

# **COLLECTIVE AGREEMENT**

**between**

***CANADIAN  
NORTH***

**and**

***CUPE*** | Canadian Union  
of Public Employees

**and its Local 8111**

***CUPE X SCFP***

**January 1, 2023 to March 31, 2026**

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## **PREAMBLE**

This Agreement is made and entered into by and between BRADLEY AIR SERVICES LIMITED operating as CANADIAN NORTH, hereinafter referred to as the COMPANY and the CABIN CREW in the employ of the Company, as represented by the CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), hereinafter referred to as the UNION.

The purpose of this Agreement is, in the mutual interest of the Company and the Cabin Crew, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operations, and the continuation of employment under conditions of reasonable hours, compensation, and working conditions.

It is recognized by this Agreement to be the duty of the Company, the Union and the Cabin Crew to co-operate fully, both individually and collectively, and to comply fully with the procedures set out in this Agreement and the Canada Labour Code.

There shall be no reprisal against any Cabin Crew Member for the proper exercise of their rights, responsibilities, and obligations afforded them under this Collective Agreement or under the Canadian Aviation Regulations ("CARs").

## **ARTICLE 1 – DEFINITIONS**

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

### **1.01 AGREEMENT**

Means the Collective Agreement and Letters of Understanding negotiated between the Company and the Union including amendments thereto or interpretations thereof agreed upon and covered by agreements or written amendments signed by both the appropriate Union Officers and Company Officials.

### **1.02 BASE**

Means a geographical location designated by the Company as a Cabin Crew Base. All Cabin Crew shall have a designated Base.

### **1.03 BLACK DAY**

Means a Day designated in a Reduced Block in which the Company cannot use the Cabin Crew Member for any reason (except as per Article 22.14). These Days shall be designated on the Blocks with "BLAK". Black days are not biddable.

### **1.04 BLOCK**

Means a predetermined Monthly schedule for each Cabin Crew Member as per Article 22.03.01.

### **1.05 BLOCK BUILDING GUIDANCE**

Refers to informal reference material developed and used by the Blocking Committee and Crew Planning to assist in the Block bidding and building processes. Is subject to periodic change and is not subject to grievance.

### **1.06 BLOCKHOLDER**

Means a Cabin Crew Member who is awarded or assigned a Block in any given Month.

### **1.07 CABIN CREW MEMBER**

Means a crew member, other than a pilot, who has been assigned duties to be performed in the interest of the passengers in a passenger-carrying aircraft. (Plural is Cabin Crew)

**1.08 CABIN LEAD**

Shall mean In-charge Flight Attendant as specified in the Canadian Aviation Regulations.

**1.09 COMPANY**

Means BRADLEY AIR SERVICES LIMITED operating as CANADIAN NORTH.

**1.10 DAY**

Means a twenty-four-hour consecutive period beginning at 0001 hours.

**1.11 DAY OFF (DO)**

Means an unbroken period of twenty-four (24) hours commencing at 0001 hours at the Cabin Crew Member's home Base and where the Cabin Crew Member is free from all work-related responsibilities and duties, unless otherwise provided for in this Agreement.

**1.12 DEADHEAD**

Means to travel by air and/or surface transportation at the Company's request to meet the requirements of service without operating the aircraft within the duty requirements of a Cabin Crew.

**1.13 FERRY FLIGHT**

Means a Flight, without revenue passengers, used to position the aircraft. May also be referred to as a positioning flight.

**1.14 FLIGHT**

A scheduled, charter or ad hoc flight operated by Canadian North or its designate, on an aircraft between airports and/or stations.

**1.15 FLIGHT PAIRING**

A series of Flights starting with a Flight, Ferry Flight or Deadhead that takes Cabin Crew away from their home Base and that ends with a Flight, Ferry Flight or a Deadhead that brings Cabin Crew back to their home Base. A duty period may be Blocked to contain more than one (1) pairing.

**1.16 FLIGHT TIME**

Means the time from when the parking brake is released for the commencement of pushback or taxi for a flight and the time when the aircraft comes to rest at the end of the flight.

**1.17 INVIOLETE DAY**

A day designated with an "X" in a Block where Cabin Crew are free from all work-related responsibilities and duties, and cannot be assigned and/or accept any work, unless otherwise provided for in this Agreement.

**1.18 LANGUAGE REQUIREMENTS**

Means language requirements in this Agreement. Refers to languages other than English.

**1.19 LINE CHECKS**

A designated Flight to assess the proficiency of Cabin Crew and their adherence to Company policy and procedures.

**1.20 LOCAL TIME**

Unless otherwise specified, shall mean the local time at the applicable Base.

**1.21 MINIMUM MONTHLY GUARANTEE (MMG)**

Means the minimum Monthly credits to be paid to Cabin Crew in accordance with Article 7.03.

**1.22 MONTH**

Means a calendar month, except January shall be January 1-30, February shall be the period from January 31 to March 1, and March shall be March 2-31.

**1.23 NDG (NO DUTY GIVEN) DAY**

Means a Day designated in a Block in which there are no scheduled duties but the Cabin Crew Member may be required to work as per Article 22.05 and Article 22.09.03.

**1.24 NORTHERN CABIN CREW**

Means Cabin Crew permanently or temporarily posted north of fifty-five (55) degrees north latitude.

**1.25 OPEN FLYING**

Means Flights or Flight Pairings that become available after the Block awards.

**1.26 PREFERENTIAL DAY OFF (PDO)**

PDOs are another form of Day Off that will supersede a DO. PDOs are not in addition to the regular DOs or VGDs allotted each month. Cabin Crew are entitled to two (2) PDOs per calendar year as outlined in Article 22.03.08.

**1.27 REDUCED BLOCK**

Means a schedule that has been reduced, and whose terms and conditions are contained in Article 22.14.

**1.28 RESERVE**

Means a period of time during which a Cabin Crew Member must be available (on call) in accordance with Article 22.10.

**1.29 REST PERIOD**

Means a period of time a Cabin Crew Member is free from all duties with the Company in accordance with Article 22.07.

**1.30 ROTATION**

A period of time spent away from a Cabin Crew Member's home Base to supplement the complement of another Base. They shall be considered to be part of the Base complement for that time period only, and all home Base rules shall apply, unless otherwise specified.

**1.31 STATUTORY HOLIDAYS**

A day designated with "STAT" in a Blockholder's awarded or assigned Block. Such days are paid as per Article 7.01 j) and in accordance with Article 9.

**1.32 TRAINER**

Cabin Crew who are scheduled/assigned to conduct training.

**1.33 TRAINING**

Means a period of time in which a Cabin Crew Member receives specific instruction and/or completes written examinations as required by Transport Canada or any other Government Department or Agency, or the Company. This includes, but is not limited to, in-class or online in accordance with Article 14.

**1.34 UNION**

Means the CANADIAN UNION OF PUBLIC EMPLOYEES – Local 8111, Airline Division.

**1.35 VACATION GUARANTEED DAY (VGD)**

A Day where the Cabin Crew Member is free from all work-related responsibilities and duties, which is designated by the Cabin Crew Member to be attached to either the start or end of a Vacation slot as outlined in Article 9.10.

**1.36 VACATION DAY**

A day designated with "VAC" in a Blockholder's awarded or assigned Block. Such "VAC" days are paid as per Article 7.01 j) and in accordance with Article 9.

**ARTICLE 2 – RECOGNITION**

**2.01 BARGAINING AGENT**

The Company recognizes the Union as the exclusive bargaining agent for all Cabin Personnel employed by the Company, excluding supervisors and those above in accordance with the accreditation certificate issued by the Canada Industrial Relations Board under the provisions of the Canada Labor Code.

The Union shall have the right to have assistance of representatives of CUPE when dealing with any matters arising out of this Agreement.

The Company will recognize Union representatives appointed or elected by the Union to represent Cabin Crew and matters associated with the administration of this Agreement and related responsibilities.

This Agreement does not apply to Cabin Crew who are in initial training up to line indoctrination (unless otherwise specified in this Collective Agreement).

**ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01 GENERAL RIGHTS**

Except to the extent provided in this agreement, this Agreement in no way restricts the Company in the management and direction of the business and the workforce.

The Company acknowledges that it shall exercise its management rights and responsibilities in a fair and reasonable manner.

### **3.02 COMPANY POLICIES**

Cabin Crew shall be governed by written policies adopted by the Company as publicized on bulletin boards, online, or by distribution to Cabin Crew, provided that such policies are not in conflict with the specific provisions of this Agreement or the applicable laws of Canada, its provinces and territories. A copy of all Company policies shall be available to the Union.

### **ARTICLE 4 – FLYING ON COMPANY AIRCRAFT**

**4.01** Only Cabin Crew within the bargaining unit shall be assigned to any Company flying on aircraft operated by the Company. Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, positioning, charter, training, and publicity flights. Such flying shall be in accordance with the terms and conditions of this Agreement.

Notwithstanding the above, wet-leases (i.e., contracting with another Company for the provision of an aircraft with Pilots) may be entered into by the Company to carry out flying on a temporary basis due to a lack of available aircraft for reasons beyond the Company's control (e.g., weather conditions, mechanical failures, acts of God, delay of aircraft delivery), provided such leases are not entered into with a Company(s) that has been declared as a single employer under the CLC. This provision is not meant to allow the Company to maintain the Company fleet and/or Cabin Crew staffing levels below those that would normally be required to maintain operational integrity.

The Company shall advise the Union of the use of wet-leases as soon as practicable and in no case later than thirty (30) days. Wet-leases and their association with the Company shall not exceed one hundred and twenty (120) Calendar days unless mutually agreed upon by the Parties.

### **ARTICLE 5 – USE OF NON-BARGAINING UNIT MEMBERS**

**5.01** Persons whose jobs are not in the bargaining unit, in accordance with Article 2.01 shall not work on a job which is included in the bargaining unit except for the purpose of a disaster, an emergency, or the following:

- a) Where Cabin Crew training is required, or
- b) Where a Line Check is to be done, or
- c) Where no Cabin Crew are available due to last minute book-offs, or
- d) As required due to being scheduled for currency, or

- e) As supernumerary Cabin Crew above the crew complement, where Language Requirements are necessary, and cannot be provided by Cabin Crew, or
- f) Where there is no Cabin Crew qualified to operate as Cabin Lead, or
- g) Where the Order of Flight Assignment as per Article 22.12 has been exhausted and a Flight remains uncrewed.

Where a Cabin Crew Member is displaced as a result of any of the above, they shall not be subject to reassignment and shall receive the Blocked credits for the Flight(s).

## ARTICLE 6 – RATES OF PAY AND BENEFITS

### 6.01 BASE AND PREMIUM RATES

- a) Cabin Crew shall be paid the following base rates for each credit earned:

| Pay Level               | April 1, 2023 | April 1, 2024 | April 1, 2025 |
|-------------------------|---------------|---------------|---------------|
| <b>Escalation</b>       | N/A           | 2%            | 2.25%         |
| <b>Initial Training</b> | \$28.00       | \$28.00       | \$28.00       |
| <b>1</b>                | \$36.00       | \$36.72       | \$37.55       |
| <b>2</b>                | \$37.29       | \$38.04       | \$38.89       |
| <b>3</b>                | \$38.57       | \$39.34       | \$40.23       |
| <b>4</b>                | \$39.86       | \$40.66       | \$41.57       |
| <b>5</b>                | \$41.14       | \$41.96       | \$42.91       |
| <b>6</b>                | \$42.43       | \$43.28       | \$44.25       |
| <b>7</b>                | \$43.71       | \$44.58       | \$45.59       |
| <b>8</b>                | \$44.48       | \$45.37       | \$46.39       |
| <b>9</b>                | \$45.24       | \$46.14       | \$47.18       |
| <b>10</b>               | \$46.00       | \$46.92       | \$47.98       |
| <b>11</b>               | \$51.20       | \$52.22       | \$53.40       |
| <b>12</b>               | \$52.90       | \$53.96       | \$55.17       |
| <b>13</b>               | \$54.30       | \$55.39       | \$56.63       |

- b) Cabin Crew operating as Cabin Lead shall receive a premium of four dollars (\$4.00) for each credit earned.
- c) Where required by the Company, Cabin Crew having language proficiency other than English/French shall be paid a premium of two dollars (\$2.00) per credit.

- d) On the ATR, the Trainer will not be considered active crew for the purposes of conducting line check and may be listed as deadheading or as a passenger. Line check/line indoctrination will first be scheduled or assigned to take place on Flights the Trainer is scheduled to operate.
- e) Under normal circumstances, Trainers, Supervisors or above perform Line checks/line indoctrinations. When an authorized Cabin Crew Member performs a line check/line indoctrination, they will be paid seventy-five dollars (\$75) per day.
- f) Trainers shall earn six (6) Credits for each Day of classroom/ground instruction. Additionally, Cabin Safety Trainers with Line Check authority, and First Aid instructors, shall earn a premium of seventy-five dollars (\$75.00) per Day of classroom/ground instruction.
- g) Where two or more premiums apply to a Cabin Crew Member during a duty period, the Cabin Crew Member will be entitled to receive all applicable premiums.

## **6.02 PAY PROGRESSION**

Cabin Crew will commence in Level 1 after completing the in-class portion of Initial Training. Subsequent pay increments shall become effective on the anniversary date of their first Day of initial training, subject to anniversary date adjustments following leaves in accordance with Article 12.15.

Only Cabin Crew whose name appeared on the Seniority List as of February 17, 2021, shall be eligible to advance to Levels 11 through 13.

## **6.03 PREMIUMS OVER THE MINIMUM MONTHLY GUARANTEE**

The following will be credited in addition to the Minimum Monthly Guarantee (MMG):

- i) Article 7.04 Draft Pay
- ii) Article 7.05 Premium for Excess Duty

## **6.04 OVERTIME**

Overtime will be paid at a rate of one and a half (1½) times the applicable rate of pay for all credits earned (as per Article 7) in excess of the overtime threshold for that specific Month as per the chart in Article 22.04.12.

A Cabin Crew Member that works on a Vacation Day (including a Vacation Guaranteed Day) will be paid at a rate of one and a half (1½) times the applicable rate of pay for all credits earned on that Day.

Where a Cabin Crew Member is paid overtime pay, the applicable percentage of vacation pay on the overtime amount shall be calculated and added to the overtime pay.

## **6.05 INCENTIVE PROGRAM**

The Union agrees to participate in any value sharing and/or incentive program(s) that the Company offers.

## **6.06 PAY ADMINISTRATION**

### **6.06.01 DEDUCTIONS**

There shall be no deductions from wages unless authorized by the Cabin Crew Member, statute, court, arbitrator award or this Agreement. A list of deductions will be provided with each pay.

### **6.06.02 UNDERPAYMENTS**

Underpayments shall be paid on the first pay after discovery and verification, except for underpayments of more than one-hundred and fifty dollars (\$150.00), for which the Company shall provide a separate payment within five (5) Days after discovery and verification.

### **6.06.03 OVERPAYMENT**

Should an overpayment situation arise affecting a Cabin Crew Member the following will apply:

The Company will notify the Cabin Crew Member, in writing, no less than fourteen (14) days prior to commencing payroll deductions unless otherwise agreed by the Cabin Crew Member. In exceptional circumstances, the Company may agree to extend the repayment plan.

| <b>Overpayment</b> | <b>Payroll Deduction</b>   |
|--------------------|--|
| \$0 to \$100       | 1 deduction only   |
| \$101 to \$400     | Over 2 months (4 pay periods)  |
| \$401 to \$1000    | Over 4 months (8 pay periods)  |
| \$1001 to \$2500   | Over 6 months (12 pay periods)   |
| \$2501 or more     | Agreement to be negotiated with HR.<br>Barring exceptional circumstances, repayment should not exceed 12 months. |

Where the Cabin Crew Member is terminated or resigns, the balance of the overpayment will be deducted from their final pay.

#### **6.06.04 PAY DAYS**

- a) Cabin Crew will be paid twice per Month on the 10<sup>th</sup> and the 25<sup>th</sup>.
- b) On the 10<sup>th</sup> of each Month, the Company will pay half of the MMG earned the Month prior, plus all excess credits, earned overtime, premiums, and expenses from the previous Month.
- c) On the 25<sup>th</sup> of each Month, the Company will pay half of the MMG.

#### **6.07 PAY STATEMENT**

Pay statements for Cabin Crew will be available electronically. Should a Cabin Crew Member leave the Company, or commence a leave, for any reason they will retain access for fourteen (14) Days from the date of their final pay.

#### **6.08 PAY RECONCILIATION SHEET**

A pay reconciliation sheet will be provided monthly via email including to those on any leaves as per Article 12, listing all pay items from the previous Month and shall be distributed no later than 23:59 Local Time on the ninth (9<sup>th</sup>) of the Month.

#### **6.09 INSURANCE PAYMENTS**

- a) Pay advances shall be provided to a Cabin Crew Member who has filed a claim for Workers' Insurance.
- b) Overpayments shall be dealt with in accordance with Article 6.06.03.
- c) Payments resulting from STD/LTD claims are paid directly to the Cabin Crew Member by the insurer.
- d) Cabin Crew shall file sufficient medical documentation to support their claim for STD/LTD or Workers' Insurance.

#### **6.10 TRAVEL PRIVILEGES**

Cabin Crew shall be eligible for Company travel privileges in accordance with the Company's policy and regulations established and amended by the Company from time to time.

#### **6.11 RECIPROCAL JUMPSEAT UTILIZATION PROGRAM**

The Company shall reasonably support reciprocal Jumpseat agreements with other airlines in cooperation with the Union.

## **6.12 RETIREMENT**

Each Cabin Crew Member has the right to retire at their own discretion. When a Cabin Crew Member serves notice to the Company and the Union of their intention to retire such notice shall be accepted and further, they will be deemed to be retired as of the date indicated in their notice.

Cabin Crew are eligible for retiree travel privileges, in accordance with the Company's Staff Travel policy and regulations established and amended by the Company from time to time.

## **6.13 BENEFITS**

The Company agrees to maintain in force Group Insurance benefits (dental, life insurance [basic and optional], short-term disability and long-term disability, and accidental death and dismemberment) according to terms and conditions of the Canadian North Group Insurance Benefits Plan.

Insurance providers(s) or plan(s) may be changed at the discretion of the Company provided comparable benefits are maintained. The Company will consult the Union when amendments are made in the Company benefits as outlined herein or when there is a change of insurance provider. The Company shall provide notice to the Union thirty (30) days in advance of such change(s) and will provide information concerning changes and their effects upon the employees.

Additionally, if not covered by the public health plan or the Company Group Insurance Benefits Plan, the following shall be one hundred percent (100%) paid by the Company, upon submission of a receipt to the Company:

- i) An annual flu vaccination,
- ii) TB test once per calendar year,
- iii) Any vaccinations including but not limited to Hepatitis A and Hepatitis B or otherwise recommended by Health Canada or the World Health Organization (WHO), for destinations that Canadian North flies, and
- iv) When the Company requires a Cabin Crew Member to be inoculated, such inoculation shall be covered.

## **6.14 CABIN CREW GROUP REGISTERED RETIREMENT SAVINGS PLAN**

Cabin Crew shall be eligible to participate in the Canadian North Group RRSP on a purely voluntary basis. The Company shall not make contributions. Cabin Crew will identify the percentage they wish to have deducted on each pay. The Company will establish policies and rules concerning the Plan.

## 6.15 PENSION PLAN – MULTI-SECTOR PENSION PLAN

In this Article, the terms used shall have the meanings described:

1.
  - a) “Plan” means the Multi-Sector Pension Plan
  - b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
    - i) the straight time component of hours worked on a holiday; and
    - ii) holiday pay, for the hours not worked; and
    - iii) vacation pay; and
    - iv) sick pay paid directly by the Company (but not short-term indemnity payments paid by an insurer) which results in the Cabin Crew Member receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which a Cabin Crew Member is permitted to receive in cash despite not having been absent from the workplace; and
    - v) Cabin Lead Premium

All other payments, premiums, allowances and similar payments are excluded.

- c) “Eligible Cabin Crew Member” means all Cabin Crew Members in the bargaining unit who have completed six (6) months of employment with the Company.
2. Each Eligible Cabin Crew shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Company shall contribute on behalf of each Eligible Cabin Crew Member for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan for all current eligible Cabin Crew Members.
3. The Cabin Crew Member and Company contributions shall be remitted to the Plan by the Company within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Company shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Company 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 Company in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Cabin Crew Member by Article 4 of the agreement include:

To be Provided with each Remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- Company portion of arrears owing due to error, or late enrolment by the Company.

To be Provided Initially and as Status Changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

To be Provided Annually but no later than December 31

- current complete address listing for all Eligible Cabin Crew Members;
- period(s) of absence due to illness or disability, including workers' compensation (while Cabin Crew Member retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence.
- Months of service by Cabin Crew covered by the collective agreement who are not yet eligible Cabin Crew, in the month and cumulatively since their date of hire.

5. The Company agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time.

## **ARTICLE 7 – PAY CREDITS**

### **7.01 CREDITS**

For each duty period, Cabin Crew shall receive the following pay credits:

a) **FLIGHT**

The greater of:

- i) Blocked Flight Time as indicated for the Pairing, in the Cabin Crew Member's Block, with the following exceptions:
  1. In the case of a Shift Trade, the new Blocked Flight Time is guaranteed and not the ones appearing on the published Block.
  2. In the case of removal from Flight duty as per Article 22.13.01, the Blocked Flight Time is not guaranteed, or
- ii) Actual Flight Time, or
- iii) Four (4) credit minimum guarantee for each duty period worked, or
- iv) One (1) credit for each two (2) hours of duty.

b) **FERRY FLIGHT**

Where the duty period consists of only Ferry Flight(s) transporting no more than one (1) non-revenue passenger, the Cabin Crew Member shall be credited with the greater of the following:

- Four (4) credit minimum guarantee, or
- One (1) credit for each two (2) hours of duty.

Where the duty period consists of both operated Flight(s) and Ferry Flight(s) transporting no more than one (1) non-revenue passenger, the Cabin Crew Member shall be credited the greater of the following:

- The actual Flight Credits operated plus one half (1/2) the actual Flight time for the Ferry Flight(s)
- One (1) hour credit for each two (2) hours of duty; or
- Four (4) credit minimum guarantee.

Where the duty period includes a Ferry Flight transporting more than one (1) non-revenue passenger, the Cabin Crew Member shall be credited with the greater of the following:

- Blocked Flight Time as indicated for the Ferry Flight(s) in the Cabin Crew Member's Block, or for all Flights if the Ferry Flight is part of a Flight Pairing
- Actual Flight Time
- Four (4) credit minimum guarantee; or
- One (1) credit for each two (2) hours of duty.

c) **DEADHEADING**

Where the duty period consists of only Deadheading, the Cabin Crew Member shall be credited the greater of the following:

- Four (4) credit minimum guarantee, or
- One (1) credit for each two (2) hours of duty

Where the duty period consists of both operated Flights and Deadheading the Cabin Crew Member shall be credited the greater of the following:

- The actual Flight Credits operated plus one half (1/2) the actual hours spent Deadheading
- One (1) hour credit for each two (2) hours of duty; or
- Four (4) credit minimum guarantee.

d) **RESERVE DAY**

Cabin Crew will be credited four (4) credit hours when not called out. When a Cabin Crew Member is called out, they shall be paid according to the applicable assigned duty, but not less than four (4) credits.

e) **TRAINING/CABIN CREW MEETINGS**

- Four (4) credits per Day, or
- Half of duty period if training goes over 8 hours (in-class and/or virtual training) or in meetings, or
- Article 7.01 a) if the above is part of a duty period, whichever is greater.

f) **PUBLIC RELATIONS**

- Four (4) credits per Day

Public relations, as used in this Article, means those duties performed on a voluntary basis at the request of the Company.

g) **COMPANY REQUESTED MEETINGS**

When a Cabin Crew Member is required to attend meetings for investigations, discipline, grievance and arbitration hearings, Health and Safety Committee Meetings they will receive four (4) credits for each Day or, where released from a Flight, the Blocked Credits for the Flight.

h) **ADMINISTRATIVE DUTIES**

Notwithstanding Article 7.02, when a Cabin Crew Member is assigned administrative duties not covered above, they will be paid one (1) Credit for each two (2) hours worked. In cases where the work (including health and safety functions) must be performed onsite, they will receive no less than two (2) credits.

i) **PERSONAL - WELLNESS LEAVE**

As per Article 10.

j) **VACATION AND STATUTORY HOLIDAY**

Four point four (4.4) credits per Day.

k) **ACCOMMODATION**

Notwithstanding Article 7.02, when a Cabin Crew Member is assigned duties under an accommodation not covered above, they will be paid one (1) Credit for each two (2) hours worked.

**7.02 LAYOVER**

Layover period is considered to commence ten (10) hours after the duty period ends at a destination other than a Cabin Crew Member's home Base. A Cabin Crew Member shall receive one (1) credit for each complete consecutive twelve (12) hour layover period. The foregoing does not apply to YFB Cabin Crew between Rotations.

**7.03 MINIMUM MONTHLY GUARANTEE**

- a) Where a Cabin Crew Member is available for duty and/or including when on Company-paid leave (e.g.: Vacation, Inviolable Day, etc.), for a full Month, they shall receive at least the Minimum Monthly Guarantee. The Minimum Monthly Guarantee shall be eighty (80) credits, at the applicable rate of pay, inclusive of all pay credits.
- b) Where a Cabin Crew Member is not available for duty in a Month due to personal wellness Leave and Disability, Article 10 shall apply.
- c) Where a Cabin Crew Member is not available for duty in a Month due to an unpaid leave of absence their Minimum Monthly Guarantee and Day Off entitlement shall be prorated as per Article 22.04.12.

- d) Where a Cabin Crew Member is not available in a Month due to reasons other than as outlined in b) and c), above, their Minimum Monthly Guarantee shall be adjusted to reflect only the credits lost due to their unavailability.
- e) Overlap Flights from the previous Month will be credited to the Month in which the Flight/Flight Pairing commenced.

#### **7.04 DRAFT PAY**

Cabin Crew shall be paid two (2) times the applicable rate of pay for all pay credits when drafted on a Day Off as per Article 22.05.

#### **7.05 PREMIUM FOR EXCESS DUTY**

Cabin Crew on duty in excess of fourteen (14) hours will be paid a premium equivalent to one half (1/2) times their regular rate of pay for all credits earned in excess of fourteen (14) duty hours. This shall not include any deadhead time in excess of seventeen (17) hours of Duty. This premium shall not count towards overtime.

### **ARTICLE 8 – EXPENSE ALLOWANCES AND UNIFORMS**

#### **8.01 GENERAL**

Cabin Crew, when away from Base on Flight duty or when Deadheading under orders from the Company, or while on an authorized trip on Company business other than flying duties, shall be allowed reasonable and necessary expenses as detailed below.

#### **8.02 PER DIEM**

Time away from home Base (“TAFB” or “time away from Base”), shall be based on the time which a Cabin Crew Member is required to report for duty (check-in) at their home Base until their duty ends at their home Base (check-out).

Cabin Crew will be provided with a meal per diem at a rate of \$3.55 per hour for their time away from Base.

Commencing January 1, 2023, the rate shall increase by eight (8) cents January 1 of each Calendar Year for the duration of this Agreement.

When operating outside of Canada, the per diem shall be paid in US dollars.

The above allowances shall never be less than that which is offered to Pilots.

### **8.03 NORTHERN ALLOWANCE**

- a) Cabin Crew working northern rotation schedules shall be provided with room and board, at Company expense, comparable to that provided by the Company to other employees also working northern rotation schedules. Cabin Crew who resides in Company-provided housing are not entitled to receive Northern Allowance.
- b) Full time permanent Cabin Crew residing and working out of:
  - i) Yellowknife shall be entitled to a taxable northern allowance of eight hundred ninety-one dollars and sixty-six cents (\$891.66) per Month, representing ten thousand seven hundred (\$10,700.00) per year.
  - ii) Iqaluit shall be entitled to a taxable northern allowance of one thousand five hundred forty-one dollars and sixty-six cents (\$1,541.66) per Month representing eighteen thousand five hundred dollars (\$18,500) per year.
- c) Where a Cabin Crew Member on rotation has, with prior notification to Inflight Services, moved out of Company-provided housing and into other than Company housing, they shall receive an allowance of five hundred dollars (\$500.00) per Month.
- d) Such allowances in b) and c) above shall never be less than other Company employees.

### **8.04 SALES ON BOARD**

When the Company elects to operate a 'Buy on Board' program, eligible Cabin Crew shall qualify for commissions on sales. Specifically, Cabin Crew who were active at work and on payroll (e.g. excluding Cabin Crew on STD, LTD, Workers Compensation, or External Union Leave) for the month in which the commissions were earned, are eligible for commissions for the sale of Canadian North products and goods sold on Canadian North Flights and any code share Flights operated by Canadian North where Canadian North products and goods are sold exclusively. Bar sales are excluded from this program.

Commissions will only be paid in Months where the buy on board gross sales exceed six thousand dollars (\$6,000). The monthly commission shall be five percent (5%) and is calculated on the total monthly revenue, net of sales tax. The commission shall be divided in equal portions amongst all eligible Cabin Crew. Cabin Crew who are not active on payroll for the month in which commissions are earned are ineligible for such payment.

Operation and provisions of the 'Buy on Board' program are at Company discretion. While the program is in effect, in order to maximize the effects of the buy on board program, the parties agree to examine, on an annual basis, the results of the sales and make any necessary changes to optimize profitability. This does not prevent communications between parties, at any time, to enhance the program.

Cabin Crew will not be responsible to provide or carry their own float for the purposes of making change onboard.

## **8.05 TRANSPORTATION**

- a) Ground transportation from layover accommodation(s) to airport or from airport to layover accommodation(s) will be arranged and provided by the Company.
- b) The rate for Cabin Crew who are approved to use their own vehicle on Company business shall be as per the Company rate per kilometer in effect at time of travel. Such allowance shall never be less than other Company employees.
- c) Cabin Crew Trainers may request to drive themselves to training away from home Base. Where such requests are granted, the Trainer shall have the option of being provided with a rental car and reimbursement for fuel expenses or they may drive their own vehicle and claim mileage as per Article 8.05 b).
- d) At Cabin Crew Bases, the Company shall provide Cabin Crew:
  - i) With free parking which is adequately lit in accordance with the provisions set out in the Canada Occupational Health & Safety Regulations for minimum levels of lighting; and
  - ii) Transportation to and from the departure facility; and
  - iii) The Company shall make all reasonable efforts to provide free energized parking at all home Bases north of sixty (60) degrees latitude. The Company will make all reasonable efforts to maintain any existing services that are available to Cabin Crew.
  - iv) A Cabin Crew Member may elect to forfeit their parking privileges at their home Base. In those cases, where they have provided sufficient notice to the Company to permit cancellation of their parking pass without further expense, the Cabin Crew Member may park at another airport and the Company shall pay up to the cost of the parking at their home Base airport. The Cabin Crew Member shall be required to provide receipts.

For the purposes of YFB Cabin Crew, that do not reside in Iqaluit, they will be provided with parking in Ottawa.

- v) If for any reason the Union brings Health & Safety issues to the Company's attention concerning parking or transportation, the Company will collaborate with the Union to ensure that Cabin Crew are provided with a safe alternative until a resolution is in place.
- e) At the end of the duty period Cabin Crew 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 beyond sixty (60) minutes after their duty period ends. Once the wait goes beyond a reasonable time:
  - i) In the case of transportation, Cabin Crew may take a taxi. Where possible the Company will arrange for the hotel to pay the fare and bill it directly to Canadian North. Where arrangements cannot be made, Cabin Crew shall pay the taxi and submit the receipt to Canadian North for payment.
- f) The Company will reimburse airport improvement fees, when Cabin Crew are required to pay while traveling on Company business, provided that receipts and an expense claim are submitted.
- g) All reasonable costs associated with required Company travel expenses including but not limited to checked baggage fees will be borne by the Company. For clarity, the Company will agree to pay, or reimburse, for one (1) checked bag which may or may not be included in the airfare ticket cost.
- h) The Company agrees to book directly with the vendor when booking hotel accommodations and transportation. This shall not prevent situations where a charter customer assumes the responsibility as part of the charter contract.

## **8.06 TRAVELING AND MOVING EXPENSES**

- a) Cabin Crew who are requested to move by the Company shall have all such moves paid for by the Company. This includes moves to avoid permanent layoff.

- i) Time Off

A Cabin Crew Member shall be allowed a reasonable period (not to exceed ten (10) calendar Days) between the time they are relieved of their duties and the time they are required to report at the new location. These moving Days will be scheduled at a mutually agreed upon time. The Company shall pay the Cabin Crew for all scheduled credits missed during the time off. The Cabin Crew Member may

request to delay moving Days to a later date and must do so prior to reporting to the new location. In all cases, moves are to be completed no later than six (6) Months after their start at the new location. When the Cabin Crew Member's moving Days are delayed the remaining provisions herein are unchanged.

ii) Transportation

For moves paid by the Company, the Cabin Crew Member, their spouse, and dependent children will be allowed free, confirmed passes to the new location plus one (1) space available pass for the Cabin Crew Member and their spouse to conduct a house-hunting trip.

iii) Living Expenses

For moves paid by the Company, reasonable living expenses to a maximum of two thousand dollars (\$2,000.00) for the Cabin Crew Member at the new location will be allowed. Receipts are required.

iv) Personal Effects

Where the Company is paying for a move, the Company shall only pay for a maximum weight of personal effects of ten thousand (10,000) pounds and shall reserve the right to determine the method of transportation, plus fifteen hundred (1,500) pounds per dependent to a family maximum of fifteen thousand (15,000) pounds.

b) Cabin Crew who move at their own request shall pay for all such moves.

i) Time Off

Cabin Crew Members shall be allowed a reasonable period (not to exceed ten (10) calendar Days) between the time they are relieved of their duties and the time they are required to report at the new location. These moving Days will be scheduled at a mutually agreed upon time. The Cabin Crew Member may request to delay moving Days to a later date and must do so prior to reporting to the new location. In all cases, moves are to be completed no later than six (6) Months after their start at the new location.

c) Cabin Crew on northern rotation shall not be deemed to have moved.

## **8.07 UNIFORMS**

a) Uniforms will be worn and maintained according to standards prescribed by the Company. The Company will consult with the Union no less than thirty (30) days prior to implementing any changes in the dress code.

b) The Company shall provide and assume one hundred percent (100%) of the cost of the initial basic uniform outlined in c).

c) **UNIFORM CHART**

i)

| Female |  | Male |               | Deemed Life (Years) |
|--------|--|------|---------------|---------------------|
| 2      | Blazers                                  | 2    | Blazers       | 4                   |
| 3      | Skirts/Pants/Dresses                     | 3    | Pants         | 2                   |
| 5      | Blouses*                                 | 5    | Shirts*       | 1                   |
| 2      | Cardigans                                | 2    | Cardigans     | 2                   |
| 1      | Vest                                     | 1    | Vest          | 2                   |
| 2      | Scarves/Jabots                           | 2    | Neck Ties     | 2                   |
| 1      | Belt<br>(option for pant or dress style) | 1    | Belt          | 2                   |
| 1      | Winter Scarf                             | 1    | Winter Scarf  | 2                   |
| 1      | Overcoat                                 | 1    | Overcoat      | 3                   |
| 1      | Apron                                    | 1    | Apron         | 1                   |
| 2      | Insignia Pins                            | 2    | Insignia Pins | 5                   |
| 1      | Toque                                    | 1    | Toque         | 2                   |

\* Will be available in both short or long sleeve

ii)

| Female |             | Male |             | Deemed Life (Years) |
|--------|-------------|------|-------------|---------------------|
| 1      | Parka       | 1    | Parka       | 5                   |
| 1      | Snow Pants* | 1    | Snow Pants* | 5*                  |

\*In recognition of the operating environment north of fifty-five (55) degrees north latitude, Cabin Crew Members based in YZF or YFB shall be provided Snow Pants upon request.

iii)

| Item |                    | Deemed Life (Years) |
|------|--------------------|---------------------|
| 1    | Overnight Luggage  | 3                   |
| 1    | Satchel/Flight Bag | 3                   |
| -    | Lunch Bag *        | N/A                 |

\*Cabin Crew may elect to purchase a Lunch Bag through the Company's uniform supplier using their uniform allotment points.

**Note:**

For Cabin Crew Members requiring a maternity uniform, the Company shall provide Cabin Crew with either maternity uniform pieces or larger size uniform pieces upon request and one hundred percent (100%) paid by the Company as follows: 1 pair of pants; 1 dress; 1 loaned/exchangeable parka and/or overcoat

as needed by the Cabin Crew Member. Cabin Crew will also be provided with three (3) blouses, which the Cabin Crew Member may keep.

d) In cases where specific uniform pieces no longer fit due to weight loss/gain, a Cabin Crew Member shall contact their Supervisor to discuss solutions which include replacement pieces, alterations, or loaner items.

e) **UNIFORM POINTS**

i. Uniform points will be inserted into the Inflight Service Manual and will include the following:

- i) List of Point Eligible Uniform Pieces
- ii) Total Annual Points
- iii) Total Monthly Points
- iv) Monthly Allowance Per Uniform Pieces

Changes to the Uniform Points Chart must be validated by CUPE before being implemented.

ii. For the purposes of replacing the initial uniform and/or for purchasing extra pieces, the Company shall allocate uniform points on the first (1<sup>st</sup>) of each Month to Cabin Crew. Uniform points shall be calculated based on the cost, quantity, and deemed life per piece of the items outlined in Article 8.07 c) i) and the Uniform Points Chart in the Inflight Service Manual. The points values will be updated when the cost of any piece changes. Uniform items in Article 8.07 c) ii) and iii) do not have a point value and will be issued when requested upon expiry of their deemed life.

iii. Points have no cash value.

f) The uniform points balance will be available upon request. Points accumulated have no expiry and will continue to accrue except when the Cabin Crew Member has been on a leave or layoff in excess of six (6) months. In this case, accumulated points will be maintained, but not accrued during the absence in excess of six (6) months. Upon return, point accrual will resume and the deemed life of uniform items in Article 8.07 c) ii) and iii) will be extended by the time off in excess of six (6) months.

g) If any uniform item is damaged as a result of normal usage (beyond normal wear) while on duty, the Company shall replace or repair the item at the cost to the Company.

h) When the Company decides to change any components of the Uniform, it shall be provided one hundred percent (100%) cost to the Company.

i) Where a Cabin Crew Member's employment is terminated for any reason, they shall return all corporate identification. Where the Cabin Crew Member has

received uniform items paid one hundred percent (100%) by the Company, including items received in exchange for Company-provided uniform points, all pieces must be returned to the Company. The full depreciated value of any uniform items not returned to the Company shall be deducted from the Cabin Crew Member's final pay.

Any uniform pieces that have exceeded their deemed life they will not be required to be returned.

- j) Every effort will be made by the Company to ensure that the initial fittings for new uniforms will be done either during initial training or at home Base. If the Cabin Crew Member must be away from home Base for their fitting, this will be done on a working Day with no loss of pay to the Cabin Crew Member.
- k) All Company-provided uniform pieces, except for loaned/exchangeable parkas and overcoats, will be brand new. Cabin Crew Members have the option of purchasing any used pieces that may be in stock at a depreciated value.
- l) The CUPE Union pin may be worn on the uniform.
- m) The Company shall provide all Cabin Crew with a flashlight. Batteries are to be replaced on exchange.
- n) The Company will assume the reasonable cost of all alterations for all new uniform pieces.
- o) When required, loaner parkas or Snow Pants shall be provided.

#### **8.08 UNIFORM COMMITTEE**

Two (2) CUPE Uniform representatives shall sit on the Company Uniform Committee and shall be granted Flight releases as per Article 27.02 and shall be provided with transportation as per Article 27.08.

#### **8.09 LOST/THEFT LUGGAGE**

In the event of a temporary loss of a Cabin Crew Member's luggage while away from their home Base, the Company will reimburse reasonable expenses up to one-hundred (\$100) dollars upon submission of receipts.

Where a Cabin Crew Member has lost or damaged their Company issued luggage or satchel/flight bag while operating or deadheading, the Company shall replace such items, unless caused by the Cabin Crew Member's negligence.

## **8.10 ALLOWANCES**

- a) The Company shall provide all Cabin Crew with a cell phone allowance of twenty dollars (\$20.00) per Month.
- b) Cabin Crew will be entitled to a one-hundred dollars (\$100.00) footwear allowance per year to be paid upon hire and the first pay in January of every year during the life of this agreement, to supplement the purchase of slip-resistant footwear.
- c) The Company will provide each Cabin Crew Member with a monthly allowance of sixty dollars (\$60.00) for expenses incurred in the maintenance and cleaning of uniform pieces, subject to the Cabin Crew Member receiving pay in that Month.

## **8.11 COMPANY PROVIDED MEALS**

Where it is identified that the Company or the customer is the only reasonable source of meals, meals will be provided.

## **ARTICLE 9 – VACATION ENTITLEMENT AND STATUTORY HOLIDAYS**

### **9.01 VACATION YEAR**

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

### **9.02 VACATION ENTITLEMENT**

- a) Cabin Crew shall be entitled to vacation periods as follows:

|                 |         |
|-----------------|---------|
| 0-2 years:      | 10 Days |
| 3 to 9 years:   | 15 Days |
| 10 to 19 years: | 20 Days |
| 20 years plus:  | 25 Days |

- b) Cabin Crew who do not work a full Vacation Year will have their vacation entitlement prorated for that year.

- c) The proration formula is as follows:

Number (#) of Days on payroll divided by (/) three hundred and sixty-five (365) times (x) the yearly allotment in Article 9.02 a).

### **9.03 STATUTORY HOLIDAYS**

- a) For the purposes of vacation bidding, Statutory Holidays, shall be added to each Cabin Crew Member's vacation entitlement.
- b) Statutory Holidays shall be paid as per Article 7.01 j).
- c) The following ten (10) days are recognized by Canadian North as Statutory Holidays:
  - New Year's Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Labour Day
  - National Day for Truth and Reconciliation
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
- d) Should the General Holiday (statutory holiday) provisions of the Canada Labour Code change, the number and list above shall be amended accordingly.
- e) While Statutory Holidays are credited at the commencement of the calendar year, they must be earned by the Cabin Crew Member throughout the calendar year. In cases where a Cabin Crew Member is not active on the payroll at the time of the Statutory Holiday, their allotment shall be reduced in accordance with Article 9.15.

#### **9.04 VACATION PAY**

During vacation, Cabin Crew shall be paid as per Article 7.01 j).

#### **9.05 ANNUAL VACATION**

Each Cabin Crew Member will "earn and burn" the vacation in the same year.

#### **9.06 VACATION CARRY-OVER**

Vacation and Statutory Holidays must be taken in the year it was earned except that a Cabin Crew Member may carry over up to five (5) days of vacation to the following year. Statutory Holidays cannot be carried over. Cabin Crew Members must request to carry over their vacation when submitting their vacation bid.

Should a Cabin Crew Member wish to carry over days to the following year they must notify crew planning prior to September 15<sup>th</sup>. This Vacation will be bid through the normal bidding process the following year.

If a Cabin Crew Member has designated vacation days to be carried over, they may revise their request and instead reassign vacation to any open vacation slot in the current year, as seniority allows. This reassignment can be made any time prior to September 15<sup>th</sup>.

#### **9.07 VACATION ASSIGNMENT FOLLOWING LEAVES**

Cabin Crew returning from STD, LTD and LOA who had vacation that was scheduled within the period of the leave, their affected vacation Day(s) will be rescheduled to:

- i) to an open vacation slot; or
- ii) be scheduled to immediately follow the Leave; or
- iii) be carried over into the next calendar year subject to the maximum carry-over allowance as per Article 9.06.

In the absence of the Crew Member making such request, and following two (2) failed attempts from the Company trying to contact the affected Cabin Crew Member, after their return to work, the Company will then reschedule to the next available open vacation slot.

#### **9.08 VACATION SLOT ALLOTMENT**

The Company agrees to make available a minimum of three (3) slots per week in Edmonton, two (2) slots per week in each of Calgary and Ottawa, and one (1) slot per week in each of Iqaluit and Yellowknife in each month of the year towards Cabin Crew vacation.

Should the Cabin Crew compliment at a Base change by 25% from the complement at the time of ratification of this agreement, the Company and the Union agree to meet to review the above minimums.

There shall be no blackout periods. Vacation shall be available every day of the year.

#### **9.09 BID AWARD PROCEDURES**

- a) Cabin Crew shall bid for vacation and vacation shall be awarded in order of CUPE seniority, by Base. Bidding will be broken down into two (2) rounds as follows:
  - i) Vacation Days allotted in Article 9.02; then
  - ii) Statutory Holidays allotted in Article 9.03

- b) There shall be no restriction on the number of consecutive vacation slots bid. No Cabin Crew Member will be required to take a period of less than five (5) Days, unless they have less than five (5) days remaining.
- c) The initial vacation bids shall not be restricted by required Company training dates.
- d) The Union will receive the vacation bid package for the following year no later than fifteen (15) Days prior to the commencement of the bidding processes indicating the vacation periods available and any other relevant information. If requested, the Company agrees to meet with the Union and Blocking Committee Representatives to discuss any issues or discrepancies.
- e) The bidding process will begin no later than September 30<sup>th</sup>. At least five (5) Days prior, Cabin Crew Members will receive a notification stating their bid time slots for the vacation bidding process. This list will be in order of seniority. Each Cabin Crew Member may bid during their assigned time slot or place a standing vacation bid prior to such slot.
- f) Cabin Crew time slots will be not less than three (3) hours commencing from 06:00 Local Time and ending no later than 23:59 local time.
- g) For Cabin Crew who are unable to submit a bid, they may elect to have their CUPE Blocking Committee Representative submit their bid by proxy.
- h) A Cabin Crew Member who fails to submit their preference either directly or by proxy during their assigned bidding slot(s) shall be awarded vacation as available at the time their bid is received. For clarification, should they miss their time slot, they will be able to bid anytime from when their bid slot opens to when the bidding closes.
- i) Bidding will close twenty-four (24) hours following the expiration time of the last bidding slot at the applicable base. After bidding closes, any outstanding vacation slots will be assigned to members who have failed to submit their bid preference. Bidding at all Bases will close no later than October 31<sup>st</sup>.
- j) Vacation awards will be posted no later than November 14<sup>th</sup> of each year.
- k) A Cabin Crew Member who, by virtue of their Company service date, is entitled to more vacation than is allotted in this Agreement, shall bid the excess vacation Days in round one (1) of the bidding process.

#### **9.10 VACATION GUARANTEED DAY**

A Cabin Crew Member is entitled to VGDs (Vacation Guaranteed Days) as follows:

- a) Four (4) or less vacation Days = two (2) VGDs
- b) Five (5) vacation Days = four (4) VGDs
- c) Six (6) to seven (7) vacation Days = five (5) VGDs
- d) Eight (8) or more vacation Days = six (6) VGDs

No more than three (3) VGDs may be attached to one (1) side of a vacation period.

If VGDs are desired, Cabin Crew must identify the requested days in their monthly bid.

Note: VGDs will not be identified by YFB Based Cabin Crew. Instead, they will be assigned by Crew Planning in such a way that they minimize the impact to the Rotations of the other Cabin Crew operating in Iqaluit during that rotation.

#### **9.11 VACATION TRADES**

A Cabin Crew Member may trade their awarded vacation slot with another Cabin Crew Member. The trade shall be submitted to the Company for approval. Such request shall not be unreasonably denied.

Requests for Vacation Trades must be submitted prior to the distribution of bid package for the affected Month.

#### **9.12 VACATION TRADES WITH OPEN VACATION SLOTS**

Cabin Crew may trade their awarded vacation slots with any open vacation slots as follows:

A list of all open vacation slots for the remainder of the year will be distributed by email by 23:59 Local Time on the 24<sup>th</sup> of the Month.

Requests to trade vacation slots shall be submitted by the first (1<sup>st</sup>) of every Month.

All vacation trades will be awarded, based on seniority, by the fourth (4<sup>th</sup>).

Should the above process result in open vacation slots for the following Month, those open vacation slots only shall be communicated via e-mail to Cabin Crew by 23:59 Local Time on the fifth (5<sup>th</sup>) of the Month and related bids must be submitted no later than the tenth (10<sup>th</sup>) for award on the eleventh (11<sup>th</sup>).

### **9.13 BASE TRANSFER**

If a Cabin Crew Member transfers bases for any reason the Company will make every effort to maintain their Vacation, however if the Company is unable to do so the Cabin Crew Member will:

- a) carry their vacation to the new Base if that vacation slot is open; and/or
- b) choose to bid on open vacation at their new Base; and/or
- c) utilize Article 9.06 Vacation Carry-Over.

### **9.14 CANCELLATION**

- a) Where a Cabin Crew Member has been given a minimum of two (2) weeks' notice, the Company may alter their vacation in order to satisfy operational requirements. The Company will offer the vacation alteration in order of seniority among those Cabin Crew on vacation during the period of cancellation, until operational requirements are met.
- b) Where a Cabin Crew Member's vacation period has been altered, it shall be rescheduled at a mutually agreeable time, inclusive of carrying it over to the following year, regardless of the annual maximum carry over limit.
- c) Where a Cabin Crew Member has notified the Company of the potential cost prior to an alteration and the Company has cancelled their vacation, the Company shall reimburse the Cabin Crew Member for all non-refundable costs incurred on behalf of the Cabin Crew Member and their dependents. Receipts shall be required.

### **9.15 VACATION AND STATUTORY HOLIDAY RECONCILIATION**

At the end of each Year, vacation and Statutory Holidays taken will be reconciled with the earned allocation. In cases where a Cabin Crew Member has taken more days than were earned, the following options are available:

- a) They shall be entitled to bid Open Flying as per Article 22.08.01 c) during the year up to February 15<sup>th</sup> of the following year and these Days may be used to make up the unearned Vacation Days. Cabin Crew will advise Inflight Services, in writing, when they wish to have an awarded "Open Flight" credited to their Days owing to Vacation allotment.
- b) They may cancel awarded vacation. They will be required to identify which Days for the following year they wish to cancel. If multiple Days are owing, they must be cancelled from a single slot and those will be converted to Open Vacation Slots.

- c) Cabin Crew may request that the Company recover an amount equivalent to the pay for the unearned vacation that was taken as an Overpayment as outlined in Article 6.06.03. Cabin Crew electing to utilize this option must advise the Company by 23:59 Local Time on February 15<sup>th</sup>.

Should a Cabin Crew Member fail to notify of their selection by 23:59 Local Time on February 15<sup>th</sup>, the Company shall cancel awarded vacation and will determine the Vacation Day(s) to cancel. The Cabin Crew Member will receive notification by email.

Should a Cabin Crew Member's employment terminate, the Company shall recover the amount equivalent to unearned Vacation Leave or Statutory Holidays taken. This amount shall be deducted from any monies owed to the Cabin Crew Member.

## **ARTICLE 10 – PERSONAL WELLNESS LEAVE AND DISABILITY**

### **10.01 DEFINITION**

- a) Personal wellness leave means a period of one (1) or more days during which a Cabin Crew Member was scheduled to work or was on Reserve and was unable to report due to reasons related to personal wellness. Reasons related to personal wellness include:
- Personal illness or injury
  - Unfit to Fly (as per Article 10.01 b))
  - Personal and/or family responsibilities
  - Attending any personal, medical, or dental appointments
  - Carrying out responsibilities related to the health or care of any of the employee's family members
  - Carrying out responsibilities related to the education of any of the employee's family members who are under 18 years of age
  - Attending their citizenship ceremony under the Citizenship Act;
  - Addressing any urgent matter concerning themselves or their family members; and
  - Other reasons as outlined in Personal Leave provisions of the Canada Labour Code.
- b) Unfit to Fly means when a Cabin Crew Member is unable to perform their duties because of any health and fitness circumstance relating but not limited to: Physiological, Cognitive, Psychological and/or Psychiatric conditions.

## **10.02 PERSONAL WELLNESS BANK ALLOTMENT**

- a) A Cabin Crew Member shall receive an annual allotment of fifteen (15) days of personal wellness leave per calendar year, subject to the provisions of Article 10.02.
- b) Personal wellness leave banks shall be cleared annually each December 31<sup>st</sup>.
- c) If a Cabin Crew Member has sufficient personal wellness days that remain in their bank at the end of a calendar year, they will carry over up to three (3) unused personal wellness days into the following calendar year. A Cabin Crew Member may not have more than eighteen (18) days of personal wellness leave in their bank at any time.
- d) Where a Cabin Crew Member commences service after the beginning of the calendar year, following one (1) month of continuous employment, they will receive personal wellness leave credits in an amount of one point two five (1.25) day(s) for each of the number of full Months remaining in the calendar year. This number will be rounded up to the next whole calendar day.
- e) In a Month in which a Cabin Crew Member does not receive pay, the Cabin Crew Member's personal wellness bank shall be reduced by one (1) day.

## **10.03 BLOCKHOLDER - SUFFICIENT PERSONAL WELLNESS BANK**

- a) Provided the Cabin Crew Member has sufficient accumulated personal wellness leave days, a Cabin Crew Member who is unable to attend work due to personal wellness leave reasons will be credited with the number of credits scheduled to be operated including Reserve Day credits.
- b) Accrued personal wellness leave days will be reduced when a Cabin Crew Member is absent due to reasons of personal wellness until such time as the days are exhausted or disability insurance benefits commence (not sooner than seven (7) consecutive days commencing with the first day sick).
- c) When Cabin Crew are off for reasons of personal wellness for any period, their non-working day(s) (e.g.: Days Off, Vacation Guaranteed Days, Inviolate Days, No Duty Given Days and Black Days) shall not be counted for the purpose of reducing their accumulated personal wellness leave entitlement.

- d) When a Cabin Crew Member books off due to reasons of personal wellness during a duty period worked, they shall not be deducted any personal wellness days. Any travel to their home Base shall not be considered a personal wellness day and they shall be paid as per Article 7.01.
- e) If a Cabin Crew Member is away from home Base and books off work due to illness or injury and is unable to return to their home Base, including beyond the original end day of the pairing, the Company will provide ongoing accommodation and the associated per diems until such time as the Cabin Crew Member is able to return to home Base. Only scheduled days during and beyond the end of their scheduled pairing will be deducted from their personal wellness bank.

#### **10.04 BLOCKHOLDER - INSUFFICIENT PERSONAL WELLNESS BANK**

Where a Cabin Crew Member has insufficient personal wellness bank to cover any additional required personal wellness day(s), and does not operate to their Minimum Monthly Guarantee, their MMG shall be reduced by the actual Blocked credits for the Day(s).

#### **10.05 MAKE-UP OF PERSONAL WELLNESS DAYS**

Where Cabin Crew have had Days deducted from their personal wellness leave bank, they shall be entitled to bid Open Flying as per Article 22.08 during the calendar year following the book off and these days may be used to make up the personal wellness leave days deducted from their personal wellness bank.

Cabin Crew will advise Inflight Services, in writing, when they wish to have an awarded "Open Flight" credited to their personal wellness leave bank.

#### **10.06 MEDICAL DOCUMENTATION**

Medical documentation may be required for any period of illness or injury, however, for any absence of less than four (4) consecutive days such request will not be made unreasonably. Such requests may be made for reasons such as pattern absenteeism or suspected abuse. The use of a personal wellness day that results in operational disruption shall not constitute sufficient reason to request a sick note, except as noted herein. When Medical Documentation is required as noted above, or for the filing or continuation of disability paperwork, the Company will reimburse the cost of such upon submission of receipt(s) up to a maximum of one hundred and fifty dollars (\$150.00) per calendar year.

## **10.07 NOTIFICATION**

A Cabin Crew Member shall advise Crew Scheduling of their need to use personal wellness leave with as much notice as possible.

## **10.08 PERSONAL WELLNESS LEAVE BANK RECORD**

A record of personal wellness days taken and the number of days remaining in each bank shall be recorded on each Cabin Crew Member's Monthly pay sheet.

## **10.09 DISABILITY AND WORKERS' INSURANCE**

When making a claim under the Company disability program(s) or worker's insurance, the Cabin Crew Member shall file sufficient medical documentation, in a timely manner, to support their claim.

Where an absence due to personal illness or injury is in excess of seven (7) Days, and eligible Cabin Crew file sufficient medical documentation in a timely manner, they may initiate a claim under the Company's short-term disability program. If the Cabin Crew Member applies for such benefit, the final decision rests with the Company's benefit provider.

Once this above claim reaches the maximum period covered by the short-term disability program, and the Cabin Crew Member remains off work due to total disability, the Cabin Crew Member may apply for and transition to Long-Term Disability without an additional qualifying period through the Company's benefit provider. Once again, the final decision of insurance coverage rests with the Company's benefit provider.

## **10.10 RETURN FROM DISABILITY AND WORKERS' INSURANCE - MODIFIED WORK**

- a) Both the Company and the Union are committed to returning a Cabin Crew Member to work through modified duties and/or modified schedule, when:
  - i) the Cabin Crew Member provides a medical report which confirms that they are unable to fulfill the duties and/or regular schedule required of Cabin Crew, and;
  - ii) the Cabin Crew Member receives medical clearance that they are able to perform the required duties of the modified work and/or modified schedule as provided by the Company.
- b) In the event that the ill or injured worker is placed in a non-Union or non-flying position, they will continue to be a member in good standing of CUPE, in accordance with Article 10.10 c).

- c) A Cabin Crew Member collecting worker's insurance benefits will not be required to pay CUPE Union dues while performing modified duties outside the bargaining unit.
- d) In situations where the Cabin Crew Member's own physician and the Company physician have differing opinions on the Cabin Crew Member's ability to return to work, the Company shall invoke the medical review procedures as per Article 11.

## **ARTICLE 11 – MEDICAL REVIEW PROCEDURES**

### **11.01 INITIATION**

Where the Company Physician makes a declaration regarding the fitness for Flight duty of any Cabin Crew Member that is contrary to the position of the Cabin Crew Member's personal physician, the Cabin Crew Member may initiate the medical review procedure, as set forth in Article 11.02 within seven (7) Days of receipt of this declaration by so notifying Inflight Services in writing.

### **11.02 THIRD PARTY EXAMINATION**

Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the Cabin Crew Member may request that a mutually agreed upon disinterested qualified medical specialist be appointed to undertake a further examination. The medical specialist shall conduct their examination and shall furnish a written report of their decision of the Cabin Crew Member's fitness to fly (without medical detail) with the prognosis of return to both the Company and the Cabin Crew Member.

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

### **11.03 EXPENSES**

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

### **11.04 FIT DECLARATION**

Where a Cabin Crew Member originally declared unfit for Flight duty by the Company's Physician is declared fit for Flight duty under Article 11.02 above, the following shall apply:

- a) Reinstatement: They shall be reinstated to their former position and status with full seniority and service credit.

- b) Compensation: The affected Cabin Crew Member shall receive retroactive compensation based on the net amount they would have earned had they operated from the time the qualified medical specialist declared them fit for Flight duty, less any net amount paid to them under any Company or Government income protection program until their full return to an active-duty schedule.

#### **11.05 UNFIT DECLARATION**

Where a Cabin Crew Member originally declared unfit for Flight duty by the Company's Physician is declared unfit for duty under Article 11.02 above, they shall be treated as having been unfit for duty since the initial declaration and shall continue to be considered unfit until such time as the qualified medical specialist declares the Cabin Crew Member fit for Flight duty.

#### **11.06 RETURN TO DUTY**

Where the qualified medical specialist makes the determination as contemplated in Article 11.04 above, that the Cabin Crew Member is fit for Flight duty, they must report for duty within seven (7) Days.

#### **11.07 COMPANY PHYSICIAN**

- a) The Company shall have a Company Physician(s). Where the Company requires a Cabin Crew Member to see a Company Physician at another Base, the Company shall bear the cost of seeing the Company Physician at another Base.
- b) Cabin Crew shall have the right to see a male or female physician. The Company agrees to inform the Cabin Crew Member of this right. The Cabin Crew Member must notify the Company if they wish to see a particular gender of physician upon being notified of the request to see the Company Physician.

### **ARTICLE 12 – LEAVES OF ABSENCE**

#### **12.01 SENIORITY**

- a) Seniority with respect to pay increments, vacation service credits, CUPE seniority, Statutory Holidays, and personal wellness leave credits will be given in accordance with Article 12.15 A) while a Cabin Crew Member is on a leave of absence.
- b) Benefits while on a leave of absence will be given as per Article 12.15 B).

## 12.02 BEREAVEMENT LEAVE

- a) The purpose of bereavement leave is to provide paid time off for Cabin Crew Members who have a death in the immediate family. Canadian North recognizes that personal adjustment is necessary in this event. The definition of an immediate family member for this purpose is:
- i) Spouse (including common-law) of Cabin Crew Member
  - ii) Child (including fostered and ward children) of Cabin Crew Member or spouse
  - iii) Parent(s)/Former Legal Guardian(s)/Step Parent(s) of the Cabin Crew Member or spouse
  - iv) Siblings (including step-siblings) of the Cabin Crew Member or spouse
  - v) Grandchild of the Cabin Crew Member or spouse
  - vi) Grandparent(s) of the Cabin Crew Member or spouse
- b) Leave entitlement when a spouse or child dies, shall be a bereavement period of seven (7) consecutive calendar days. For all other immediate family the Cabin Crew Member shall be entitled to a bereavement period of five (5) consecutive calendar days. In both cases the Cabin Crew Member shall be paid for those days that were scheduled to be worked.
- c) Leave entitlement when any relative of the Cabin Crew Member or spouse who resides permanently with the Cabin Crew Member or with whom the Cabin Crew Member permanently resides dies, the Cabin Crew Member shall be entitled to five (5) consecutive calendar days away from work commencing from the date of the death. The Cabin Crew Member shall be paid for those days that were scheduled to be worked.
- d) In the event of being notified of the death, as in a) and c) above, the Company will ensure a Cabin Crew Member on duty will be returned to their home Base, or an alternate cost neutral destination, and bereavement leave shall commence.
- e) Bereavement leave as in b) and c) shall be consecutive calendar days away from work commencing from the date of death or advice of death, but may be moved to a time which shall include the funeral/service date. Where the Cabin Crew Member requests, bereavement leave may be taken in one (1) or two (2) periods. The request for bereavement leave(s) or part thereof, to be taken at a later date must be submitted for approval as soon as practicable. During such period(s), the Cabin Crew Member shall be paid for those days that were scheduled to be worked. In cases where a second leave period falls into a future scheduling period, Cabin Crew Members may be subject to reassignment as per Article 22.09 on the scheduled days outside of the bereavement leave.

- f) In the event of the death of an extended family member, as below, the Cabin Crew Member shall be granted a one (1) day paid leave to attend the funeral or service.
  - i) Aunt or uncle of the Cabin Crew Member
  - ii) Cousin of the Cabin Crew Member
  - iii) Brother-in-law or sister-in law of the Cabin Crew Member
  - iv) Niece or nephew of the Cabin Crew Member
- g) In extraordinary circumstances, such as lengthy travel time, time off with pay in excess of that specified in b), c), or e) may be granted with approval of the department supervisor.
- h) When possible, a Cabin Crew Member will be allowed to take vacation or time off without pay to further facilitate attendance at the funeral/service or comforting of family members.
- i) In cases where a death occurs during a Cabin Crew Member's vacation, the Cabin Crew Member will be considered on bereavement leave for the entitlement period as in b), c), or e). At the Cabin Crew Member's request, the affected vacation Day(s) will be rescheduled to:
  - i) to an open vacation slot; or
  - ii) be scheduled to immediately follow the originally scheduled vacation period; or
  - iii) be carried over into the next calendar year subject to the maximum carry-over allowance as per Article 9.06.

In the absence of the Crew Member making such request, and following two (2) failed attempts from the Company trying to contact the affected Cabin Crew Member, after their return to work, the Company will then reschedule to the next available open vacation slot.
- j) The Cabin Crew Member may request to their immediate supervisor, bereavement leave for individuals other than those listed above. Time off for such leave would be without pay.
- k) Upon written request, bereavement leave may be extended, without pay, should circumstances warrant.

### **12.03 COMPASSIONATE LEAVE**

#### **COMPASSIONATE CARE LEAVE**

Compassionate Care Leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto.

The purpose of Compassionate Care Leave is to provide care or support to a family member who is critically ill or injured or needing end-of-life care. Cabin Crew Members who submit a written request for a Compassionate Care Leave may be granted such leave, without pay, subject to being eligible for such leave. The request must be accompanied by a certificate from a qualified medical practitioner.

Cabin Crew Members are entitled to Compassionate Care Leave as follows:

- i) Up to twenty-eight (28) weeks to provide care and support to a gravely ill family member who requires end of life care
- ii) Up to thirty-seven (37) weeks to provide care and support for a critically ill or injured person under eighteen (18) years of age
- iii) Up to seventeen (17) weeks to provide care and support for a critically ill or injured person over eighteen (18) years of age

Cabin Crew are eligible for Compassionate Care Leave during the fifty-two (52) weeks following the date the person is certified by a medical doctor or nurse practitioner to be critically ill or injured or in need of end-of-life care. Cabin Crew can take the weeks of Compassionate Care Leave within this timeframe either all at once or in separate periods.

#### **COMPASSIONATE LEAVE – OTHER**

Cabin Crew who submit a written request for a leave of absence for other compassionate reasons may be granted such leave, without pay, subject to operational requirements.

#### **12.04 MARRIAGE LEAVE**

Where a Cabin Crew Member is to be married, they shall be granted one (1) Day off with pay to be taken within a three (3) month period of the date of marriage. Such request for Marriage Leave will be made to Inflight Services with as much advance notice as possible so that every effort can be made to award the Cabin Crew Member's requested date.

#### **12.05 TRADITIONAL INDIGENOUS PRACTICES LEAVE**

Cabin Crew Members who are and identify as Indigenous persons (Inuit, Indian or Métis) and who have completed three (3) consecutive months of continuous employment will be entitled to five (5) days of unpaid leave each year in order to engage in traditional Indigenous practices, such as hunting, fishing, harvesting, or other practices. Such time off shall be taken as leave without pay.

## **12.06 LEAVE TO AVOID LAYOFF**

In order to avoid layoffs, the Company will offer leaves of absence, without pay, for up to six (6) Months, as per Article 21 in order of CUPE Seniority to all Cabin Crew. Cabin Crew who takes such leave shall continue to accrue CUPE seniority. Such leave may be extended. In the case of a Base closure, this will not apply.

## **12.07 JURY / WITNESS LEAVE**

In the event that a Cabin Crew Member is required to attend jury duty, is subpoenaed to appear in court or a coroner's inquest witness including for cases arising out of their employment with Canadian North, will be granted time off with pay for the duration of the court proceedings provided:

- a) The Cabin Crew Member pays to the Company fees paid to them for days on which they were scheduled to work for the Company. Amounts received for reimbursement of expenses shall be retained by the Cabin Crew Member.
- b) The Cabin Crew Member shall be required to provide the Company with a copy of any supporting documents.

The above shall not apply to a Day or Days when the Cabin Crew Member is not scheduled or required to work for the Company.

The above shall not apply to Cabin Crew Members who have an interest, either direct or indirect, in the court proceedings. However, in these cases, Cabin Crew Members may be granted time off without pay, subject to operational requirements.

Cabin Crew will return to work after court proceedings have ceased and crew rest has been achieved.

## **12.08 REASSIGNMENT, MATERNITY AND PARENTAL LEAVE**

Reassignment, maternity and parental leave, shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto.

### **a) REASSIGNMENT**

- i) A Cabin Crew Member who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty fourth (24<sup>th</sup>) week following the birth, request the Company to modify her job functions or reassign her to other Flights or another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

- ii) A Cabin Crew Member's request under this Article must be accompanied by a certificate of a qualified medical practitioner of the Cabin Crew Member's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.
- iii) Where a request has been made by a Cabin Crew Member, the Company shall examine the request in consultation with the Cabin Crew Member, and the Union, and where reasonably practicable, shall modify the Cabin Crew Member's job functions or reassign her to other Flights or another job.
- iv) A Cabin Crew Member who has made a request under this Article is entitled to continue in her current job while the Company examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence, with pay, at her regular rate of wages until the Company:
  - 1) Modifies her job functions or reassigns her, or,
  - 2) Informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall, for all purposes, be deemed wages.
- v) The onus is on the Company to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.
- vi) Where the Company concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Company shall so inform the Cabin Crew Member in writing.
- vii) A Cabin Crew Member whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under this Article and shall continue to receive the wages and benefits that are attached to that job.
- viii) A Cabin Crew Member is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.
- ix) A Cabin Crew Member who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty fourth (24<sup>th</sup>) week following the birth, if she provides the Company with a

certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

- x) A Cabin Crew Member whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two (2) weeks' notice in writing to the Company any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

The Company may only require a pregnant Cabin Crew Member to take a leave of absence from employment, without pay, if the Cabin Crew Member is unable to perform an essential function of her job and no appropriate alternative job is available for that Cabin Crew Member and only for such time as she is unable to perform that essential function.

- xi) The burden of proving that a pregnant Cabin Crew Member is unable to perform an essential function of her job rests with the Company.

b) MATERNITY LEAVE

Where a Cabin Crew Member provides the Company with a letter from a qualified medical practitioner certifying that she is pregnant, she shall be granted a leave of up to seventeen (17) weeks. This leave may commence not earlier than thirteen (13) weeks before the estimated date of delivery and end no later than seventeen (17) weeks following the date of birth.

c) PARENTAL LEAVE

Parental Leave, without pay, permits natural or adoptive parents to take time off without pay to adjust to their new familial responsibilities and to care for their new child. Where a Cabin Crew Member has, or will have, actual care and custody of a child, the Cabin Crew Member shall be entitled to Parental Leave equivalent to thirty-seven (37) weeks' in a twelve (12) month period, or sixty-three (63) weeks over a period of eighteen (18) months, commencing:

- i) On the expiration of any leave of absence taken by the Cabin Crew Member under Article 12.08 b), or,
- ii) On the Day the child is born, or,
- iii) On the Day the child comes into their actual care and/or custody.

Should a Cabin Crew Member share a parental leave with their spouse who is also an Employee of Canadian North, such shared leave shall not exceed seventy-one (71) weeks, commencing as above.

In addition, the following will apply:

- iv) Where a Cabin Crew Member commences legal proceedings under the laws of a province or territory to adopt a child (including fostering for the purposes of adoption) or obtains an order under the laws of a province or territory for the adoption of a child, (including fostering for the purposes of adoption) that Cabin Crew Member shall be granted parental leave, commencing on the Day the child comes into the Cabin Crew Member's care.
- v) The aggregate amount of leave of absence that may be taken under Articles 12.08 b) and c) in respect of a birth or adoption of any one child shall not exceed sixty-three (63) weeks.
- vi) Cabin Crew who intend to take a leave of absence under Article 12.08 b) or c) shall give the Company at least four (4) weeks' notice in writing, unless there is a valid reason why such notice cannot be given, and indicate the length of leave to be taken.
- vii) Cabin Crew who intend to take or are on a leave of absence under Article 12.08 b) or c) shall give at least four (4) weeks' notice in writing to the Company of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.
- viii) Cabin Crew who take a leave of absence under Article 12.08 b) or c) shall, should they so request in writing, be informed in writing of every employment, promotion or Training opportunity within Inflight Services that arises during the period when the Cabin Crew Member is on leave of absence and for which the Cabin Crew Member is qualified.
- ix) Cabin Crew who take a leave of absence under Article 12.08 b) or c) shall be reinstated to the Classification and the Base that the Cabin Crew Member occupied when the leave of absence commenced.
- x) The health and disability benefits of Cabin Crew who take, a leave of absence under Article 12.08 shall continue during the entire period of the leave, provided that the requirements of Article 12.08c) xi) are met.

- xi) A Cabin Crew Member taking a leave of absence under Article 12.08 shall be required to prepay (including credit card authorization or post-dated cheques) the Company, their share of contributions to any of the Company's benefit plans. Where a Cabin Crew Member does not prepay their share of contributions to the plans, their coverage shall cease for all group insurance coverage.
- xii) Upon their return to work, for the purpose of determining the entitlement to health and disability benefits for Cabin Crew in respect of whom contributions have not been paid as per paragraph xi) above, the employment of such Cabin Crew shall be deemed to have been continuous with employment before the Cabin Crew Member's leave.
- xiii) For the purposes of calculating benefits of a Cabin Crew Member who takes a leave of absence under Article 12.08, other than benefits referred to in paragraph c) xii) above, employment on the Cabin Crew Member's return to work shall be deemed to be continuous with employment before the Cabin Crew Member's absence.
- xiv) Notwithstanding the above, a Cabin Crew Member may request all previous year earned vacation that was scheduled within the period of the leave and all Statutory Holidays and carry-over Days off owed to be taken either at the commencement or end of child care leave, or may bid on open vacation slots. Should there be no open vacation slots available or the Cabin Crew Member fails to advise the Company of their preference, their vacation will be assigned immediately following their date of return. Such slot will not be deemed to be available as per Article 9.12 .
- xv) In situations where a Cabin Crew Member requires a personal leave beyond the parameters of the Maternity/Parental Leave provisions outlined in this Article, such leave shall be managed in accordance with Article 12.09 with the exception that such requests shall be granted priority over any other requests for personal leave.

## **12.09 PERSONAL LEAVE**

Where operational requirements permit, as determined by the Company, a Cabin Crew Member who submits a written request may be granted up to two (2) years leave of absence without pay, in order of CUPE seniority. Such leave shall not be unreasonably withheld. In exceptional cases, leaves in excess of two (2) years may be considered. Cabin Crew taking such leave shall continue to accrue/maintain CUPE seniority, in accordance with Article 12.15 A).

The following procedures shall apply to Personal Leave requests:

- a) Duration of personal leave: in excess of one (1) Month: This request will be granted no more than three (3) Months prior to the Month in which the leave will be taken. Any requests submitted greater than three (3) Months prior to the Month in which the leave will be taken, will be governed by CUPE seniority. Where Cabin Crew submit requests within the three (3) Month period prior to the Month in which the leave will be taken, it will be processed on a first come first served basis, providing the requests are not submitted on the same Day. The Company shall advise the Union of any LOA request and whether the request was approved or denied.
- b) Duration of personal leave: one (1) Month or less: Cabin Crew will submit a written request no later than the bid deadline, and will bid as per Article 22.04.02. Such leaves will be granted in order of CUPE seniority at the time of the Block awards. Requests made after the Blocks have been awarded will be considered for the Month in which the leave has been requested but such requests must be made a minimum of twenty-four (24) hours in advance. Cabin Crew who utilize this Article in consecutive months resulting in a leave in excess of six (6) consecutive months, their seniority will be subject to Article 12.15 A)
- c) The Company shall grant compassionate leave before a personal leave of absence.
- d)
  - i) A personal leave of absence shall not be granted to Cabin Crew for the purpose of working for another company or within Canadian North.
  - ii) Permanent Cabin Crew on a personal leave of absence must notify Inflight Services if they work for another company while on leave. If a Cabin Crew Member is found to be working for another company while on a personal leave of absence, without notifying Inflight Services, they shall be deemed to have resigned from Canadian North on their first date of work with the other company.
  - iii) The provisions of i) and ii) may be waived upon written consent of the Company and the Union.

## **12.10 EXTENSIONS**

Any leave of absence may be extended, upon written request, subject to operational requirements of the Company.

## **12.11 REINSTATEMENT**

- a) A Cabin Crew Member shall be reinstated at their Base at the termination of an authorized leave of absence and returned to line duty.

- b) Where a Cabin Crew Member's qualifications will lapse prior to returning to Flight duty, the Company shall provide them with the opportunity to take required regulatory Training following the expiration of their leave of absence. Crew Members shall be returned to the Payroll immediately after the Leave.
- c) Where the Company does not provide the opportunity for required regulatory Training for the Cabin Crew Member, they shall be paid all credits missed from the date their leave of absence terminates.

## **12.12 RETURN FROM LEAVE**

Cabin Crew taking a leave of absence for a period of more than one (1) month shall confirm in writing with the Company, at the time of going on the leave, the date of return from leave. Cabin Crew returning early from a leave shall be built their block as per Article 22.04.07. Cabin Crew who do not return on the approved date without prior approval by the Company in writing or, without providing reasons acceptable to the Company for such delayed return, will be deemed to have resigned.

## **12.13 DOCUMENTATION**

Cabin Crew who are on a leave of absence shall be required to provide the Company with both a current address, email and telephone number.

## **12.14 CANCELLATION**

Once a Maternity/Parental, Compassionate Care, External Union Leave, or Jury/Witness Leave has been approved, the Company shall not cancel the leave.

The Company may cancel Leave(s) to Avoid Layoff at any time, with thirty (30) Days' notice.

For all other leaves, once granted, the Company shall not cancel the leave within one (1) Month of the start date, nor within the first six (6) Months of the leave. After six (6) Months, the Company may cancel a leave of absence due to operational requirements with not less than thirty (30) Days' notice to the Cabin Crew Member.

A Cabin Crew Member, who fails to return to work in these cases, will be deemed to have resigned.

**12.15 A) LEAVE CHART – SENIORITY**

| TYPE OF LEAVE                      | DURATION               | PAY INCREMENTS   | VACATION SERVICE CREDITS                                  | CUPE SENIORITY                      | STATUTORY HOLIDAYS | PERSONAL - WELLNESS LEAVE CREDITS |
|------------------------------------|------------------------|--|---|-------------------------------------|--------------------|-----------------------------------|
| PERSONAL LEAVE                     | UP TO 2 YEARS          | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                      | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                       | ACCRUE UP TO 6 MONTHS THEN MAINTAIN | MAINTAIN           | MAINTAIN                          |
| CERTAIN PAID LEAVES <sup>1</sup>   | DURATION OF PAID LEAVE | ACCRUE   | ACCRUE  | ACCRUE                              | ACCRUE             | ACCRUE                            |
| CERTAIN UNPAID LEAVES <sup>2</sup> | UP TO 2 YEARS          | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                      | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                       | ACCRUE UP TO 6 MONTHS THEN MAINTAIN | MAINTAIN           | MAINTAIN                          |
| COMPANY UNION LEAVE                | N/A                    | ACCRUE   | ACCRUE  | ACCRUE                              | ACCRUE             | ACCRUE                            |
| EXTERNAL UNION LEAVE               | UP TO 3 YEARS          | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                      | ACCRUE UP TO 3 MONTHS THEN MAINTAIN                       | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| MATERNITY                          | UP TO 17 WEEKS         | ACCRUE   | ACCRUE  | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| PARENTAL LEAVE                     | UP TO 63 WEEKS         | ACCRUE   | ACCRUE  | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| COMPASSIONATE CARE                 | UP TO 37 WEEKS         | ACCRUE   | ACCRUE  | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| LEAVE TO AVOID LAYOFF              | UP TO 6 MONTHS         | ACCRUE   | ACCRUE  | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| SHORT TERM DISABILITY              | UP TO 17 WEEKS         | ACCRUE   | ACCRUE  | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| LONG TERM DISABILITY               | DURATION OF LTD CLAIM  | ACCRUE UP TO 12 MONTHS, INCLUSIVE OF STD), THEN MAINTAIN | ACCRUE UP TO 12 MONTHS, (INCLUSIVE OF STD), THEN MAINTAIN | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| WORKERS' COMPENSATION              | INDEFINITE             | ACCRUE UP TO 24 MONTHS THEN MAINTAIN                     | ACCRUE UP TO 24 MONTHS THEN MAINTAIN                      | ACCRUE                              | MAINTAIN           | MAINTAIN                          |
| LAYOFF                             | UP TO 60 MONTHS        | MAINTAIN   | MAINTAIN  | ACCRUE UP TO 60 MONTHS              | MAINTAIN           | MAINTAIN                          |

**NOTES:**

WHERE THIS TABLE IS AT VARIANCE WITH THE CLAUSES OF THE COLLECTIVE AGREEMENT, THE CLAUSES IN THE AGREEMENT WILL BE APPLICABLE.

WHERE DURATION MAY EXCEED ABOVE PERIODS, THE TABLE CONTINUES TO APPLY.

<sup>1</sup> Paid Bereavement Leave (12.02), Paid Marriage Leave (12.04), Paid Personal Wellness Leave (10.03), Paid Jury/Witness Leave (12.07)

<sup>2</sup> Unpaid Bereavement Leave (12.02), Unpaid Traditional Indigenous Practices Leave (12.05), Unpaid Compassionate Leave-Other (12.03)

**12.15 B) LEAVE CHART – BENEFITS**

| <b>TYPE OF LEAVE</b>               | <b>DENTAL</b>  | <b>EXTENDED HEALTH CARE</b> | <b>DISABILITY INSURANCE</b>  | <b>LIFE INSURANCE</b>  |
|------------------------------------|--|-----------------------------|--|--|
| CERTAIN PAID LEAVES <sup>1</sup>   | CONTINUES  | CONTINUES                   | CONTINUES  | CONTINUES  |
| CERTAIN UNPAID LEAVES <sup>2</sup> | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS   |                             | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS |
| PERSONAL LEAVE                     | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS   |                             | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS |
| COMPANY UNION LEAVE                | CONTINUES  | CONTINUES                   | CONTINUES  | CONTINUES  |
| EXTERNAL UNION LEAVE               | CONTINUES FOR UP TO ONE-HUNDRED AND TWENTY (120) DAYS SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY FULL PREMIUMS; THE COMPANY WILL REQUEST AN EXTENSION TO SIX (6) MONTHS FROM THE PLAN PROVIDER   |                             |  |  |
| MATERNITY                          | CONTINUES SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE PAID PREMIUMS  |                             |  |  |
| PARENTAL LEAVE                     | CONTINUES SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE PAID PREMIUMS  |                             |  |  |
| COMPASSIONATE CARE LEAVE           | CONTINUES SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE PAID PREMIUMS  |                             |  |  |
| SHORT TERM DISABILITY              | CONTINUES SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE-PAID PREMIUMS  |                             |  |  |
| LONG TERM DISABILITY               | CONTINUES FOR UP TO TWELVE MONTHS (12) FROM DATE OF DISABILITY (INCLUSIVE OF STD) SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE PAID PREMIUMS; THEREAFTER THE CABIN CREW MEMBER MAY OPT TO PAY FULL PREMIUMS TO REMAIN ON COMPANY PLAN |                             | CONTINUES  | CONTINUES  |
| WORKERS' COMPENSATION              | CONTINUES FOR UP TO TWELVE MONTHS (12) FROM DATE OF DISABILITY SUBJECT TO CABIN CREW MEMBER CONTINUING TO PAY EMPLOYEE PAID PREMIUMS; THEREAFTER THE CABIN CREW MEMBER MAY OPT TO PAY FULL PREMIUMS TO REMAIN ON COMPANY PLAN                    |                             | CONTINUES  | CONTINUES  |
| LEAVE TO AVOID LAYOFF              | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS   |                             | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS |
| LAYOFF                             | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS   |                             | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS | CEASES AFTER ONE (1) MONTH UNLESS THE CABIN CREW MEMBER OPTS TO PAY FULL PREMIUMS FOR MAXIMUM PERIOD PLAN ALLOWS |

NOTES:

WHERE THIS TABLE IS AT VARIANCE WITH THE CLAUSES OF THE COLLECTIVE AGREEMENT, THE CLAUSES IN THE AGREEMENT WILL BE APPLICABLE.

WHERE THIS TABLE REFERS TO THE MAXIMUM PERIOD A PLAN ALLOWS, CURRENTLY, MAXIMUM PERIOD IS ONE-HUNDRED TWENTY (120) DAYS.

<sup>1</sup> Paid Bereavement Leave (12.02), Paid Marriage Leave (12.04), Paid Personal Wellness Leave (10.03), Paid Jury/Witness Leave (12.07)

<sup>2</sup> Unpaid Bereavement Leave (12.02), Unpaid Traditional Indigenous Practices Leave (12.05), Unpaid Compassionate Leave-Other (12.03)

## **ARTICLE 13 – PERFORMANCE MANAGEMENT, DISCIPLINE AND DISCHARGE**

### **13.01 PREAMBLE**

The parties acknowledge that in drawing up the provisions of this Article, they recognize and endorse the following principles:

- a) the objective of performance management and progressive discipline is to improve future performance and/or conduct;
- b) disciplinary progression shall be corrective in its application and consistent with jurisprudence and the Human Resources Policy Manual; and
- c) disciplinary or discharge actions shall be for just cause.

### **13.02 PROCESS**

- a) The Cabin Crew Member and the Union will be advised in writing of any disciplinary or investigatory meetings no later than forty-eight (48) hours in advance, unless otherwise agreed to by the Cabin Crew Member. Prior to the meeting, the Cabin Crew Member shall be provided with written notice of the time and date of the meeting, the purpose of the meeting and the nature of the incident in question, and the Cabin Crew Member's right to have Union representation present. Where a Union representative is not available, the meeting will be rescheduled at a mutually agreeable time. A Union representative shall be present at the meeting at the Cabin Crew Member's request. Cabin Crew who are subject to an investigatory/disciplinary meeting, shall be paid their scheduled duties blocked, or assigned a minimum four (4) credits in accordance with Article 7.01 g) to attend such meeting.
- b) Notwithstanding the above, the Company may contact Cabin Crew to gather information. In order to ensure the Cabin Crew Member is represented to the fullest, the Company agrees to provide supporting documentation relevant to the situation upon request. If the Company feels the need, they can redact such documentation.
- c) Any investigations shall be held so as to best reasonably accommodate the persons concerned including the Cabin Crew Member, any witnesses, the Company and any representative of the Union as mentioned above in a). This may include things such as time off work and positive space transportation, and will be interpreted with the idea of taking all reasonable and cost-effective steps towards a prompt and full investigation.
- d) Where disciplinary or discharge action is considered, the Cabin Crew Member involved may, where necessary, be held out of service, with pay, pending investigation to provide the Company with sufficient time to

investigate and consider all factors. This investigation will take place as soon as possible and shall not take more than fourteen (14) consecutive Days. Additional time may be granted through mutual agreement between the Company and the Union prior to the expiry of the fourteen (14) consecutive Days.

- e) Any Cabin Crew Member held out of service prior to such written notification shall not have their pay reduced as a result.
- f) During the period of being held out of service, or while on a suspension, the Cabin Crew Member shall be entitled to bid on any positions that are posted. If a Cabin Crew Member is awarded the position while being held out of service or during their suspension then the Cabin Crew Member will be entitled to their awarded position upon their return.
- g) A Cabin Crew Member subject to an investigative meeting shall be advised, in writing via e-mail, of the outcome of any investigative meeting with or without discipline as soon as possible but no later than ten (10) consecutive Days, with a copy to the Union. The outcome of an investigation will be delivered during a non-duty period.
- h) In accordance with Article 30.16, letters of discipline shall be removed from the personnel file after eighteen (18) months and may not be used in subsequent discipline or discharge, provided there have been no similar incidents within the eighteen (18) month time limit. Any document used to advance discipline, which has not been seen by the Cabin Crew Member, will be removed from their personnel file.
- i) A Cabin Crew Member who has been disciplined and/or discharged may file a grievance in accordance with this Agreement.

## **ARTICLE 14 – TRAINING**

### **14.01 CABIN CREW TRAINING**

- a) When a Cabin Crew Member is scheduled and/or required for training, the Cabin Crew Member shall receive credits as per Article 7.01 e) where there is no other Duty in that day. Duty extension procedures may be used for ad hoc training requirements as per Article 22.06.03 and the Cabin Crew Member shall be paid in accordance with Article 7.
- b) A Cabin Crew Member who is removed from their scheduled Flight/Flight Pairing for training purposes shall receive the greater of credit for either the originally assigned Flight/Flight Pairing or the training performed.

- c) Except as outlined in e), expenses for training away from Base shall be paid by the Company. Hotel accommodation will be provided in accordance with Article 22.07.03.
- d) No period of in-class or virtual Training shall be more than ten (10) hours in any Day. Where Cabin Crew are required to deadhead to the training location on the same day, no period of Training shall be more than eight (8) hours on that Day.
- e) If a Cabin Crew Member wishes to attend required training at another Base in which it is being offered, they may request to do so. This request shall not be approved if it would result in a member from that Base being displaced from the training due to maximum class size. Further, CARs regulations governing Cabin Crew training timelines must be respected. In the case where more requests are made than slots available in the class, seniority will govern the award. The Company shall not incur any additional expenses, including hotel, related to such requests. For clarity, if a hotel was originally going to be provided, the Company will still provide a hotel except in the case where training occurs in a city where a Cabin Crew Member resides.
- f) The Company shall advise the Union of any training it intends to conduct through online training.
- g) The Company and the Union shall meet to review the online training syllabuses and agree on a reasonable amount of time for a Cabin Crew Member to conclude each online training syllabus. Such review shall not delay training implementation. The agreed upon times can be reviewed upon request of either party.
- h) An Independent Study Day, which may include multiple online training courses, shall not be scheduled to exceed eight (8) hours. Cabin Crew shall be credited with a minimum of four (4) credits for each Independent Study Day, as per Article 7.01 e).
- i) All training required by the Company and all required publications will be at the Company's expense.

#### **14.02 INITIAL (NEW HIRE) TRAINING**

- a) Newly hired Cabin Crew Members while in initial training shall be paid at their rate of pay as per Article 6.01. They shall be paid for four (4) credits per Day of training, or for half of the training period if training goes over eight (8) hours. Time away from Base does not apply when calculating pay credits during the period of initial training. All initial in-class training shall be as per Article 14.01 d) above.

- b) For those who attend the in-class portion of Initial Training at a Base where they do not reside, they shall receive meal per diem in accordance with the Company "Allowances and Expenses Policy" where meals are not otherwise provided. At no time will the Company offer less than what is being provided by the Company policy upon ratification of this Collective Agreement.

### **14.03 TRAINERS**

Cabin Crew Members performing trainer duties shall be paid as per Article 7.

## **ARTICLE 15 – PROBATION**

### **15.01 ELIGIBILITY**

No Cabin Crew Member shall serve more than one probationary period and shall not be regarded as permanently employed until they have completed the probationary period.

### **15.02 DURATION**

Subject to Article 15.03, the probationary period will be six (6) months calculated from the date of initial assignment to the line as a Cabin Crew Member, after successful completion of line indoctrination.

### **15.03 AUTOMATIC EXTENSION**

This probationary period will be extended by the length of any period of absence in excess of fourteen (14) consecutive Days.

### **15.04 EXTENSION**

In order to give the Cabin Crew Member every opportunity to succeed, the Company shall provide feedback to the Crew Member during the probationary period.

The Company reserves the sole right to make any decisions regarding the retention of a probationary Employee. Under certain circumstances, the Company may extend the probationary period for one (1) additional three (3) Month period. In such cases, the Cabin Crew Member and the Union will be advised in writing, including rationale.

## **ARTICLE 16 – CUPE SENIORITY**

### **16.01 COMMENCEMENT**

- a) A Cabin Crew Member's seniority will commence on date of hire within the bargaining unit. Seniority of all Cabin Crew shall be on a system-wide basis.
- b) In the event that more than one (1) Cabin Crew Member commences service on the same date, seniority shall be determined based on initial training class standing (see Appendix B). In the event there is a tie in initial training class standing, the seniority will be determined by lot.

### **16.02 MAINTENANCE**

Cabin Crew Members who establish a seniority commencement date in accordance with this Agreement shall not lose that date, except as provided in this Agreement.

### **16.03 APPLICATION**

CUPE seniority shall govern the order in which all Cabin Crew are recognized for scheduling purposes, provided that the Cabin Crew Member's qualifications and language proficiency are sufficient for the operation or assignment. In the event that the Cabin Crew Member is considered by the Company not to be qualified, the Company shall furnish the Cabin Crew Member with written reason thereof. A copy of this notice shall be provided to the Union.

In all cases, CUPE seniority shall govern all Cabin Crew in case of their retention in case of reduction in force, recall, vacation, personal leaves and leaves to avoid layoff.

### **16.04 REMOVAL FROM SENIORITY LISTS**

Any Cabin Crew Member on layoff of more than sixty (60) Months, and who is not recalled, or who is dismissed from the Company and not reinstated or who resigns, shall therefore forfeit all previously accrued seniority rights and the individual's name shall be removed from all seniority lists.

For any Cabin Crew Member who accepts a position with the Company outside of the bargaining unit, their seniority rights shall be applied in accordance with Article 25.02.

## **ARTICLE 17 – MAINTENANCE OF CUPE SENIORITY LIST**

### **17.01 CUPE SENIORITY LIST (SYSTEM-WIDE)**

Although Union seniority belongs to the Union, the Company shall establish and maintain a CUPE seniority list (system-wide) showing for each Cabin Crew Member listed therein:

- a) Seniority number
- b) Name
- c) Base
- d) CUPE seniority date as Cabin Crew, or adjusted seniority date, if applicable
- e) Company service date

### **17.02 SENIORITY LIST**

#### **a) INITIAL POSTING**

Prior to February 1<sup>st</sup> each year the Company shall electronically distribute the CUPE seniority list (system-wide) indicating the respective CUPE seniority of each Cabin Crew Member as of January 1<sup>st</sup> with an emailed copy to the Union.

#### **b) PROTESTS**

Prior to March 1<sup>st</sup> each year, Cabin Crew may protest, in writing, to the Inflight Services Department Head in respect of any purported error or omission affecting their CUPE seniority as reflected in the CUPE seniority list (system-wide) posted for such year.

#### **c) REVISED LIST**

Prior to March 31<sup>st</sup> each year, the Company shall electronically distribute the revised CUPE seniority list (system-wide) indicating any changes resulting from any protest found to be valid with an emailed copy to the Union.

#### **d) PROTESTS**

Prior to April 30<sup>th</sup> each year, any Cabin Crew whose seniority was affected by any change made to the initial CUPE seniority list (system-wide) may protest in writing to the Inflight Services Department Head, with a copy to the Union.

e) **FINAL LIST**

The list will be deemed final once the Union has agreed to the accuracy of the list.

Prior to June 1<sup>st</sup> each year, the Company shall electronically distribute the final CUPE seniority list (system-wide) as of January 1<sup>st</sup> of that year with an emailed copy to the Union. In the absence of any additional and/or new information, the results of any protests shall be deemed final and shall not be eligible for protest in subsequent years.

**17.03 CUPE SENIORITY LIST (BASE)**

A CUPE seniority list (Base) shall be available monthly with each respective bid package. The list shall outline the name, relative seniority and active/inactive status for each Cabin Crew Member at the applicable Base. The Company agrees to allow access to all CUPE seniority lists (Base) to all Cabin Crew.

**17.04 MEMBER PHONE NUMBERS AND ADDRESSES**

Prior to January 31<sup>st</sup> each year, the Company will forward a copy of the CUPE seniority list to the Union including phone numbers and addresses of each Cabin Crew Member.

If a Cabin Crew Member does not wish their phone number(s) and address to be released to the Union, they shall notify Inflight Services prior to January 15<sup>th</sup> each year.

**ARTICLE 18 – GRIEVANCE PROCEDURE**

**18.01 PREAMBLE**

A Cabin Crew Member who feels aggrieved shall first attempt to obtain a satisfactory resolution with an Inflight Services supervisor and may be accompanied by a Union representative. Upon request from the Cabin Crew Member, the Company will provide a response in writing to the Cabin Crew Member concerned. Such response shall not alter the time limits set out in this Article.

The Company and the Union agree it is most desirable to resolve misunderstandings and disputes through discussion so that it is not necessary to initiate a formal grievance according to this grievance procedure.

## **18.02 ELIGIBILITY AND PROCESS**

All differences arising out of the interpretation, application, administration or alleged violation of this Collective Agreement/Company policy and all disciplines or discharges may be grieved.

An earnest effort shall be made by all parties to settle grievances fairly and promptly as per the process outlined herein.

## **18.03 INITIATION**

- a) Grievances under this Article may be initiated by the Union on behalf of any Cabin Crew Member or group of Cabin Crew who consider themselves aggrieved.
- b) Grievances of a general or policy nature affecting Cabin Crew on a system-wide basis shall be identified by "SYS", and shall be initiated at Step 2.
- c) Grievances that involve a dismissal shall be initiated at Step 2.

## **18.04 TIME LIMIT**

All grievances must be initiated within thirty (30) Days from the date the grievor would reasonably have knowledge of the occurrence giving rise to the grievance.

## **18.05 SUBMISSION OF GRIEVANCES**

All grievances must be submitted, in writing, to the Inflight Services Department. The grievance must be signed by the Union on behalf of the grievor and shall specify the following:

- a) The nature of the grievance and the circumstances out of which it arose, as identified by the grievor; and
- b) The provisions of the Agreement or policy alleged to have been violated, and;
- c) The settlement or remedy requested.

## **18.06 GRIEVANCE PROCEDURE – STEP 1**

- a) The Inflight Services Department Head, or their representative, shall hold a hearing within fourteen (14) Days of receipt of the grievance.

- b) All facts shall be considered and the decision communicated to the grievor and the Union, in writing, within fourteen (14) Days of the hearing.
- c) If a decision is not rendered within the time limits then the grievance will automatically advance to the next step.
- d) Appeals of the Step 1 decision must be filed within fourteen (14) Days of receipt of the Step 1 decision, through the initiation of the Grievance Procedure – Step 2 (Article 18.07 a). Any decision not appealed shall be final and the grievance shall be closed.

#### **18.07 GRIEVANCE PROCEDURE – STEP 2**

- a) Failing satisfactory settlement being reached in Step 1, the Union may advance the grievance to Step 2. A Step 2 advance shall be submitted, in writing, to the Inflight Services Department within fourteen (14) Days of receipt of the Step 1 decision.
- b) The Vice President Flight Operations, or designate, shall hold a hearing within fourteen (14) Days of receipt of the Step 1 advancement or SYS grievance.
- c) All facts shall be considered and the decision communicated to the grievor and the Union, in writing, within fourteen (14) Days of the hearing.
- d) If a decision is not rendered within the time limits, the grievance may advance to arbitration.
- e) The decision to proceed to Mediation and/or Arbitration must be communicated within thirty (30) Days of receipt of the Step 2 decision. Any decision not appealed shall be final, and the grievance shall be closed.

#### **18.08 EXTENSION OF TIME LIMITS**

The time limits specified in the Grievance procedures may be extended by the mutual agreement between the Company and the Union in writing.

#### **18.09 CABIN CREW AVAILABILITY**

If required, the grievor shall be Flight released in order to attend their grievance hearing. This shall apply to individual grievances.

At any hearings held through the Grievance procedure, all witnesses and representatives who are employees of the Company shall be given time off without loss of pay, subject to operational requirements, and positive space transportation as required.

For group grievances Flight releases for the grievors shall be subject to operational requirements. Each party shall be responsible for the pay/costs of such witnesses.

#### **18.10 DOCUMENTATION**

Upon request, either party shall provide the other party with copies of all documents relevant to the grievance. In cases where redacted copies were provided previously, unredacted copies will be provided.

#### **18.11 PRESENTATION OF EVIDENCE**

The Cabin Crew Member and their Union representative shall be given the full opportunity to present evidence and make representation at all levels of this procedure. The parties shall be given full opportunity to present, examine and cross-examine witnesses brought to the hearing by either party at all Steps of the grievance procedure and/or Arbitration.

#### **18.12 COMPANY INITIATED GRIEVANCE**

Where the Company considers itself aggrieved, it may appeal in writing, provided the grievance is submitted within the timeline established in Article 18.04, to the Union. This shall be considered Step 2 of the grievance process.

The President of the Local, or designate, shall hold a hearing within fourteen (14) Days of receipt of the grievance.

All facts shall be considered and the decision communicated to the Company within thirty (30) days of the hearing.

The decision to proceed to Mediation and/or Arbitration must be communicated within thirty (30) Days of receipt of the decision. Any decision not appealed shall be final, and the grievance shall be closed.

#### **18.13 LOCATION**

Grievances may be conducted virtually. In such cases where the grievances are planned to be held in-person, the Company shall make every attempt to hear grievances at the originating Base.

Grievances of a general or policy nature and identified by "SYS" shall be heard in Ottawa, unless agreed to otherwise by the Union and the Company.

The cost for the above-mentioned methods of communication will be borne by the Company.

## **18.14 MEDIATION AND ARBITRATION**

Failing satisfactory settlement being reached in Step 2, the grievance may be referred by the Union to Mediation and/or Arbitration (as per Article 19). Such advance shall be submitted, in writing, to the Inflight Services Department within thirty (30) Days of receipt of the Step 2 decision.

Upon mutual agreement, the Company and the Union may mediate the grievance prior to arbitration. The cost of the mediator shall be shared equally between both parties.

## **ARTICLE 19 – ARBITRATION**

### **19.01 ELIGIBILITY**

Any grievance not settled through the grievance procedure outlined in Article 18 may be referred to a Sole Arbitrator or, subject to mutual agreement, an Arbitration Board (hereinafter referred to as the Board).

### **19.02 NOTIFICATION**

The party advancing the grievance to arbitration shall give written notice to the other party within thirty (30) Days of receipt of the Step 2 decision.

### **19.03 REPRESENTATION**

At any hearing held throughout the Arbitration procedures, the Union and the Company shall have the right to be represented by any person whom they choose or designate.

### **19.04 SOLE ARBITRATOR**

The party selecting arbitration will submit the name of two (2) or more arbitrators to the other party. If the parties are unable to agree upon an arbitrator within a fourteen (14) Day time limit, the appointment may be made according to appointment provisions of the Canada Labour Code.

### **19.05 ARBITRATION BOARD**

The Company and the Union may, by mutual consent, have the grievance heard by an Arbitration Board consisting of a member appointed by the Union and a member appointed by the Company. The parties shall appoint their nominee within fourteen (14) Days and shall communicate the name, email address and telephone number of its appointee to the Board.

The two (2) appointees so selected shall, within fourteen (14) Days of receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Board. If either party fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limits, such will be made according to appointment provisions of the Canada Labour Code.

In this case the term Arbitrator, as referred to in this Agreement shall mean Arbitration Board.

#### **19.06 JURISDICTION OF THE ARBITRATOR/BOARD - GENERAL**

The Arbitrator or Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this Agreement.

#### **19.07 JURISDICTION OF THE ARBITRATOR/BOARD - COLLECTIVE AGREEMENT**

The Arbitrator/Board shall have no jurisdiction to alter, modify, or amend this Agreement or make any decision inconsistent with the specific terms of this Agreement.

#### **19.08 ARBITRATOR/BOARD PROCEDURES**

The Arbitrator/Board shall establish its own procedure consistent with the rules of natural justice.

#### **19.09 ARBITRATOR/BOARD'S DECISION**

In the case of disciplinary or discharge appeals, the Arbitrator/Board shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause based on the evidence in its possession at the time the Step 2 decision was rendered. The Arbitrator/Board may uphold the Company's decision, exonerate and reinstate the grievor without loss of pay and benefits, or render such other decision, as it considers just and equitable.

#### **19.10 FINAL DECISION**

A decision of the Arbitrator/Board shall be final and binding on the Union, the Company and the Employee involved.

#### **19.11 WITNESSES**

All Cabin Crew witnesses called or subpoenaed by the Company or the Union shall be Flight released, and shall be provided with positive space transportation to and from the hearing. Each party shall be responsible for the pay/costs of such witnesses.

## **19.12 EXPENSES**

Each party shall share the cost of an Arbitrator. In the case of an Arbitration Board, each party will bear the cost of its own nominee. The compensation and expenses of the Chairperson shall be borne equally by each party.

## **19.13 DOCUMENTATION**

Upon request, either party shall provide the other party with copies of all documents relevant to the hearing.

## **19.14 EXTENSION OF TIME LIMITS**

The time limits specified in the Arbitration procedures may be extended by the mutual agreement between the Company and the Union in writing.

# **ARTICLE 20 – FILLING OF VACANCIES**

## **20.01 JOB POSTING PROCEDURE**

When a Vacancy for a permanent or temporary position occurs, the Company will post a position for a minimum of seven (7) consecutive Days. Such postings shall be distributed system-wide electronically to each active Cabin Crew Member, with a copy to the Union. Before a Cabin Crew Member becomes inactive (e.g.: on leave or layoff), and who wants to be sent Cabin Crew job postings, they shall advise their supervisor and provide a personal email address for such distribution. The Company will request this before the Cabin Crew Member becomes inactive. This notice shall contain at least the following information:

- a) Base
- b) Status (Full-Time, Reduced Block, Casual)
- c) Number of Vacancies
- d) Posting description (Permanent or Temporary, with Temporary duration if applicable)
- e) Anticipated start date of position
- f) Closing date of posting

## **20.02 BIDDING PROCEDURE**

All Cabin Crew who do not have a Statement of Base Preference Bid on file with the Company and who wish to bid on a posted position will submit their interest via email.

### **20.03 BIDDING PERIOD**

The Bidding Periods for job vacancies will be seven (7) consecutive Days, with the deadline being 23:59 hours Local Time on the 7<sup>th</sup> Day.

### **20.04 STATEMENT OF BASE PREFERENCE BID**

Cabin Crew who desire a Base transfer shall keep a Statement of Base Preference Bid on file with the Company stating the Base(s) in order of preference to which they desire to transfer. The Company will acknowledge receipt of their Statement of Base Preference Bid in writing to the Cabin Crew Member.

A Cabin Crew Member may withdraw or alter their Statement Base Preference Bid at any time. The Company will acknowledge receipt of this change to the Cabin Crew Member.

The Company shall provide the Union with a report of Statement of Preferences after each bidding period, as per Article 20.03 above, and prior to positions being awarded. In addition, the Company will make the Statement of Preferences report available to the Union upon request.

Cabin Crew are expected to keep their Statement of Base Preference Bid current.

Statement of Base Preference Bids will be subject to seniority in accordance with Article 16.

### **20.05 PROCEDURE FOR ABSENT CABIN CREW**

All Cabin Crew who are absent will provide the Company with their contact information while they are away. The Company shall make all reasonable effort to notify any absent Cabin Crew, including those on any type of Leave of Absence.

### **20.06 AWARD PROCEDURE**

The awarding of vacancies shall be in the following order:

1. Recall of Cabin Crew who have been laid-off at the specified Base and Cabin Crew who received a temporary layoff notice at the specified Base and utilized their right to bump, in order of CUPE seniority as per Article 21;
2. Acting on all bids, including Statement of Base Preference Bids, from all Cabin Crew (including those on Leave of Absence and/or who are holding laid-off status with recall rights), in order of CUPE seniority;

3. Offer to Casual Cabin Crew as per Article 31 in writing, in order of CUPE seniority;
4. Recruitment of new Cabin Crew/assignments of graduates from an initial training class.

## **20.07 NOTIFICATION AND REPORTING**

Cabin Crew shall be notified in writing, with a copy to the Union, when their statements of preference have been actioned. Within fourteen (14) Days of the bid award, updated Base seniority lists reflecting the changes will be distributed electronically to all Cabin Crew at the affected Bases.

A Cabin Crew Member shall be allowed a reasonable period between the time they are relieved of their duties and the time they are required to report at the new location. Such relocation shall be as per Article 8.06 b).

## **20.08 TEMPORARY VACANCY GUIDELINES**

1. A temporary position shall be for a maximum of six (6) Months, except where required to cover Maternity/Parental Leave(s) and/or all other leaves under the Canada Labour Code. It is understood that a temporary position required to fill a vacancy due to Maternity/Parental Leave will not be for a period in excess of eighteen (18) consecutive months in the case of a combination of maternity and parental leave or up to sixty-three (63) weeks for a Cabin Crew Member taking parental leave only.
  - a) When awarding a temporary vacancy of six (6) Months or less at a Base, the award shall not create a subsequent vacancy at another Base. Such positions will only be awarded to Cabin Crew Members from Bases where a surplus exists or where operational requirements can be filled by existing Cabin Crew Members at that Base, including use of Casual Cabin Crew.
  - b) Temporary vacancies in excess of six (6) Months will be awarded per Article 20.06.
  - c) In reference to a) above, where the award would create a vacancy and the Union has possible solutions to ensure operational requirements are met, upon CUPE request the Company agrees to discuss these proposals with CUPE with the intent to allow Cabin Crew the ability to be awarded positions to which their seniority would entitle them.

2. The Cabin Crew Member awarded this temporary position as per Article 20.06 will return to their previous Base and may exercise all rights and privileges they may upon their return at the end of this temporary assignment.
3. If an awarded position is cancelled from the date of the award to the scheduled start date, the Cabin Crew Member will remain in their present position.
4. The temporary position duration provisions above may be extended by mutual agreement between the Company and Union. In such cases, the Cabin Crew Member covering the absence shall have the option of continuing in the temporary position. If the Cabin Crew Member declines continuance of the assignment, such position will be posted and will be filled in accordance with this Article.
5. A Cabin Crew Member accepting a temporary assignment must stay for the duration of the assignment, except as stipulated in this Article. A Cabin Crew Member who has accepted a temporary position will be eligible to bid on any permanent positions that arise during the duration of the temporary assignment.
6. A temporary position will not become a permanent position. Where circumstances change such that a permanent position is required, it will be filled in accordance with this Article.

#### **20.09 COMPASSIONATE TRANSFERS**

- a) The Company and the Union agree to deal compassionately with Cabin Crew who may, in exceptional circumstances, require a temporary transfer to a Base other than their home Base. Such temporary transfers may be granted, subject to operational requirements, to a Cabin Crew Member for up to three (3) Months. Extensions are subject to b), c) and d) of this Article.
- b) Requests for compassionate transfers shall be in writing to the Union and the Inflight Services Department Head.
- c) Any documents provided by Cabin Crew to support the request for a compassionate transfer will be shared with both the Union and the Company.
- d) Compassionate transfers are subject to the approval in writing of the Company and the Union. Decisions will then be communicated to the Cabin Crew Member in writing.

## **20.10 BASE OPENING**

Any new Bases designated by the Company shall be identified to CUPE by the Company at least six (6) weeks prior to the opening of the Base. The vacancies at the new Base shall be filled in order of CUPE seniority as per Article 20.06.

## **20.11 MUTUAL BASE EXCHANGES**

Where vacancies exist at a Base, Filling of Vacancies provisions in this Article shall take precedence over Mutual Base Exchange provisions.

Where two or more active Cabin Crew have their names on the Statement Base Preference Bid list, the Cabin Crew, in order of CUPE seniority, will be allowed to exchange Bases and the transfer shall be approved by the Company. The approval of such exchange will be copied to the Union and the affected Cabin Crew.

Each Cabin Crew Member shall be entitled to a maximum of ten (10) days without pay, every three (3) years, free from all duty to report to the new Base. Any moving costs shall be as per Article 8.06 b).

The Cabin Crew concerned will be entitled to all rights and privileges associated with their seniority at the Base. A Mutual Base Exchange may be cancelled by mutual agreement of both Cabin Crew, if cancelled prior to the bid deadline for the affected Month.

## **ARTICLE 21 – LAYOFF AND RECALL**

### **21.01 GENERAL**

When it is determined by the Company that there is a need for either a temporary or permanent reduction at a Base, the Union will be notified as soon as possible but no later than the deadline provided in Article(s) 21.02 and 21.03. Prior to and/or during any staff reduction the Company agrees to provide current staffing requirements per Base. The Company also agrees to meet to discuss the plan to notify and execute layoffs, and retirements if offered. In the meeting(s) various mitigating ideas may be discussed including but not limited to provisions found in this Agreement, such as voluntary severance options, leaves of absence, and reduced blocks. Should layoffs still be required, Cabin Crew Member(s) affected by such layoff(s) will be notified in writing, in reverse order of seniority.

### **21.02 BASE CLOSURE**

Closure of an existing Base shall be identified to CUPE by the Company no less than three (3) Months prior to closure of the Base.

### **21.03 NOTIFICATION**

The affected Cabin Crew Member and the Union shall be notified, in writing as far in advance as possible as follows:

- i) In the case of a permanent layoff, the notification will be no less than twenty-one (21) days prior to such reduction; or
- ii) In the case of a temporary layoff, the notification will be no less than fourteen (14) days prior to such reduction.

### **21.04 PROCEDURE**

#### **a) Permanent Layoff**

- i) Where it is necessary to permanently decrease Cabin Crew at a Base, they shall be laid off in reverse order of CUPE seniority.
- ii) The affected Cabin Crew Member and the Union shall be notified, in writing, as far in advance as possible, of such reduction in force but in no case less than twenty-one (21) Days prior to such reduction.
- iii) A laid-off Cabin Crew Member may replace a Cabin Crew Member with less seniority on the CUPE seniority list (system-wide). They shall do so by advising the Company, in writing, within ten (10) Days of receipt of their layoff notice. Should the Cabin Crew Member fail to submit such notification to the Company within ten (10) days, they shall be considered to have accepted the layoff notice.
- iv) The Cabin Crew Member who has been displaced as a result of the above, may bump any Cabin Crew Member with less seniority system-wide. This Cabin Crew Member shall respond of their intent to do so in writing within seven (7) days of receipt of their notice and if they fail to do so they shall be considered to have accepted the layoff notice.
- v) The Cabin Crew Member who has been displaced as a result of the above, may bump the Cabin Crew Member with the least seniority system-wide. This Cabin Crew Member shall respond of their intent to do so in writing within seven (7) days of receipt of their notice and if they fail to do so they shall be considered to have accepted the layoff notice.
- vi) A Cabin Crew Member who is placed on permanent lay-off status shall be paid-out any outstanding vacation or statutory holidays earned up to and including their layoff date.

**b) Temporary Layoff**

- i) Where it is necessary to decrease Cabin Crew at a Base, they shall be laid off in reverse order of CUPE seniority.
- ii) The affected Cabin Crew Member and the Union shall be notified, in writing, as far in advance as possible, of such temporary reduction in force but in no case less than fourteen (14) Days prior to such reduction, except as in Article 21.02.
- iii) The Cabin Crew Member who has been displaced as above, may bump the Cabin Crew Member with the least seniority system-wide. This Cabin Crew Member shall respond of their intent to do so in writing within seven (7) days of receipt of their notice and if they fail to do so they shall be considered to have accepted the layoff notice.
- iv) Should a temporary layoff exceed six (6) continuous months, it shall be deemed permanent, at which point the procedures in Article 21.04 a) shall apply, including any Cabin Crew Member who was laid off and already exercised their right to bump. For the purposes of recall, as per Article 21.07 and severance, as per Article 21.10, and benefits/privileges, as per Article 21.05, the original date of temporary layoff shall be considered to be the date of layoff.

**21.05 BENEFITS/PRIVILEGES WHILE ON LAYOFF**

A Cabin Crew Member on permanent or temporary layoff shall be eligible for benefits as per Article 12.15 B).

The Company shall provide (Canadian North only) space available flight privileges for sixty (60) months of layoff and have space available cargo privileges for the initial forty-five (45) days of layoff. Travel privileges are for the Cabin Crew Member only.

**21.06 CABIN CREW MEMBER ADDRESS**

Cabin Crew Members who have been laid off shall file their address by email to the Company, with a copy to the Union, and shall thereafter promptly advise the Company of any changes of address.

**21.07 RECALL**

Recalls will be made in order of CUPE seniority at the applicable Base, as per Article 20.06.

- a) Initial notification of recall will be provided by email to all Cabin Crew Members at the applicable Base with no less than thirty (30) Days prior to their reporting date. In order to enable Cabin Crew Members to have a minimum of seven (7) Days from this notification to respond with their intention, individual notifications shall commence no less than four (4) Days after this initial notification of recall.
- b) Individual notification of recall may be given to Cabin Crew by telephone or email with a copy to the Union. Where contact is not made, official notice shall be sent by registered letter to their last address on file.
- c) The Cabin Crew Member concerned shall advise the Company by email or registered mail, with a copy to the Union, within three (3) Days of receipt of such notice, of their intention to return or not. If the laid-off Cabin Crew Member does not respond to the notification above within three (3) Days it shall be assumed that the offer for re-employment has been refused and the Cabin Crew Member concerned shall forfeit all future rights for recall and be deemed to have resigned.
- d) If the Cabin Crew Member waives or does not accept their recall, the recall will be offered to the next senior Cabin Crew Member on layoff at the Base, accordance with Article 21.07 c). A Cabin Crew Member who waives their recall will have no further right of recall until the next notice of recall.
- e) In all cases, the most junior Cabin Crew Member who is on layoff at the applicable Base shall be obliged to accept the recall or permanently forfeit their position on the Cabin Crew Seniority List.
- f) So long as Cabin Crew take all reasonable steps to complete a necessary Company, regulatory, or other authority process in order to return to duty, they shall not be at any loss of pay should there be a delay in their return to work due to a delay in processing.

A different reporting date may be arranged by mutual agreement between the Company and the Cabin Crew Member with notification to the Union. Such agreement shall not be unreasonably withheld.

The Company may, at its own discretion, grant a leave of absence to any Cabin Crew Member who is recalled but who is unable to report for duty.

Should a Cabin Crew Member be medically unfit to return to duty but may be medically cleared within a reasonable period of time, the Company may consider accommodation or delaying the reporting time accordingly. This consideration does not absolve the Company from any legal obligations.

## **21.08 CUPE SENIORITY**

A Cabin Crew Member who has been laid off shall continue to accrue CUPE seniority from the date of layoff for a period of sixty (60) Months.

## **21.09 RECALL RIGHTS**

Laid off status and recall rights under this Article shall terminate sixty (60) Months from the date of layoff.

## **21.10 SEVERANCE PAY**

Cabin Crew who have been permanently laid off shall be eligible for severance pay as below:

- a) Severance pay shall be paid to any Cabin Crew Member covered by this Agreement who has completed one (1) or more full years of continuous employment with the Company as calculated from the Cabin Crew Member's date of hire. The amount of severance pay shall be one (1) week's pay for each complete half year of service up to the date of layoff, to a maximum of fifty-two (52) weeks, or as outlined in any Human Resources policy, whichever is greater.
- b) Severance pay shall be paid after one year from the date of permanent layoff, provided the Cabin Crew Member remains on the recall list. The payment for the amount due shall be in one lump sum. It is understood that this amount is over and above whatever other compensation is due to the Cabin Crew Member in accordance with this Agreement.
- c) Upon the payment of severance as above the Cabin Crew Member shall be terminated from the Company, except only for the purposes of recall.
- d) The Cabin Crew Member shall have the option of contributing their severance pay, in whole or in part, to a Registered Retirement Savings Plan, up to limits allowable under applicable income tax legislation.

## **ARTICLE 22 – BLOCK RULES**

### **22.01 OBJECTIVES**

The fundamental objectives of the Block Rules are as follows:

- a) To provide an orderly method of Flight assignment consistent with the principles of efficient and cost-effective operation and the principles of seniority as set out in this Agreement.

- b) To provide Cabin Crew with the rest required for the performance of their duties.
- c) To provide coverage for all Flights in a direct and efficient manner.

## **22.02 DURATION**

### **22.02.01 REVISIONS**

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

### **22.02.02 DISCUSSION**

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

### **22.02.03 CONTINUITY**

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

## **22.03 REGULATIONS GOVERNING SCHEDULING AND BLOCKS**

### **22.03.01 BLOCK PREPARATION**

- a) The Block Rules outlined in this Agreement shall be used in the establishment and preparation of the Blocks.
- b) Full time Blocks will include: Days Off, PDO (preferential Day Off), NDG (No Duty Given) Days, Vacation Days, Stat Days, VGD (Vacation Guaranteed Days), Reserve Days, Inviolate Days, Flights/Flight Pairings, Deadheads, Cabin Lead designations, Language Requirements when applicable, Training, Union Releases, LOAs, Company meetings with Cabin Crew and public relations events.
- c) Reduced Blocks will be built as per b) with the addition of Black Days.
- d) Blocks will be built as: Full Flying, Reserve, or Mixed Blocks.
- e) In the case where coverage is required from another Base, the Company shall identify the Days required to be covered. Blocks will then be built using the bid preferences of the Cabin Crew at the Base. Should a Cabin Crew Member who is covering from another Base hold Reserve, they shall be considered to have the least seniority for call out purposes. Should

more than one (1) Cabin Crew Member be blocked for coverage at another Base and hold Reserve, they will be considered to have the least seniority, and amongst themselves system seniority will apply.

### **22.03.02 DISTRIBUTION OF BLOCKS**

- a) The Company will provide all Cabin Crew with a copy of the bid package no later than 23:59 Local Time on the 11<sup>th</sup> of the Month. If after this date there are any additions to the known flying, these additions must be distributed to Cabin Crew Members via email for the purpose of bidding. This deadline may be extended by mutual agreement between the Union and the Company.

The bid package will contain all known and confirmed flying, training, estimated minimum Cabin Lead Reserve Blocks, Cabin Crew meetings, a copy of the Preferential Bid Form, Block Building Guidance, and any pertinent information pertaining to Company operations in the coming Month.

No later than 23:59 Local Time on the 11<sup>th</sup> of the Month, the Company shall distribute a current vacation calendar and seniority list, in accordance with Article 9 and Article 16 to all Cabin Crew.

- b) Where a Cabin Crew Member will be away from home Base while on duty at the time the bid package is distributed to Cabin Crew Members, the Company agrees to fax the bid package to Cabin Crew Members upon request, to the fax number provided by the Cabin Crew Member.

### **22.03.03 KNOWN FLYING**

All flying, Training, public relations events, and Cabin Crew meeting dates that are confirmed and known for the Month will be Blocked.

### **22.03.04 RESERVE**

Reserve Days will be Blocked and designated by an "R".

### **22.03.05 REVISIONS**

- a) Whenever possible, revisions to Pairings will be done prior to bidding periods.
- b) Prior to the Blocks being awarded, the Company shall distribute the revisions via Company email. A copy of such changes will be faxed and/or emailed to any Cabin Crew away on Company business and the Union.
- c) For revisions to Pairings after the Blocks have been awarded:

- i) When an addition of a Flight or part thereof to a scheduled Flight/Flight Pairing is confirmed, the affected Cabin Crew will be notified as soon as reasonably possible.

Where Cabin Crew are provided with less than forty-eight (48) hours notice of an addition of a Flight or part thereof and the change results in the Cabin Crew Member incurring cancellation fees associated with medical or family care due to such change, they shall be reimbursed via an expense claim with receipts. Additionally, should the end of duty be delayed beyond two (2) hours, they shall be eligible for a forty-dollar (\$40.00) premium.

- ii) Revisions to scheduled departure times may occur at any time during the Month. Such change will not be considered a reassignment. Affected Cabin Crew Members will be notified of the change as soon as possible, once such change has been confirmed, but no later than twenty-four (24) hours from the Flight being confirmed.

Cabin Crew may contact their supervisor to discuss such changes to their Blocks. Should there be an issue with the revision, Cabin Crew Members may request assistance with a Shift Trade as per Article 22.11. Where that is not possible, removal from Flight may be considered subject to operational requirements.

- iii) The affected Cabin Crew shall be contacted by the Company (including Cabin Crew Members away on Company business) and a copy of such changes faxed and/or emailed to the Union. The Company will send out the revised Blocks with these changes to the affected Base.

### **22.03.06 BLOCK CREDITS**

Whenever possible, Blocks will be built between eighty (80) and ninety (90) credits per Month. Cabin Crew Members shall not be required to operate in excess of ninety (90) credits in a Month, excluding Open Flying as per Article 22.08.

### **22.03.07 DAY OFF**

- a) All Blocks will indicate Days Off (DOs). These Days Off shall be identified by a slash “/”. Requested DOs as per a Cabin Crew Member’s Preferential Bid will be identified by a double slash “//”. Six (6) of these days shall be scheduled in periods of not less forty-eight (48) hours duration.

When a Cabin Crew Member is unavailable for seven (7) days or more in a full Month, the following pro-ration shall apply:

- Unavailable for seven (7) Days: Four (4) of these Days in periods of not less than forty-eight (48) hours duration.
  - Unavailable for fourteen (14) Days: Two (2) of these Days must be scheduled in a forty-eight (48) hours duration.
- b) The Company agrees that Blocks will be built with a maximum of six (6) consecutive Days of duty, including deadheading, subject to the following exceptions:
- i) Cabin Crew may choose to bid for a schedule in excess of this maximum.
  - ii) Iqaluit rotations will not be subject to this maximum and shall be scheduled as per Article 23.02.

In all other cases, the Union must be consulted and agree to any related change or deviation from the normal maximum six (6) consecutive Days of duty, except as provided for in this section.

- c) Cabin Crew who hold a pure Flying Block will be scheduled to a maximum of ninety (90) credits and/or eighteen (18) days in a Month whichever comes first, as per Article 22.04.12.
- d) Cabin Crew who hold a pure Reserve Block will be scheduled to a maximum of seventeen (17) days in a Month, subject to Article 22.04.12 for partial Months. There shall be six (6) DOs consecutively identified by an "X" which will be considered as Inviolate Days. Four (4) of the remaining DOs shall be scheduled in periods of not less than forty-eight (48) hours duration.
- e) Mixed Blocks shall be built in order to eliminate uncrewed flying. A Mixed Block is defined as a combination of reserve and scheduled flying Days.

If a Cabin Crew Member is awarded a Mixed Block the following proration will apply with regard to maximum days scheduled to work:

- i) One (1) to nine (9) days of Reserve will be built as per Article 22.03.07 c).
- ii) Ten (10) days or more of Reserve will be will be built as per Article 22.03.07 d).

### **22.03.08 PREFERENTIAL DAY OFF**

- a) Preferential Days Off (PDOs) allow a Cabin Crew Member the ability to obtain time off for a calendar event that is unique to the individual Cabin Crew Member, and which supersedes a regular DO request.
- b) A Cabin Crew Member shall be entitled to receive two (2) PDOs per calendar year. The Cabin Crew Member may request up to a maximum of one (1) PDO in a single month.
- c) PDOs are not in addition to the regular DOs allotted to each block.
- d) The Cabin Crew Member shall indicate their desire to use PDOs on their Preferential Bid Form.
- e) PDOs may be awarded, if available, regardless of the Cabin Crew Member's seniority. Vacation and VCs shall be awarded prior to PDOs.
- f) Where two (2) or more Cabin Crew from the same Base request the same PDOs on the same date, the award if available, will be assigned by seniority.
- g) No PDOs will be allocated from December fifteenth (15<sup>th</sup>) of one year and January fifteenth (15<sup>th</sup>) of the following year.
- h) Cabin Crew who have been awarded PDOs may not subsequently cancel, shift trade or change their request.
- i) If a Cabin Crew Member does not take advantage of the provisions of this Section in any given year, the unused PDOs cannot be carried forward to the following year.

### **22.03.09 REPLACEMENT OF A DAY OFF**

- a) Where a Cabin Crew Member loses a Day Off in any Month, it shall be replaced at the earliest possible time but no later than thirty (30) Days from said Day Off and the Cabin Crew Member will be advised by Company e-mail. The replacement Day may be a Reserve Day, NDG Days, or a scheduled Flight Day subject to operational requirements and the Cabin Crew Member's mutual agreement. Such Day shall be paid in accordance with Article 7.01.

- b)
  - i) Where a Day Off lost is one of the required forty-eight (48) hour periods referred to in Article 22.03.07 a), such replacement Day must be scheduled to provide for a period of not less than forty-eight (48) hours free from duty unless the Cabin Crew Member opts to waive their right to the forty-eight (48) hour rest period.
  - ii) Where a Cabin Crew Member loses an Inviolate Day as referred to in Article 22.03.07 d) and e), due to a late inbound Flight or irregular operation, such replacement day must be rescheduled at the end of the remaining Inviolate Days.
- c) The foregoing is not applicable where Open Flying is awarded.

### **22.03.10 SECTORS**

The maximum number of scheduled sectors during any twenty-four (24) hour period will be limited to eight (8).

### **22.03.11 BLOCKING COMMITTEE**

- a) In its advisory capacity, the Union Blocking Committee's objective will be to make recommendations to the Company in order to maximize Block/Pairing building efficiencies. This will also include recommendations and concerns brought forward by Cabin Crew regarding hotel accommodations and transportation.
- b) The Union will provide the Company with the names of their Blocking Committee Chairperson(s) and Committee Members (if applicable), for each Base.
- c) Once the bid package has been distributed to all Cabin Crew, the Union Blocking Committee shall advise the Company of any errors or omissions.
- d) The Company shall provide the Union with a copy of all proposed and actual Blocks upon the completion of each Month.
- e) The Union Blocking Committee shall provide the Company with recommendations for improving the Blocks for subsequent Months.

## **22.04 BLOCK BIDDING AND AWARDING**

### **22.04.01 BLOCK AWARDS**

CUPE seniority, as set out in this Agreement, will govern the awarding of Blocks.

## **22.04.02 BLOCK BUILDING PROCESS**

All Cabin Crew eligible to hold a Block for the following Month will be permitted to submit a Preferential Bid Form no later than 23:59 Local Time on the 15<sup>th</sup> of the Month prior.

Crew Planning working with the Union Blocking Committee, will build individual Blocks for each Cabin Crew Member taking into consideration their preferences listed on their Preferential Bid Form and in accordance with CUPE seniority.

At Bases that require Cabin Leads, Crew Planning working with the Union Blocking Committee will, during the Block building process, determine the number of Reserve Blocks that require Cabin Lead qualification.

Crew Planning will make all reasonable efforts to honour the preferences indicated on the Cabin Crew Member's Preferential Bid Form. Preferences must be written on the approved Preferential Bid Form. The Company retains the sole right to assign Flights to ensure all flights are covered in accordance with Article 22.01. Blocks must be built legally as per the Block Rules contained in this Collective Agreement.

During the Block Building process, Crew Planning working with the Union Blocking Committee shall assign a Cabin Lead for each Flight/Flight Pairing as required, based on CUPE Seniority subject to qualifications and preferences as identified on the Preferential Bid Form.

The Union and the Company agree that all known flying shall reflect realistic Flight times/credit hours.

## **22.04.03 BID**

Cabin Crew shall submit bids in writing, before the closing date and time, via email, Company digital application, or dedicated facsimile number to Crew Planning. The Company facsimile machines and computers may be used for this purpose. Telephone bids will not be accepted.

## **22.04.04 BID BY PROXY AND DEFAULT BID**

Cabin Crew are able to submit a default bid to the Company to be held on file and used as required in circumstances where they may miss the bid deadline, as in Article 22.04.09.

A Cabin Crew Member who is absent during the bid period may authorize another person to submit a written bid on their behalf. The proxy bid will be signed by the proxy bidder and shall be binding.

#### **22.04.05 JOINT BID**

Two (2) Cabin Crew Members may opt to submit a joint bid for a flying Block. The senior Cabin Crew Member agrees to forfeit their seniority rights and shall maintain the junior bidding slot for that Month's bidding period. When awarding the Blocks the senior Cabin Crew Member shall be blocked before the junior Cabin Crew Member, at the junior Cabin Crew Member's seniority

#### **22.04.06 MIRROR BID**

When two (2) Cabin Crew Members wish to have common Flights and/or Days off, the senior and junior Cabin Crew Members must indicate on their bids who they wish to follow. The senior Cabin Crew Member will not forfeit her seniority, and the junior Cabin Crew Member shall be given whichever Days off and/or Flights that are commonly available. This also applies to Reserve Blockholders.

Both Cabin Crew Members must give consent on their respective bid sheets.

#### **22.04.07 RETURN TO DUTY**

- a) Where a Cabin Crew Member is returning from short term disability, long term disability, workers' compensation, maternity/parental leave, or early from any leave of absence, they must notify their supervisor of their intention to return to Flying duties the next Month.

For those who require medical clearance, they must provide it prior to the Bid Deadline in order to be eligible to submit a Bid. In all cases, it must be provided prior to being built a Block.

Where a Cabin Crew Member notifies the Company, or provides required medical clearance, after the bid deadline, they shall be assigned a Block. In Months where there is more than one (1) Cabin Crew Member affected by such, seniority shall govern when assigning these Blocks. Cabin Crew preferences will be taken into consideration when assigning the Blocks.

- b) Where training is required prior to the Cabin Crew Member returning to work, this will be administered as per Article 12.11 b). Where by the Company cannot offer such training immediately following the Cabin Crew Member's return, they will make every effort to schedule such training as soon as possible. During such waiting period the Cabin Crew Member will be at no loss of pay however, will not be able to bid for Flight/Flight Pairings for the period preceding such training.
- c) Where new Cabin Crew are hired after the bid deadline and are undertaking Flight duties, they shall be built a Block.

- d) Prior to building Blocks as in a) and c) above, all available Flying will be placed in Open for a period of forty-eight (48) hours. During this time the new Cabin Crew or the Cabin Crew Member returning to duty may be assigned to Reserve until a Block can be built.
- e) When a class of new hire Cabin Crew are scheduled to start flying mid-Block, the Company will notify all Cabin Crew via a memo prior to the bid deadline. Since the Blocks will be built before the new hires are qualified, all known flying will be scheduled using only the existing Cabin Crew. New hires will then be assigned a schedule based on their anticipated qualification date, but those schedules will not result in the rebuilding of schedules for more senior Cabin Crew.

#### **22.04.08 ERRORS**

Errors discovered after the Blocks are published, distributed and/or awarded will be corrected no later than 23:59 Local Time twenty-sixth (26<sup>th</sup>) in a manner consistent with this Agreement. Affected Cabin Crew shall be notified as soon as possible after the error is corrected.

#### **22.04.09 LATE BID**

- a) A Cabin Crew Member who fails to submit a bid by the bid deadline shall be blocked as follows:
  - i) A bid submitted after a bid deadline shall be accepted but shall not be considered until all bids submitted before the deadline have been exhausted, however;
  - ii) A Cabin Crew Member who has submitted a default bid shall be considered to have met the bid deadline and shall be built a block accordingly, using solely the default bid.
- b) A Cabin Crew Member who submits an invalid bid or does not have default bid on file shall be built a Block. These Blocks will be built after all valid bids have been considered. Should more than one Cabin Crew Member submit an invalid bid, their blocks will be built in Seniority order.

#### **22.04.10 BLOCK DISTRIBUTION**

Distribution of the Blocks shall occur as soon as possible but no later than 23:59 Local Time on the 22<sup>nd</sup> of each Month.

#### **22.04.11 AWARD POSTING**

Block awards will be distributed via e-mail. Block awards shall be faxed to Cabin Crew away on Company business upon request.

## 22.04.12 PRORATION FOR PART MONTHS

### a) Flying Blocks

| <b>Days Available</b> | <b>MMG</b> | <b>Maximum Scheduled Days</b> | <b>Overtime Threshold</b> |
|-----------------------|------------|-------------------------------|---------------------------|
| 1                     | 2.5        | 1                             | 4.0                       |
| 2                     | 5.0        | 2                             | 6.0                       |
| 3                     | 8.0        | 2                             | 9.0                       |
| 4                     | 10.5       | 3                             | 12.0                      |
| 5                     | 13.0       | 3                             | 15.0                      |
| 6                     | 16.0       | 4                             | 18.0                      |
| 7                     | 18.5       | 5                             | 21.0                      |
| 8                     | 21.0       | 5                             | 24.0                      |
| 9                     | 24.0       | 6                             | 27.0                      |
| 10                    | 26.5       | 6                             | 30.0                      |
| 11                    | 29.0       | 7                             | 33.0                      |
| 12                    | 32.0       | 8                             | 36.0                      |
| 13                    | 34.5       | 8                             | 39.0                      |
| 14                    | 37.0       | 9                             | 42.0                      |
| 15                    | 40.0       | 9                             | 45.0                      |
| 16                    | 42.5       | 10                            | 48.0                      |
| 17                    | 45.0       | 11                            | 51.0                      |
| 18                    | 48.0       | 11                            | 54.0                      |
| 19                    | 50.5       | 12                            | 57.0                      |
| 20                    | 53.0       | 12                            | 60.0                      |
| 21                    | 56.0       | 13                            | 63.0                      |
| 22                    | 58.5       | 14                            | 66.0                      |
| 23                    | 61.0       | 14                            | 69.0                      |
| 24                    | 64.0       | 15                            | 72.0                      |
| 25                    | 66.5       | 15                            | 75.0                      |
| 26                    | 69.0       | 16                            | 78.0                      |
| 27                    | 72.0       | 17                            | 81.0                      |
| 28                    | 74.5       | 17                            | 84.0                      |
| 29                    | 77.0       | 18                            | 87.0                      |
| 30                    | 80.0       | 18                            | 90.0                      |
| 31                    | 80.0       | 18                            | 90.0                      |

**b) Reserve Blocks**

| <b>Days Available</b> | <b>MMG</b> | <b>Maximum Scheduled Days</b> | <b>Inviolate Days</b> | <b>Overtime Threshold</b> |
|-----------------------|------------|-------------------------------|-----------------------|---------------------------|
| 1                     | 2.5        | 1                             | 0                     | 4.0                       |
| 2                     | 5.0        | 2                             | 0                     | 6.0                       |
| 3                     | 8.0        | 2                             | 1                     | 9.0                       |
| 4                     | 10.5       | 3                             | 1                     | 12.0                      |
| 5                     | 13.0       | 3                             | 1                     | 15.0                      |
| 6                     | 16.0       | 4                             | 1                     | 18.0                      |
| 7                     | 18.5       | 4                             | 1                     | 21.0                      |
| 8                     | 21.0       | 5                             | 2                     | 24.0                      |
| 9                     | 24.0       | 6                             | 2                     | 27.0                      |
| 10                    | 26.5       | 6                             | 2                     | 30.0                      |
| 11                    | 29.0       | 7                             | 2                     | 33.0                      |
| 12                    | 32.0       | 7                             | 2                     | 36.0                      |
| 13                    | 34.5       | 8                             | 3                     | 39.0                      |
| 14                    | 37.0       | 8                             | 3                     | 42.0                      |
| 15                    | 40.0       | 9                             | 3                     | 45.0                      |
| 16                    | 42.5       | 10                            | 3                     | 48.0                      |
| 17                    | 45.0       | 10                            | 3                     | 51.0                      |
| 18                    | 48.0       | 11                            | 4                     | 54.0                      |
| 19                    | 50.5       | 11                            | 4                     | 57.0                      |
| 20                    | 53.0       | 12                            | 4                     | 60.0                      |
| 21                    | 56.0       | 12                            | 4                     | 63.0                      |
| 22                    | 58.5       | 13                            | 4                     | 66.0                      |
| 23                    | 61.0       | 14                            | 5                     | 69.0                      |
| 24                    | 64.0       | 14                            | 5                     | 72.0                      |
| 25                    | 66.5       | 15                            | 5                     | 75.0                      |
| 26                    | 69.0       | 15                            | 5                     | 78.0                      |
| 27                    | 72.0       | 16                            | 5                     | 81.0                      |
| 28                    | 74.5       | 16                            | 6                     | 84.0                      |
| 29                    | 77.0       | 17                            | 6                     | 87.0                      |
| 30                    | 80.0       | 17                            | 6                     | 90.0                      |
| 31                    | 80.0       | 17                            | 6                     | 90.0                      |

**Note:**

Vacation and statutory holidays are considered available days for the purpose of this chart.

**22.04.13 PAIRING OVERLAP**

Where a Pairing operating through the end of one Month into the beginning of the next Month is disrupted by the application of these Block Rules, the assignment of the overlapping Pairing shall be allocated by Crew Planning in a

manner least disruptive to Company operations. The Cabin Crew Member shall be subject to reassignment as per Article 22.09.

## **22.05 DRAFT PROCEDURES**

Both Canadian North and the Union are committed to not cancelling flights due to lack of flight crew. In keeping with this commitment, a draft shall only be utilized after exhausting all other steps of the Order of Flight Assignment as per Article 22.12.01.

### **22.05.01 DRAFT DEFINITION**

#### **a) INVOLUNTARY DRAFT**

The involuntary assignment of a Cabin Crew Member to duty on a DO or NDG Day. A Cabin Crew Member may be drafted on a NDG Day, but such draft is not subject to draft pay. A draft can take place no earlier than 1700 hours the Day prior to a Day Off unless such draft is the result of a call-out to operate a Pairing. Should there be a need to draft before 1700 hours, the Company will receive approval from the Union.

#### **b) VOLUNTARY DRAFT**

Cabin Crew (including Casual Cabin Crew holding a Block) may bid for voluntary draft indicated in the open flying list or for open flights that may come available in the future. This bid may be for a month or part thereof. The Company shall maintain a voluntary draft list. Once awarded Cabin Crew shall be deemed to be scheduled on the flight.

Should a Cabin Crew Member be on duty during the award period they shall be required to email Crew Scheduling and provide confirmation of acceptance for any draft that may be awarded during their duty period. Should the Cabin Crew Member choose not to provide Crew Scheduling with a confirmation of acceptance prior to their duty period (day of assignment), Crew Scheduling will move to the next most senior Crew Member on the Voluntary draft list.

### **22.05.02 DRAFT SEQUENCE**

- a) Cabin Crew on the Voluntary Draft List in order of CUPE seniority (Base).**
- b) Cabin Crew in order of CUPE seniority (Base), on a NDG Day.**
- c) Cabin Crew in order of CUPE seniority (Base) on a DO; Cabin Crew Members shall not be involuntarily drafted on a DO more than six (6) times in a calendar year unless mutually agreed, not inclusive of Article 22.05.04 b) ii.**

### **22.05.03 DRAFT COMPULSORY**

A Cabin Crew Member shall not refuse a draft for reasons of personal convenience.

The Company shall be responsible to provide transportation to and from the airport at the Cabin Crew Member's request, or the Cabin Crew Member may elect to claim transportation allowance as per Article 8.05.

### **22.05.04 REPAYMENT OF DAYS OFF AND CREDITS**

- a) Where Cabin Crew are drafted on a DO with a return Flight on a DO both Days shall be repaid as per Article 22.03.09 and Cabin Crew shall receive draft pay as per Article 7.04 for all credits earned for both Days.
- b)
  - i) Where Cabin Crew on Reserve operate a Flight that returns on a DO(s), Cabin Crew shall have the DO(s) repaid as per Article 22.03.09 and shall receive draft pay as per Article 7.04 for all credits earned on the DO(s).
  - ii) Where Cabin Crew on Reserve operate a Flight that returns on an Inviolate Day(s) (due to unforeseen circumstances - weather, mechanical, etc.), Cabin Crew shall have the Inviolate Day(s) repaid as per Article 22.03.09 and shall receive draft pay as per Article 7.04 for all credits earned on the originally scheduled Inviolate Day(s).
- c) Where Cabin Crew are operating a Flight that was scheduled to return without interfering with DOs and the Flight is subsequently delayed causing the Flight to operate into a DO, this shall not be considered a draft and the DO shall be repaid as per Article 22.03.09.
- d) A Cabin Crew Member will not be drafted on a VGD or a PDO consecutive with vacation or a Vacation Day, unless the Cabin Crew Member agrees to accept the draft.

Note: For the purpose of clarity, this clause shall not prevent the Company from exercising Article 9.14.

### **22.05.05 MONTHLY ACTIVITY RECORDS – DRAFT**

At the end of each Month the Company shall supply the Union with a record of all cases in which Cabin Crew were drafted. The number of instances of involuntary draft shall be a standing agenda item at the Union-Management meetings for the duration of this collective agreement.

## **22.06 DUTY PERIOD**

### **22.06.01 DUTY PERIODS**

A duty period shall commence with a check-in of sixty (60) minutes prior to scheduled departure/deadhead at all Bases, however, may be altered with the provisions provided within this collective agreement.

Altered check-ins may be required as follows:

- i) 75 minutes for aircraft ground repositioning; or
- ii) 90 minutes for International/Transborder deadheads or when customs pre-clearance is required; or
- iii) 90 minutes when performing Transitional or International Security Checks.

In all other cases, the Union must be consulted and agree to any related change or deviation from the normal check-in time, except as provided for in this section.

When away from home Base, the Captain has the discretion to adjust the check-in time for the entire crew but must ensure that all pre-flight duties can be completed within the adjusted check-in time.

- a) Unless otherwise provided within this collective agreement, a duty period shall continue until:
  - i) Fifteen (15) minutes after ramp arrival of the Flight operated or Deadheaded or thirty (30) minutes where customs clearance is required; or
  - ii) The last passenger has disembarked the aircraft or the completion of a mandatory crew debriefing whichever comes last, at which time the Company must be notified of extended duty period; or
  - iii) Actual arrival at the airport or hotel in the case of a Deadhead by surface transportation.
- b) Due to a late inbound arrival causing insufficient Crew Rest by fifteen (15) minutes or less, the show time for the next Day's departure will automatically be adjusted to allow for legal Crew Rest however, duty will be credited as initially scheduled.

In cases where the late inbound arrival has more than a fifteen (15) minute impact, the following will apply:

- i) At home Base, the Cabin Crew will automatically be removed from the next Day's pairing and be placed onto Reserve Length of Pairing subject to Article 22.07.01 a) i) \*.
- ii) Away from home Base, the check-in for the next Day's departure will automatically be adjusted to allow for required Crew Rest as per Article 22.07.01 a) ii).
- c) At home Base, Cabin Crew shall not be scheduled or required to report for a duty period more than once per calendar Day, excluding deadheading. This rule does not apply to more than one check-in within the same pairing.

#### **22.06.02 MAXIMUM DUTY PERIOD**

- a) The maximum scheduled duty period shall be fourteen (14) hours.
- b) When a Cabin Crew Member is likely to exceed fourteen (14) hours due to unforeseen circumstances (i.e.: weather, mechanical, etc.) Cabin Crew shall be replaced at stations where Cabin Crew are available if a Pilot is replaced.
- c) The maximum duty period shall be seventeen (17) hours. Cabin Crew Members shall not work in excess of this limitation unless as stipulated in Article 22.06.02 d).
- d) The duty period in a) and c) may be extended by mutual agreement in order to Deadhead a Cabin Crew Member home after a Flight.

#### **22.06.03 DUTY DAY EXTENSION**

- a) At the discretion of the Company, a Cabin Crew Member's duty day may be extended by a period of three (3) hours subject to the following conditions:
  - i) Must not exceed more than three (3) hours past the Cabin Crew Member's original check-out time.
  - ii) If mutually agreed between the Company and the Cabin Crew Member, any subsequently assigned flying for that Day may end later than the three (3) hour window.
- b) Notwithstanding, the above, a Cabin Crew Member may be extended beyond a period of three (3) consecutive hours to a maximum of five (5) consecutive hours up to three (3) times per calendar year subject to the following conditions:

- i) Must not exceed five (5) hours past the Cabin Crew Member's original check-out time.
- ii) If mutually agreed between the Company and the Cabin Crew Member, any subsequently assigned flying for that calendar day may be later than the five (5) hour window.

A Cabin Crew Member who exceeds the maximum duty period, as defined in Article 22.06.02 d), upon returning to their home Base may request from Crew Scheduling either a taxi/rideshare home and a taxi/rideshare back to the airport the next day in order to pick up their vehicle, or a hotel room at the Company's expense in which to overnight. In the case of a taxi/rideshare, the Cabin Crew Member shall submit an expense claim, with receipt(s), and shall be reimbursed in accordance with Article 8.05 to a maximum of one-hundred and thirty dollars (\$130.00) per excess duty event. In case of a hotel, Cabin Crew Member's shall receive their home Base crew rest as per Article 22.07.01 a) i).

#### **22.06.04 REVISION IN CHECK-IN TIME (DUE TO LATER DEPARTURE)**

Notwithstanding scheduled changes to departure times as per Article 22.03.05 c) ii), where a delay is anticipated in a Flight/Flight Pairing, Cabin Crew will be notified and the following will apply:

- i) When a Cabin Crew Member is notified before leaving their rest facility, the beginning of the duty period is delayed according to the new Flight departure time or the Deadhead to which they were assigned, up to a maximum of three (3) hours. Should the delay exceed three (3) hours, the duty period is considered to have started three (3) hours after the initial time, which the Cabin Crew Member was to report for duty. In either case the duty period must not exceed the language set out in Article 22.06.02.
- ii) When a Cabin Crew Member reports for duty without having been notified of the delay, the duty period shall begin at the original time at which they were to report for duty. In this case, the duty period must not exceed the language set out Article 22.06.02.

#### **22.06.05 BOOK OFF PROCEDURE**

When booking off, a Cabin Crew Member shall contact Crew Scheduling as soon as possible.

#### **22.07 REST PERIODS**

##### **22.07.01 MINIMUM DURATION**

- a) Rest Periods shall be time free from duty and shall be of the following minimum duration:

- i) Home Base \* Twelve (12) hours
- ii) Away from home Base Ten (10) hours

\*Minimum Rest Period may be reduced to ten (10) hours at home Base when requested by the Company, provided:

- i) The Cabin Crew Member is in agreement;
  - ii) The Company provides accommodation; and
  - iii) Per Diem as per Article 8.02 shall apply.
- b) Where accommodations are provided by the Company, a Rest Period shall not begin until Cabin Crew have key in hand at hotel or staff housing facilities. Should Cabin Crew incur a delay receiving their key resulting in delay to the scheduled start time of Crew Rest, they shall notify Crew Scheduling.

Rest Periods will be administered in accordance with this Collective Agreement including Appendices.

**22.07.02 INTERRUPTION**

Should a minimum Rest Period, as noted in Article 22.07.01, be inadvertently interrupted, a Cabin Crew Member shall advise Crew Scheduling and their subsequent check-in time will be adjusted to allow for the required minimum Rest Period following the interruption.

Should the Company interrupt a Cabin Crew Member's crew rest, the rest period shall be reset and the Cabin Crew Member shall not report for duty until they have completed a full, uninterrupted, rest period.

**22.07.03 CREW REST FACILITIES**

The following facilities will be provided for crew rest while on layovers:

- a) LAYOVERS WHERE LEGAL CREW REST CANNOT BE PROVIDED:

|                                     |   |
|-------------------------------------|---|
| <b>Up to 4 hours and 59 minutes</b> | No specific facilities  |
| <b>5 hours or more</b>              | A single occupant accommodation where local facilities exist* |

A scheduled on-duty layover period shall be from ramp/airport arrival to scheduled departure.

\*The Company will make all reasonable efforts to source single occupant accommodations.

b) LAYOVERS WHERE LEGAL CREW REST IS PROVIDED:

Single occupancy hotel room paid for by the Company, where local facilities exist. Such accommodation shall have a secondary lock, be subject to a minimal level of noise, be well ventilated and have facilities to control the levels of temperature and light. Where such a room is not available, an accommodation that is suitable for the site and season, is subject to a minimal level of noise and provides adequate comfort and protection from the elements. Wi-Fi internet access at hotels will be authorized in the room, where available. Where feasible, hotels should also have:

- Access to a fitness facility;
- No ground floor rooms;
- Acceptable black out curtains;
- A reasonably accessible restaurant and/or 24-hour room service; and
- Access to a microwave and fridge.

In the case of an ad-hoc charter, the Company shall book a hotel consistent with the level of standards of existing hotels in regular layover locations.

c) For Northern Cabin Crew, the Company may place Cabin Crew in Company staff housing, where local facilities exist. When Company staff housing is not provided or available, Article 22.07.03 a) and b) above will apply.

d) As used in a), b), and c) above, “where local facilities exist” means that the Company will book single hotel rooms for Cabin Crew Members whenever and wherever possible. It is understood that where single rooms are not provided, male and female Cabin Crew Members shall not be expected to share a room with each other or any other Company personnel of the opposite sex.

e) Company staff housing must include all amenities as specified in Article 23.10.

#### **22.07.04 PROVIDING OWN ACCOMMODATION**

When the Company is required to provide a Cabin Crew Member with hotel accommodations for legal crew rest between duty assignments away from their Home Base or operational Base, and the Cabin Crew Member is able to provide their own accommodation, the Company will reimburse the Cabin Crew Member with fifty dollars (\$50.00) per night. This reimbursement will only occur if:

- a) The accommodation has not been arranged in Company provided housing or a related establishment, and
- b) The Cabin Crew Member has notified Crew Scheduling of their intent to provide their own accommodation prior to the hotel being booked; or
- c) In the event that the room has already been booked by Crew Scheduling, that the Cabin Crew Member provide written proof to Crew Scheduling that the room was cancelled by the Cabin Crew Member and that no cost is incurred to the Company.

Cabin Crew shall be responsible to provide Crew Scheduling with all applicable contact information at the alternate accommodation. Cabin Crew shall be responsible to cover the costs for all transportation and associated expenses to and from their work assignment. Cabin Crew shall submit an expense report in order to receive the reimbursement.

## **22.07.05 NOCTURNAL FLYING**

Any pairings starting or operating through the hours 23:00 and 03:00 Local Time (city of departure) will be considered Nocturnal Flying and scheduled to a maximum of five (5) sectors.

In the event of a check-in occurring between or operating through the hours of 23:00 and 03:00 Local Time (Cabin Crew home Base inside forty-eight (48) hours or city of departure at forty-eight (48) hours or greater), the minimum subsequent rest period will be increased as follows:

- fourteen (14) hours at home Base;
- eleven (11) hours away from Base; or
- ten (10) hours for a deadhead out where Cabin Crew are assigned no other duty for that day.

In the event of crews being scheduled for multi-night pairings they will receive a minimum of thirty (30) hours off after arrival at their home Base.

Example: (all times local)

Mon Morning: Deadhead to YWG

Mon Evening: Operate YWG–YYT–YOW–YWG (depart 2310; arrive 1045)

Wed Morning: Operate YWG–YDF–YYT–YOW–YWG (depart 0020; arrive 1245)

Thurs Morning: Deadhead to YEG (arrive 0730)

The next available check in time will be on Friday afternoon at 1330.

If a pairing requires a deadhead into a location followed by a rest period for nocturnal flying, then that rest period shall be scheduled at not less than twelve (12) hours.

## **22.08 OPEN FLYING**

### **22.08.01 DEFINITIONS**

- a) "Open Flying" is as defined in Article 1.25.
- b) Open Flying may be used to Make-Up Personal Wellness Days as per Article 10.05.
- c) Open Flying may be used to Make-Up Vacation Days as per Article 9.15.

### **22.08.02 NOTIFICATION**

Crew Scheduling shall maintain a current list of Open Flights/Flight Pairings. Updates will be distributed via Company e-mail when available.

### **22.08.03 BIDDING FOR OPEN FLYING**

Cabin Crew may bid for Open Flights/Flight Pairings indicated in the Open Flying e-mail or may place their name in Open Flying on any of their DOs or NDG Day for Flights/Flight Pairings that may become available. This includes Shift Trading with Open Flights as per Article 22.11. Cabin Crew may indicate their Open Flight preference(s) on their bid and thus shall only be assigned to the Flight preference(s) indicated.

### **22.08.04 COMMITMENT**

When submitting their names for Open Flying, Cabin Crew may specify Flights/Flight Pairings they wish to operate. Should a Flight/Flight Pairing other than those listed on the Cabin Crew Member's e-mail require crewing, they shall have the right to decline.

For clarity, the following order of Open Flying assignment in order of CUPE Seniority will apply:

- i) Cabin Crew who have listed any specific Flights/Flight Pairings or all Flights in their open flying request. Once a Cabin Crew Member has been contacted and they have acknowledged the assignment, the Flight/Flight Pairing is deemed to be accepted and therefore scheduled.
- ii) Cabin Crew who have listed Flights/Flight Pairings other than that for which Crew Scheduling is calling to assign (these Cabin Crew are not obligated to accept the assignment).

If Flights/Flight Pairings assigned as of result of open are lost, Cabin Crew shall not be reassigned as per Article 22.09, Cabin Crew may request other open flying at this point.

#### **22.08.05 ELIGIBILITY**

Cabin Crew (including Casual Cabin Crew holding a Block) shall be eligible to bid for Open Flying when:

- a) They will have had the necessary Rest Period as per Article 22.07.01;
- b) They will be legal to operate their next Flight, Flight Pairing, or Reserve;
- c) They will have the necessary Day(s) Off and/or NDG Day(s) to operate the Flight or Flight Pairing; and
- d) They have the necessary qualifications.

#### **22.08.06 AWARDS**

- a) Open Flight/Flight Pairings shall be posted in open for a period of not less than forty-eight (48) hours. Once the forty-eight (48) hour bid period has elapsed the flight may be awarded either to a Cabin Crew Member in open flying or by shift trading with an open flight. In either case, as long as the criteria is met as per Article 22.08.05 and Article 22.11.03 the most senior Cabin Crew Member will be awarded. This award will not be unreasonably withheld.
- b) Should no Cabin Crew Member bid on the pairing inside of the forty-eight (48) hour bid period the pairing will remain in open and may be awarded to the first Crew Member that accepts the pairing. This award will not be unreasonably withheld.
- c) At the point where the forty-eight (48) hour bid period cannot be adhered to, the flight will be assigned as per Article 22.12. This includes cases where Open Flight/Flight Pairing bids and awards need to close earlier due to special circumstances such as the requirements for ticket processing, documentation, etc.

In the case where a Flight/Flight Pairing becomes available in a period of less than forty-eight (48) hours as stipulated herein, and the pairing has not already been assigned as per Article 22.12, and a Cabin Crew Member wishes to Shift Trade a different Flight/Flight Pairing on the same day, they may do so. The originally scheduled dropped Flight/Flight Pairing will be dealt with in accordance with Article 22.12.

- d) When the award is taking place, Crew Scheduling will call the Cabin Crew Member's primary contact number once and if there is no answer, they will leave a message (voicemail enabled phones), and if available will call an alternate number as designated by the Cabin Crew Member. If Crew Scheduling is not able to immediately reach the Cabin Crew Member, they shall have fifteen (15) minutes to return the call(s). After the fifteen (15) minutes have elapsed, Crew Scheduling may move to the next person. AIMS will track the logs of these calls.
- e) If in the case the Cabin Crew Member is on duty at the time the assignment award is to take place, Crew Scheduling will either:
  - i) Delay the assignment till that Crew Member is off duty; or
  - ii) Contact the affected Crew Member via the aircraft satellite phone or any other aircraft communications system.
- f) Unless a Cabin Crew Member who is booked off has booked back on or has advised Crew Scheduling prior to 1700 hours the Day before their scheduled Flight to hold their Flight until 1900 hours, it will be considered an Open Flight and the Cabin Crew Member will have no claim to the Flight.

#### **22.08.07 SENIORITY**

Cabin Crew who bid Open Flying shall be awarded a Flight/Flight Pairing(s) in order of CUPE seniority, and in accordance with this Article and Article 22.12.01.

#### **22.08.08 AVAILABILITY**

Cabin Crew may call Crew Scheduling to query Open Flights/Flight Pairings and fax or email their bid for Open Flights/Flight Pairings they desire.

#### **22.08.09 CREDITS**

- a) Cabin Crew awarded Open Flying shall be paid their applicable rate of pay for all credits earned. These credits will be paid as per Article 7.01. If any of these awarded Open Flight hours are above the overtime threshold, they shall be paid at the overtime rate as per Article 6.04.
- b) Cabin Crew awarded Open Flying for the purposes of Make-up of personal wellness days as per Article 22.08.06 shall have their personal wellness days credited with one (1) Day for each Day their awarded Open Flying. In the case of a multi-day pairing, the Cabin Crew must specify which Day(s) is to be awarded to their personal wellness days.

- c) Cabin Crew awarded Open Flying on a DO, regardless of the overtime threshold, shall receive overtime pay for all credit hours earned on the DO in accordance with Article 6.04, provided they reach the MMG by the end of the Month.

## **22.09 REASSIGNMENT**

### **22.09.01 REMOVAL FROM FLIGHT**

A Cabin Crew Member may be removed from a Flight at Company request for the following reasons:

- a) To attend Training
- b) To allow another Cabin Crew Member to replace them for the purposes of establishing competency, or because of specific, required qualifications, or
- c) To reduce crew; offer of removal will be done in order of CUPE seniority, subject to the requirements for a Cabin Lead.

### **22.09.02 LOSS OF FLIGHT**

A Cabin Crew Member who loses a Flight/Flight Pairing or other duty prior to check-in must be reassigned as per Article 22.09.03.

A Cabin Crew Member who reports for a Flight/Flight Pairing that does not operate, or who reports for any other duty that is cancelled, must be reassigned immediately, otherwise they will not be subject to further duty on that Day and will be paid as per Article 7.01. Any days that follow such cancellation as mentioned herein in a multi-day pairing are subject to Article 22.09.03.

### **22.09.03 REASSIGNMENT**

A Cabin Crew Member who loses or is removed from a Blocked or assigned Flight/Flight Pairing, must be reassigned immediately to one of the following, and shall be paid the greater of the reassignment or the originally scheduled Flight/Flight Pairing:

- i) To a Flight/Flight Pairing on the originally scheduled Day, and if at home Base the subsequently assigned flying cannot be scheduled to return later than three (3) hours past the Cabin Crew Member's original check out time subject to Article 22.06.02;
- ii) To Reserve Length of Pairing (RLP) as per Article 22.10.08;
- iii) To a Flight/Flight Pairing anytime during the Block Period on a NDG Day.

#### **22.09.04 LOSS OF BLOCKED FLIGHT – OVERLAP**

A Cabin Crew Member who loses a Blocked Flight due to Block overlap, will be subject to reassignment on the originally scheduled Day and shall be paid the greater of the reassignment or the originally scheduled Flight/Flight Pairing.

#### **22.09.05 MAKE UP FLIGHT**

While operating a multi-day pairing, away from Base, the loss of a Flight or failure of a Flight to complete its scheduled service, may result in a replacement Flight or added sectors/legs being assigned at any time during the same Pairing, provided that the pairing ends on the Day that it was originally scheduled to end, although arrival time at home Base may differ. This will be considered reassignment as per Article 22.09. Flight credits shall be paid for the originally scheduled Flight and the reassignment.

Cabin Crew may contact their supervisor to discuss such reassignment during their multiday pairing. Should there be an issue with the reassignment causing the Crew Member to arrive more than five (5) hours later than the original scheduled arrival at home Base, the Cabin Crew Member may request to be released from the reassigned Flight in order to tend to their personal obligations. Such request shall not be unreasonably denied. In this case the affected Cabin Crew Member will not receive the pay for the reassignment.

#### **22.09.06 DEADHEAD UPGRADE**

A Cabin Crew Member scheduled to Deadhead may be reassigned to operate their Deadhead Flight or a Flight operating on the same Day to their scheduled Deadhead destination. Only when Article 22.12 cannot be used for reasons beyond the Company's control or when the use of Article 22.12 will affect the scheduled departure of the Flight, Crew Scheduling shall offer the Flight in order of CUPE seniority. If the Cabin Crew Member with the most seniority refuses the reassignment, the Cabin Crew Member with the least seniority shall be assigned, subject to the requirements for a Cabin Lead.

#### **22.10 RESERVE**

##### **22.10.01 AVAILABLE FLIGHTS/FLIGHT PAIRINGS**

Cabin Crew on a Reserve Day may be assigned to cover any uncrewed Flight/Flight Pairings as per Article 22.12.

##### **22.10.02 COMMITMENT**

Cabin Crew on a Reserve Day shall be on call for the time as indicated on their schedule(s) and available as per Article 22.10.07 and must be reachable by

Crew Scheduling. Crew Scheduling will call the Cabin Crew Member's primary contact number and if not contacted, the Cabin Crew Member's designated alternate number. If they are not contacted, such calls may be made again during the following fifteen (15) minutes. If they are not able to be reached, at the fifteen (15) minute deadline, a final call will be made to the Cabin Crew Member's primary contact number. If at this time, they are still not contacted, their Supervisor shall be notified, and they may be deemed unavailable.

The Cabin Crew Member may also be contacted the Day before the start of their reserve duty for any assignment the following Day. Such assignment must occur in sufficient time so that the Cabin Crew Member will have the minimum crew rest prior to their Flight duty the following Day.

### **22.10.03 RESERVE ORDER OF ASSIGNMENT**

Available Flights/Flight Pairings shall be assigned to the Cabin Crew Member (including Casual Cabin Crew holding a Block) with the most seniority at the Base whose schedule will be the least disrupted. However, in order of seniority, Cabin Crew will have the first right of refusal for such assignment(s) provided that a more junior Cabin Crew Member on reserve will not be subject to any greater schedule disruptions.

### **22.10.04 RELEASE**

Crew Scheduling may, subject to operational requirements, grant Cabin Crew on Reserve a release for all or part of a Reserve Day. Cabin Crew shall not be on call or available to the Company for the release period granted. Such request can be made at any time and will not be unreasonably denied. When applied, pay credits will not be affected.

### **22.10.05 NOTICE TO REPORT**

A Cabin Crew Member on Reserve duty shall be given no less than ninety (90) minutes notice prior to check-in. This provision shall in no way deter a Cabin Crew Member from reporting for duty in less than the required time if the Flight is scheduled to depart sooner and if they are able to report sooner. By the same token, no Cabin Crew Member shall be subject to discipline if they are not able to report for duty in less than the required time.

### **22.10.06 ASSIGNMENT CHANGE**

#### **a) Prior to Check-In**

A Flight assignment, made to a Cabin Crew Member on Reserve, may be changed under the provisions of Article 22.09.03 provided the Cabin Crew Member has been notified.

b) After Check-In

A Cabin Crew Member on reserve who reports for a Flight/Flight Pairing or who performs any other duty will not be subject to any further reserve or duty for that day and will be paid as per Article 7.01.

### **22.10.07 RESERVE HOURS**

A Reserve period shall be a maximum of fourteen (14) hours in duration. The time period for each reserve period shall be designated on the schedule.

Where a Cabin Crew Member is notified to report for flying duty after being on Reserve for more than seven (7) hours, the maximum scheduled duty time shall not exceed ten (10) hours.

When a Cabin Crew Member has been assigned a Flight/Flight Pairing which results in insufficient crew rest prior to their next reserve period, their reserve start time will commence at the end of the required crew rest. Their end scheduled reserve time will remain the same. Further, pay credits will not be affected.

Cabin Crew will be provided with a minimum Crew Rest as follows:

- i) Reserve duty to reserve duty – ten (10) hours; or
- ii) Reserve duty to Flight/Flight Pairing or any other Duty – ten (10) hours; or
- iii) Flight/Flight Pairing or any other Duty to Reserve duty – in accordance with Article 22.07.01.

### **22.10.08 RESERVE LENGTH OF PAIRING**

If a Cabin Crew Member's scheduled day of work is cancelled and is placed on Reserve Length of Pairing (RLP), they shall remain on RLP. Any subsequently assigned flying for that day will be subject to the following conditions:

- a) Any subsequently assigned flying may begin up to three (3) hours before the Cabin Crew Member's original check-in time or may continue up to three (3) hours past the Cabin Crew Member's original check-out time (for the purposes of clarity, the total time before and/or after cannot exceed a total of three (3) hours);
- b) If mutually agreed between the Company and the Cabin Crew Member, the new check-in time for any subsequently added flying for that Day may be earlier and the check-out time may be later than the three (3) hour window referred to in a);

- c) For any multi-day pairings that are cancelled, the Company must define in advance all rest periods and work periods during any subsequently assigned flying.

#### **22.10.09 RESERVE – PAIRING REQUIRING DRAFT**

Cabin Crew on Reserve may be drafted to operate into a DO or an Inviolate Day as a result of being called out to operate a Pairing.

In cases where a multi-Day Pairing cannot be covered without drafting a Cabin Crew Member into a DO or an Inviolate Day, Crew Scheduling will group the available Cabin Crew based on the number of required Draft Days. The group with the fewest number of Draft Days will be contacted in order of seniority. Those Cabin Crew will have the first right of refusal for such assignment provided that there is a more junior Cabin Crew Member in the group. For clarity, other than in exceptional circumstances, the only Cabin Crew that will be contacted are those with the least number of Draft Days that will be required.

In no case will a Cabin Crew Member being drafted into an Inviolate day be obligated to accept the Pairing Requiring Draft. Should the most junior Cabin Crew Member contacted refuse the assignment under this provision, the next most junior Cabin Crew Member will be assigned the Pairing.

In all cases, the Cabin Crew Member will receive Draft pay for the DO or Inviolate Day(s). In cases where the Cabin Crew Member agrees to the assignment, on a DO, the Draft will be considered to be Voluntary Draft and the Day(s) will not be replaced. In cases where the Cabin Crew Member agrees to the assignment, on an Inviolate Day, the Draft will be considered to be Voluntary Draft and the Day(s) will be replaced.

In cases where the most junior Cabin Crew Member is contacted for Draft, the Draft will be considered Involuntary and the Day(s) will be replaced as per Article 22.03.08.

#### **22.10.10 MONTHLY ACTIVITY RECORDS**

When requested, the Company shall provide to the Cabin Crew Member their hours to date.

#### **22.11 SHIFT TRADES**

##### **22.11.01 PROCEDURE**

Shift Trades are applicable to trading scheduled Flights and/or Reserve duty.

The request for a Shift Trade, must be submitted to Crew Scheduling:

- i) No later than ninety (90) minutes before the check-in time for the first Flight involved in the trade, or
- ii) No later than sixty (60) minutes before the check-in time for the first Flight involved in the trade, subject to the availability of a crew scheduler, or
- iii) No later than twenty-four (24) hours in advance of the first Day involved in the Shift Trade, where altering hotel and/or travel arrangements are required (i.e.: deadhead flight on other carrier), or
- iv) In the case of Reserve prior to the commencement of the reserve period.

When submitting requests for Shift Trades, Cabin Crew accept responsibility for obtaining adequate rest prior to the accepted shift. Both Cabin Crew affected by the Shift Trade must agree in writing. Crew Scheduling shall approve or reject the request in writing to the affected Cabin Crew. Cabin Crew may check with Crew Scheduling by telephone as to whether their request has been approved or rejected. Where a Shift Trade is denied, the written rejection must include the reason. The affected Cabin Crew may appeal the decision to their supervisor.

Cabin Crew Members shall be permitted to Shift Trade after the release of the monthly Blocks. Approvals of Shift Trade will not be unreasonably withheld.

## **22.11.02 CONDITIONS**

Shift Trades are subject to the following conditions:

- a) Cabin Crew may only request Shift Trades with Blockholders of the same qualifications and Base; and
- b) Shift Trades involving an assigned Cabin Lead shall require that another Cabin Lead-qualified Crew Member be assigned to the Flight being relinquished.

In these cases, the role of Cabin Lead will be assigned to the most senior Cabin Crew Member (that is qualified and has not declined Cabin Lead assignments as part of their monthly bid) amongst the new Crew on the affected Flight(s). Such Shift Trade will not displace an assigned Cabin Lead on either Flight.

Should a Cabin Crew Member Shift Trade onto a Flight/Flight Pairing where all Cabin Crew (including themselves) have declined Cabin Lead assignments as part of their monthly bid and the Cabin Crew Member trading onto the Flight/Flight Pairing is qualified as Cabin Lead, they will need to accept the position of Cabin Lead in order for the Shift Trade to be approved.

- c) The Shift Trades must not affect the Minimum Monthly Guarantee:
  - i) Where both Cabin Crew are below their Minimum Monthly Guarantee (“MMG”), the trade must not place either Cabin Crew Member above their MMG;
  - ii) Where both Cabin Crew are above their MMG, the trade must not place either Cabin Crew Member below their MMG; and
  - iii) Where one (1) Cabin Crew Member is above their MMG and the other Cabin Crew Member is below their MMG, the trade must not result in a Cabin Crew Member dropping below their MMG or further reducing Block hours for Cabin Crew Member already under their MMG.
- d) All expenses will be paid to the Cabin Crew Member who operates the Flight(s); and
- e) The Shift Trade will not interfere with a scheduled Flight/Flight Pairing or Reserve, (excluding Deadheading, when such changes can be made without incurring additional expense); and
 

Deadheading can be impacted in cases where the Deadheads to and from overlap. In those cases, the two pairings will be combined; however, the Cabin Crew Member will only receive credit for one (1) of the Deadheads.
- f) When a Shift Trade itself results in the loss of a Day Off, such Day Off shall not be deemed owing to the Cabin Crew Member; and
- g) Shift Trades will not be unreasonably denied when either of the requesting Cabin Crew is on a personal wellness Day, or are on any other type of leave whereby they hold a partial month’s schedule outside of the leave at the time of the request.

### **22.11.03 SHIFT TRADING WITH OPEN FLIGHTS**

Where a Flight/Flight Pairing becomes available in open flying, Cabin Crew may Shift Trade one of their scheduled Flight/Flight Pairings with the Open Flight as per Article 22.08.

The Flight being traded can occur at any time during the Month provided there is a minimum of thirty-six (36) hours for the scheduled Flight being dropped to be placed in Open Flying. Such Shift Trade will not be unreasonably denied.

### **22.11.04 BLOCK TRADE**

Cabin Crew may request mutual Block trades as follows:

Cabin Crew may trade Blocks with another Cabin Crew Member at their Base. Approval must be received from the Company prior to the first of the Month.

#### **22.11.05 BLOCK TRADING BETWEEN BASES**

##### **a) PROCEDURE**

The request for a Block trade between bases must be submitted to Crew Scheduling:

- i) After the Blocks have been awarded, no later than the twenty-seventh (27<sup>th</sup>) at 23:59 Local Time of the preceding Month.
- ii) Both Cabin Crew affected by the trade must agree in writing. Crew Scheduling shall approve or deny the request in writing to the affected Cabin Crew. Cabin Crew may check with Crew Scheduling by telephone as to whether their request has been approved or denied. Where a Block trade is denied, the written notice must include the reason, and the affected Cabin Crew may appeal the decision to their supervisor.

##### **b) CONDITIONS**

All other provisions of this Collective Agreement shall apply for the duration of such Block trade unless otherwise stated below. Block trades are subject to the following conditions:

- i) If a Block Trade includes an assigned Cabin Lead, Article 22.11.02 b) shall apply;
- ii) Both Cabin Crew Members must be qualified to work all assignments at the new Base (aircraft, language etc.);
- iii) Article 22.11.04 does not apply;
- iv) Block Switches involving Block Overlap may result in an extension to include the Overlap Flight Pairing.
- v) All regular Block expenses (i.e.: per diem) shall be paid to the Cabin Crew Member who operates the Block;
- vi) Neither Block may contain training (unless the required training is in both Blocks), or vacation;
- vii) Open Flying shall be restricted to the Block trade Base for the duration of said Month;
- viii) Cabin Crew shall be responsible making all travel arrangements and assuming all associated costs of travelling to/from and residing at the new Base (ie: airfare, hotel, etc.).

## **22.12 ORDER OF FLIGHT ASSIGNMENT**

### **22.12.01 ORDER OF FLIGHT ASSIGNMENT**

- a) The order of Flight assignment for Cabin Crew shall be as follows:
  - i) Cabin Crew Member Blocked for Flight.
  - ii) Cabin Crew Member subject to Reassignment.
  - iii) Cabin Crew Member in Open Flying.
  - iv) Cabin Crew Member on a Reduced Block in Open Flying.
  - v) Cabin Crew Member on Reserve including a Casual Cabin Crew Member who holds a Block.
  - vi) Voluntary Draft among Cabin Crew.
  - vii) Voluntary Draft among Cabin Crew on a Reduced Block.
  - viii) Involuntary Draft.
  - ix) Involuntary Draft among Cabin Crew on a Reduced Block.
  - x) Casual Cabin Crew Member on Reserve who does not hold a Block.
  - xi) Casual Cabin Crew Member not holding a Block.
- b) When no Cabin Crew are available at a Base, the Company will assign from another Base and follow the above.

The Cabin Crew Member operating as Cabin Lead will be paid as per Article 6.01 b).

### **22.12.02 CABIN LEAD LIST**

The Company shall provide In-charge training to all Cabin Crew within the first twelve (12) months of their employment. The Company reserves the right to restrict Cabin Crew from holding the Cabin Lead position until they have completed twelve (12) months of active service.

The Company shall maintain a list of Cabin Crew who are qualified to be assigned as a Cabin Lead. In the interest of safety, no Cabin Crew Member will be obligated to have their name on the qualified Cabin Lead list.

## **22.13 REMOVAL FROM FLIGHT DUTY**

### **22.13.01 REQUESTED FLIGHT DROP**

Cabin Crew shall be given the right to drop a Flight or Reserve duty once the Cabin Crew Member's Minimum Monthly Guarantee has been achieved.

### **22.13.02 REQUEST SUBMISSION**

A written request must be submitted to Crew Scheduling indicating the Flight, Flights or Reserve duty the Cabin Crew Member wishes to be removed from, no later than thirty-six (36) hours prior.

### **22.13.03 ELIGIBILITY**

Any requested Flight Drop will be subject to Company operations and will not be unreasonably denied.

### **22.13.04 OPEN FLYING**

Crew Scheduling shall place the Flight/Flight Pairing that becomes available due to a removal, into the Open Flying List.

### **22.13.05 APPROVAL**

Crew Scheduling reserves the right to approve or deny all removal requests subject to operational requirements. However, these approvals will not be unreasonably withheld.

### **22.13.06 PAY**

Cabin Crew who have been removed from duty at their own request are not entitled to any pay credits for that removed Flight or duty.

### **22.13.07 APPROVAL PRIORITY**

Where two (2) or more Cabin Crew request removal on the same Day and only one can be awarded removal from duty, as contemplated in this Article, such shall be granted to the Cabin Crew Member with the most seniority.

## **22.14 REDUCED BLOCKS**

### **22.14.01 REDUCED BLOCK PROGRAM OBJECTIVES**

- a) The Reduced Block program objectives are to offer an alternative to full-time employment for:

- i) Canadian North Cabin Crew who are nearing retirement and desire a partial or “phased retirement” schedule rather than complete termination of employment; and/or
  - ii) Canadian North Cabin Crew who desire either greater flexibility with scheduled work hours, or reduced work hours overall, in order to achieve a better balance between work and family priorities; and/or
  - iii) To provide an avenue for Canadian North to retain the experience, talent and maturity of senior Cabin Crew while facilitating more flexible part-time schedules for those who choose to access this option.
- b) The Company shall establish a minimum of two (2) Reduced Blocks at each Base. Additional positions may be established upon mutual agreement between the Union and the Company.

#### **22.14.02 ELIGIBILITY**

Applying for Reduced Blocks will be completely voluntary.

Cabin Crew must request a Reduced Block in writing no later than the seventh (7<sup>th</sup>) Day 23:59 Local Time of the preceding Month in which the Reduced Block is to commence. Where more Cabin Crew apply for Reduced Blocks than is operationally feasible, they will be awarded by seniority.

The Company shall notify Cabin Crew who will be granted a Reduced Block as soon as is practical prior to the distribution of the bid packages. Cabin Crew with Reduced Blocks shall be identified in the bid package.

Where a Cabin Crew Member is granted such a Block, they are committed to operating the Reduced Block. The Reduced Blocks may be terminated at any time with the mutual agreement of the Company and the Cabin Crew Member.

#### **22.14.03 MINIMUM MONTHLY GUARANTEE**

The Minimum Monthly Guarantee shall be, at the applicable rate of pay and inclusive of all pay credits, as follows:

Where a Cabin Crew Member’s block is reduced to seventy five percent (75%), the MMG shall be sixty (60) credits.

Where a Cabin Crew Member’s block is reduced to fifty percent (50%), the MMG shall be forty (40) credits.

#### 22.14.04 BLOCK CREDITS

- a) Whenever possible, seventy five percent (75%) Blocks will be built between sixty (60) credits and sixty-seven point five (67.5) credits, and fifty percent (50%) Blocks will be built between forty (40) and forty-five (45) credits.
- b) Reduced Blockholders may bid Open Flying, in accordance with Articles 22.08, 22.11.03 and 22.12. Reduced Blockholders shall be restricted to the number of times they can be awarded Open Flying as per the following chart:

| <b>Block Percentage</b>          | <b>Awarded Open Flying in a Month</b> |
|----------------------------------|---------------------------------------|
| Seventy five percent (75%) Block | nine (9) days                         |
| Fifty percent (50%) Block        | six (6) days                          |

For every Black Day that is used for Open Flying a DO in that Cabin Crew Member's Block shall be converted to a Black Day.

- c) Reduced Blockholders may Shift Trade as per Article 22.11, provided such trade does not result in less than the allotted Black Days for the Block.
- d) Reduced Blockholders are eligible to be drafted as per Article 22.05, except on their Black Days.
- e) Where a Cabin Crew Member's block is reduced to seventy five percent (75%), the overtime threshold shall be sixty-seven point five (67.5) credits.

Where a Cabin Crew Member's block is reduced to fifty percent (50%), the overtime threshold shall be forty-five (45) credits.

#### 22.14.05 DAYS OFF

All Blocks will indicate Days Off. As these Cabin Crew will only be available for part of the Month, they will also show Black Days to ensure the MMG is reduced.

- i) Seventy five percent (75%) Reduced Blockholders shall be scheduled to work up to fourteen (14) Days with a minimum of nine (9) Days Off per Month. Those Blocks built holding Reserve only, shall be scheduled thirteen (13) Days with a minimum of ten (10) Days Off per Month, five (5) of which are Inviolate Days.

- ii) Fifty percent (50%) Reduced Blockholders shall be scheduled to work up to nine (9) Days with a minimum of six (6) Days Off per Month. Those Blocks built holding Reserve only, shall be scheduled eight (8) Days with a minimum of seven (7) Days Off per Month, three (3) of which are Inviolate Days.

The above will be prorated for partial Months.

**22.14.06 REDUCED BLOCK HOLDER PERSONAL WELLNESS LEAVE ADJUSTMENTS**

All Cabin Crew holding Reduced Blocks will have their personal wellness leave as per Article 10.02 prorated as per the following chart:

| <b>Block Percentage</b>          | <b>Annual Personal Wellness Leave</b> |
|----------------------------------|---------------------------------------|
| Seventy five percent (75%) Block | eleven (11) days                      |
| Fifty percent (50%) Block        | eight (8) days                        |

A Cabin Crew Member may carry over into the following year up to three (3) unused personal wellness days. Where a Cabin Crew Member commences, or ends, a Reduced Block program after the beginning of a Year, their annual allotment shall be prorated.

**22.14.07 RATES OF PAY AND BENEFITS**

Reduced Blockholders shall not lose CUPE seniority or pay progression. All Cabin Crew holding Reduced Blocks will continue to be eligible for pension, benefits, and travel privileges. Vacation entitlements and Northern Allowance will be prorated as per the Reduced Block held (seventy-five percent (75%) or fifty percent (50%)).

**22.14.08 REDUCED BLOCKS DURING CABIN CREW SURPLUS**

Temporary Reduced Blocks shall be discussed with the Union as a mitigating measure during a period of short-term Cabin Crew surplus or staff reduction, as per Article 21.01. The commitment to a Reduced Block and the return to full-time Blocks for those affected Cabin Crew will be established as part of those discussions.

## **ARTICLE 23 – IQALUIT BASE**

### **23.01 GENERAL**

It is recognized that YFB Cabin Crew may reside in Iqaluit or live away from Base and Commute to work.

Cabin Crew who have assumed permanent residency in Iqaluit, shall be eligible for Northern Allowance as per Article 8.03 and Article 23.10 shall not apply.

Unless specifically covered in this Article the rest of the Collective Agreement shall apply.

### **23.02 BLOCKING**

Schedules in Iqaluit are built on a rotational basis to accommodate deadheading Cabin Crew to and from the Base for work. Periods of work shall be bid on indicating 'beginning' of the Month or 'end' of the Month. In general, rotations shall fall within the 1<sup>st</sup> to 17<sup>th</sup> of the Block Month and 15<sup>th</sup> to 3<sup>rd</sup> (including overlap into the following Month). These Days may be adjusted to limit the number of deadheading Cabin Crew on a given Day or due to operational requirements.

Rotations shall not exceed seventeen (17) Days (including Deadhead Days). This shall not prohibit a Cabin Crew Member from bidding back-to-back rotations. Likewise, the Company may assign back-to-back rotations to a Cabin Crew Member should it be necessary.

To cover vacation, any rotation may be altered to ensure coverage of Flights.

Known flying will then be blocked as per the Block Building Guidance.

### **23.03 TRAINING**

Whenever possible, training Days will fall within, or adjacent to, a rotational period.

### **23.04 FLIGHT ASSIGNMENTS, CREW REST AND REPORTING FOR DUTY**

Due to the operational requirements at this Base, including the need for the Company to react to changes due to IROPS, it may be necessary to add a Flight or Flight pairing, or adjust assigned Flights.

Cabin Crew must be available for assignment during their rotational schedule. A Cabin Crew Member is not required to be contactable by the Company when off duty. Upon return to YFB after each Flight, all Cabin Crew must call Crew Scheduling to verify their next assignment. If Crew Scheduling decides to retain

the availability of the Cabin Crew Member, their assignment must not exceed fourteen (14) hours from their start of duty that Day as per Article 22.06. In such cases, the Cabin Crew Member remains contactable during that period. Should there be no further assignment, crew rest shall commence fifteen (15) minutes after ramp arrival.

Rest periods in YFB shall be ten and a half (10.5) hours, and the remainder of Article 22.07 applies.

Iqaluit Cabin Crew Members shall be provided not less than 1:15 hours to report for duty. This is a minimum and should not deter Cabin Crew Members from getting to work as soon as possible.

### **23.05 REPAYMENT OF DO**

Days owed shall be paid back within forty-five (45) Days of the Draft Day.

### **23.06 RESERVE**

Reserve will only be placed on Days where a Blockholder has no scheduled flying blocked within a rotational period.

### **23.07 ORDER OF FLIGHT ASSIGNMENT**

Order of Flight Assignment for all YFB-Based Cabin Crew shall be as per Article 22.12.

For the purposes of awarding Open Flying, Flights will be crewed in order of CUPE seniority to Cabin Crew who have their names on the open flying list forty-eight (48) hours prior to departure. Should a Flight become available less than forty-eight (48) hours prior to departure, it may be crewed immediately.

As Cabin Crew Members may not be geographically in YFB, crewing procedures, including Draft may occur forty-eight (48) hours prior to departure.

Should it not be possible for a Cabin Crew Member to be positioned in time, they shall not be awarded the flight assignment and shall have no claim to the credits.

### **23.08 YFB DEADHEADING**

YFB Cabin Crew who do not reside in YFB will be assigned to deadhead to/from YOW or YZF to start and end their rotation. Cabin Crew shall identify their deadhead location as part of their monthly bid submission.

## **23.09 MEALS**

Meal per diems shall not be paid while being accommodated in Company accommodations, or when arranged by the Company in overnight lodging.

Active Cabin Crew who do not reside in YFB will be provided with a monthly per diem of \$50 to account for the deadhead to YFB.

## **23.10 ACCOMMODATIONS IN YFB**

Accommodations in YFB are provided by the Company for any period of work assigned for YFB based Cabin Crew.

The Company will make reasonable efforts to provide discounted access to a fitness facility, where available, for Cabin Crew utilizing staff housing.

The Union will be invited to participate in any Staff Housing Committee established by the Company.

Single bedrooms shall be provided at staff houses. Cabin Crew will not be required to share bedrooms.

The Company will be responsible for ensuring staff houses are equipped with the following safety and security devices: smoke detector(s), fire extinguishers, carbon monoxide detector(s), and lockable exterior doors with a secondary lock.

The Company will also be responsible for ensuring that staff houses are kept in good repair and that each bedroom door has a key lock.

Internet access shall be provided, where available, at all staff housing.

The Company will provide transportation for Cabin Crew any time they require it for work related duties.

## **ARTICLE 24 – SPECIAL ASSIGNMENTS**

**24.01** It is specifically recognized that, from time to time, the Company may be awarded work different from its normal operations. In these circumstances, the Company agrees to meet with the Union for the purpose of negotiating terms and conditions of such assignments.

Where the Company and the Union are able to reach agreement, such assignments will be filled by bids from the Base from which the Flight assignment originates based on CUPE seniority, qualification and language, if required.

Where the Company and the Union are unable to reach an agreement within 90 days, then the matter shall be subject to arbitration, unless mutually agreed by the Company and Union. Until the terms and conditions are established, the Company shall have the right to offer its final position to all of its qualified Cabin Crew. No Cabin Crew Member shall be required to accept such assignments.

Where the Company is unable to fill all or part of its needs for the assignment through the above methods, the Company shall have the right to hire Casual Cabin Crew to fulfill its requirements. The Casual Cabin Crew shall be offered no greater terms and conditions for the assignment than those offered to the Company's regular Cabin Crew.

It is agreed that, periodically, due to the unique nature of the Company's business, the Company may be required to carry extra personnel beyond the Company's normal cabin crew complement whose duties shall be language interpretation and various aspects of customer service and shall be subject to the direction of the Cabin Lead. Such personnel, whether or not they are employees of the Company, shall be exempt from the provisions of this Agreement.

## **ARTICLE 25 – TRANSFER OUTSIDE BARGAINING UNIT**

### **25.01 SELECTION**

Selection of Cabin Crew for transfers to positions outside the bargaining unit shall be done at the discretion of the Company.

### **TEMPORARY POSITIONS**

Temporary transfer to a position outside the bargaining unit for positions up to a maximum of twelve (12) months or eighteen (18) months in cases of maternity/parental leave coverage, will not be subject to Article 25.02. This provision is not intended to allow for the posting of multiple concurrent temporary positions to avoid posting for a longer term or permanent position.

For any awarded transfer to a temporary supervisor or manager position of six (6) Months or less, the successful candidate will not be involved in disciplinary decision-making towards Cabin Crew, nor be involved in Collective Bargaining negotiations.

### **PERMANENT POSITIONS**

Permanent transfer to positions outside the bargaining unit and temporary transfer to positions outside the bargaining unit in excess of twelve (12) months or eighteen (18) months in cases of maternity/parental leave coverage shall be governed by Article 25.02 below.

## **25.02 CUPE SENIORITY**

- a) For a first-time transfer, Cabin Crew Members transferred to a position outside the bargaining unit shall continue to accrue CUPE seniority, including seniority for pay progression, for up to a maximum of twelve (12) months or eighteen (18) months in cases of maternity/parental leave coverage, after which their seniority shall be maintained. When a Cabin Crew Member accepts such a position within the Company outside the bargaining unit, they maintain their CUPE seniority, as above, for the purpose of returning to the bargaining unit.
- b) Should a Cabin Crew Member return to the bargaining unit and choose to accept a second transfer to a position outside the bargaining unit, the Cabin Crew Member will maintain CUPE Seniority for a period of six (6) months, at which time the employee will lose all CUPE seniority and their name shall be removed from the CUPE seniority lists immediately.
- c) Should a Cabin Crew Member return to the bargaining unit within the six (6) Months as in Article 25.02 b) after a second acceptance of a transfer to a position outside the bargaining unit and choose to accept a third transfer to a position outside the bargaining unit, the employee will lose all CUPE seniority, and their name shall be removed from the CUPE seniority lists immediately.

## **25.03 TRANSFER DUE TO ACCOMMODATION**

When a Cabin Crew Member is transferred to a non-bargaining unit position, excluding a supervisory position, on account of sickness, injury, or pregnancy, they shall retain and accrue seniority for pay, vacation and CUPE seniority purposes.

## **25.04 NOTIFICATION**

The Union shall be advised in writing of a Cabin Crew Member's change in bargaining unit status.

## **ARTICLE 26 – UNION-MANAGEMENT MEETINGS**

### **26.01 PURPOSE**

The Union and the Company agree to hold meetings at least quarterly to discuss matters of mutual interest. Subject to mutual agreement one of these meetings can be canceled.

## **26.02 LOCATION**

At least once per year, a Union Management Meeting shall be held at one of the Cabin Crew Bases. The Union and the Company will mutually decide which Base. All other meetings may be held virtually, however if either party presents a need to conduct such meeting in person, both parties will agree.

## **26.03 AGENDA EXCLUSIONS**

Topics for discussion shall not include matters submitted to grievance or arbitration in accordance with the applicable procedures.

## **26.04 AGENDA**

Suggested agenda topics will be submitted to the parties at least one (1) week prior to the meeting, containing a summary of agenda items. By mutual agreement, additional topics may be added to any agenda, at any time.

## **26.05 EXPENSE**

Union members who sit on the Union-Management Committee will suffer no loss of pay and the cost of such will be as per Article 27.05.

# **ARTICLE 27 – UNION BUSINESS**

## **27.01 UNION LEAVE**

### **a) EXTERNAL UNION LEAVE**

Where operational requirements permit, a Cabin Crew Member may be granted a full-time leave of absence, without pay, to accept a position within the Union or affiliated labour organization, and such leave will be in accordance with Article 12. Such leave will be requested in writing to the Company, with a copy furnished to the Union, and such requests for leaves will not be denied unreasonably. If such a Cabin Crew Member returns to a position within the scope of this Agreement, they will be entitled to a position at their last Base, subject to their seniority. A Cabin Crew Member on such a leave of absence will retain their flight privileges on Canadian North and any other carrier that will provide such privileges. This Cabin Crew Member will be able to participate in the Company's health and benefit plan as per Article 6.13 and shall be administered in accordance with Article 12.15 B).

b) **COMPANY UNION LEAVE**

Union Officers may request short-term Union leave / Flight releases for the purposes of performing Union business.

- i) Union Officers may request such leave for a period of one full Month. Such requests submitted to the Company by the bid deadline as per Article 22.04.02 of the previous Month shall be subject to operational requirements and will not be unreasonably denied.
  - ii) Union Officers may request such leave for a period of less than a Month. Union leave requests submitted to the Company up to eighty (80) credit hours per Month, inclusive of all Union leaves / Flight releases except as in Article 27.01 a), by the bid deadline as per Article 22.04.02 of the previous Month will be granted. Short notice Union leave requests, leaves requested in excess of eighty (80) credit hours, and requests made after the bid deadline shall be subject to operational requirements and will not be unreasonably denied.
  - iii) The Company reserves the right to cancel any Company Union Leave, with concurrence of the Union, in cases where a flight may cancel due to Cabin Crew unavailability. Such concurrence will not be unreasonably denied.
  - iv) Where the Union has to cancel a release, they will provide the Company with at least twenty-four (24) hours' notice, or forty-eight (48) hours for YFB-based Union Officers, unless mutually agreed otherwise. In such cases, the Company may, at its discretion, assign the Cabin Crew Member duty.
- c) All Flight releases for these leaves must be requested via email and approved by the Union, and confirmed in writing by the Company.
  - d) The Company will pay the Cabin Crew Member all originally scheduled pay credits affected by such Union leave and the Union will reimburse the Company for all costs associated with such leave as per Article 27.02, except as provided in this Agreement.

**27.02 UNION LEAVE PER EACH YEAR**

The Company will assume the cost of Flight releases for five hundred (500) credits per calendar year for dealing with Union Business.

In recognition of the first joint collective agreement, the Company will, in addition to the annual allotment above, assume the cost for an additional five hundred (500) credits in year one (1) of this joint collective agreement in order to assist with implementation.

These credits will be placed in a bank at the beginning date of each year of this Collective Agreement, and any unused credits, including the implementation allotment, may be carried over to the following year.

In addition, when collective bargaining is in process, the Company will assume the cost of Flight releases for up to five (5) Union representatives for each Day of collective bargaining meetings with the Company. This does not limit the number of CUPE Officers that the Local may utilize during bargaining.

The cost of any Flight releases taken by CUPE in excess the above, shall be billed to CUPE.

### **27.03 CALCULATION OF CREDITS**

The following methodology will be used to calculate what is paid to the Union Officer and is subsequently deducted from the flight release bank in Article 27.02, or to calculate what and is to be billed to CUPE once that bank has been exhausted.

#### **a) FULL MONTH RELEASE**

The total credits in the "Blind Bid Block", including all applicable premiums, will be deducted from the Local's flight release bank or billed.

#### **b) LESS THAN A FULL MONTH – FLYING BLOCK**

Only the Blocked and/or awarded credits (including Blind Bid Flight(s)/Pairing(s)), including all applicable premiums, for each Day of release will be deducted from the Local's flight release bank or billed.

#### **c) LESS THAN A FULL MONTH – RESERVE BLOCK**

- i) Credits will not be deducted or billed for a Reserve Day unless the Union Officer goes over their Minimum Monthly Guarantee. Where a Union Officer goes over their MMG, any overage(s) will be deducted from the Local's flight release bank or billed to a maximum of 4 credits per Reserve Day released.
- ii) All applicable premiums will be deducted from the Local's flight release bank or billed, regardless of whether or not the Union Officer is under or over their MMG.

- iii) Credits shall be deducted from the Local's flight release bank or billed for any draft premium credits paid to a Cabin Crew Member covering such Union leave.
- d) In the event that operational requirements prohibit the authorization of a Flight release, and the Cabin Crew Member agrees to hold Reserve in lieu of a release, the difference between the scheduled credits of the Union Officer and the scheduled Reserve credit will be deducted from the Local's flight release bank or billed. The Union Officer holding Reserve will be last to be called in, after all other Cabin Crew at that Base.

#### **27.04 BILLING TO CUPE**

The Company will provide the Union with a Monthly statement, detailing the days used, the balance remaining and any applicable costs incurred.

- a) The Union has forty-five (45) Days from receipt of the statement, to dispute in writing any irregularities.
- b) The Company agrees to meet with the Union to resolve any irregularities within fourteen (14) Days of written notification.
- c) All invoiced amounts not in dispute will be paid within ninety (90) Days from the date of receipt of invoice.
- d) All invoiced amounts that were in dispute and not resolved, once resolved and agreed, within thirty (30) Days from the date of resolution but no earlier than the initial ninety (90) Days as in c).
- e) Any monies owed to the Company in c) above, that are not paid within ninety (90) Days from the date of receipt of invoice, can be deducted from the Union dues collected by the Company.

#### **27.05 UNION-MANAGEMENT MEETINGS**

In addition to the Flight releases in Article 27.02, the Company agrees to pay the full cost of Flight releases for up to five (5) of the Union Officers to attend Union-Management meetings. Where the meeting is in-person, the Company agrees to also pay for the necessary releases for travel to and from. These travel days must be scheduled within forty-eight (48) hours prior to and/or after the day of the Union-Management meetings. This does not limit the number of CUPE Officers that the Local may utilize during Union Management Meetings, and such related flight releases shall be subject to Article 27.01 b).

#### **27.06 UNION LEAVE – HEALTH AND SAFETY MEETINGS**

In addition to the Flight releases in Article 27.02, the Company agrees to cover the cost of any Flight releases required for the Health and Safety Committee member in accordance with Article 30.04 b).

## **27.07 BLOCKING**

The Company agrees to release and pay for a maximum of two (2) designated Union Officer(s) per Day to attend the Block building each Month. If there are separate concurrent Block building proceedings on the same Day, the Company will release and pay for an additional two (2) designated Union Officer(s) to attend the separate proceedings on the same Day. The Union may choose to have additional Union Officer(s) in attendance at its expense; however at no time shall there be more than three (3) Union Officer(s) present at any given time. If the Company requests further Day(s) for designated Union Officer(s) to attend further Blocking matters, the Company, shall bear the cost of this additional time. Said designated Union Officer(s) shall be jointly responsible with the Company to ensure that the blocks are built in accordance with the provisions of the Collective Agreement. This provision shall not preclude the Union from filing a Grievance as per Article 18.

## **27.08 UNION TRAVEL**

- a) The following CUPE Local 8111 Union Officers to a maximum of five (5), shall be entitled to “positive space” passes on Canadian North for travel to/from in-person Union-Management meetings pursuant to Article 27.05.
  - i) Local President;
  - ii) Local Executive Vice-President;
  - iii) Local Recording Secretary;
  - iv) Local Secretary-Treasurer;
  - v) YOW Base Vice-President or Base Steward;
  - vi) YFB Base Vice-President or Base Steward;
  - vii) YZF Base Vice-President or Base Steward;
  - viii) YEG Base Vice-President or Base Steward;
  - ix) YYC Base Vice-President or Base Steward.
- b) The Company shall provide transportation for Union officers to attend in person Grievance hearings in accordance with Article 18.09.
- c) The Company shall provide “positive space” passes on Canadian North for a maximum of five (5) Union Officers for travel for Company/Union in-person collective bargaining sessions.
- d) Cabin Crew Members may use their allotted “space available” passes on Canadian North for travel to participate in Union business.
- e) The CUPE National Representative, or their designate, assigned to the Canadian North Local shall be entitled to “positive space” passes on Canadian North for travel for any Canadian North Local Union business.
- f) The Union Local President shall be entitled to “positive space” passes on

Canadian North for travel to/from attend Local meetings and any special membership or Base meetings to a maximum of five (5) times a year; where it is not possible for the Union Local President to travel on Canadian North within one (1) day, the Company will split the cost of air travel on a 50/50 basis.

- g) The Company shall provide "Positive Space" passes on Canadian North to the YFB Base VP to travel to/from their Base to hold meetings, in circumstances where the meeting occurs when the Union Officer is not on Base.

## **27.09 MEETING OF NEW HIRES**

The Union shall have the right to meet formally and speak with new hires on the last Day of initial training prior to line indoctrination. The Company will ensure that time is provided to the Union for this meeting. The Company will provide up to two (2) positive space passes on Canadian North for Union Officers to attend such meeting. This provision shall not limit the number of Officers the Union may have in attendance.

## **ARTICLE 28 – DEDUCTION OF UNION DUES**

### **28.01 GENERAL**

All Cabin Crew (eligible as per Union certification) employed by Canadian North, shall be required to pay Union dues to CUPE Local 8111 as a condition of employment. Union dues will be deducted from the wages earned by Cabin Crew commencing the first pay period of employment at a rate set by CUPE Local 8111.

### **28.02 DEDUCTIONS**

The Company shall deduct, every month, from wages due and payable to each Cabin Crew Member coming within the scope of this Agreement, an amount equivalent to monthly Union dues in such amount as may be decided by the Airline Division bylaws. The current rate of union dues will be 1.5% of total regular earnings as per Article 14.1(d) of the CUPE Constitution. Union dues may change from time to time and the Company agrees to deduct the new amount from Cabin Crew wages after receiving written notice from the Union.

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

### **28.03 REMITTANCE**

- a) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to CUPE's National Secretary-Treasurer's office not later than fifteen (15) calendar days following the pay periods in which deductions are made. The statement of dues deductions from individuals will list the following: pay period, Cabin Crew Member's name, Employee number, Base, gross earnings, and dues deducted.
- b) Where an error occurs in the amount of any deduction of dues from a Cabin Crew Member's wages, the Company shall adjust it directly with the Cabin Crew Member. 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 shall terminate at the time it remits the amount deducted.
- c) 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 payroll.

### **ARTICLE 29 – HUMAN RIGHTS CLAUSE**

The Company and the Union are committed to a positive, respectful and courteous work environment where discrimination, harassment, workplace bullying and/or violence are not tolerated.

#### **29.01 DISCRIMINATION**

The Company agrees that there shall be no discrimination with respect to any employee in the matter of any rights or privileges under this Collective Agreement.

There shall also be no discrimination in any manner against a Cabin Crew Member by reason of age, race, creed, colour, national or ethnic origin, political affiliation or lawful activity, religion, marital status, sex, sexual orientation, gender identity or expression, family status, disability, nor by reason of their membership or activity in the Union, or any prohibited ground set out in provincial, territorial or federal statute. Nor shall there be any discrimination for the prescribed exercise of a Cabin Crew Member's responsibilities and obligations under the Canadian Aviation Regulations (CARs).

## **29.02 HARASSMENT**

The Company recognizes the right of all Cabin Crew to employment free from discrimination, harassment, workplace bullying and/or violence, as outlined in the Company's "Respect at Work – Anti-Harassment, Anti-Discrimination and Violence Prevention Policy". All matters concerning harassment will be dealt with in a confidential manner as described in the Policy.

A complainant or alleged harasser may have a Union representative present at any interviews related to this Policy.

Complaints filed under the above-mentioned Policy will be processed in a timely manner.

The Company agrees to consult with the Union prior to any changes to the Company's "Respect at Work" Policy.

## **ARTICLE 30 – GENERAL**

### **30.01 DEADHEADING SEAT**

- a) All Deadheading Cabin Crew will be booked/listed on the Flight and, wherever possible, will not be required to sit on other than a regular passenger seat.

When booking Deadhead travel, the Company shall give due consideration to efficiency (eg: consideration given to routing, cost, etc.).

Requests for shift trades involving deadheads on airlines other than Canadian North must be submitted no later than twenty-four (24) hours in advance of the first flight Day involved with the switch where altering travel arrangements is required.

- b) Where a Cabin Crew Member who is assigned to deadhead on a Company Flight, has been bumped from a Flight out of the north, they shall receive remuneration of one hundred and fifty dollars (\$150.00) for the first time bumped, and three hundred dollars (\$300.00) for each subsequent bump in that calendar year. This payment will only be made where the rescheduled Flight does not allow the Cabin Crew Member to return home within the same Day and requires an overnight stay, at Company cost. A Cabin Crew Member who has been bumped must immediately contact Crew Scheduling. Except in circumstances beyond the Company's control, a Cabin Crew Member who has been bumped from a Company Flight will be scheduled on the next available Company Flight, unless mutually agreed upon between Crew Scheduling and the Cabin Crew Member.

- c) Cabin Crew shall be permitted to reschedule their deadhead at their discretion, and in doing so, they accept responsibility for accommodations and all expenses, as well as for reporting for their next scheduled duty period. Crew Scheduling must be advised of any change to itinerary. When deadheading or commuting on another carrier, Cabin Crew must cover and make arrangements to pay any costs associated with rescheduling the deadhead. Such costs cannot be paid via payroll deduction.
- d) Cabin Crew who cancel scheduled deadhead flights (excluding Company flights) will receive a credit of dollars fifty (\$50.00) per flight cancelled. Flights must be cancelled a minimum of four (4) hours prior to departure of the deadhead and cancellation credit must be confirmed with Crew Scheduling.

### **30.02 MISSING; HIJACKING; HOSTAGE; INTERNMENT; POW**

- a) No Cabin Crew Member will be forced by the Company to operate into any area excluded from coverage under the Company's Insurance Policy.
- b) Any Cabin Crew Member who, while engaged in the Company's operations, becomes or is reported missing, is interned, captured, held as a hostage or as a prisoner of war, shall be paid their salary, until their repatriation, their death is established in fact, or their death is reasonably presumed to have occurred. This salary amount shall be based on an average of their Monthly salary over the most recent three (3) Months of work (inclusive of any Cabin Lead pay and paid time off).
- c) As an alternative to paying wages, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoners or hostages of war or missing as a result of an act of war.
- d) This Monthly compensation, as in Article 30.02 b), shall be credited in accordance with the Crew Member Written Directive form completed and submitted to the Company by the Cabin Crew Member. Changes to the form template must be mutually agreed upon between the Union and the Company.
- e) Any amounts credited to the account of a Cabin Crew Member or disbursed in accordance with the provisions of this Article shall not be required to be returned even if it later becomes established that such payments were made after the death of the Cabin Crew Member, nor shall such amounts be a charge against the estate of the Cabin Crew Member, provided that any such beneficiary shall have furnished the Company with

any evidence indicating the death of the Cabin Crew Member promptly after its receipt.

- f) A Cabin Crew Member shall maintain and continue to accrue seniority for pay purposes during the period in which they are missing, interned, a hostage or a prisoner of war.
- g) The provisions of this Article are not applicable to a Crew Member who has been placed lawfully under arrest by an authority recognized by the Government of Canada or who is convicted of a crime which in Canada would be prosecuted as a criminal offence.

### **30.03 ACCIDENTAL DEATH**

In the event the Cabin Crew Member is deceased while lawfully engaged in the Company business, the Company shall ensure that costs associated with the transportation of the remains are covered.

### **30.04 HEALTH AND SAFETY COMMITTEE**

The Company and the Union agree to promote and encourage safety practices that will ensure the safety and health of all Cabin Crew Members.

- a) Accordingly, the Company agrees that Cabin Crew will be entitled to representation on the Policy Health and Safety Committee as well as the Company's Health and Safety Committee at locations where both Cabin Crew and Committees are established.
- b) The Company agrees that the Committee member will not suffer any loss of pay as a result of attending the Joint/Policy Health and Safety Committee meetings or completing Health and Safety tasks at the direction of the Committee. Furthermore, the members of the Health and Safety Committee will be paid as per Part II of the Canada Labour Code to carry out any Health and Safety tasks mandated by the Committee.
- c) The Company shall provide positive space passes for the CUPE Local Health and Safety Chairperson or their designate, for travel to and from Joint/Policy Health and Safety Committee Meetings, as required, or other functions required and assigned by the Committee(s).
- d) CUPE Health and Safety Representatives shall have free access to Company phones, computers, and scanner/photocopy machines for the purposes of conducting business for the Joint/Policy Health and Safety Committee.

- e) The Company agrees to pay all costs associated with the Training of any CUPE Health and Safety Representatives to attend Health and Safety Training sessions offered by the Company.
- f) The Company may release from duty, subject to operational requirements, members of the CUPE Health and Safety Committee to attend conferences or seminars, for the purposes of Health and Safety related education. The Company shall bear the cost of up to five (5) days of flight release(s) annually for this purpose. The Union shall bear all other costs associated with such Flight releases.
- g) The CUPE Local Health and Safety Chairperson or their designate shall be on the Emergency Response Call-Out list, provided access and transportation to and accommodation at, any Category "A" accident as defined in the Company Emergency Response Manual where Cabin Crew are involved.

When Inflight Management is made aware of a serious incident involving Cabin Crew Members (e.g.: Level 3 Interference with Crew Member, Crew Member incapacitation, etc.), the Union shall be informed.

- h) If a Cabin Crew Member becomes aware of an accident or other occurrence arising in the course of or in connection with their work that has caused or is likely to cause injury, they shall, without delay, report the accident or other occurrence to the Company.

Where the Company becomes aware of an accident, occupational disease or other hazardous occurrence as per the COHS Regulations, affecting Cabin Crew Members in the course of employment, it shall, without delay, notify the work place committee or the health and safety representative of the hazardous occurrence and of the name of the person appointed to investigate it so that the committee may participate in the investigation.

- i) The CUPE Health and Safety Chairperson or their designate shall be invited to the "Company debriefing" of Cabin Crew Members involved in an incident. "Crew debriefings" after an incident may proceed without delay.
- j) Cabin Crew Member injury reports will initiate a Hazardous Occurrence Investigation Report, and will be dealt with through the Company's Hazardous Occurrence Investigation Reporting (HOIR) process. Copies of all reports dealing with Cabin Crew injuries will be sent to the Policy Health and Safety Committee.
- k) All HOIRs/Hazard Reports will be responded to within the time requirement of the HOIR process/Hazard Reports program, and any applicable regulatory requirement.

### **30.05 LINE CHECKS**

Cabin Crew subject to line checks will be given a minimum of twenty-four (24) hours advance notice. Where this cannot be provided, the Line Check may continue if mutually agreed between the Cabin Crew Member and the Company. Notification may be provided to the YFB Base only and this shall constitute notice to all Crew Members on Base. Line Checks shall be conducted during the period covered by the notification.

Cabin Crew will be subject to a maximum of one (1) line check following annual recurrent training, unless the Company deems additional checks are necessary.

### **30.06 COMPETENCY**

Where the Manager of Cabin Safety has deemed a Cabin Crew Member unable to fulfill their duties due to a lack of knowledge or qualification, they shall be removed from line-duty, without pay, and required to attend one additional training session with the Manager of Cabin Safety or their designate within seventy-two (72) hours (unless the Cabin Crew Member requests a longer period). Cabin Crew shall have the right to have a Union Representative present for any meeting regarding their competency, as well as all subsequent training sessions. A Cabin Crew Member who has thus been requalified will be immediately reinstated on payroll, and will resume their scheduled Block without undue delay.

### **30.07 MINIMUM CABIN CREW COMPLEMENT**

Minimum cabin crew complement shall be as per Transport Canada regulatory requirements.

### **30.08 LOSS OR DAMAGE OF COMPANY PROPERTY**

Cabin Crew will not be required to pay for the loss or damage of Company manuals, iPads and other Company property resulting from normal usage and care.

### **30.09 NEW EQUIPMENT**

In the event the Company acquires a new type of aircraft, the Company will notify the Union as soon as possible, and no later than ninety (90) days prior to the introduction of the new aircraft. The Company also agrees to meet with the Union to discuss any procedural or service changes applicable to the new aircraft type no later than thirty (30) days prior to the line introduction of the new aircraft.

The Company agrees to allow a CUPE Health and Safety Representative to conduct a Health and Safety inspection, and the Company agrees to cover the cost of such inspection. At the Union's request, this inspection shall include the presence of a CUPE Health and Safety representative as a supernumerary on one of the new aircraft's first revenue flight with the airline, subject to operational requirements.

### **30.10 TRAVEL DOCUMENTATION**

The standard cost of visas and any other travel documentation required by the Company to complete a contract outside of its normal operations will be borne by the Company. It is the Cabin Crew Member's responsibility to ensure they have all required travel documentation to complete normal operations.

Passports must be renewed at least six (6) Months prior to their expiry. The Company shall cover the cost of a regular passport renewal fee once every four and half (4½) years for a five-year passport, or once every nine and half (9½) years in the case of a ten-year passport, upon the submission of appropriate expense claim. It is the Cabin Crew Member's responsibility to ensure they have all required travel documentation up to date to perform duties. If the Company requests express renewal, the Company will bear the cost. However, if the Cabin Crew Member opts to pay for the expedited passport fees, the Company agrees to pay for the regular passport fees.

A Cabin Crew Member who is not in possession of required travel documentation due to the standard application or renewal process will not suffer any loss of pay or benefit, provided the Cabin Crew Member has advised her supervisor prior to submitting the application or renewal.

The Cabin Crew Member will ensure that properly completed expense claim forms and applicable receipts are submitted to the Company within thirty (30) business days. Expense claims which are filed late will not be paid, except in exceptional circumstances.

### **30.11 CREW REST ROW**

Whenever possible, as determined by the Company, a row of seats shall be provided as a crew rest area. Any problems that arise with respect to the crew rest row should be promptly reported to Inflight management.

### **30.12 MEAL BREAKS ONBOARD**

The Cabin Crew Member shall be given fifteen (15) minutes on board the aircraft for the purposes of eating, on Flight legs where service is provided.

Where aircraft ovens and inserts are installed, Cabin Crew shall be permitted their use in cruise or on the ground for the purpose of heating personal meals. It is understood that safety related practices will dictate the use of ovens.

### **30.13 AIRCRAFT GROOMING**

Cabin Crew at station stops, where groomers are unavailable will only be required to cross seat belts, pick up garbage, blankets and newspapers and replace soiled head tidies. It is understood that safety-related duties shall take precedence over performing these duties. Where a meal break as per Article 30.12 is not able to be taken due to the service requirements of a Flight, Cabin Crew shall not be required to groom the aircraft until they have taken time to eat their meal on the ground.

### **30.14 INDEMNITY**

The Company agrees to provide at no cost to the Cabin Crew Member in question, Legal Counsel to defend any Cabin Crew Member and their estate in any legal actions brought forth against them as a result of the performance of their duties on behalf of the Company, including but not limited to any damage to Company or other property, and to protect and hold them harmless from any judgment rendered thereunder. The Company will not be obliged to provide such services when the Cabin Crew Member has been found guilty of willful misconduct, criminal negligence or a serious offence.

### **30.15 ORDERS IN WRITING**

All orders to Cabin Crew Members involving a change in location or assignment, promotion, demotion, dismissal, layoff, disciplinary action or leave of absence shall be made in writing with a copy to the Union.

### **30.16 PERSONNEL FILE**

- a) The Company shall maintain a personnel file for each Cabin Crew Member with a section containing all documents related to their employment performance. Upon reasonable request, the Cabin Crew Member may review this file with local Management present and a Union representative if requested by the Cabin Crew Member.
- b) Letters of discipline shall be placed on a Cabin Crew Member's personnel file, as per Article 13. Letters of complaint may be placed on a Cabin Crew Member's personnel file only if they are relevant to a letter of discipline.
- c) Should a Cabin Crew Member wish to respond to any document placed on their personnel file, the response shall be placed on the file. If the response is related to a disciplinary letter, the response shall be removed when the disciplinary letter is removed.

### **30.17 DISTRIBUTION OF COLLECTIVE AGREEMENT**

The Union and the Company desire that all Cabin Crew be familiar with the provisions of this Agreement and their associated rights and obligations. For this reason, the Company shall distribute the Agreement in an electronic format within thirty (30) Days of signing, and will ensure that it is available on an ongoing basis. Additionally, the Company shall print sufficient copies of the Agreement and distribute them as requested within thirty (30) Days of signing.

The Company agrees to distribute all LOUs or amendments to all Cabin Crew within thirty (30) Days of their respective signing dates.

### **ARTICLE 31 – CABIN CREW – CASUAL**

It is specifically recognized that, from time to time, the Company may require additional Cabin Crew to fulfill its flying requirements.

The Company shall have the right to hire Casual Cabin Crew at any time. The provisions and Articles within the scope of this Agreement shall apply to Casual Cabin Crew while they are employed by the Company, except as provided herein.

Casual Cabin Crew will be subject to the following conditions:

- a) Unless covering a temporary vacancy as per Article 20.08, where the available credits of casual work at a Base in a Month exceed the minimum monthly guarantee for more than four (4) consecutive Months, a full-time position will be filled as per Article 20.06.
- b) Casual Cabin Crew are entitled to vacation pay equal to four per cent (4%) of regular pay (earned credits) and overtime earnings, added to each pay, in lieu of vacation time.
- c) In Months where the Casual Cabin Crew are eligible for a Statutory Holiday and have a Block, they shall receive one more Day off in that Month in lieu of said Statutory Holiday, and this Day off shall be assigned by the Company, after consultation with the Casual Cabin Crew Member.

Where a Casual Cabin Crew Member does not have a Block, and operates on a Statutory Holiday, the Company shall pay them two and one half (2 ½) times their rate of pay for all credits earned on the Statutory Holiday.

- d) Casual Cabin Crew shall be eligible for Leaves of Absence as per Article 12 with the exception of Personal Leaves of Absence, where a Casual Cabin Crew Member must be a Blockholder.
- e) Casual Cabin Crew covering temporary vacancies to cover leaves of absence, as per Article 20.08, shall be eligible for medical benefits (excluding STD and LTD benefits) upon completion of six (6) Months of consecutive full-time work (equal to or in excess of MMG). This eligibility shall continue up until the completion of such assignment or such time as they do not hold a full-time Block.

Casual Cabin Crew who do not work a full-time Block are not eligible for benefits.

- f) Personal wellness leave bank entitlement as per Article 10.02, shall be prorated and accumulated where Casual Cabin Crew operate and/or are on Reserve in a Month, based on the following:

- 1 – 19 credits = 0.25 of a Day
- 20 – 39 credits = 0.50 of a Day
- 40 – 59 credits = 0.75 of a Day
- 60 plus credits = 1 Day

g)

- i) Where Casual Cabin Crew operate and/or are on Reserve in a Month, their CUPE seniority and pay progression shall be prorated based on the following:

- 1 – 19 credits = 0.25 of a Month
- 20 – 39 credits = 0.50 of a Month
- 40 – 59 credits = 0.75 of a Month
- 60 plus credits = 1 Month

- ii) Upon becoming Permanent, a Casual Cabin Crew Member may only transfer enough of their Casual CUPE seniority to place them below the Permanent Cabin Crew Member with the least seniority.

- iii) In the event Cabin Crew transfer from a Permanent position to a Casual position and subsequently transfer back to a Permanent position, they shall retain their original full-time service plus her accumulated service earned as above.

- iv) If a Casual Cabin Crew Member has not been available to the Company (for any Duty excluding training) for a twelve (12) Month period, they shall be deemed to have resigned and their name shall be removed from all seniority lists.

- v) Casual Cabin Crew may bid on all vacancies as per Article 20.02.
- h) The administration of pay shall be as follows:
  - i) not holding a full-time Block: All pay will be on the 10<sup>th</sup> of the following month (including reconciliations of expenses or deductions).
  - ii) holding a full-time Block: As per Article 6.06.04.
- i) The Company shall establish and maintain a Casual Cabin Crew CUPE seniority list (system-wide) that shall be updated Monthly and available with the bid package.

The list shall include therein:

- i) Casual seniority number
- ii) Name
- iii) Base
- iv) CUPE seniority date as Cabin Crew, or adjusted seniority date, if applicable
- v) Company service date

In addition to the above, the Casual Cabin Crew CUPE seniority list will be included with the distribution of the System Seniority list as per Article 17.

- j) Where the Company is conducting an initial training program, any Casual positions that may exist following the initial training program will be offered to existing full-time Cabin Crew. Such positions will be awarded based on CUPE seniority.
- k) Where Casual Cabin Crew who do not hold a Block are required to operate a Flight/Flight Pairing or Reserve as per Article 22.12.01 the Company shall offer the Flight/Flight Pairing or Reserve in order of CUPE Seniority.
- l) Cabin Crew who transfer to a Casual Cabin Crew position will be deemed Casual, and remain as such until such time as they are awarded a full-time position.
- m) Casual Cabin Crew shall be notified by the 10<sup>th</sup> of the Month that they hold a full-time Block the following Month. However, by mutual agreement between the Company and the Union, this date may be extended.

- n) The Company shall create no more than five percent (5%) per Base of the full-time Cabin Crew complement (rounded up to the nearest whole number) as available Casual Cabin Crew positions. Cabin Crew who wish to transition to a casual position after the Company has fulfilled its five percent (5%) requirement may make a written request.

This is not intended to prevent the Company from securing short-term contracts which would require increased staffing on a short-term basis. In these circumstances, the Company agrees to meet with the Union for the purpose of negotiating the requirements. In such cases, the Company shall have the right to hire Casual Cabin Crew beyond five percent (5%) to fulfill its requirements.

## **ARTICLE 32 – SUCCESSOR RIGHTS**

Should the Company change ownership, merge with another Company, alter its corporate legal identity in any way whatsoever, including setting up of a subsidiary or combining with one or more other airlines, sell or transfer its assets in whole or in part, this Agreement shall remain in full force and effect unless provisions to the contrary are contained in the applicable legislation, or imposed by the Canada Industrial Relations Board.

## **ARTICLE 33 – LEGAL**

### **33.01 LEGAL OBLIGATION**

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

### **33.02 COMPANY OBLIGATION**

Where the provisions of this Agreement are in conflict with Company policy, the provisions of this Agreement shall apply.

### **33.03 ESTATE SETTLEMENT**

Any Company payment that may be due the estate and not a named beneficiary of the Cabin Crew Member, may be made by the Company by payment to such person as may furnish the Company with a court certificate evidencing his appointment as legal representative of the estate and the receipt by such person of such payment shall release the Company of any further obligation to the estate or any other person with respect to such Company payment.

## ARTICLE 34 – DURATION OF AGREEMENT

### 34.01 EFFECTIVE DATES

The provisions of this Agreement shall be effective from January 1, 2023, and shall continue in full force and effect until midnight March 31, 2026, subject to variation by mutual agreement in writing between the parties.

### 34.02 DURATION


This Agreement shall renew itself without change for each succeeding year unless Notice to Bargain is served by either party within ninety (90) Calendar Days immediately preceding the date of expiration of the term of this Agreement.

In the event that Notice to Bargain is given by either party, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further agreement. The parties agree that there shall be no strike or lockout during the term of this Agreement.


## IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT

ON THE 13 DAY OF December, 2023 AT 10h33, Ottawa


### FOR THE UNION:

  
Kevin Beath (Jan 5, 2024 14:34 EST)

Kevin Beath

  
Aaron Black (Dec 20, 2023 15:23 MST)

Aaron Black


  
Martina Gallant (Dec 14, 2023 08:54 MST)

Martina Gallant

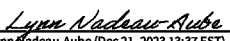
  
Nadia Hatch (Dec 13, 2023 16:35 MST)

Nadia Hatch


  
Killian Jackson

  
Joseph Kalin (Dec 13, 2023 13:18 MST)

Joseph Kalin

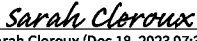
  
Lynn Nadeau-Aube (Dec 21, 2023 13:37 EST)

Lynn Nadeau-Aube

  
Martin Coursol (Dec 13, 2023 10:34 EST)

Martin Coursol

### FOR THE EMPLOYER:

  
Sarah Cleroux (Dec 18, 2023 07:30 EST)

Sarah Cleroux

  
Aaron Speer

Aaron Speer

## **APPENDIX A**

### **SAMPLE REST PERIOD**

This is an example of how to calculate minimum duration for normal rest periods.

- When working a Flight at their home Base, that returns at 1645, a Cabin Crew Member is off duty at 1700 (1645 + 15 minutes). This example refers to Article 22.07.01 a) i).
- The crew rest starts at 1700 for the next continuous twelve (12) hours (ending at 0500).
- The next check-in will not be earlier than 0500, or
- The Company can contact the Cabin Crew Member at or after 0500.

## APPENDIX B

### CALCULATION OF INITIAL TRAINING CLASS STANDING

Initial training class standing will be determined based on the average of all successful examination marks and the number of failed examinations. All candidates without any examination failures will be ranked above those that failed an examination, regardless of their overall average score. Likewise, those with one examination failure will be ranked above those with two failures, etc.

Sample calculation:

| <b>Candidate</b> | <b>Average Marks</b> | <b>Number of Failed Examinations</b> |
|------------------|----------------------|--------------------------------------|
| Candidate A      | 94%                  | 0                                    |
| Candidate B      | 97%                  | 0                                    |
| Candidate C      | 92%                  | 1                                    |
| Candidate D      | 94%                  | 1                                    |
| Candidate E      | 92%                  | 2                                    |
| Candidate F      | 98%                  | 2                                    |
| Candidate G      | 92%                  | 2                                    |

| <b>Initial Training Class Standing</b> | <b>Candidate</b> | <b>Comments</b>              |
|--|------------------|------------------------------|
| 1                                      | Candidate B      |                              |
| 2                                      | Candidate A      |                              |
| 3                                      | Candidate D      |                              |
| 4                                      | Candidate C      |                              |
| 5                                      | Candidate F      |                              |
| 6 / 7                                  | Candidates E & G | Seniority established by lot |

## LETTER OF UNDERSTANDING #1

between

**BRADLEY AIR SERVICES LIMITED DBA CANADIAN NORTH ('COMPANY')**

and

**CUPE LOCAL 8111 ('UNION')**

**RE: UNIFORM REVIEW**

---

**WHEREAS** the Union represents Cabin Crew who were previously governed by separate Collective Agreements recognized as legacy Local 4058 ("legacy 7F") and legacy Local 4053 ("legacy 5T"), and said legacy Collective Agreements ("CA") stipulate different uniform entitlements, and;

**WHEREAS** the Parties have bargained a new joint collective agreement representing all Cabin Crew, and;

**WHEREAS** the Company will issue all Cabin Crew with a common uniform style that was in place prior to the merger, and;

**WHEREAS** the Company intends to undertake a review of the current uniform style; and

**NOW THEREFORE** the Parties agree that the provisions contained in this Letter of Understanding ("LOU") shall apply to all Cabin Crew.

1. The Company will initiate formal meetings of the Uniform Committee no later than September 1, 2023;
2. As part of the Committee's mandate, the review of the uniform style and construction will include a review of the uniform's suitability for Northern operations;
3. The Company and the Union will meet within two (2) months of the completion of the Uniform Committee's work to establish an LOU to update the uniform entitlements outlined in the joint collective agreement, if required; and
4. The Company will implement the new uniform style without undue delay, within twelve (12) months of the later of completion of the Uniform Committee's work, or the establishment of the associated LOU, if one was required.

## LETTER OF UNDERSTANDING # 2

### RETIREMENT PACKAGE

between

CANADIAN NORTH

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 8111**

---

**WHEREAS** the Parties are signatories to the Cabin Crew Collective Bargaining Agreement (the "CBA"), and;

**WHEREAS** the Parties have concluded a first joint collective agreement following a merger, and;

**WHEREAS** the joint collective agreement includes substantial changes to pay and working conditions from the respective pre-merger collective agreements; and

**WHEREAS** the CBA does not contain language for retirement packages, and;

**NOW THEREFORE** the Parties agree without prejudice or precedence that the provisions contained in this Letter of Understanding No. 2 ("LOU") shall apply to all Cabin Crew who are actively at work.

1. Two (2) weeks of pay at the rates outlined in the joint collective agreement appropriate for the Cabin Crew Member's service, upon the date of confirmation of their final date of service prior to retirement with the Company, for every full year of service to a maximum payout of twenty-six (26) weeks. In all cases, the pay rate used for the calculation shall not be less than the pay rate that would apply to the Cabin Crew Member upon implementation of the joint collective agreement pay scales.
2. Cabin Crew will be eligible for the retirement package at fifteen (15) years of continuous service or when their age plus years of service equals sixty (60), whichever comes first.
3. Nothing in this LOU restricts a Cabin Crew Member's eligibility for retiree travel privileges in accordance with the Company's policy and regulations established and amended by the Company from time to time.
4. Upon ratification of this collective agreement, Cabin Crew will have a chance to apply for this program in the sixty (60) days period following the date of ratification. The Company reserves the right to determine the number of applications that will be approved. Approvals will be granted in order of seniority.

Once the Company has determined its numbers the Company will advise the Union.

5. The Company will determine eligible retirement dates based on initial training of replacements. The choice of available dates will be offered to eligible Cabin Crew in order of seniority.
6. Cabin Crew shall have the right to contribute the full benefit as per point number one (1) herein to their RRSP. The Company will not be responsible for any tax implications of this contribution.

**LETTER OF UNDERSTANDING #3**

**between**

**BRADLEY AIR SERVICES LIMITED DBA CANADIAN NORTH ('COMPANY')**

**and**

**CUPE LOCAL 8111 ('UNION')**

**RE: Wage mapping to new pay scale in merged collective agreement**

---

**WHEREAS** the Union represents Cabin Crew who were previously governed by separate Collective Agreements recognized as legacy Local 4058 ("legacy 7F") and legacy Local 4053 ("legacy 5T"), and said legacy Collective Agreements ("CA") stipulate different pay models and rates of pay, and;

**WHEREAS** the Parties have bargained a new joint collective agreement representing all Cabin Crew, and;

**WHEREAS** the Parties require a methodology for mapping the pay rates for individual Cabin Crew Members from their respective current pay scale to the new pay scale, and;

**NOW THEREFORE** the Parties agree that the provisions contained in this Letter of Understanding ("LOU") shall apply to all Cabin Crew Members ("CCM") employed by the Company as of the date of ratification.

1. Cabin Crew shall be mapped to the Pay Scale outlined in Article 6.01 a) based on their years of service as of the date of implementation of the new joint collective agreement **pay scales** as follows:

| Months of Service | Pay Level |
|-------------------|-----------|
| 0-6 Months        | 1         |
| 7-12 Months       | 1         |
| 13-24 Months      | 5         |
| 25-36 Months      | 9         |
| 37-48 Months      | 11        |
| 49-60 Months      | 12        |
| > 60 Months       | 13        |

2. Cabin Crew shall progress to the next pay level on their anniversary date as per Article 6.02.
3. Legacy 7F Cabin Crew employed as of the date of implementation of the Benefits as outlined in the new joint Collective Agreement shall be provided with a monthly stipend in the first year of the Collective Agreement as follows:

- a. Those mapped to pay levels seven (7) and below shall receive eighty dollars (\$80.00) per month
- b. Those mapped to pay levels eight (8) and above shall receive one hundred and twenty dollars (\$120.00) per month.