agrees to grant any vacation time not taken during the leave as unpaid vacation time. Such unpaid vacation time shall be awarded subject to operational requirements and in accordance with seniority.
  - i. Such leave of absence shall be extended should the employee be subsequently re-elected.
- (i) The Company will grant a Union Leave of Absence without pay to any employee who is hired by the Union. Such leave shall be for two (2) years and shall be extended upon request. An employee on such Union Leave shall have the right to return to duty subject to notification to the Company by a minimum of thirty (30) days prior to the anticipated return date. The Company

agrees to grant any vacation time not taken during the leave as unpaid vacation time. Such unpaid vacation time shall be awarded subject to operational requirements and in accordance with seniority.

- (j) An employee on Union Leave as per Article 21.02 (h) and (i) shall:
  - i. Retain and accrue seniority rights, pay progression, vacation entitlement and travel pass benefits as if the employee was working for the Company for the duration of their Union Leave.
  - ii. Have the right to remain on the Company's benefit plan. In this case the Union shall pay the Company's portion of the cost related to maintaining any benefit plan for the employee.
- (k) All requests for Union Leave for Union Division/ National Officers and Staff other than full time shall be subject to operational requirements and Article 21.02 (a) shall apply.

### 21.03 GRIEVANCE PROCEDURE

- (a) A grievance for a Flight Attendant ("Individual Grievance") or a grievance for a group of Flight Attendants dealing with the same issue ("Group Grievance") shall be initiated only by the Union in accordance with the provisions of this Article involving the interpretation or alleged violation of the Agreement.
- (b) Any Flight Attendant who considers themselves aggrieved shall attempt to obtain a satisfactory settlement in discussion with the Flight Attendant Manager or their designate may if they choose be accompanied by a Union Representative within fourteen (14) calendar days of the Flight Attendant's becoming aware of the circumstances giving rise to the grievance (or when the Flight Attendant should have been reasonably aware). If the matter has not been resolved within fourteen (14) calendar days of that discussion, a grievance may be filed in writing in accordance with the following, otherwise the matter is deemed to be abandoned.

Step One: A written grievance shall be presented to the Flight Attendant Manager, who may convene such meetings as they determine necessary, and in any event whose decision shall be rendered in writing within fourteen (14) calendar days.

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

- (c) All grievances initiated in writing must be signed by the grievor or by a Union officer or designate on their behalf and shall state the matter in dispute, the Article of the Agreement considered violated and the nature of relief or remedy sought.
- (d) A grievance not progressed within the specified time limits shall not be subject to further appeal. A decision not rendered by the Company within the specified time limits may be progressed to the next step of the grievance process.
- (e) The time limits specified may only be extended by express mutual consent between the Company and the Union.
- (f) The parties, upon request, shall provide each other with copies of all documents relevant to the grievance. The parties shall make good faith efforts to have informed and meaningful discussion on the issues so if at all possible and reasonable, to resolve grievances promptly or at the least focus and narrow the issues so as to make the arbitration process as streamlined and efficient as possible.
- (g) All decisions rendered by the Company and appeals made by the Union shall be communicated in writing. If at any time something is not clear, the parties are encouraged to seek and provide written particulars or clarification as promptly as possible.
- (h) A grievance not settled at Step Two of the process may be progressed by the Union to Arbitration in accordance with Article 21.04 of this Agreement.

#### 21.04 ARBITRATION

- (a) Notice of Intent to proceed to arbitration by the Union shall be presented to the Company within thirty (30) calendar days of receipt of the Company's Step Two response. Should such notice not be received, then the grievance will be considered dropped.
- (b) A grievance referred to arbitration will be heard by a single arbitrator. The Company and the Union having expressed confidence in certain persons agree that they shall be called upon to arbitrate on a rotating basis as follows:
  - i. Kris Gibson
  - ii. John Korpeso
  - iii. Michael D. Werier
- (c) The Company and the Union shall endeavour to arrange a hearing date with such arbitrator as soon as possible.

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

#### 21.05 ARBITRATOR'S POWERS

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

#### 21.06 UNION MANAGEMENT COMMITTEE

- (a) The Parties agree that there will be a Union-Management Committee consisting of representatives from the Company and up to three (3) designated representatives from the Union, one (1) of which shall be the Local Union President or designate. A CUPE National Representative of the Union may also attend such meetings.
- (b) As an exception to (a) above, the Union may request a second CUPE National Representative of the Union attend a Union-Management Committee

meeting based on the topic(s) of discussion. Such requests will not be unreasonably denied.

- (c) If applicable, the Union may invite a member elected to a Union committee to address issues specific to their role, ensuring that notice is provided prior to the fifth (5<sup>th</sup>) of the previous month.
- (d) The purpose of the committee is to discuss any known issues that will potentially impact the bargaining unit. Committee meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining.
- (e) Committee meetings will be held bi-annually, or as mutually agreed, and each party shall submit to the other a written agenda seven (7) Calendar Days before the upcoming meeting.

#### 21.07 UNIFORM COMMITTEE

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

#### 21.08 INFORMATION FOR THE UNION

The Company shall provide the Union with the following information monthly:

(a) Published bid package by Base which includes:

- i. Copy of annual vacation awards by Base
- ii. Master seniority list
- iii. Active Flight Attendant vs flight ratio per Base per month
- iv. List of owed GDO's

(b) Published Flight Attendant schedules which includes:

- i. All records of awards and assignments to Unblocked Open Flying for the bid period

(c) Copies of all Flight Attendant's Pay Summaries which includes:

- i. Overtime for each Flight Attendant, per Base

- (d) List of all Flight Attendants assigned to modified duties/ duties out of scope per Base, and description of their assignment (Provided when applicable)

The Company shall provide the Union with the following information upon request:

- (a) Names, addresses, phone numbers, Base, status and position title of all Flight Attendants
- (b) Flight time for all supervisory and management personnel
- (c) Draft list when applicable
- (d) Access to daily record of all awards for assignments to open flying

## **ARTICLE 22 – MOVEMENT WITHIN THE COMPANY**

### **22.01 TRANSFER TO A POSITION WITHIN THE FLIGHT ATTENDANT DEPARTMENT**

A Flight Attendant transferred to a position within the Flight Attendant department not covered by this Agreement shall maintain their seniority indefinitely.

### **22.02 TRANSFER TO A POSITION OUTSIDE OF THE FLIGHT ATTENDANT DEPARTMENT**

A Flight Attendant transferred to a permanent position outside of the Flight Attendant department shall retain and continue to accrue seniority, including seniority for pay progression, for a period of six (6) months. At the completion of the six (6) month period, the accrual shall cease however seniority shall be retained for another six (6) months. In the event such Flight Attendant does not return to the bargaining unit at the termination of this period, their name shall be removed from the Master Seniority List. This period may be extended by mutual agreement between the Union and Company.

A Flight Attendant transferred to a term position shall maintain their seniority during the length of the term.

### **22.03 TRANSFER TO A POSITION OUTSIDE OF THE BARGAININ UNIT FOR MEDICAL REASONS**

A Flight Attendant who is temporarily accommodated in a position outside of the scope of this Agreement shall retain and accrue seniority and Union dues will continue to be deducted.

## **ARTICLE 23 – RELOCATION**

### **23.01 EMPLOYEE OPTIONED MOVES**

- (a) Successful bidders on permanent assignments shall pay their own moving expenses to the new home Base except that the Company shall furnish free contingent (space available) air transportation for such Flight Attendants and

the members of their immediate families. In such case the Company agrees to waive the surcharge for the space available passes and the passes shall have the highest standby priority.

- (b) A Flight Attendant successfully bidding on a permanent assignment will be given fourteen (14) calendar days notice of the commencement of the new assignment, although less notice will be considered appropriate if the Flight Attendant agrees.

#### **23.02 COMPANY REQUESTED MOVES**

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

#### **23.03 ECONOMICALLY REQUIRED MOVES**

Excluding moves in accordance with Article 23.02 (e), should there be a reduction of available work such that a Flight Attendant cannot retain the same status (i.e. full Block holder) and a Flight Attendant is forced to move from one Base to another as a result, they shall be considered as having been moved due to economic circumstances, and the Company shall pay one half the moving expenses required in a Company requested move.

#### **23.04 RELOCATION EXPENSES**

- (a) For all Company requested moves, the Company agrees to pay actual moving expenses excluding packing and unpacking of personal effects. The

Flight Attendant shall obtain three (3) quotes, one of which shall be from a firm selected by the Company, and the Company shall select the firm to be used. Actual moving expenses shall include the fuel cost associated in moving one (1) personal vehicle, supported by receipts.

- (b) For all moves at Company request, a Flight Attendant shall be allowed reasonable pre-approved living expenses for themselves and dependent members of their family at the point of new assignment for a reasonable period of time. Such expenses shall include reasonable meal costs and hotel accommodations, supported by receipts. Claims must be submitted with the appropriate receipts, and by the fifteenth calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.
- (c) For all moves a Flight Attendant shall be relieved of all duty for a period of four (4) days (for which there will be no pro-ration of MMG) at such time as they deems necessary for the establishment of permanent domicile at the point of new assignment, subject only to operational requirements. The Flight Attendant may request additional time if required.

**ARTICLE 24 – UNIFORMS**

**24.01 INITIAL UNIFORM ENTITLEMENT**

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

| <b>Article</b>                    | <b>Number</b> | <b>Point Value</b>         |
|-----------------------------------|---------------|----------------------------|
| Shirts                            | 5             | 40 (8 points/ shirt)       |
| Cardigan                          | 1             | 10                         |
| V Neck Slipover                   | 1             | 8                          |
| Blazer                            | 1             | 25                         |
| Dress or additional Blazer        | 1             | 25                         |
| Vest                              | 1             | 10                         |
| Belt                              | 1             | 4                          |
| Pants                             | 2             | 28 (14 points/ pant)       |
| Skirt or Additional Pair of Pants | 1             | 14                         |
| Serving Apron                     | 1             | 2                          |
| Uniform Scarf or Tie              | 2             | 8 (4 points/ scarf or tie) |
| Winter Scarf                      | 1             | 3                          |
| Jacket (Seasonal: Spring/ Fall)   | 1             | Reissued every 3 years     |
| Flight Bag                        | 1             | Reissued every 2 years     |
| Roller Bag                        | 1             | Reissued every 2 years     |
| Tie Pin                           | 1             | Issued upon request        |
| Winter Parka                      | 1             | Reissued every 4 years     |

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

- (b) Black, natural skin tone or no hosiery are acceptable.
- (c) Uniforms shall be maintained according to standards determined by the Company as outlined in the service manual for uniform standards.

#### 24.02 UNIFORM EXPENSES

- (a) Dry cleaning, Footwear & Snowpants as per Article 9.08 (b) i. ii & iii.
- (b) Initial Uniform and Annual Alternation expenses as per Article 9.08(b) iv. & v.

#### 24.03 UNIFORM REPLACEMENT & REISSUE

- (a) For each three (3) months of completed active service as a Flight Attendant, Flight Attendants will earn twenty two (22) points towards reissue of their uniform pieces. In each eighteen (18) month period, Flight Attendants can earn up to one hundred and thirty-two (132) points
- (b) Unused points may be accumulated to a maximum of one hundred and thirty two (132) in order for Flight Attendants to choose and order replacement pieces as required. Points are provided to ensure that Flight Attendants replace uniform articles at the end of their service life, prior to showing extensive wear.
- (c) After initial uniform entitlement, it is the responsibility of the individual Flight Attendant to update the uniform provider with their closest fitting size. If alterations are required on a newly ordered piece so that the Flight Attendant will uphold the Company uniform standards. The Company shall be responsible for the cost of these alterations as per Article 9.08 (b) iv.
- (d) Alterations, or repairs required on used garments due to changes in size or normal wear will not be paid by the Company and are considered part of the normal replacement process allowed for with allocated points.
- (e) The Company shall be responsible for alteration, repair and/ or replacement of uniform pieces that are damaged within the course of a Flight Attendant completing their duties as per Article 9.08 (b).
- (f) The Company will set appropriate uniform standards that detail expected uniform practices. In the event a uniform article requires replacement, it is the responsibility of the Flight Attendant to order a replacement piece from their accumulated points.
- (g) Flight Attendants may purchase additional points for the purchase of uniform pieces. A uniform account will be established for each Flight Attendant. Flight Attendants may pay for these additional pieces by payroll deduction from not more than is (6) pay cheques, at not less than twenty dollars (\$20); each twenty dollar (\$20) increment will purchase three (3) points (\$20 = 3 points).

- (h) Under normal circumstances, and unless otherwise provided, uniforms will be deemed to have a useful life of twenty-four (24) months of service. Any item of uniform entitlement will be replaced without charge to the Flight Attendant when it can be shown that the need for replacement is due to normal wear and tear or accidental damage in the course of duty.
- (i) On a voluntary basis a single CUPE Union pin may be worn on the left lapel of the uniform
- (j) The uniform and all corporate identification shall remain the property of the Company and shall be returned by any employee who resigns or is terminated. Items purchased by a Flight Attendant remain the property of the Flight Attendant.

**24.04 MATERNITY UNIFORMS**

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

| <b>Maternity Article</b> | <b>Point Value</b> |
|--------------------------|--------------------|
| Blouse                   | 8 points           |
| Pants                    | 14 points          |
| Sweater                  | 15 points          |

- (b) Extra pieces of regular or maternity uniform stock may be purchased by the Flight Attendant with this order as required from the individual's banked points. Points will continue to accumulate while on active duty and wearing maternity uniform articles.
- (c) Flight Attendants are not required to return the maternity uniform articles at the end of the maternity period. The additional fifty (50) maternity points will only be available to individual Flight Attendants thirty (30) months after a previous submission for maternity points.
- (d) The Company will provide on loan to any pregnant Flight Attendant who requests it, a sufficiently warm arctic rated parka that adheres to the new Flight Attendant uniform standards.

**ARTICLE 25 – TRAINING**

**25.01 TRAINING**

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

- (b) All Flight Attendants are required to remain qualified (or requalified should their qualifications lapse) for their role. To remain qualified, Flight Attendants must successfully complete all required Transport Canada and Company training elements.
- (c) If the Company requires Flight Attendants to travel to a location other than their Base for Company required in-person training, the Company will provide a confirmed round trip flight to the training location from the Flight Attendant's Base. The Company will provide accommodations during this time.
- (d) The Company will make a study guide available through the Online Training management system.
- (e) Flight Attendants unable to complete Online Training outside of classroom due to lack of a computer or internet access shall be provided access to a computer with internet at the Company offices. However, it remains the Flight Attendant's responsibility to schedule time to complete the Online Training.

## **25.02 RECURRENT TRAINING**

- (a) Where a Flight Attendant writes their recurrent training exam and fails to achieve a passing mark, the exam will be reviewed with the Flight Attendant and they will be allowed to rewrite the exam up to forty-eight (48) hours later.
- (b) Where a Flight Attendant takes their practical drills and is unsuccessful, the drill will be reviewed with the Flight Attendant and will have the opportunity for re-evaluation
- (c) Any combination of two fails (exam or drill), will result in being dismissed from recurrent training and a meeting with the Flight Attendant Manager will be scheduled with the opportunity for additional training/ coaching
- (d) Schedule adjustments for the Flight Attendant will be made by the Company as required to accommodate the re-evaluation.
- (e) Where the Flight Attendant is unsuccessful on a third (3<sup>rd</sup>) attempt, they will be subject to disciplinary action up to and including termination. The Company acknowledges the employee's right to file a grievance under Article 21.03.

## **ARTICLE 26 – MANAGEMENT RIGHTS**

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

## **26.02 MEDICAL REVIEW PROCEDURE**

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

### **26.03 DISCIPLINE AND DISCHARGE**

- (a) No Flight Attendant who has completed their probationary period shall be disciplined or terminated without just cause.
- (b) Any meetings shall be held at the Flight Attendants Base unless the Company determines that circumstances warrant a different location, video conference or teleconference.
- (c) The Company will make reasonable efforts to schedule meetings during the Duty Period.
  - i. Meetings where Flight Attendant are required by the Company to participate in a meeting or investigation held during the Flight Attendant's Duty Period, the Flight Attendant shall be displaced.
  - ii. If the scheduled meeting takes place on a Flight Attendant(s) Day Off, they shall be credited with the daily standard of four (4) Credits; not subject to overtime.
- (d) During scheduled meetings, investigations or hearings which may result in discipline or discharge the Flight Attendant shall have the right to have a Union representative present. This process will take place in a timely fashion.
- (e) When disciplinary action is taken, the Flight Attendant will be notified in writing, with a copy to the Union, stating the reason(s) for the actions to be taken.
  - i. No Flight Attendant shall have a letter of warning or reprimand laced on their file without receiving written notice of same, which shall be copied to the Union.
- (f) A Flight Attendant who has been disciplined, suspended pending discharge or discharged, and who considers themselves unjustly dealt with, may file a grievance in accordance with Article 21.03.
- (g) Where procedures outlined in Article 26.03 (f) have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 21.04 within thirty (30) calendar days of the Company's final decision, or from the last day of the time limits provided herein should the Company not meet said time limits.

- (h) Throughout this procedure, the Flight Attendant and their Union representative shall be given the full opportunity to present evidence, make representations and respond to the allegations made against the Flight Attendant.

#### **26.04 MANAGEMENT FLYING**

- (a) Only the Flight Attendant Manager or Cabin Safety and Standards Coordinator will perform such bargaining unit work as required by the Company:
- i. To prevent the cancellation or disruption of a flight due to shortage of Flight Attendants.
  - ii. To maintain Flight Attendant qualifications as per Transport Canada minimums.
  - iii. For the purpose of training bargaining unit members in new or amended procedures.
  - iv. To complete an initial line indoctrination check or required annual line check on a bargaining unit member.
- (b) It is understood that Management does not hold seniority as Flight Attendants and therefore will be assigned the last position on board unless mutually agreed upon between the Company and Union.
- (c) Where a Flight Attendant is displaced as a result of any of the above, the Flight Attendant shall not be subject to reassignment and shall receive the blocked Credits for the flight.

#### **ARTICLE 27 – SENIORITY**

##### **27.01 SENIORITY LIST**

The Company shall establish and maintain a Flight Attendant System Seniority List (Master Seniority) showing for each Flight Attendant listed thereon:

- (a) Seniority Number
- (b) Name
- (c) Base
- (d) Date of Employment as a Flight Attendant (date of hire)

The Company shall publish the Flight Attendant Seniority List which is to be updated in the monthly bid package. The list shall be open for correction until the tenth (10<sup>th</sup>) of the following month.

The Flight Attendant Seniority List will be divided into Base Seniority Lists.

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

27.03 INITIAL SENIORITY

Where two (2) or more Flight Attendants are hired on the same date, their position on the Flight Attendant Seniority List will be determined within their initial class as follows:

- i. Internal Hire (Effective May 1, 2019) – Based on Company hire date. Internal hires will be awarded with top seniority within their initial class.
- ii. External Hire – By draw to be administered by both the Company and the Union.

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

27.05 Seniority is defined as the length of service in the bargaining unit and shall include service with the Company prior to the certification or recognition of the Union. Subject to the provisions of this Agreement and the Transport Canada regulations, seniority shall govern transfer, layoff, permanent reduction of the workforce, recall, scheduling by Base, vacations and personal leaves of absence.

27.06 Except as otherwise provided in this Agreement, seniority of all Flight Attendants shall be on a system-wide basis.

27.07 A Flight Attendant shall lose their seniority and be deemed to have left the employ of the Company if they:

- (a) Resign,
- (b) Are discharged for just cause and is not reinstated,
- (c) Are retired subject to mutual agreement between the Company and the Union,
- (d) Fails to return from layoff or is not recalled from layoff subject to the provisions of Article 17, LAYOFF AND RECALL.

**ARTICLE 28 – FILLING OF VACANCIES**

28.01 The filling of vacancies at a Base shall be in the following order:

1. Recall of Flight Attendants on laid-off status in order of master seniority,

2. Act on a bid posted to all Flight Attendants, in order of master seniority providing the employee has served twelve (12) months in their current Base excluding probation,
3. Hire new employees.

28.02 The Company shall advise the Union as soon as a Vacancy is foreseen.

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

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

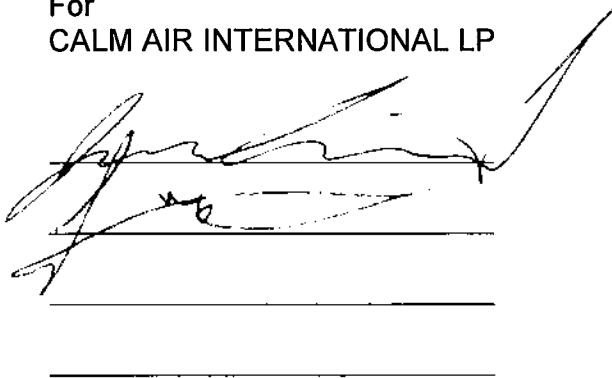
**ARTICLE 29 – DURATION OF AGREEMENT**

29.01 This Agreement shall become effective on May 1, 2022 and shall continue in full force and effect until April 30, 2026.

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

IN WITNESS WHEREOF the parties hereto have signed this Agreement on this 10<sup>th</sup> day of November 2022 at Winnipeg, Manitoba.

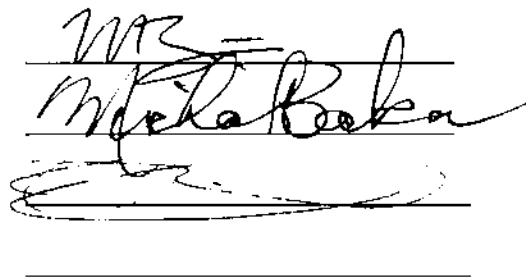
For  
CALM AIR INTERNATIONAL LP



\_\_\_\_\_

\_\_\_\_\_

For  
CANADIAN UNION OF PUBLIC  
EMPLOYEES



\_\_\_\_\_

\_\_\_\_\_

# **BLOCK RULES**

## **ARTICLE B1 – OBJECTIVES**

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

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

## **ARTICLE B2 – DURATION OF BLOCK RULES**

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

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

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

## **ARTICLE B3 – SCHEDULING REGULATIONS**

B3.01 BLOCK RULES

- (a) The Company will publish the monthly requirements for scheduled Block flying and reserve patterns for the following month. Flight Attendants may bid Regular Block, Reserve Block or Mixed Block in accordance with B7.04 to allow for the following:
  - i. The maximum amount of scheduled flight segments within a Duty Period shall be no more than eight (8).
  - ii. Subject to Article B3.01(d), Blocks shall be built to ensure that all Flight Attendants will maintain a minimum of eighty (80) flight Credits per month.
- (b) Credits for Reserve Days shall be given four (4) Credits which will be applied towards pay and the monthly Block limitations.

- i. When a reserve Flight Attendant operates, they shall receive the greater of the four (4) credits or flight time credits as per Articles 10.02 and 10.03.
  - ii. Once the Flight Attendant has reached the Monthly Flight Time Limitation as per Article B4.02, through reserve assignment they will be released from any further reserve duty in the block month.
- (c) Pairings that cannot be blocked during the bidding and awarding of Blocks due to monthly credit limitations, or due to crew rest conflicts shall be placed into Unblocked Open Flying as per B9.02.
- (d) Should the combined Pairings or reserve not be sufficient to provide all Flight Attendants on the seniority list full-time employment, a system of Mini Blocks (according to Article 18) will be available for bid in order to avoid layoffs.
- (e) The crew complement on any flight will not be reduced from the original monthly Block. When there are two (2) Flight Attendants scheduled, the senior Flight Attendant will be In-Charge. If one (1) of the two (2) Flight Attendants is the Flight Attendant Manager, the bargaining unit Flight Attendant will be In-Charge.

Example: If two (2) Flight Attendants are originally scheduled, the expectation is two (2) Flight Attendants will operate.

### B3.02 GUARANTEED DAYS OFF (GDO'S)

- (a) GDOs shall commence at zero-oh-one (00:01L) hour.
- (b) Each Flight Attendant shall be guaranteed a minimum of ten (10) GDO's per month at their home Base.
- (c) Notwithstanding B3.02(b), each Flight Attendant shall be guaranteed a minimum of eleven (11) GDO's in the months of December and January. These additional GDO's will be placed on December 25 and January 01 respectively and appear on the bid packages for those months.
- (d) Where a Duty Period extends into a scheduled GDO by one (1) hour or less, such day shall not cease to be a GDO and the GDO shall be extended by the same amount of time.
- (e) Where a Duty Period extends into a scheduled GDO by more than one (1) hour, the GDO shall be replaced and the Flight Attendant shall receive overtime for the amount of the Duty Period following that one (1) hour.
- (f) A Flight Attendant assigned duty on a GDO will be paid at the overtime rate of one-point five (1.5x) for such duty, and shall be granted another GDO that must be bid by the Flight Attendant in their next monthly Block.

- (g) Pre-awarded GDOs must be requested before the fifth (5<sup>th</sup>) of the previous month.
- (h) MGDOs, UGDOs and TGDOs are not additional days off, they are to be included in the Flight Attendants maximum allowed GDO's for the month.
  - i. MGDO: Requested to the Flight Attendant Manager, with medical documentation.
  - ii. UGDO: Requested to Crew Scheduling by the Union President.
  - iii. TGDO: Requested to the Flight Attendant Manager in the month of, but not after Annual Training. Maximum of three (3).
  - iv. PGDO: Requested to Crew Scheduling.

### B3.03 OWED GDO'S

- (a) Flight Attendants must indicate on their monthly bid to the Blocking Chairperson in bidding owed GDOs.
- (b) A Flight Attendant with owed GDOs will not hold any DO's, and shall include all possible owed GDO's in their monthly bid.
- (c) Bid GDO's not awarded will be carried forward, up to a maximum of three (3) monthly Blocks.
- (d) If the Flight Attendant does not make a bid selection on their owed GDOs for three (3) months, the Flight Attendant forfeits rights to B3.03 (e).
- (e) At the sole discretion of the Flight Attendant, any remaining GDOs not awarded within three (3) monthly Blocks, will be treated as follows:
  - i. For the purpose of bidding and pay, remaining GDO's will be treated as PGDO's
  - ii. Each remaining GDO will be paid out at four (4) Credits
- (f) A Flight Attendant requesting a GDO pay out, will do so in writing (email) to Crew Scheduling. The request is to specify which GDO's are to be paid out.
- (g) A Flight Attendant who leaves the Company either voluntarily or involuntarily shall have all remaining non-awarded GDOs, paid out at four (4) Credits per GDO owed.

### B3.04 SIX (6) BLOCKED DAYS

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

- (b) Flight Attendants scheduled for six (6) consecutive calendar days shall receive a minimum of two (2) consecutive GDOs immediately following.
- (c) Flight Attendants who choose to bid seven or more (7) consecutive calendar days shall receive a minimum of two (2) consecutive GDOs immediately following.
- (d) In any case beyond seven (7) consecutive days, a Flight Attendant will only work with their consent.

#### B3.05 REST PERIODS

- (a) The Company shall provide a Flight Attendant with the following off duty rest between any two (2) Duty Periods as follows:
  - i. When duty ends at the Flight Attendants home Base:
    - (i) A minimum of twelve (12) hours
    - (ii) Or reduced rest of ten (10) hours, when mutually agreed upon between the Flight Attendant and The Company, when accommodations are provided by The Company
  - ii. When duty ends away from the Flight Attendants home Base:
    - (i) Ten (10) hours
- (b) The Company must not interrupt a Flight Attendant's minimum crew rest in order to assign them duty. Any interruption of the minimum crew rest shall constitute a recommencement of the minimum crew rest,
- (c) In the event of a check-in delay the Flight Attendant may be notified an hour prior to report time to inform the Flight Attendant that their check-in time will be delayed.
  - i. In that case, the Flight Attendant's Report Time shall not be delayed beyond four (4) hours of their original Report Time at which point the duty day shall commence.
- (d) Legal crew rest provisions shall also apply to training.
- (e) Delays in transportation will be considered on duty for the purposes of pay and when considering rest. The Flight Attendant will be considered off duty and resting once the Flight Attendant deems their accommodations acceptable for adequate rest and their door is closed for the purpose of resting. The Flight Attendant will not be requested to reduce crew rest.

- i. The Flight Attendant must advise Crew Scheduling by phone and email indicating when their rest commences and what time they will be available to report for duty.

### B3.06 RESERVE

- (a) The Reserve Period within the scheduled Reserve Day shall not exceed twelve (12) hours. The combined length of the Reserve Period and any duty which may be assigned within that period shall not exceed eighteen (18) hours.

Example: A Flight Attendant commencing a Reserve Period at five hundred hours (05:00L) who begins flight duty at nineteen hundred hours (19:00L) must be released from flight duty no later than twenty-three hundred hours (23:00L)

- (b) The start time for the Reserve Period shall be indicated on the bid package in local time.
- (c) If more than one (1) Flight Attendant has the same Reserve Period, the senior reserve Flight Attendant can accept or pass any duty that falls within this Reserve Period provided the junior Flight Attendant(s) are legal to operate the Pairing.
- (d) A Flight Attendant on Reserve who reports for a flight that does not operate, or who performs any flight or other duty will not be subject to further reserve assignment on that day.
- (e) A reserve Flight Attendant shall be given no less than ninety (90) minutes to report for duty, but in any event will do so as quickly as is reasonable.
- (f) A reserve Flight Attendant shall be considered on call at all times during their twelve (12) hour Reserve Period.
- (g) A Flight Attendant, while on reserve duty may be granted, where operationally possible, a release from duty for up to three (3) hours for the purpose of conducting personal business.
- (h) Reserve shall not be assigned in advance more than the day prior to duty, unless mutually agreed upon by the Union and Flight Attendant Manager or designate; and/ or in the case of international travel/ multi day Pairings.
- (i) A Flight Attendant on reserve is required to be available at a designated telephone number to receive flight duty assignments.
- (j) Failure to respond to a reserve call out within fifteen (15) minutes of the initial call will result in the Flight Attendant being recorded as a "no show", being

removed from the reserve Pairing, and having the reserve credit deducted from their MMG.

### B3.07 DUTY PERIOD

(a) An on-Duty Period shall commence:

- i. Forty-five (45) minutes prior to a scheduled departure
- ii. Forty-five (45) minutes prior to a scheduled flight departure at a Maintenance Base
- iii. One hour (1) prior to a scheduled flight departure when the flight is originating away from a Maintenance Base
- iv. One hour (1) prior to a Deadhead departure time
- v. At the required Report Time for a training session

(b) An on-Duty Period shall end:

- i. Fifteen (15) minutes after the actual gate arrival of the last flight operated by the Flight Attendant, or fifteen (15) minutes after the arrival of a Deadhead flight
- ii. Where flight is terminating away from a Maintenance Base thirty (30) minutes
- iii. At the end of a training session
- iv. When released from all duty

(c) The maximum scheduled Duty Period shall be thirteen (13) hours.

(d) When a change in calendar date occurs during a Duty Period, the date on which the Duty Period began shall be used when determining the period to which the Credits will be applied.

(e) Flight Attendants will not be required to continue duty beyond thirteen (13) hours except in the case of an Irregular Operation, where Flight Attendants will not be required to continue duty beyond a maximum of fourteen (14) hours or in the case of a Deadhead to home Base, up to eighteen (18) hours, without their consent.

(f) A Flight Attendant who continues duty beyond the thirteen (13) hours will have one (1) extra hour crew rest for every hour over the thirteen (13) hour Duty Period.

(g) In no case will a Flight Attendant be required to work if unduly fatigued.

## **ARTICLE B4 – MONTHLY CREDIT LIMITATIONS**

### **B4.01 MONTHLY BLOCK LIMITATION**

The credit blocking limitation for each Flight Attendant shall be eighty-five (85) Credits per month. This amount shall include any non-flight duty which is paid for by the Company and/or blocked (i.e. training, paid leave, vacation, etc.).

### **B4.02 MONTHLY CREDIT LIMITATIONS**

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

## **ARTICLE B5 – BID PACKAGE**

### **B5.01 MONTHLY OVERLAPS**

(a) On or before the twelfth (12<sup>th</sup>) of each month, the Company will provide the Flight Attendants with the overlap which shall contain:

- i. Names and dates of known vacation & approved leaves of absence(s)
- ii. Pre bid MGDO, TGDO, UGDOs, Mini Blocks, Union releases, training, etc.
- iii. Pre-awarded Pairings from qualifying new hires and line checks

(b) The Flight Attendants shall review the overlap for accuracy pertaining to their Block. Any discrepancies will be made known to Crew Scheduling by the thirteenth (13<sup>th</sup>) of each month for correction.

### **B5.02 MONTHLY BID PACKAGE**

(a) On or before the fifteenth (15<sup>th</sup>) of each month, the Company will provide the Flight Attendants with the monthly bid package which shall contain the following:

- i. Updated bid windows, per Base when necessary
- ii. Updated master Seniority List
- iii. An overlap schedule per Base that includes:
  - (i) Allocated Vacation (including VGDO's), Statutory Holidays (including SGDO's), Training dates (including TGDO's), Union days (including UGDO's), MGDO's, Leave of Absence, Mini Blocks, etc. with the applicable credit value.

(ii) A ratio of Flight Attendant availability vs available Pairing(s) per day

- iv. All known Pairings, including Reserve with assigned credit(s) per Base
- v. A copy of the Company's most recent System Schedule, including all cancelled flights and Civic Statutory Holidays
- vi. A detailed summary of all known Charters per Base
- vii. Owed GDO's

**B5.03** The Company is committed to ensuring all blocking rules can operationally be met at all Bases when producing and publishing a Bid Package and Schedule, such as awarding of Non-Flying Events, forecasted average and available active Flight Attendant vs available flight ratio.

**B5.04** In the event that a Base has less than three (3) active Flight Attendants, the Company and Blocking Chairperson agree to producing that Bid Package in advance to ensure all operational requirements are then met through the larger established Bid Package Base, with keeping the integrity of all bidding and awarding of Blocks rules between all Bases.

**B5.05** In the months of December and January, Flight Attendants will be awarded eleven (11) GDO's. The eleventh (11<sup>th</sup>) GDO will be placed on December 25 for December and January 01, for January. If these GDO's fall within protected time off, these GDO's will also be protected.

**B5.06** AWARDING OF NON-FLYING EVENTS

Should the Company not be able to award biddable non-fly events, the following awarding priority order shall be followed:

(a) Based on Flight Attendants vs. Flights on a specific day:

- i. Awarding of one-twelfth (1/12<sup>th</sup>) Stats & SGDO's in accordance with Article 6.08
- ii. VAC & VGDO's (non six (6) month protected)
- iii. OT (non six (6) month protected)
- iv. Union Day(s)
- v. MGDO (at the Managers discretion)
- vi. UGDO (FA will be contacted with option to switch date)
- vii. TGDO (FA will be contacted with option to switch date)

(b) Based on lowering monthly Credits:

- i. Awarding of one-twelfth (1/12<sup>th</sup>) Stats in accordance with Article 13.02 (e)
- ii. VAC (non six (6) month protected)
- iii. OT (non six (6) month protected)

(c) A written request may be made from the Company due to unexpected/ unplanned Flight Attendant leaves, resignations or unexpected/ unplanned business opportunities to deviate from the above. Such requests shall not be unreasonably withheld, and mutually agreed upon between The Company and The Union.

#### **ARTICLE B6 – BLOCKING CHAIRPERSON**

B6.01 The Blocking Chairperson and the Company will meet quarterly to ensure that the scheduled flight times are kept current and accurate, which will be adjusted as required. In order to facilitate the quarterly meetings and allow meaningful review and discussion the Company agrees to provide the Flight Attendant Pay Summaries and other readily available and relevant information (such as agreed upon miles as per Article 10.02) to the Union President, on a quarterly basis and at least thirty (30) days prior to the meeting.

B6.02 Pairings shall be prepared by the Company. The Company will consider suggestions from the Blocking Chairperson for improvement of Pairings and to the extent possible will provide information on Pairing changes to the Blocking Chairperson prior to publication in the bidding package.

B6.03 The Union will designate a Blocking Chairperson to participate in the scheduling process. An alternate must be trained and available for when the Blocking Chairperson is unable to perform their duties. The Blocking Chairperson shall advise Crew Scheduling that the alternate will be performing their duties prior to the fifth (5<sup>th</sup>) of the previous month. Crew Scheduling will schedule an office day at four (4) Credits which may be moved if operationally feasible.

B6.04 The Blocking Chairperson will be compensated as per Article 9.10.

B6.05 The production and amendment of the schedule will be the joint responsibility of Crew Scheduling and the Blocking Chairperson to ensure the scheduling provisions of the Agreement are met.

B6.06 On or before the thirteenth (13<sup>th</sup>) of each month, the Company will provide the Blocking Chairperson with the bidding package for review which shall contain all the information set out in Article B5.02.

B6.07 The Blocks 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.

B6.08 The Company is responsible for the accuracy of the bid package in regard to pairings.

B6.09 The Blocking Chairperson does not have the authority to approve changes to Pairings and/ or Blocks outside of the provisions in this Agreement. Any changes which will impact the provisions set out in this Agreement shall require mutually agreement between the Company and Union.

B6.10 The Blocking Chairperson will be trained in-house upon request for platforms, software, programs, etc. as required to effectively build and manage the Blocks.

#### **ARTICLE B7 – BIDDING OF BLOCKS**

B7.01 Flight Attendants shall submit their bids starting on the fifteenth (15<sup>th</sup>) of the month at eighteen hundred (18:00L) in order of seniority until no later than twenty-two hundred (22:00L) the twenty-first (21<sup>st</sup>) of the prior month.

Exception: In December for January the bidding shall start on December eleventh (11<sup>th</sup>) at eighteen hundred (18:00) and shall close no later than twenty-two hundred (22:00L) the sixteenth (16<sup>th</sup>) of December.

B7.02 Bid Preferences will be emailed to the Blocking Chairperson which must include:

- (a) Specification of a Regular, Mixed or Reserve Block
- (b) "Yes" or "No" to working seven (7) days in a row
- (c) Dates of GDO's including any owed GDOs
- (d) Dates and flight numbers of preferred Pairings
- (e) Any priorities Ex: Specific GDO, Pairing, high or low credit preference etc.

B7.03 Where a Flight Attendant misses their bid window they shall be assigned any unbid Pairings once all other Flight Attendants have bid.

B7.04 Flight Attendants shall be required, to the best of their ability with available options, to bid within three point nine (3.9) Credits of the average, provided it does not take them over the Maximum Block Limitation of eighty-five (85) Credits as per Article B4.02.

Exception: If the monthly average is eighty-five (85) Credits, the Flight Attendant may choose to bid up to a maximum of eighty-eight point-nine (88.9) Credits.

- (a) Regular Block – Must be built between seventy-six-point one (76.1) and eighty-five (85) Credits.
- (b) Mixed Block – Must be built between seventy-six-point one (76.1) and eighty-five (85) Credits.
- (c) Reserve Block – Must be built to a maximum of seventy-six (76) Credits.
- (d) Mini Block – Must be built between forty (40) to forty-two point five (42.5) monthly Credits.

B7.05 In no case shall the Blocking Chairperson have less than two (2) days to review and complete the monthly Block.

B7.06 Flight Attendants shall indicate in their bid if they are willing to operate reserve. A Flight Attendant shall only be awarded a Mixed Block at the Flight Attendant's request or to maintain the integrity of their Block.

B7.07 Where a Flight Attendant will not be available during the bidding period, the Flight Attendant shall designate someone to bid on their behalf. This designation shall be forwarded to the Blocking Chairperson in advance of the start of bidding.

B7.08 Crew rest must be bid in accordance with Article B3.05 (a) i. (i) and B3.05 (a) ii. (i).

#### **ARTICLE B8 – AWARDING OF BLOCKS**

B8.01 Blocks must be legal in all respects, and will be built by the Blocking Chairperson giving full consideration to the bid preferences of the Flight Attendant in order of seniority.

B8.02 A Block which has been bid within three point-nine (3.9) Credits of the average, including pre-awards, will not have additional duty added.

B8.03 A Block which has reached the minimum of eighty (80) Credits, including pre-awards, will not have additional duty added unless:

- (a) The Flight Attendant has requested more than the MMG, or
- (b) Operational requirements necessitate increased hours in accordance with parameters of this Agreement.

B8.04 Vacation periods, Statutory Holidays and GDOs as per Article B5.02 (a) iii. (i), Block overlaps, and training (including line indoctrination flights) will be placed on a Flight Attendant's Block prior to their bid preferences.

#### B8.05 UNBLOCKED FLYING

- (a) The Company shall not remove Reserve Days in order to cover unblocked flying.
- (b) Any unblocked flying shall go into Unblocked Open Flying.
- (c) The Company shall not remove a MGDO, UGDO or TGDO to cover unblocked flying.

#### B8.06 BLOCK REVISIONS

- (a) The Blocking Chairperson will make all corrections that are required by The Company.
- (b) In the event a problem arises during the Block construction or during the bidding and awarding of Blocks and all scheduled rules have been followed, the Company and Blocking Chairperson will consult on how the problem will be resolved.
- (c) Errors discovered in the Flight Attendants published Block and/ or minor changes will be made with the participation of the Union.

#### B8.07 PUBLICATION OF BLOCKS

- (a) The Company will email Flight Attendant with a copy of the Blocks by the twenty-fourth (24<sup>th</sup>) of the month.

Exception: In December for the January Blocks the Company shall provide the Blocks by the twenty-first (21<sup>st</sup>) of December and email to the Flight Attendants.

- (b) Errors discovered after the Blocks are published 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 GDOs.
- (c) The period for contesting shall be four (4) days following the awarding of the Blocks. Flight Attendants shall contest a Block award in writing to the Union Blocking Chairperson, including a proposed fix. Any corrections shall be made by the Union Blocking Chairperson.

#### B8.08 PRO-RATION FOR PARTIAL MONTHS

A Flight Attendant working a partial month shall have their Block prorated in accordance with the table below:

| <b>Days Available</b> | <b>Daily Minimum Guarantee</b> | <b>Max Daily Block Time</b> | <b>GDOs</b> |
|-----------------------|--------------------------------|-----------------------------|-------------|
| 1                     | 2.66                           | 2.8                         | 0           |
| 2                     | 5.32                           | 5.7                         | 1           |
| 3                     | 7.98                           | 8.5                         | 1           |
| 4                     | 10.64                          | 11.3                        | 1           |
| 5                     | 13.30                          | 14.2                        | 2           |
| 6                     | 15.96                          | 17.0                        | 2           |
| 7                     | 18.62                          | 19.8                        | 2           |
| 8                     | 21.28                          | 22.7                        | 3           |
| 9                     | 23.94                          | 25.5                        | 3           |
| 10                    | 26.60                          | 28.3                        | 3           |
| 11                    | 29.26                          | 31.2                        | 4           |
| 12                    | 31.92                          | 34.0                        | 4           |
| 13                    | 34.58                          | 36.8                        | 4           |
| 14                    | 37.24                          | 39.7                        | 5           |
| 15                    | 39.90                          | 42.5                        | 5           |
| 16                    | 42.56                          | 45.3                        | 5           |
| 17                    | 45.22                          | 48.2                        | 6           |
| 18                    | 47.88                          | 51.0                        | 6           |
| 19                    | 47.50                          | 53.8                        | 6           |
| 20                    | 50.54                          | 56.7                        | 7           |
| 21                    | 53.20                          | 59.5                        | 7           |
| 22                    | 55.86                          | 62.3                        | 7           |
| 23                    | 58.52                          | 65.2                        | 8           |
| 24                    | 61.18                          | 68.0                        | 8           |
| 25                    | 63.84                          | 70.8                        | 8           |
| 26                    | 66.50                          | 73.7                        | 9           |
| 27                    | 69.16                          | 76.5                        | 9           |
| 28                    | 71.82                          | 79.3                        | 9           |
| 29                    | 74.48                          | 82.2                        | 10          |
| 30                    | 77.14                          | 85.0                        | 10          |
| 31                    | 80.00                          | 85.0                        | 10          |

**ARTICLE B9 – OPEN FLYING**

B9.01 Open flying shall consist of all unblocked flying and flying that becomes available during the month.

B9.02 All Unblocked Open Flying shall be indicated on the published schedule. Flight Attendants shall have up to the twenty-sixth (26<sup>th</sup>) to bid Unblocked Open Flying. This shall be awarded in order of seniority. Any remaining Unblocked Open Flying will be awarded in accordance with Article B12.01.

(a) Flights Attendants shall have the option to bid and be awarded in seniority order up to one hundred (100) Credits of unblocked flying.

(b) Flight(s) and/ or Pairing(s) that remain unblocked after this shall be placed in Open Flying and awarded as per Article B12.01.

B9.03 Open Flying shall be awarded on the basis of seniority provided it does not remove the Flight Attendant from their next scheduled flight.

B9.04 Once awarded an Open Flight, the Flight Attendant must operate the flight as per Article B12.01 (c) 1.

## **ARTICLE B10 – PAIRING TRADES/ DROPS**

### **B10.01 GENERAL**

(a) Subject to advance approval by Crew Scheduling, Flight Attendants will be allowed to trade and/ or drop schedules or portions thereof.

(b) All Pairing trades and drops shall be strictly voluntary.

(c) Requests must be submitted with a minimum of twenty-four (24) hours in advance of the scheduled Pairing(s).

(d) Pairing trades or drops must adhere to the following terms:

- i. Only full Pairings can be traded or dropped.
- ii. Must not cause a Deadhead.
- iii. Must be legal in all respects of this Agreement.
- iv. Once approved, the Flight Attendant who has accepted the Pairing Drop shall be subject to all provisions in the Agreement as if they were originally scheduled for the Pairing.

(e) The requesting Flight Attendant shall be responsible for completing the originally scheduled Pairing(s) until it has been accepted and approved.

(f) If a Flight Attendant accepting the Pairing Trade or Drop is on a GDO, that GDO will not be replaced.

(g) A Flight Attendant who accepts and completes a Pairing Trade or Drop shall receive all applicable Credits and per diems(s) associated.

(h) A Pairing Trade or Drop will not be eligible for Credits for which the overtime rate has already been paid.

(i) A Flight Attendant who drops a Pairing shall have their MMG reduced by the published monthly schedule credit value associated with the Pairing Drop.

### **B10.02 REQUEST PROCESS**

- (a) Flight Attendants wishing to make such trades or drops shall email Crew Scheduling cc'ing the Flight Attendant accepting. The email must include:
  - i. Pairing(s)
  - ii. Date
  - iii. Names of the relevant parties
- (b) Flight attendant accepting the trade or drop shall reply with confirmation of their acceptance.
- (c) Crew Scheduling shall review the request and advise all parties whether the Pairing Trade or Drop is approved or denied. No request shall be unreasonably denied.
- (d) Once the Pairing trade or drop is approved by Crew Scheduling, it becomes part of the Flight Attendants' Block.

**ARTICLE B11 – REASSIGNMENT**

B11.01 When a Flight Attendants Pairing or portion of a Pairing of four (4) or more Credits is cancelled, changed, replaced or has a change of aircraft type, prior to reporting for duty, the Flight Attendant shall be reassigned in the following order:

- 1. Flying during the original scheduled period. The reassignment shall not require an earlier Report Time than the original scheduled flight and shall not have a scheduled off time beyond four (4) hours of their originally scheduled off time.
- 2. If no flying available during original scheduled period, the Flight Attendant will be given the option of the following:
  - i. Any known Open Flying available at the time of reassignment, for that day. Flight Attendant shall not be reassigned flying outside of their original scheduled period without their consent.
  - ii. Reserve Duty
  - iii. Released from duty. If requested to be released from duty, the Flight Attendant shall forfeit the Credits associated with the Pairing.

B11.02A Flight Attendant who reports for a Pairing that does not operate will be reassigned. Their Duty Period shall commence at their original scheduled Report Time.

- (a) A Flight Attendant must be reassigned within four (4) hours of the original Report Time or be released from all Duty.

- (b) The Flight Attendant will not be reassigned to reserve.
- (c) A Flight Attendant shall not be assigned to an overnight Pairing without their consent unless originally scheduled.
- (d) Flight Attendant may request to be released from duty should no other flying be available.

B11.03 In the event two (2) Flight Attendants are scheduled to operate together on an ATR-72 and that flight gets changed to an ATR-42/ 72 Combi, where only one Flight Attendant is required:

1. The In-charge will be given the option to keep the original assignment, or reassignment as set out in Article B11.01
2. If the In-charge chooses to keep their original assignment, the 2nd FA shall be reassigned per Article B11.01
3. If the In-charge chooses reassignment per Article B11.01 the 2nd FA shall operate the original scheduled flight.

B11.04 Reassignment shall not result in the loss of the Flight Attendant's next scheduled flight.

B11.05 If reassignment requires the Flight Attendant to attend Company scheduled appointments due to Company policies on a GDO, the GDO will be owed back to the Flight Attendant.

B11.06 Notwithstanding the reassignment process above the Flight Attendant will be guaranteed their monthly minimums of eighty (80) credits as per Article 9.05 (a).

## **ARTICLE B12 – ORDER OF FLIGHT ASSIGNMENT**

### **B12.01 FILLING OF ASSIGNMENTS**

- (a) For the purpose of Filling of Assignments, the following locations will be recognized as Flight Attendant Bases:
  - i. YWG
  - ii. YRT
- (b) All Pairings will initiate and terminate from a Flight Attendants Base. In the event of a failed Filling of Assignment at the original Pairings Base, the Company will initiate a Filling of Assignment at the other Base(s).
- (c) Filling of assignments will be offered and awarded in order of seniority to Flight Attendants under one hundred (100) Credits in the order below:
  1. Flight Attendant(s) scheduled for the flight

2. Flight Attendant(s) subject to Article B11
3. Offer the flying to Flight Attendant(s) on a DO
4. Flight Attendant(s) on Reserve
5. Offer the flying Flight Attendant(s) on a GDO
6. Offer the flying to a Flight Attendant scheduled for duty that day (before or after) in order of seniority
7. Offer the flying to Flight Attendant(s) on the following:
  - i. SGDO, VGDO, UGDO, MGDO
  - ii. VAC or STAT
8. Offer the flying to a Flight Attendant over one hundred (100) Credits
9. Offering the Pairing to qualified Flight Attendant Management
10. Apply Draft as per Article B12.02

In all cases, a Flight Attendant accepting an Open Flight per Article B12.02 (6) above shall be paid the Credit value of the assignment accepted in addition to the Credits scheduled that Day.

#### **B12.02 DRAFT**

- (a) The Company will Draft a Flight Attendant when all other Flight Attendants options have been utilized and/ or exhausted as per Article B11.01 Filling of Assignments in the following order:
  1. In reverse order to a Flight Attendant on a DO
  2. In reverse order to a Flight Attendant on a GDO
  3. A Flight Attendant already operating provided it doesn't interfere with their schedule.
- (b) Crew Scheduling will confirm the draft in an email to the Flight Attendant.
- (c) The Company cannot draft a Flight Attendant whose credit level is at or forecasted to be at or above one hundred (100) Credits unless all available options have been utilized and exhausted.
- (d) No Flight Attendant shall be obligated to accept a draft during the following:
  - (i) Vacation (including VGDO)
  - (ii) Statutory Holiday (Including SGDO)
  - (iii) MGDO, UGDO or TGDO

- (e) The Company will apply the Draft procedure as far in advance as practical.
- (f) Where a Flight Attendant is drafted through Article B12.02 (a), the Flight Attendant shall receive premium pay at two (2x) times their hourly rate as per Articles 10.02 and 10.03 (iv) for the flight(s) operated as a draft.

Example: If a Flight Attendant is schedule to operate flight(s) A then drafted to operate flight(s) B, only the drafted portion of flight(s) B would be eligible or the 2x pay based on the best of Articles 10.02 & 10.03 (iv).

- (g) FA's on adhoc special assignment charters are not applicable for Draft pay.

**B12.03 CALL OUT PROCEDURES**

- (a) The Company may use email as a means of contact in accordance with the table below. All Open Flying shall be awarded as per Article B11.01.

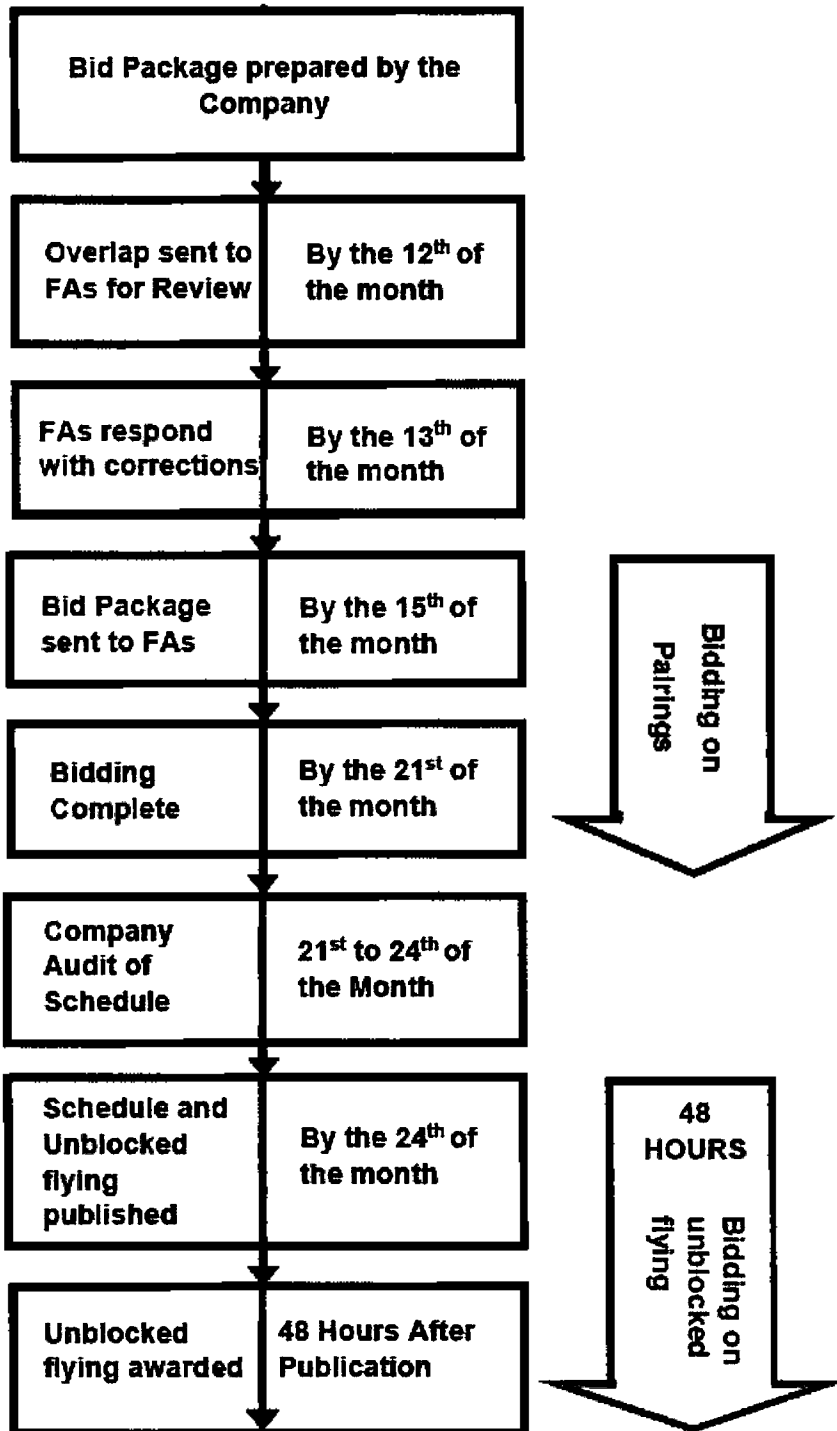
| <u>Time Till Departure</u>                                   | <u>Call Out Closes</u>  |
|--|---|
| More then thirty-six (36) hours                              | Twelve (12) hours   |
| Less than thirty-six (36) hours<br>To twenty-four (24) hours | Six (6) hours   |
| Less than twenty-four (24) hours<br>To twelve (12) hours     | Four (4) hours  |
| Less than twelve (12) hours<br>To four hours (4) hours       | Two (2) hours   |
| Less than four (4) hours<br>To two (2) hours                 | One (1) hours   |
| Less than two (2) hours                                      | Phone call: First Flight Attendant reached and accepts shall be awarded |

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

**B12.04 IRREGULAR OPERATIONS**

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

**APPENDIX A – BLOCKING RULES FLOW CHART**



**APPENDIX B – CREDITED SERVICE**

As a result of the removal of the Longevity Premium and creation of the new hourly rate grid, the following Flight Attendants are credited with the below additional months of service based on their original hire date with the Company for the purpose of placement on the grid.

This date will be displayed in the HRIS pay system as “Seniority Date”.

| <b>Employee Name</b> | <b>Credited Months of Service</b> |
|----------------------|-----------------------------------|
| Vesna Jakimovski     | 14.20                             |
| Ashley Blakely       | 4.20                              |
| Jonathan Olinik      | 23.87                             |

The credited service list above is in addition to the grandfathered agreement as per Article 9.01 (d).

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

**RE: JUMP SEAT AGREEMENT**

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

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

**Policy:**

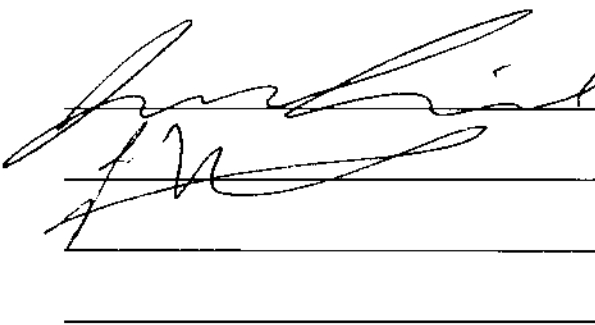
- Jumpseat utilization is a discretionary courtesy subject to Air Regulations and the Company policy.
- The jumpseat is available for personal travel only.
- Users must occupy a cabin seat, in accordance with regulations. Access to flight deck is prohibited.
- Program users will be given a lower priority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

**Dress code:** If a seat in the cabin is available then business casual attire is required.

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

DATED at Winnipeg, Manitoba this 10<sup>th</sup> day of November, 2022

For  
CALM AIR INTERNATIONAL LP

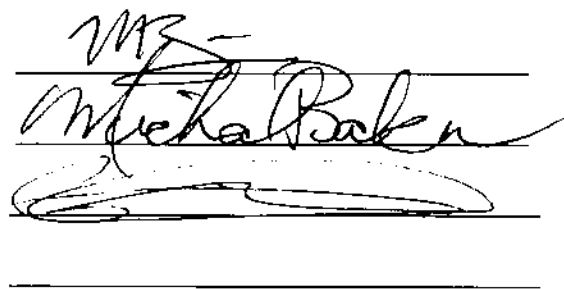


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For  
CANADIAN UNION OF PUBLIC  
EMPLOYEES



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**  
**Between**  
**CALM AIR INTERNATIONAL LP**  
**And**  
**CUPE**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 4029**

**RE: B737-400 WET LEASE FROM CANADIAN NORTH**

**WHEREAS** the Union and the Company (collectively referred to as the "Parties") have identified the mutual benefit to enter into this Letter of Understanding ("LOU") as it relates to Article 2.06 of the current Collective Agreement; and,

**WHEREAS** the Company desires to enter into a Wet Lease for a 737-400; and,

**WHEREAS** the Parties are in agreement that the provisions specified in this LOU shall provide clarity to all, including the Parties and the Flight Attendants.

**NOW THEREFORE** Article 2.06 for the purpose of this LOU and specific to the identified Wet Lease within shall contain the following additional provisions:

1. The Company may enter into a Wet Lease of one (1) 737-400 series aircraft (the "Wet Leased Aircraft") set up in a seventy-eight (78) seat passenger and cargo configuration from Bradley Air Services Limited, doing business as Canadian North AKT, which Wet Lease may continue for the duration of the current Collective Agreement between the Parties; and,
2. The Company's use of the Wet Leased Aircraft may include use on routes between Winnipeg, MB ("YWG") – Rankin Inlet, NU ("YRT") – Churchill, MB ("YYQ"), including its current routes to a maximum frequency of thirteen (13) flights per week averaged over a calendar year.
3. Notwithstanding point 2 above, the Company may utilize the Wet Lease aircraft for other flying within the Scheduled Company Route Structure at its discretion. Flight Attendants who are displaced by the use of the Wet Leased Aircraft may be reassigned by the Company, however, any displaced Flight Attendant shall receive the greater of the scheduled flight displaced or the reassigned flight Credits; and,
4. Should the Company want to utilize the Wet Leased Aircraft in any capacity other than those routes and services specified in points 2 and 3 above, they shall make a request in writing to the Association as soon as practicable. Such requests shall not be unreasonably withheld; and,
5. One (1) credit for each three point five-five (3.55) hours in a Trip Period where a Rest Period occurs in CYYQ or any point north of; and
6. The Company agrees that no Flight Attendant whose name appears on the

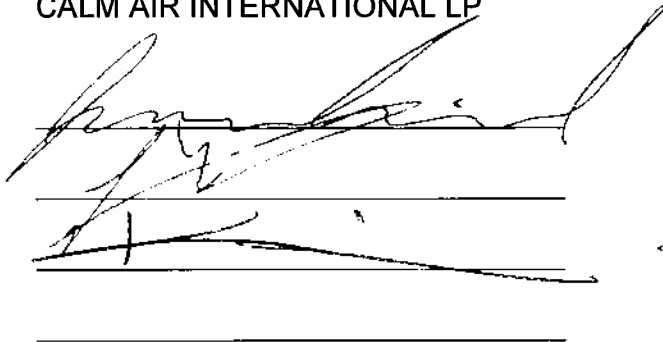


Seniority List on the date of execution of this LOU shall be forced to layoff, or furlough solely and directly as a result of the implementation of the Wet Lease from; and,

7. In cases of mechanical failure of the Canadian North 737 referenced in this LOU; the company(s), (Canadian North or Calm Air) may, after exhausting all Calm Air internal options and resources (Aircraft and Crew), Charter a substitute 737 to operate the agreed upon route, per point 2, to move the passengers and cargo to maintain a high level of customer service and avoid undue delays.
8. This LOU and all the terms and conditions hereof shall go into effect on November 9, 2022, and remain in effect until June 30<sup>th</sup>, 2027 or the Company no longer requires the Wet Leased Aircraft, whichever is sooner; and,
9. Nothing in the LOU shall be construed as a diminution of any right or entitlement under the Collective Agreement except as expressly stated in this LOU.

DATED at Winnipeg, Manitoba this 10<sup>th</sup> day of November, 2022

For  
CALM AIR INTERNATIONAL LP

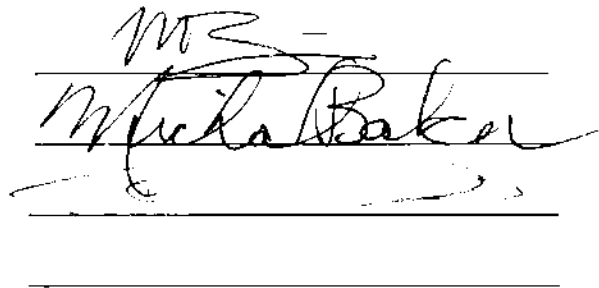


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For  
CANADIAN UNION OF PUBLIC  
EMPLOYEES



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_