

Canadian Regional 22: →

SOURCE	Compl		
EFF.	96	07	01
TERM.	99	01	31
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	350		

**FLIGHT
ATTENDANT
COLLECTIVE
AGREEMENT**

4 yr plan
Feb. 97 - Dec = 2'

09466 03

199
93/9/21

COLLECTIVE AGREEMENT NO. 2

BETWEEN:

CANADIAN REGIONAL AIRLINES LTD.

(hereinafter referred to as the “Company”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as the “Union”)

Effective:

July 01, 1996, to January 31, 1999

ENTERED

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PREAMBLE

This Agreement **is** made and entered into **by** and between CANADIAN REGIONAL AIRLINES LTD. hereinafter referred **to** as **the** COMPANY and the FLIGHT ATTENDAN' in the employ of the Company as represented **by** the CANADIAN UNION OF PUBLIC EMPLOYEES (AIRLINE DIVISION), hereinafter referred to as the **UNION**.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to promote and to maintain the safety of air transportation, the efficiency and economy of operations, a high degree of quality of flight operations and customer service, and to establish the necessary procedures and provisions to assist both the Company and the Union in accomplishing these objectives. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of co-operation are essential for the interest and purpose of this Agreement.

1.02 PARTIAL INVALIDITY

- (a) The provisions of this Agreement shall not in any way limit, restrict or abridge any rights or privileges accorded either party by law.
- (b) Should any Article or any provision or part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

1.03 NO OTHER AGREEMENTS

No employee shall be required or permitted to make a written or verbal agreement with the Company which conflicts with the terms of this Agreement.

1.04 RIGHT OF FAIR REPRESENTATION

- (a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees (Airline Division) or any other advisors when dealing or negotiating with the Company. Such representative(s)/advisor(s) shall have access to the Company's premises in order to deal with any matters arising out of this Agreement.
- (b) The Union agrees to provide the Company with a list of the Flight Attendants designated as officers for each Local.

1.05 RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all employees working as Flight Attendants on board aircraft operated by the Company. Only Flight Attendants listed on the Seniority list attached to this Collective Agreement shall be assigned as Flight Attendants to flights operated by the Company unless otherwise provided for under this Collective Agreement.

1.06 The Company agrees that it will not cause or direct any lockout of its Flight Attendants for the duration of this Agreement. The Union agrees that neither it, nor Flight Attendants covered by this Agreement, will during the term of this Agreement authorise any strike.

1.07 It is the intention of the parties that during the life of this Agreement all disputes as to the meaning and application of this Agreement shall be handled in accordance **with** the provisions **of the** Grievance Procedure of this Agreement.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the terms below shall have the following meaning unless otherwise specified.

- 2.01 "Agreement" means the Collective Agreement in effect, Letters of Understanding, negotiated between the Company and the Union, including amendments thereto or interpretations thereof agreed upon and covered by letters or written amendments signed by Union and Company Officers.
- 2.02 "Base" means a geographical location designated by the Company as a Base of operations for Flight Attendants.
- 2.03 "Block" is a Flight Attendant's schedule for a standard month which includes pairings and/or reserve days, days off, training, vacation or any other leave/time off as provided for in this Agreement.
- 2.04 "Calendar Day" shall mean a twenty-four (24) hour period from 0001 to 2400.
- 2.05 "Date of Hire" means the date a person is employed as a Flight Attendant and is calculated from the first day of successful completion of line indoctrination.
- 2.06 "Day" means a calendar day.
- 2.07 "Deadheading" means the positioning for operational reasons of a non-operating Flight Attendant from one location to another at the Company's request.
- 2.08 "Draft" means involuntary work on a scheduled day off or for additional flights at the completion of scheduled pairings.
- 2.09 "Flight Attendant" means an employee who holds a date on the Flight Attendant seniority list and has been so classified by the Company.
- 2.10 "Flight Time" means the total time from the moment the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.
- 2.11 "Month" means a complete calendar month.
- 2.12 "Pairing" means a pre-arranged combination of one (1) or more Duty Periods that will be identified by a number for bidding and scheduling purposes. For Reserve holders this shall mean any individual and/or combination of flights which are assigned at any time to form one or more duty periods.
- 2.13 "**Rest** Period" means a period of time free of duty with the Company in accordance with Article 6.03.
- 2.14 "Scheduled Day Off" shall mean a calendar day off at her Base during which a Flight Attendant is not scheduled for duty of any nature.

2.15 "Seniority Date" See Article 15 Seniority General

2.16 "Standard Month" means a period used for scheduling Flight Attendant duty. The Standard Month for January shall be from January 1st to January 31st inclusive; for February, from January 31st to March 1st inclusive; and for March from March 2nd to March 31st inclusive, to make the first three Standard Months thirty (30) calendar days each. For other periods of the year, the Standard Month shall be the same as the calendar month.

In any leap year the Standard Month for January, February and March will be as follows:

January 1 - January 30	30 days
January 31- February 29	30 days
March 1 - March 31	31 days

2.17 "Trip Period" means the time period commencing at the start of a Pairing and ending at the termination of the same Pairing in those cases where the Pairing requires the Flight Attendant to overnight away from their base.

2.18 "Year" means a complete calendar year.

ARTICLE 3 - MANAGEMENT RIGHTS

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- 3.01 The Union recognizes the rights of the Company to exercise the regular and customary function of the Company and to direct the working forces, subject to the terms of this Agreement.
- 3.02 The Company has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Company shall not be in conflict nor inconsistent with the provisions of this Agreement.
- 3.03 The Company retains all rights not expressly limited by the terms of this Agreement.

ARTICLE 4 - PROBATIONARY PERIOD

4.01 During the probationary period, a probationary employee shall be regarded as coming within the scope of this Agreement.

4.02 All newly hired Flight Attendants shall be required to serve a probationary period of six (6) months from the first flight worked as a qualified Flight Attendant. Where a Probationary Flight Attendant is absent from work for greater than seven (7) days, the probationary period shall be extended by the number of days absent.

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Probationary Flight Attendants will not be entitled to bid or hold mini blocks.

4.03 During the probation period the Company has the sole discretion to dismiss the probationary Flight Attendant for any reason. The Probationary Flight Attendant shall be entitled to grieve such dismissal.

4.04 No Flight Attendant shall be required by the Company to serve more than one (1) probationary period.

4.05 The Company and the Union shall mutually agree on a convenient time for the Union to formally meet and address Trainees during the initial training.

ARTICLE 5 - SCHEDULING RULES

5.01 BIDDING PROCEDURE

- (a) Pairings shall be prepared by the Company in consultation with the Union Blocking Committee.

- (b)
 - (i) Pairings will be constructed with a maximum of eight (8) landings in any scheduled duty period unless otherwise mutually agreed by the parties. In all cases, landing limitations are exclusive of deadheads.
 - (ii) Pairings will be constructed to a maximum of four (4) days unless otherwise mutually agreed by the parties.

NOTE: The Union will not unreasonably withhold agreement with respect to pairings where operational requirements are such that in order to limit landings to eight (8) or days to four (4) a Flight Attendant would have to be deadheaded to home base and another Flight Attendant would have to be deadheaded to complete the flying.

- (c)
 - (i) The Company will establish the range of Credit Hours per Standard Month within which a Flight Attendant is expected to bid.
 - (ii) Where the credit for a pairing is reduced after the bid closes and no re-bid is provided, the Flight Attendant who bid and was awarded the pairing shall receive no less than the originally scheduled pairing credit.

- (d) The Bid Package will be published by the Company by the tenth (10th) of each month and will comprise the following:
 - (i) A pairing summary of all known and forecast scheduled, contract, charter and extra section flying and training days.
 - (ii) Each pairing shall be numbered in the agreed manner for bidding and blocking.
 - (iii) The bid package shall contain the following information:
 1. Date of Operation
 2. Local time of departure and arrival at each station
 3. Credit hours
 4. Duty time
 5. Check-in time
 6. Check-out time
 7. Pairing number
 8. Flight number
 9. Name of Hotel where possible
 10. Name of transportation to/from hotel where possible
 11. Flight time per day and per leg
 12. Time away from base
 13. Anticipated number of Flight Attendants required
 14. Anticipated Aircraft type

- (e) Changes to the "Guidelines for Preferential Bidding" will only occur following consultation with the Union.
- (f) Bid sheets must be submitted to the Company by the Union Blocking Committee no later than the fifteenth (15th) of the month for preparation of final blocks. No alteration to the Flight Attendant's original bid sheet is permitted at any time. The Company will issue the final blocks in published form to all the Flight Attendants by the twenty-fifth (25th) of each month for which the schedule is published.
- (g) Vacation periods, block overlap, anticipated recurrent training and ground school periods will be assigned to the Flight Attendant's block prior to any other bid preference. Flight Attendant Health and Safety Representatives will have bidding priority over all other Flight Attendants at their base for the days they are required to attend a scheduled Safety Committee meeting.
- (h) Bid preferences will be awarded according to Base seniority provided the Flight Attendant submits her bid by the date specified on the Bid Sheet.
- (i) **PROXY BID**
A Flight Attendant who is absent from her Base or on sick leave at the time the bid forms are issued may arrange to have another Flight Attendant submit her bid on her behalf. The name and the telephone number of the Flight Attendant submitting the bid must be clearly indicated on the bid sheet in the event the Union Blocking Committee may wish to contact her with respect to the bid.
- (j) **STANDING BID (PRB)**
When no bid sheet is received by closing time the Blocking Committee will use the Flight Attendant's preferential route bid (PRB). The PRB shall indicate the type of flying, days off preferred and other personal preferences. This form will be kept on file. A Flight Attendant may update her PRB at any time. In the event that there is not a PRB and the Flight Attendant fails to bid, the Blocking Committee shall assign the Flight Attendant a block built by computer at random, from the remaining available pairings.
- (k) A Flight Attendant may bid and shall be awarded two (2) Scheduled Days Off, in conjunction with her vacation in any one bid period.

5.02 All revisions and/or additions to the pairings shall be posted and be accessible to the Flight Attendants.

5.03 BLOCK CONSTRUCTION

A computerised preferential bidding system shall be utilised to build blocks.

- (a) Blocks will be built with a maximum of six (6) consecutive days of duty preceded and followed by a minimum of one (1) calendar day free of all duties. A Flight Attendant who wishes to have a block built to seven (7) consecutive days must indicate so on her bid sheet. Notwithstanding the above, each Flight Attendant shall receive at least two (2) consecutive calendar days off in each bid period.
- (b) As many full flying blocks as possible will be awarded in order of base seniority. As few Partial Blocks as possible will be awarded in order of base seniority. The remainder will be awarded as pure reserve in order of base seniority.
- (c) A Flight Attendant shall receive no less than twelve (12) Scheduled Days Off in a Standard Month.
- (d) When a Flight Attendant discovers an error in the awarding of her block according to her bid sheet, she will have five (5) days, from the date the block was issued, to contest such an error.
- (e) Where the Company, Union and/or Flight Attendant discovers any error in blocks which is a violation of the Collective Agreement, it will be corrected to the mutual satisfaction of the Company and the Union as soon as possible. Violations are defined as:
 - (i) exceeding the maximum consecutive days of duty
 - (ii) failure to achieve the minimum scheduled days off
 - (iii) failure to be scheduled for minimum Crew Rest
 - (iv) failure to be scheduled for at least one period of 48 hours off
 - (v) failure to be scheduled for days off consecutive to vacation as per Article 5.01 (k)
 - (vi) illegal pairings

5.04 CHANGES TO A DUTY PERIOD

- (a) If the commencement or termination of a Duty Period is changed 6.01 (a) shall apply.
- (b) If a Flight Attendant assignment is changed by the Company, 6.01 (a) shall apply.
- (c) If, as a result of a delayed operation, a Flight Attendant is unable to report for her next duty period, she will receive credit for all duty lost and will be returned to her pairing as soon as possible.

- (d) If, as a result of a delayed operation, a Flight Attendant is forced to overnight away from home base, and she is scheduled to operate a multiday pairing commencing on the date of her return to home base she may choose to pursue her block or receive crew rest. If she chooses to receive crew rest, she will be required to either pursue her block or she will be subject to reassignment considering operational requirements.

5.05 REASSIGNMENT

- (a) If a scheduled Pairing is cancelled by the Company and no flight is available for reassignment at the time the Flight Attendant is notified, the affected Flight Attendant may be contacted at any time for reassignment purposes, unless otherwise prohibited by this Agreement. The Flight Attendant shall be required to be available for contact for the three (3) hours before and after the originally scheduled check in time for each Duty Period. The number of duty hours will not exceed those which were originally scheduled. The Flight Attendant will be credited with the greater of the Credit Time of the cancelled Pairing or the actual Credit Hours if called for duty.
- (b) If a Flight Attendant has reported for duty she shall not be required to wait for more than one (1) hour beyond the point of notification of her flight cancellation and shall commence her legal rest period if she has not been assigned a flight.
- (c) If a Flight Attendant loses a flight or flight sequence due to an irregular operation, she is subject to reassignment as per (a) above.
- (d) If a Flight Attendant loses a flight or flight sequence due to a Leave (as described in Article 10), she is placed on reserve as per Article 5.06. The Flight Attendant will be credited with the greater of the Credit Time of the lost flight or flight sequence or the actual Credit Hours if called for duty.
- (e) If a Flight Attendant is ill for a portion of a multiday pairing she shall advise Crew Scheduling when she is fit to return for duty. At such a time she shall be placed on reserve for the remainder of the pairing as per Article 5.06 or allowed to resume her pairing if practicable.
- (f) A Flight Attendant may only be required to report for duty during the originally scheduled calendar days.
- (g) When a Flight Attendant is reassigned for any reason, she shall receive the greater of the scheduled credits for the flight affected or the actual credits of the flight flown in accordance with Article 6.01 (a).
- (h) In the event that more than the required number of Flight Attendants (excluding reserve holders; or those assigned through voluntary overtime or draft) are reassigned/assigned to a flight, the affected Flight Attendants, in order of seniority, shall have the option of working the flight as assigned or

being **subject** to reassignment. The required number of Flight Attendants shall be achieved.

5.06 RESERVE ASSIGNMENTS

- (a) A scheduled reserve day shall commence at 0001 hours and run continuously for twenty-four (24) hours.
- (b) A Flight Attendant scheduled for a reserve day shall be available for contact by phone or pager and remain within close enough range of her designated Base of operation to report for duty within one and one half (1 1/2) hours of being called for duty. During this time the Flight Attendant shall remain available for assignment to any duty commencing during the twenty-four (24) hour period of the reserve day, but in every case the Flight Attendant will not be scheduled to work more than fourteen (14) hours. When assigning work, Crew Scheduling shall telephone at least twice if unsuccessful on the first try. When a Flight Attendant on reserve is called for duty, she will be released from reserve. A Flight Attendant will only resume her reserve block after receiving her rest period.
- (c) Flight Attendants on reserve assignment shall be credited with four (4) Credit Hours in any scheduled reserve day. If the Flight Attendant is called for duty on a scheduled reserve day, she will be credited with a minimum of four (4) Credit hours or the actual number of Credit hours worked, whichever is greater.
- (d) A Flight Attendant on reserve assignment shall lose four (4) credit hours pay if she does not answer a call for duty. The Flight Attendant will be released from reserve duty. The Flight Attendant may opt to hold a voluntary reserve shift (without pay). The Flight Attendant will be paid at straight time, subject to the monthly maximum, for any flight assignment worked that day.
- (e) While holding a reserve assignment on a pager, it is the Flight Attendant's responsibility to verify the working order of the pager. If a Flight Attendant will be unable to accept a reserve assignment due to illness, she must contact the Company as soon as the illness is noticed.
- (f) A flight assignment made to a reserve holder may be subsequently changed by the Company.
- (g) Where there *is* more than one (1) Flight Attendant available on reserve, flights/pairings will be distributed as evenly as possible provided there is no negative impact on the operation.
- (h) Any Flight Attendant required to provide reserve coverage at a base other than her home base will be entitled to credit hours calculated in accordance with 6.01 (a) including trip period credits for the time she has been away from home base.

- (i) A Flight Attendant, while on Reserve, may be granted, where operationally practical, a release from duty for up to three (3) hours for the purpose of conducting personal business matters. No grievance shall be raised as a result of the denial of a release.
- (j) Any Flight Attendant who is required to provide reserve coverage at a base other than her home base, will not be assigned to be away for more than four (4) consecutive calendar days without her consent.

5.07 OVERTIME/DRAFT ASSIGNMENTS

- (a) Flight Attendants shall indicate on their monthly bid sheet if they wish to accept Overtime. If a Flight Attendant does not so indicate but does want to accept overtime she must advise Crew Scheduling.
- (b) The following criteria will apply when awarding overtime or drafting:
 - (i) When the Company has at least three (3) hours advance notice prior to flight departure, assignments will be made in order of seniority to Flight Attendants who have volunteered to work overtime. 9a
 - (ii) If the Company does not have at least three (3) hours advance notice or if no Flight Attendants are available on a voluntary basis, the overtime will be assigned by drafting in reverse order of seniority or to a Flight Attendant at the airport.
- (c) All overtime/draft assignments will be subject to the following:
 - (i) the Flight Attendant is legal in all respects.
 - (ii) the Flight Attendant will only be contacted during her crew rest period as per Article 6.03 (a) (iii).
 - (iii) the overtime/draft will not interfere with subsequent flights unless all other provisions are exhausted.
 - (iv) no Flight Attendant will be drafted more than once in a bid period.
 - (v) a Flight Attendant cannot be drafted on Scheduled Days Off consecutive with her vacation as provided for in Article 5.01 (k).
 - (vi) a Flight Attendant shall not be drafted if she would receive less than the required number of scheduled days off, unless the draft procedure as described in 5.07 (b) (ii) has been exhausted.

NOTE: Days on which a Flight Attendant has performed voluntary overtime shall be considered as scheduled days off for the purpose of this clause.

- (d) Extra scheduled Credit Hours worked by a Flight Attendant as a result of a draft will, at the Flight Attendant's option, be paid according to Articles 6.07 and 6.08 or applied to reduce the maximum Credit Hours in a Standard Month (on an hour-for-hour basis) for which the Flight Attendant will be required to bid in the subsequent monthly bidding period.

5.08 PAIRING TRADES

Pairing trades will be allowed in the following manner:

- (a) Flight Attendants will be allowed to trade pairings or reserve days with other Flight Attendants up to one hour prior to check in, subject to approval by the Company after verification with the Flight Attendants involved. Such requests may only be made during office hours Monday to Friday.
- (b) Once a pairing or reserve day is exchanged, it becomes part of the Flight Attendant's block, except for credit and pay purposes.
- (c) Prior to any changes being made to the Pairing Trade Policy, the Company will discuss such changes with the Union.

5.09 REDUCED HOUR (MINI)BLOCKS

- (a) Flight Attendants desiring reduced hour blocks shall make their request to the Company thirty (30) days prior to the month they wish the reduced block specifying the number of hours they request to be blocked to.
- (b) The Company will at their discretion, determine if such a request may be granted and may offer a greater or lesser number of hours subject to the Flight Attendants' agreement.
- (c) A Flight Attendant holding a reduced hour block shall be guaranteed no less than the scheduled hours in her block. Her days off shall be prorated in accordance with her scheduled block hours and the proration tables.
- (d) Flight Attendants holding reduced hour blocks shall not be entitled to volunteer for overtime.
- (e) Flight Attendants who hold reduced hour blocks for greater than two (2) bid periods shall have pay increments, vacation pay, sick days, and General Holidays prorated.

ARTICLE 6 - HOURS OF SERVICE AND OVERTIME

6.01 CALCULATION OF SCHEDULED AND EXTRA CREDIT HOURS

- (a) Credit Hours earned shall be the greatest of (i) through (iv) below:
 - (i) A minimum of four (4) Credit Hours per duty period.
 - (ii) The greater *of the* scheduled or totalled actual Flight Time per duty period.

	<u>Departure</u>		<u>Arrival</u>		<u>Sched Flight Credit</u>	<u>Actual Flight Time</u>
1226	YYJ	8:05	YVR	08:30	0:25	0:34
1116	YVR	9:05	YYD	10:50	1:45	1:55
1115	YYD	11:15	YVR	12:56	1:41	1:35
1233	YVR	13:20	YYJ	13:45	0:25	0:25
Credit Hours 4:29	TOTAL				4:16	4:29

<u>Flight</u>	<u>Departure</u>		<u>Arrival</u>		<u>Sched Flight Credit</u>	<u>Actual Flight Time</u>
1226	YYJ	8:05	YVR	08:30	0:25	0:34
1116	YVR	9:05	YYD	10:50	1:45	1:55
1115	YYD	11:15	YVR	12:56	1:41	1:35
1233	YVR	13:20	YYJ	13:45	0:25	XLD
1250	YYJ	14:00	YVR	14:25	0:25	XLD
1255	YVR	14:45	YYJ	15:10	0:25	0:23
Credit Hours 5:06	TOTAL				5:06	4:27

- (iii) One (1) Credit Hour for each two (2) hours of duty rounded to the nearest minute.
 - (iv) One (1) Credit Hour for each four (4) hours in a Trip Period rounded to the nearest minute.
- (b)
- (i) When a Duty Period consists of deadheading combined with flight duty, the Credit Hours provided for in 6.01 (a) shall apply.
 - (ii) When a Duty Period consists of deadhead only, the Credit Hours in Section 6.01 (a) shall apply.

<u>Flight</u>	<u>Departure</u>		<u>Arrival</u>		<u>Sched Flight Credit</u>	<u>Actual Flight Credit</u>
1226	YYJ	8:05	YVR	8:30	0:25	0:27
1116	YVR	9:05	YYD	10:50	1:46	1:44
1115	YYD	11:15	YVR	12:56	1:41	1:47
1233	YVR	13:20	YYJ	13:45	0:25	0:23
1238	YYJ	14:05	YVR	14:30	0:25	0:25
1240	YVR	16:00	YYD	17:46	1:46	1:46
1117	YYD	18:10	YVR	19:51	1:41	1:41
DH1247	YVR	20:10	YYJ	20:35	0:00	0:00
Credit Hours 8:13	TOTAL				8:09	8:13

- (c) When a change in calendar date occurs enroute, or during a scheduled training period or in the event of advanced or delayed operations at the end of a Standard Month, the scheduled originating date of the flight or training period shall be considered the date to which all Duty Time shall apply.

6.02 DUTY PERIOD

- (a) A Duty Period shall commence:
 - (i) at the earlier of the scheduled reporting time or one (1) hour prior to the scheduled departure time, or
 - (ii) forty five (45) minutes prior to the scheduled departure time and end fifteen (15) minutes after the scheduled arrival time for a Flight Attendant who is deadheading only.
- (b) A Duty Period shall end at the later of:
 - (i) fifteen (15) minutes after the scheduled or actual termination of the flight; or
 - (ii) until released from all duties.
- (c) The maximum scheduled Duty Period (this includes any Duty Period created after block assignment) is fourteen (14) hours.
- (d)
 - (i) The maximum actual Duty Period shall exceed fifteen (15) hours only if agreed to by the Flight Attendant.
 - (ii) Where a Flight Attendant has elected not to exceed the maximum actual Duty Period, she must advise the Captain and Crew Scheduling. The Company shall provide accommodation and per diems as outlined in the Collective Agreement. The Flight Attendant shall be entitled to submit a receipt for a long distance phone call of up to five (5) minutes. Following the minimum rest period, the Flight Attendant will be subject to reassignment or returned to home base.

6.03 REST PERIODS

- (a) Rest Periods will be scheduled between Duty Periods as follows:
 - (i) At a Flight Attendant's home base the minimum Rest Period will be eleven (11) hours, with opportunity for eight (8) hours prone rest.
 - (ii) When a Flight Attendant is away from home base the minimum Rest Period will be ten (10) hours, with opportunity for eight (8) hours prone rest. Upon mutual agreement between the Company and the Union, Scheduled Rest Periods may be reduced to nine (9) hours giving consideration to the location of the hotel and the affected pairings.

- (iii) Due to operational irregularities, the duty period commencement time may be adjusted to less than one (1) hour as described in 6.02 (a) (i) above in order that Legal Crew Rest is provided. When the actual reporting time is reduced, the scheduled reporting time shall be used for the calculation of the duty period as described in 6.01.
- (iv) A Flight Attendant's rest period shall not be interrupted by the Company except as outlined below:
 - (a) during the hour prior to check in
 - (b) nine (9) or more hours prior to check in

6.04 The Standard Monthly Maximum shall be eighty five hours and fifteen minutes (85:15) which is eighty five and one quarter (85.25) credit hours.

6.05 The Minimum Monthly Guarantee shall be eighty two (82) hours until June 30, 1997 and the standard daily credit shall be 2.7 for all purposes (e.g. vacation). Effective July 1, 1997 the Minimum Monthly Guarantee shall be eighty (80) credit hours and the standard daily credit shall be 2.6 for all purposes (e.g. vacation).

NOTE: Flight Attendants who do not serve a full month will have their Minimum Monthly Guarantee prorated in accordance with Appendix "A".

6.06 If a Flight Attendant is awarded a block which has less than the Minimum Monthly Guarantee and the Flight Attendant is required to work additional hours in that month, these hours will be considered to be covered by the Minimum Monthly Guarantee. The hours worked between the Minimum Monthly Guarantee and the Standard Monthly Maximum shall be paid at straight time. If a Flight Attendant exceeds the Standard Monthly Maximum she will be paid overtime in accordance with Article 6.07.

6.07 OVERTIME

- (a) Overtime will be earned, but will not count towards the Standard Monthly Maximum, in the following circumstances:
 - (i) Work on a Scheduled Day Off
 - (ii) Actual Credit Hours exceed the Standard Monthly Maximum
 - (iii) For additional flights at completion of a scheduled pairing.
- (b) Overtime shall be paid at a rate of time and one-half (1 1/2x) the Flight Attendant's hourly rate.
- (c) Overtime will be paid to the Flight Attendant on the 25th payroll provided that the claim is received by the Crew Timekeeper on or before the 5th of that month. Overtime will be paid to the Flight Attendant on the 10th payroll provided that the claim is received by the Crew Timekeeper on or before the 20th of the previous month.

6.08 TIME BANK

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- (a) A Flight Attendant may bank Overtime hours on the basis of one and one-half (1 1/2x) banked Credit Hours for each one (1) Credit Hour worked, to a maximum which is equal to the Standard Monthly Maximum.
- (b) Banked Overtime hours shall be drawn as follows:
 - (i) At a Flight Attendant's request on her bid sheet and subject to operational requirements, the Flight Attendant may withdraw banked overtime for the purpose of reducing her monthly bid: or
 - (ii) At the written request of a Flight Attendant, banked overtime shall be paid out.

6.09 TRAINING CREDITS ✓

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A Flight Attendant shall be credited with 4.0 Credit Hours per training day or part training day. If the training day extends beyond eight (8) Duty Hours, the credit will be one (1) Credit Hour for each extra two (2) hours of Duty Time. However there shall be no compensation for time spent on supplementary training or testing due to failure.

6.10 Where the Company requires a Flight Attendant to attend a meeting on a scheduled day off she will be paid a minimum of one and one half (1 1/2) credit hours at her applicable hourly rate for pay purposes only.

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ARTICLE 7 - RATES OF PAY/BENEFITS

7.01 Rates of pay shall be determined by the Flight Attendant's Date of Hire provided the Flight Attendant works during the full progression period outlined below or unless otherwise specified herein. Flight Attendants who have been absent from work for less than 62 consecutive days or who are absent from work due to Maternity/Parental Leave or WCB shall not have their increment date retarded.

7.02 The following Credit Hour Wages shall apply for Flight Attendants, subject to Article 7.01:

17/02/97

		<u>Ratification</u>	<u>July 01, 1997</u>
FA Prob.	0-6	18.47	18.93
FAI	7-12	19.27	19.75
FA2	13-24	20.85	21.37
FA3	25-36	23.58	24.17
FA4	37-48	27.52	28.21
FA5	49-60	28.69	29.41
FA6	61 +	29.88	30.63

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Flight Attendants who perform Familiarization/Line Indoctrination and/or Training duties shall receive a premium of \$20.00 per duty period and shall be given a minimum of 24 hours notice.

7.03 GROUP INSURANCE AND PENSION BENEFITS

f) Each Flight Attendant shall be covered by the Company's Sick Leave, Weekly Indemnity, and Group Insurance according to the terms of these Plans and as described in the Employee Handbook.

(b) Premium cost share arrangements as described below and as effective upon ratification of this agreement, shall be maintained.

*6-7-97 60%
P. 55 100%*

- Short Term Disability - 100% Company paid
- Long Term Disability - 100% Employee paid
- Accidental Death and Dismemberment - 60% Company paid
- Basic Life Insurance - 60% Company paid
- Extended Health Care - 60% Company paid
- Dental Insurance - 60% Company paid

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(c) The benefits provided under the terms of the above Plans will not be amended without the consent of the Union. Insurance carriers may be changed at the discretion of the Company provided comparable benefits are maintained.

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(d) Where Provincial Medical Coverage is not provided for by legislation, the cost of such coverage shall be borne 60% by the Company and 40% by the Flight Attendant.

*72-999
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135-2-97 60%

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- (e) Each Flight Attendant, upon successful completion of her probation period, shall participate in the Company's Pension Plan according to the terms of this Plan and as described in the Employee Handbook. The Company and the Flight Attendant shall each contribute four percent (**4%**) of the Flight Attendant's gross monthly earnings.
- (f) Each Flight Attendant shall be covered by the Workers Compensation Act.
- (g) Group Insurance benefits will be maintained during a work stoppage provided the Union reimburses the Company for all costs within thirty **130** days of billing.
- (h) A Flight Attendant on layoff shall have the option of maintaining any or all of the optional group benefits on a cost share basis for up to one (**1**) year subject to the terms and conditions of the Company's group insurance plan.

ARTICLE 8 - EXPENSE ALLOWANCES/UNIFORM

8.01 All Flight Attendants shall conform with the Uniform Standards established by the Company.

8.02 The uniform shall not compromise the safety or dignity of the bargaining unit.

8.03 The Company will pay 100% of the cost of the required uniform. Flight Attendants who purchase items in addition to those that are provided shall be responsible for the entire cost and subject to payroll deductions for a period of up to twelve (12) months. The minimum payroll deduction will be twenty-five dollars (\$25.00) per month except for a final balancing payment.

8.04 Prior to implementing a change in uniform style or material, the Company will advise the Union. On request, the Union will be provided with fabric samples of proposed uniform items. The Union will also be provided with copies of any test results obtained by the Company.

8.05 The uniform will consist of the following:

- 1 Cardigan or vest
- 1 Suitcase
- 1 Belt
- 1 Blazer
- 1 Flight Bag
- 2 Scarf/Tie
- 3 Bottom (Pant/Skirt/Short/Dress)
- 6 Blouse/Shirt
- 1 Trench or Rain Coat
- 1 Epaulettes
- 1 Parka
- 1 Winter Scarf

All uniform pieces shall have a useful life of twenty-four (24) months, with the exception of:

- Trench Coats, Raincoats, Belts, Epaulettes, Flight Bag and Winter Scarf which shall have a useful life of thirty six (36) months and
- Parkas and suitcase which shall have a useful life of sixty (60) months.

Upon four (4) weeks written notice a pregnant Flight Attendant will be provided with a maternity uniform. The items included in the maternity uniform are: Jumper, Pants, Tunic Top, Blouse. These items may be totalled and interchanged for a total of six (6) pieces. These items will be returned dry cleaned and in good repair within thirty (30) days of commencement of maternity leave or the Flight Attendant may be charged.

8.06 The Company shall bear the expense of required hemming of new uniform pieces. Upon prior approval other required alterations will be paid for by the Company. Claims for alterations are to be substantiated by receipts.

8.07 Uniform items damaged as a result of normal usage while on duty, shall be repaired or replaced at the Company's discretion.

8.08 An allowance of thirty dollars (\$30.00) per month shall be granted for expenses incurred in the maintenance and cleaning of uniforms.

- 8.09 Flight Attendants will be paid ten (\$10.00) dollars per month toward the purchase of uniform footwear.
- 8.10 The Company will supply or pay the cost of buttons, badges, and insignia, as prescribed by the Company.
- 8.11 The Company shall allow its Flight Attendants to wear the "CUPE Pin" on their uniform.
- 8.12 **PER DIEMS**

.01 On Line Per diems will be provided according to the following guidelines and rates (food items shall not be provided):

- (a) In any scheduled duty period of five (5) hours or greater per diems will be provided in accordance with the following schedule:

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On duty B e f o r e &	On duty —		
0600	0800	Breakfast	\$ 8.00
1100	1300	Lunch	\$10.00
1700	1900	Dinner	\$13.00
2300	0100	Lunch	\$10.00

- (b) No less than two (2) per diems will be provided in any shift of ten (10) scheduled duty hours or more, except when the ten (10) hours includes a **standup** overnight.
- (c) In the event that a layover hotel does not provide meal facilities at some point during the appropriate breakfast, lunch, or dinner periods as outlined above, the Company shall pay, upon submission of receipts, reasonable transportation costs for the flight crew to alternate meal facilities.

.02 Per Diems - Overnight/Away from Home Base

- (a) Flight Attendants on an overnight or away from home base, who are not on duty, shall be eligible for per diems as per the following guidelines and rates:

0600-0800	Breakfast	\$10.65
1100-1300	Lunch	\$12.36
1700-1900	Dinner	\$20.00

- .03 If a meal period occurs outside of Canada the applicable Per Diem shall be paid in that country's currency or the Canadian equivalent.
- .04 (a) Each Flight Attendant shall receive a one time advance of \$2() to cover the period of time between incurring and being reimbursed for eligible expenses. Such advance shall be placed in the Flight Attendant's mailbox on the first business day following the Flight Attendant becoming qualified. Such advances shall be deducted from the Flight Attendant's final pay upon termination or layoff.
- (b) Flight Attendants shall have up to six (6) months from the end of the month in which the expense was incurred, to claim expenses.

8.13 ACCOMMODATIONS

- .01 The following accommodations shall be provided for crew rest during layovers:
- (a) More than five (5) hours - adequate single hotel room.
- (b) Hours will be determined from ramp arrival to departure.
- .02 A Flight Attendant who is **overighting** or on a **standup** overnight away from home base while on flight duty, deadheading, training, or other Company business, will be provided with single room accommodation at Company expense in accordance with the provisions of this Article.
- .03 The Company will provide Flight Attendants with single accommodation at layover stations that is adequate and comparable to that afforded other members of the crew.

ACCOMMODATION COMMITTEE

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The Union shall appoint a representative to an Accommodation Committee. This representative will suffer **no loss** of pay. In the event that the Component President attends and is not acting as the representative she may attend providing there is no cost to the Company. The Committee shall be responsible for recommending policies and procedures regarding accommodation arrangements. The Committee shall meet as required to evaluate current arrangements and recommend changes when appropriate.

8.14 TRAVEL AND MOVING EXPENSES

- .01 A Flight Attendant who is awarded an assignment as a result of a Statement of Preference will not be eligible for the provisions of Article 8.14.04, .05, .06 and .07.

- .02 If the Company requires a Flight Attendant to move at the Company's request, she will be eligible for the provisions of Articles **8.14.04**, **.05**, **.06**, and **.07**.
- .03 A Flight Attendant who **is** required to move as a result of the layoff and recall process in Article 17 will be eligible for the provisions of Articles **8.14.04**, **.05**, **.06** and **.07**. Moving expenses will be from the location of layoff to the location of the new assignment.
- .04 The actual cost of moving household and personal goods, including packing and unpacking, and disconnecting and reconnecting of appliances will be paid by the Company. Costs associated with such items as building materials and firewood, automobiles, storage sheds, goods from a second residence, servicing of waterbeds, and disassembling and assembling of speciality items such as pool tables and swing sets are not included. Mileage for one vehicle may be claimed as per Company policy.
- .05 A maximum of thirteen (13) Credit Hours paid time off, subject to operational requirements and individual circumstances, will be granted to allow the Flight Attendant to ~~house/apartment~~ hunt and relocate to the new location. Associated meal and accommodation costs for the Flight Attendant and spouse and dependent children would be paid by the Company, based on existing meal per diems, with dependent children receiving 50% of the per diem. Positive Space passes shall be provided for up to three **3** return trips to the new location, subject to the Company's Pass Policy.
- .06 If housing is not immediately available, accommodation and meal costs for the Flight Attendant and her spouse and dependent children will be paid by the Company, based on existing meal per diems, for up to fourteen (**14**) calendar days. Dependent children would receive 50% of the per diem. The meal per diem would not apply in cases where the Flight Attendant was already receiving it for a work related reason.
- .07 REAL ESTATE AND LEGAL FEES
- (a) Customary and reasonable real estate and legal fees directly associated with the sale of the Flight Attendant's primary residence shall be covered by the Company. To be eligible for legal fee reimbursement, prior arrangements must be made through the Company.
- (b) Customary and reasonable legal fees directly associated with the purchase of the Flight Attendant's primary residence shall be covered by the Company. To be eligible for legal fee reimbursement, prior arrangements must **be** made through the Company.

- (c) Customary and reasonable fees directly associated with breaking a lease shall be covered by the Company. To be eligible for this benefit, prior arrangements must **be** made through the Company.

8.15 AIRPORT PARKING

- (a) The Company will provide free parking to Flight Attendants at the Company designated check-in locations. In the event that a Flight Attendant lives in a city other than the designated base of operation, she may submit an **expense** claim (with receipts) and shall be reimbursed for the **lesser** of the actual monthly cost of parking or the cost of parking at her designated check-in location.
 - (b) The Company shall provide transportation between the check-in location and the terminal building if they are not within reasonable walking distance.
- 8.16 At layover stations, where transportation is not provided within thirty (30) minutes after arrival, Flight Attendants may use other reasonable means of transportation and may claim reimbursement for such transportation provided that Crew Scheduling **is** notified that transportation has not arrived prior to making other arrangements.

ARTICLE 9- VACATIONS AND GENERAL HOLIDAYS

9.01 The Vacation Year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current Vacation Year will be taken in the subsequent calendar year.

9.02 A Flight Attendant who has worked a full vacation year shall be entitled to vacation with pay as follows:

<u>Length of Service with the Company</u>	<u>Vacation</u>
Less than one year	Proration of 14 calendar days
1 year up to 3 years	14 calendar days
3 years up to 10 years	21 calendar days
10 years or more	28 calendar days
20 years or more	35 calendar days

In the calendar year in which a Flight Attendant attains three (3) years of service, ten (10) years of service and twenty (20) years of service, vacation entitlement for that calendar year will be prorated based on her anniversary date from her date of hire. For example, if a Flight Attendant attains three (3) years of service on April 1, 1990 her 1990 vacation entitlement (accrued in 1989) would be based on 3/12 of fourteen (14) calendar days plus 9/12 of twenty one (21) calendar days.

Where a Flight Attendant is absent for more than 62 consecutive days, her vacation pay shall be prorated as follows:

$$\frac{365 - \text{days absent}}{365} \times \text{entitlement} = \text{vacation pay}$$

9.03 A Flight Attendant while on vacation shall receive a credit of 2.7 credit hours per calendar day (82 credit hours per month / 30 days per month) toward her Standard Monthly Maximum as outlined in Appendix "A1". Effective July 1, 1997 a Flight Attendant while on vacation shall receive a credit of 2.6 credit hours per calendar day (80 credit hours per month / 30 days per month) toward her Standard Monthly Maximum as outlined in Appendix "A2".

9.04 The following days are recognized by the Company as General Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Remembrance Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Handwritten calculation: $\frac{120}{10} = 12$

Handwritten notes on the left margin: 12/13, 2/1, 4/12, 4/10, 5/10, 2/0

9.05 In lieu of the ten (10) General Holidays provided for above, fourteen (14) vacation days will be substituted (1.4 vacation days per General Holiday). These days will be accrued, granted and credited in the same manner as vacation days, and will be added to the Flight Attendant's vacation for the following year.

9.06 Eligibility for General Holidays as outlined in Articles 9.04 and 9.05 requires the completion of thirty (30) calendar days of employment with the Company.

9.07 Vacation and General Holiday periods shall be taken in the vacation year immediately following that in which the vacation and General Holiday entitlement was earned (i.e. all entitlements earned prior to December 31st shall be taken during the year January 1st to December 31st next).

9.08 Vacation entitlements, including days in lieu of General Holidays, may be split at the Flight Attendant's request only as follows:

7 calendar days or less entitlement	-	0 split
8 to 14 calendar days entitlement	-	1 split
15 to 21 calendar days entitlement	-	2 splits
22 to 28 calendar days entitlement	-	3 splits
29 calendar days plus entitlement	-	4 splits

NOTE: No splits shall be less than four (4) calendar days.

9.09 VACATION BID AWARD PROCEDURES

Vacation periods shall be awarded by Base in accordance with Base seniority.

(a) Vacation availability will be determined by the Company based on operating requirements. The Company shall post at each Base on or before the 1st of October, a roster of vacation periods anticipated to be available for the period January 1 to December 31 inclusive of the following year.

(b) Prior to October 15, each Flight Attendant must file her preference for the vacation periods desired.

(c) If a Flight Attendant fails to file her preference, her vacation time will be assigned.

(d) Vacation awards will be posted no later than November 15th.

(e) The Vacation Bid package will be used for all vacation awards. See Appendix "G".

9.10 ALTERATION

(a) Awarded vacation periods shall not be changed unless an agreement is reached between the Company and the Flight Attendant.

- (b) Vacation periods vacated and that are available shall be awarded on the basis of seniority, to Flight Attendants who have submitted their written request to Crew Planning prior to the date of the award.
- (c) Changes to the Flight Attendant's assigned vacation due to a change of base location may be made by the Company and will, to the extent practicable, recognize the personal preference of the Flight Attendant.
- (d) An employee who is unable to commence her awarded vacation or General Holiday *period(s)* due to illness, injury or maternity/parental leave shall be awarded a new *period(s)* upon return to duty subject to the availability of such periods based on operational requirements. If the employee returns to duty on or after November 1 of any year the vacation shall be deferred to the following year upon her request.

ARTICLE 10 - LEAVES OF ABSENCE

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10.01 (a) Prior to the award of blocks, the Company may grant a Flight Attendant a Leave of Absence, without pay, where operational requirements permit. Where there are concurrent requests, at the same base, leaves will be granted in order of seniority. Seniority shall be accrued for up to twelve (12) months and retained thereafter. A Flight Attendant may bid on vacancies while on a Leave of Absence. If she is the successful bidder she may be required to return from her Leave of Absence to commence the new base assignment.

(b) Following the award of blocks and upon request of a Flight Attendant, the Company may release a Flight Attendant from duty, without pay, where operational requirements permit.

(c) In special circumstances a Flight Attendant may be granted extended Leave of Absence and retain and continue to accrue seniority upon mutual agreement between the Company and the Union.

10.02 Leaves of absence may be initiated by:

(a) a request of the Company for Flight Attendants who may wish to volunteer to take a Leave of Absence in lieu of a Flight Attendant layoff under the provisions of Article 17, or:

(b) a request of the Flight Attendant for personal reasons.

10.03 A Flight Attendant returning from Leave of Absence shall return to her previous assignment providing her seniority entitles her to hold the assignment. In the event her seniority does not allow her to hold her previous assignment, she may exercise her seniority to displace a junior Flight Attendant in accordance with the provisions of Article 17.

10.04 Leaves of Absence may be granted with pay for other reasons deemed valid by the Company. The duration of such leaves shall be at the discretion of the Company.

10.05 Travel privileges will be maintained during a Leave of Absence in accordance with Company policy for a period of six (6) months.

In the case of Maternity or Parental Leave they shall be maintained for the entire leave. In the case of leaves for medical reasons or WCB travel privileges shall be maintained subject to Company policy for the entire leave.

10.06 MATERNITY LEAVE

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Maternity Leave shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto, as follows:

NOTE: For reference purposes, the applicable provisions of the Canada Labour Code [section 206-209] are attached as Appendix "B".

- (a) The Flight Attendant must give notice to the Company in writing at least four (4) weeks prior to commencement of leave.
- (b) The Flight Attendant must provide a certificate from a qualified medical practitioner certifying she is pregnant.
- (c) The Flight Attendant must advise in writing the intended length of leave.
- (d) Maternity leave shall consist of a period not to exceed seventeen (17) weeks and shall commence no earlier than eleven (11) weeks prior to the estimated date of confinement, and end not later than seventeen (17) weeks following the actual day of confinement.
- (e) The Company may only require a pregnant Flight Attendant to take a Leave of Absence without pay if the Flight Attendant is unable to perform an essential function of her job and no appropriate alternative job is available for that Flight Attendant and only for such time that she is unable to perform that essential function.
- (f) The burden of proving a pregnant Flight Attendant is unable to perform an essential function of her job rests with the Company.

10.07 MATERNITY RELATED REASSIGNMENT AND LEAVE

In accordance with the provisions of the Canada Labour Code, an employee who is pregnant or nursing may request a maternity related reassignment and leave if by reason of her 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.

NOTE: For reference purposes, the applicable provisions of the Canada Labour Code [section 204-205] are attached as Appendix "B".

10.08 PARENTAL LEAVE

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Parental Leave without pay shall be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto, as follows:

NOTE: For reference purposes, the applicable provisions of the Canada Labour Code section [206.1-209] are attached as Appendix "B".

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(a) Parental Leave consists of a **maximum of twenty four (24) weeks and** may be taken by either natural or adoptive parents who assume actual care and custody of a newborn or **newly** adopted child. The amount of Parental Leave is reduced by any such leave taken by the other parent and may started as follows:

- (i) on the day the child is born;
- (ii) on the day the child (newborn or adoptive) comes into the actual care and custody of the Flight Attendant; or
- (iii) where a Flight Attendant has taken maternity leave, immediately upon the expiration of that leave.

10.09 Seniority shall accrue throughout Maternity and Parental Leave. Benefit plans may continue in force during Maternity Leave/Parental Leave, providing the Flight Attendant pays, in advance, any normally required monetary contributions by means of monthly post dated cheques. A Pension Plan participant who is on Maternity Leave/Parental Leave may continue to contribute to the Plan for the duration of the leave.

10.10 Upon the request of the Flight Attendant the Company may grant an extension of the maternity or extended parental leave.

10.11 ~~BEREAVEMENT LEAVE~~

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Every Flight Attendant with three (3) months or more service shall be granted, in the event of the death of a member of his/her immediate family, Bereavement Leave with pay as follows:

- (a) Death of spouse, common-law-spouse or child - the first five (5) days immediately following the date of death.
- (b) Death of immediate family member other than spouse or child - the first three (3) days immediately following the date of death.

Immediate family is defined as spouse, common-law spouse, children of Flight Attendant and/or spouse, parents of Flight Attendant or spouse, grandparents of Flight Attendant or spouse, brothers and sisters of Flight Attendant or spouse, and grandchildren of Flight Attendant or spouse.

10.12 COMPASSIONATE LEAVE

Unpaid Compassionate Leaves may be granted by the Company. In special circumstances the Company may grant the leave with pay.

10.13 JURY DUTY

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Flight Attendants who serve on jury duty, who appear in court as the result of being subpoenaed, or who are subpoenaed by a coroner to appear as a witness shall be granted a Leave of Absence and shall retain and accrue seniority for all

purposes during such Leave of Absence. Compensation at her current salary will be maintained by the Company, less any fees she may receive as a result of jury duty (exclusive of meals and travel expense reimbursement).

10.14 UNION LEAVE/APPOINTMENT

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A Flight Attendant shall be granted a Leave of Absence without pay for up to two (2) years to accept a full time position as an Officer of the Union. Such Flight Attendant will continue to retain and accrue seniority. Travel privileges shall be maintained, in accordance with Company policy, throughout this leave. If she returns to a position within the scope of this Agreement she will be entitled to a position as per Article 10.03.

- (b) The Company will grant unpaid flight releases and/or Leaves of Absence for Union business subject to operational requirements and provided they are requested in writing and signed by the Component President or her designated representative. The Company shall assume the full cost of the first sixty (60) hours of Union releases granted in any standard month. Flight Release hours may be banked to a maximum of one hundred and eighty (180) hours. Additional costs of further releases will be assumed by the Union. In such cases the Company agrees to pay the Flight Attendant and shall bill CUPE. When the Flight Attendant is able to bid the time off she shall be credited with four (4) credit hours. When a Flight Attendant is released from a pairing she shall receive credit equivalent to the scheduled credit. (Refer to LOU #1)
- (c) All employee witnesses called by the Union for grievance and arbitration proceedings shall be granted time off subject to operating requirements and the Union shall be billed as per (b) above. Representatives of the Union shall be granted time off subject to operating requirements to participate in the processing of grievances and the Union shall be billed as per (b) above.
- (d) Passes for Union business shall be provided, subject to the Company's Pass policy as follows:
- Positive space passes - Collective Bargaining meetings with the Company; meetings with the Company which are requested by the Company; maximum of two for arbitration hearings; Grievance hearings; meetings with the Company which are requested by the Union.
 - Space available passes - Other Union business.
- (e) The Union Blocking Committee will assist the Company in awarding the monthly blocks. Five (5) CUPE representatives shall receive credit for blocking, however, this policy is subject to review with possible reductions or eliminations as system changes occur.

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ARTICLE 11 - MEDICAL REVIEW PROCEDURES

11.01 Medical examinations required by the Company for any reason shall be performed by an approved physician of the Company's choice at the Company's expense.

11.02 Any Flight Attendant hereunder who fails to pass a Company medical examination as set out in 11.01 above may, at her option, have a review of her case in the following manner:

- (a) She may employ a qualified medical examiner of her own choosing and at her own expense, for the purpose of conducting a physical examination for the same purpose as the medical examination made by the Company medical examiner.
- (b) A copy of the findings of the medical examiner chosen by the Flight Attendant shall be furnished to the Company, and in the event that such findings verify the findings of the Company medical examiner, no further medical review of the case **will** be afforded.
- (c) In the event that the findings of the medical examiner chosen by the Flight Attendant shall disagree with the findings of the Company medical examiner, the Company **will**, at the written request of the Flight Attendant, ask the two medical examiners to agree upon and support a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further medical examination of the Flight Attendant.
- (d) The said disinterested medical examiner shall make a further examination of the Flight Attendant in question, and the case shall be settled on the basis of **his** findings.
- (e) The expense of employing the disinterested medical examiner shall be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Flight Attendant.
- (f) It is specifically agreed that the findings of the medical examiners concerned herein shall be unbiased and no exchange of medical opinions or history shall be made, either in writing or verbally, until each medical examiner has examined the Flight Attendant concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 12.02 Appeals from disciplinary or discharge actions are excluded from the provisions of this Article 12 and will be handled in accordance with Article 13, Discipline and Discharge.
- 12.03 Grievances under this Article 12 may be initiated by any Flight Attendant who considers herself aggrieved or by the Union.
- 12.04 Any Flight Attendant who considers herself aggrieved shall attempt to obtain a satisfactory settlement with her Regional Flight Attendant Manager/Supervisor and may be accompanied by a Union representative. Complaints not presented within fifteen (15) days from the date of or reasonable awareness of the alleged cause of complaint occurs is abandoned and without recourse. **The** Regional Flight Attendant Manager will make known her decision to the grievor within ten (10) days of presentation of the complaint.
- 12.05 Where no settlement is reached as specified in Article 12.04, the grievance may be submitted in writing by the Union through the following steps:
- STEP 1 The Manager Inflight Services or her designated representative (neither of which shall be the management representative involved in 12.04).
- STEP 2 The Director, Inflight Services or her designated representative (neither of which shall be the management representative previously involved in this process).
- 12.06 The following time limits shall apply at all **steps** specified in Article 12.05:
- (a) A hearing shall be held within ten (10) days of the receipt by the Company of a written notice of grievance.
 - (b) All decisions shall be rendered within ten (10) days of the hearing and shall be communicated in writing to the parties concerned, including the Union.
 - (c) Appeals to STEP 1 or STEP 2 as provided in 12.05 must be submitted in writing within ten (10) days of receipt of any written decision.
 - (d) Time limits will be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing.
- 12.07 Grievances of general or policy nature may be initiated by the Union. Such grievances must be initiated in writing by the Union to the Director, Inflight Services within fifteen (15) calendar days from the date of reasonable awareness of the occurrence. The Company will make known their decision within ten (10) calendar days from the date the grievance was initiated.

12.08 All grievances initiated **must be signed by the grievor or a Union Official and specify in writing the following:**

- (a) The nature of the grievance and the circumstances or causes out of which it arose;
- (b) The Article or Articles of the Agreement alleged to have been violated;
- (c) The remedy, or correction, that is requested to be made.

12.09 Where the procedures outlined in this Article have been exhausted, the grievance may be referred to the arbitration procedure in accordance with Article 12 within thirty (30) calendar days of receipt of the final decision in this Grievance Procedure.

12.10 Any grievance decision not rendered by the Company or the Union within the relevant time limit (except where the time limits have been extended by mutual agreement), shall be automatically advanced to the next step.

12.11 Upon request of either party, the other party shall provide the requesting party with copies of all documents relevant to the grievance to the extent it is practical and reasonable to **do so**.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- 13.01 The Company shall only discipline or discharge a Flight Attendant for just cause. The burden of proof of just cause shall rest with the Company. In the subsequent grievance proceedings or arbitration hearing, evidence of both parties shall be limited to the events up to the time the Company's action is taken as stated in the discharge or discipline notice to the employee.
- 13.02 No employee shall be disciplined or discharged without being charged, in writing with a copy to the Union, with one (1) or more specified offences.
- 13.03 The Company will make every reasonable attempt to expedite the investigative process relative to any potential discipline of a Flight Attendant.
- 13.04 (a) Where disciplinary or discharge action is contemplated, the Flight Attendant involved may, where necessary, be held out of service pending investigation for up to seven (7) consecutive calendar days in order to provide local management with sufficient time to investigate and consider all factors involved. If a Flight Attendant is held out of service for a longer period than the penalty or discipline assessed she shall only have her pay adjusted for such penalty or discipline.
- (b) The Flight Attendant shall be notified in writing by the Company of the nature of the incident being investigated, the anticipated length of the "held out of service" period, the time, date and location of the investigative meeting and the right to Union representation.
- (c) The Flight Attendant and the Union shall be advised in writing of the outcome of the investigation. If discipline is assessed, the letter required under Article 13.02 will meet these requirements.
- 13.05 During an office discussion or interview with management personnel which might be the basis of disciplinary action, a Flight Attendant or Union representative shall have the right to have a Union designated representative present and participating.
- 13.06 A Flight Attendant, who has been disciplined or discharged and who considers herself unjustly dealt with, or the Union on her behalf may grieve in writing as defined under Article 12 through the Union except that such grievance shall be initiated at Step 2.
- Any grievance, not presented within fifteen (15) days from the date the Flight Attendant receives written notice pursuant to Article 13.02 is abandoned and without recourse.
- 13.07 The Union shall provide the Company in writing with the names of its accredited representatives empowered by the Union to exercise duties in relation to this Article.

ARTICLE 14 - ARBITRATION

- 14.01 Any grievance not settled in accordance with Articles 12 and 13 may be submitted to an Arbitrator selected jointly by the parties. The party selecting arbitration will submit the name of one (1) or more Arbitrators to the other party.
- 14.02 If the parties are unable to agree on the choice of an Arbitrator within fifteen (15) calendar days after notice of intent has been received, the Minister of Labour shall be requested to name the Arbitrator.
- 14.03 (a) By mutual agreement of the Parties, a Board of Arbitration may be established and shall consist of one (1) member appointed by the Union, one (1) member appointed by the Company, and a Chairperson jointly agreed upon by the two (2) appointees or, on failing such agreement, by the Minister of Labour on the request of either appointee.
- (b) Each party must appoint its member to the Board within fifteen (15) calendar days of receipt of a written submission to arbitration.
- (c) The two (2) members shall, within ten (10) calendar days after their appointment, attempt to select a Chairperson.
- 14.04 The Arbitrator or Board shall have jurisdiction to consider any matter properly submitted to her under the terms of this Agreement, but shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement. The Arbitrator may request a pre-hearing conference.
- 14.05 No grievance shall be defeated merely because of a mistake or editorial error, provided it was filed within the time lines set forth in this Agreement.
- 14.06 The Arbitrator or Board shall establish their own procedure consistent with the requirements of natural justice.
- 14.07 The Arbitrator or Board shall make every effort to render a decision with minimum delay and in no case more than thirty (30) calendar days from the date of the final hearing.
- 14.08 In the case of disciplinary or discharge grievances, the Arbitrator or Board shall have the authority to determine whether the disciplinary action taken by the Company was for just and proper cause and the Arbitrator or Board shall have the authority to amend the disciplinary penalty imposed. This may include exoneration, reduction or modification of the discipline or discharge.
- 14.09 A decision of the Arbitrator or the majority of the Board shall be final and binding on the Union, the Company and the employee involved.
- 14.10 The compensation of the Arbitrator and the expenses incurred by her shall be borne equally by each party. In the case of a Board each party shall assume the expenses of its own nominees.

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- 14.11 Neither the Union nor the Company shall subpoena an Employee Counsellor and the confidentiality of information contained in the Employee Assistance Program files shall be respected.
- 14.12 Upon request of either party, the other party shall provide the requesting party with copies of all documents relevant to the grievance to the extent it is possible and reasonable to do so.
- 14.13 The provisions of this Article shall not in any way limit, restrict or abridge any rights or privileges accorded either party according to law.

ARTICLE 15 - SENIORITY GENERAL

- 15.01 la) A Flight Attendant's Seniority Date shall be based on her first day of initial training subject to the following:
- (i) Upon successful completion of initial training the Company may select the individuals required at that time.
 - (ii) A lottery between the selected individuals shall immediately follow to determine their order and subsequent seniority number. Upon successful completion of their first Line Indoctrination, a Flight Attendant's seniority date shall be the first day of initial training and she shall accrue seniority in accordance with the provisions of this Agreement.
- (b) Notwithstanding 15.01 (a), in the event that an individual is selected by the Company more than sixty (60) days beyond her first day of initial training, her seniority date shall be the date of her first successful line indoctrination and shall accrue seniority in accordance with the provisions of this Agreement. If two or more Flight Attendants are assigned Line Indoctrinations on the same date, their order and subsequent seniority number shall be determined by lottery.
- (c) The lotteries referred to above shall be conducted by the Company with a Union Representative in attendance.


15.02 The seniority list shall form part of this Agreement and is attached as Appendix "C".

15.03 Seniority of all Flight Attendants shall be on a system-wide basis.

15.04 A Flight Attendant shall lose her seniority and her employment shall be considered terminated if she:

- (a) resigns
- (b) is discharged for cause
- (c) retires (loss of seniority shall not affect benefits for which the retiree is eligible)

or, as otherwise provided for in this Agreement.



ARTICLE 16 - FLIGHT ATTENDANT SYSTEM SENIORITY LIST

16.01 The Company shall establish and maintain a Flight Attendant System Seniority list showing for each Flight Attendant listed thereon:

- la) Seniority number
- (b) Name
- (c) Date of Hire as a Flight Attendant.

16.02 SENIORITY LIST

- (a) Initial Posting

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

- (b) Protests

Prior to March 1st in each year, a Flight Attendant may protest in writing to the Director, Inflight Services in respect of any purported error or omission affecting her seniority as reflected in the Flight Attendant System Seniority List posted for such year.

- (c) Revised Lists

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

- ld) Protests

Prior to May 1st. any Flight Attendant whose seniority was affected by any change made to the revised Flight Attendant System Seniority List may protest in writing to the Director, **Inflight** Services and with **a** copy to the Local President of the Union.

- (e) Final List

Prior to June 1st, the Company shall **post** the Final Flight Attendant System Seniority List as of January 1st of that year.

16.03 The Flight Attendant System Seniority List shall subsequently be divided into Base Seniority Lists. All Base Seniority Lists shall be available at each Flight Attendant base with a copy to the Component President. The Base Seniority List shall v for each Flight Attendant listed thereon:

- (a) Seniority Number
- (b) Name
- (c) Date of Hire
- (d) Leaves of Absence
- (e) Status

16.04 When additional Flight Attendants are hired they shall be added to the next Base Seniority List and Bid Package. The Union shall be notified in writing.

ARTICLE 17 - FILLING OF VACANCIES/LAYOFF AND RECALL

17.01 The provisions of this Article apply to filling of vacancies, layoffs and recalls from layoff.

Definition: Layoff means a period of more than thirty (30) days where no work is scheduled for the affected employees.

Definition: Vacancy means an unfilled Flight Attendant position as determined by the Company.

17.02 Vacancies at any base shall be bulletined as far in advance as is practicable (no less than seven (7) calendar days), at all bases where Flight Attendants are based.

17.03 Vacancies shall be filled in order of seniority according to the following sequence:

- LOF
- (a) A Flight Attendant who has been previously displaced from her base and has filed a Statement of Preference within ninety (90) days of her displacement.

This Statement of Preference shall remain valid and this Article shall apply until:

- (i) the Statement of Preference is awarded, or
(ii) the Flight Attendant declines the award, or
(iii) the Statement of Preference is rescinded by the Flight Attendant.

- 27 d)
- (b) Recall Flight Attendants laid off from the base where the vacancy exists. The most senior Flight Attendant, laid off from the base, shall have the first opportunity to accept the recall. If that Flight Attendant refuses the recall the next most senior Flight Attendant, laid off from the base, shall have the opportunity to accept the recall continuing down the base seniority list until the vacancy is filled.

- (c) In the event that the vacancy remains unfilled through this process, the most junior Flight Attendant on layoff, from the base, must accept the recall or her employment will be terminated. The next most junior Flight Attendant, laid off from the base, must then accept the recall or her employment will be terminated, continuing in reverse order of seniority until the vacancy is filled.

- (d) Act on Statements of Preference.

- (e) Recall laid off Flight Attendants excluding those described in (b). The most senior Flight Attendant shall have the first opportunity to accept the recall. If that Flight Attendant refuses the recall the next most senior Flight Attendant shall have the opportunity to accept the recall continuing down the system seniority list until the vacancy is filled.

(f) In the event that the vacancy remains unfilled through this process, the **most junior Flight Attendant** must accept the recall or her employment will be terminated. The next most junior Flight Attendant must then accept the recall or her employment will be terminated, continuing in reverse order of seniority until the vacancy is filled.

(g) Assignment(s) of graduate(s) from a training class.

17.04 A Flight Attendant, including those on layoff, who desires to transfer to a different Base may file a Statement of Preference in writing with the Manager, Inflight Services in a manner prescribed by the Company, stating the Base or Bases in order of preference to which she desires to transfer and the date on which such statement is to become effective. The Manager, Inflight Services will acknowledge receipt of the Flight Attendant's Statement of Preference.

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

17.06 Selection of Flight Attendants from those who have filed a Statement of Preference will be based on seniority. The most senior Flight Attendant shall be awarded the position subject to the other provisions of this Article. Upon transfer a Flight Attendant may file another statement of preference.

17.07 Flight Attendants are expected to keep their Statement of Preference current. If, however, a selection is made by the Company and the Flight Attendant declines when notified, the Company need not accept any further Statements of Preference from the Flight Attendant for a period of six **(6)** months from the date of declination.

17.08 The Company shall post the name of the successful bidder at each Base.

17.09 The Company will award Leaves of Absence (in order of seniority) and then Reduced Hour Blocks (in order of seniority) by base, prior to laying off in accordance with Article **17.11**.

17.10 Flight Attendants shall be notified in writing as far in advance as possible of any layoff but in no case less than fifteen **(15)** days prior to the date of the layoff. In situations where base closures or severe reductions of hours occur, such shall be deemed to be a layoff for any employees affected.

17.11 Layoffs will occur by Base. The layoff shall be in reverse order of seniority. A laid off Flight Attendant may bump any junior Flight Attendant who is also the most Junior Flight Attendant at a base provided she advises the Company of this decision by registered mail or telegram, with a copy to the Union, within seven **(7)** days of receipt of her layoff notice. The first Flight Attendant who has been bumped in accordance with this Article may bump any junior Flight Attendant who is also the most Junior Flight Attendant at a base provided she advises the Company of this decision by registered mail or telegram, with a **copy** to the Union, within seven **(7)** days of receipt of her layoff notice. The second Flight Attendant who has been bumped in accordance with this Article may only bump

102.1) the most Junior Flight Attendant on the system Seniority List or **accept layoff**, Notwithstanding **Article 8.14.03**, only a Flight Attendant who has bumped the most Junior Flight Attendant on the System Seniority List shall be eligible for the provisions of Articles 8.14.04, .05, .06 and .07.

17.12 Where a Flight Attendant is laid off, seniority shall be maintained and shall accrue for a continuous period of five (5) years. If the layoff period exceeds five (5) years the Flight Attendant shall lose her seniority and her employment shall be considered terminated.

17.13 A laid off Flight Attendant may request payment of outstanding vacation pay anytime during their layoff period.

17.14 Flight Attendants who have been laid off shall file their address by registered mail to the Director, **Inflight** Services with a copy to the Union, and shall thereafter promptly advise the Company and the Union of any changes of address.

17.15 Notice of recall shall be sent by registered letter or telegram to the last address filed by the Flight Attendant and such notice shall be deemed to have been received by the Flight Attendant as shown in the records of the Post Office or the telecommunications company concerned. The Flight Attendant so notified shall advise the Company by registered mail or telegram, with a copy to the Union, within seven (7) days of receipt of such recall notice, as to whether she will or will not return to work at the time specified in the recall notice. The time period from notification to report to a base will be no less than 14 calendar days. If the laid-off Flight Attendant declines the recall or does not return to work at the time specified in the recall notice, or such longer period as may be mutually agreed upon, it shall be assumed that the recall has been refused. Conditional recall notices may be issued in order that staffing requirements are met.

17.16 The Company will notify the Union of operational changes which will affect the number of Flight Attendants.

ARTICLE 18 - TRANSFER TO SUPERVISORY POSITIONS

- 18.01 Nothing in this Agreement shall restrict the Company's right to select and assign Flight Attendants to supervisory positions or the right to withdraw Flight Attendants from such supervisory positions.
- 18.02 (a) A Flight Attendant transferred to **supervisory/management** duties within the **Inflight** Services Department shall retain and accrue seniority for a period of six **(6)** months. She shall retain but not accrue seniority for an additional six **(6)** months while in that capacity if **the** period is unbroken. After one **(1)** year in such capacity, whether continuous or not, **all** seniority rights as provided for in this Agreement shall be relinquished. Prior **to** displacing a Flight Attendant in order to return to line flying, Leaves of Absence and Reduced Blocks will **be** offered.
- (b) Employees as per Appendix "D" who hold seniority shall maintain but not accrue such seniority. In the event that these employees return to the bargaining unit and subsequently transfer back to supervisory duties the terms of **18.02 (a)** shall not apply. Return to line flying duties may only be through a Statement of Preference to fill an available vacancy or be assigned a position by the Company.
- 18.03 A Flight Attendant who transfers **outside the** Inflight Services Department shall retain and accrue seniority for a period of not greater than six **(6)** months.
- 18.04 When a Flight Attendant is temporarily transferred, on account of sickness or injury, to a non-flying position excluding a supervisory position she shall retain and accrue **seniority**.
- 18.05 (a) Supervisory personnel shall not bid for pairings.
- (b) Supervisory personnel may displace Flight Attendants in order to conduct marketing related **inflight** service research or training (which includes line indoctrination or familiarisation flights). In the event that a Flight Attendant is displaced from her flight she shall be paid and credited for the pairing as scheduled. She shall be free of all duty for the period of time for which she is displaced.
- (c) Supervisory personnel **will** be permitted to operate flights in order to meet unforeseen operational requirements. This includes situations where the Company would otherwise experience a **loss** of passenger revenue or a flight delay or cancellation.

ARTICLE 19 - UNION/COMPANY MEETINGS

That the parties to this Agreement recognize that regular meetings between the Company and the Union are in the parties joint interests. Accordingly, for these purposes, the following provisions shall apply:

- 19.02 Union/Company Committee meetings will be held during the term of this Agreement at the request of either party and shall be chaired by a representative of the Company and the Union on a rotational basis.
- 19.03 Topics for discussion shall not include matters submitted to grievance or arbitration in accordance with the applicable provisions of the Agreement, except with the mutual consent of the parties. It is hereby mutually agreed by the Company and the Union that any such ~~discussion~~ undertaken with respect to any grievance or arbitration shall be deemed to be "without prejudice" to either Party.
- 19.04 Suggested agenda topics will be submitted to the Chairperson at least one (1) week prior to the meeting. A finalised agenda will be provided at the earliest opportunity to both parties to allow each to prepare for the necessary discussion(s). By mutual agreement, additional topics may **be** added to any agenda at any time.
- 19.05 Union members/Component Executive who sit on the Union/Company Committee shall be blocked whenever possible and shall receive the minimum credit per day. In the event that meetings are not blocked, members shall be flight released subject to operational requirements and shall suffer no **loss** of pay.

ARTICLE 20 - DEDUCTION OF DUES

- 20.01 The Company shall deduct on the payroll for each pay period of each month from the wages due and payable to each employee coming within the scope of the Collective Agreement and who has completed one (1) month service under this Agreement, an amount equivalent to the monthly union dues to the Union, subject to the conditions and exceptions set forth hereunder.
- 20.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.
- 20.03 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because there were not sufficient wages payable to the employee on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in the earlier month.
- 20.04 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals by Base, shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company, not later than forty (40) calendar days following the pay period in which the deductions are made.
- 20.05 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
- 20.06 In the event of any action at law against the parties hereto resulting from any deduction(s) from payroll made or to be made by the Company pursuant to this Article of this Agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction(s) from payroll.

20.07 DUES RECEIPTS

At the time that Income Tax (T-4) slips are made available, the Company shall show the amount of union dues paid by each Flight Attendant in the previous year.

ARTICLE 21 - GENERAL

21.01 PRINTING OF THE COLLECTIVE AGREEMENT

The Company will provide each Flight Attendant with a copy of this Agreement within ninety (90) days of ratification of the Agreement. The size and method of producing the Agreement shall be agreed to by the Company and the Union and the cost of printing required copies will be borne equally by the Union and the Company.

21.02 PLURAL OR MASCULINE TERMS MAY APPLY

In this Agreement, unless otherwise specifically stated, the feminine shall include the masculine and the singular shall include the plural and the plural shall include the singular.

21.03 EMPLOYEE FILE

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The Company shall maintain an employee file for each Flight Attendant. Flight Attendants shall receive a copy of Company generated information which is put on the employee file. The Flight Attendant may review her file with local management. Upon request of the Flight Attendant, disciplinary documents not related to technical competency will be removed from a Flight Attendant's file after two (2) years and will be deemed inadmissible as evidence in any disciplinary proceedings, provided that no disciplinary action of a related nature has been taken during the intervening period.

21.04 BULLETIN BOARDS

The Company shall provide Bulletin Boards which shall be placed so that all employees will have access to them on which the Union shall have the right to post notices. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

21.05 HEALTH AND SAFETY

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- (a) The Company and the Union agree to promote safety practices to protect the health and safety of Flight Attendants at work, in accordance with legislation and Company policies and procedures.
- (b) Flight Attendants will be represented on the Joint Health and Safety Committees through a representative appointed by the Union to each committee. Such committees shall have the same powers and obligations as those stipulated by legislation. The Union will notify the Company in writing of such representatives and any subsequent changes.

The Committee structure under this clause is as follows:

- Interdepartmental Committees - one (1) Flight Attendant for each committee, meets monthly with an Inflight Management representative and other Company and employee representatives. At no time shall the

Management Representatives be greater in numbers than the Union Representatives.

- Departmental Committee • The Flight Attendants who sit on the abv. Committees meet at least semi-annually with Inflight Management and other Company representatives, as required.

66(c)
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- The Joint Health and Safety Committees shall hold meetings at least as often as required by legislation. Minutes, as stipulated by legislation, shall be taken at all meetings and copies shall be signed by a Flight Attendant Health and Safety Representative and a Management representative and sent to the Company and the Union.
- (d) Where the Company or the Union can foresee that a new Inflight policy or procedure will affect the health and safety of Flight Attendants, the appropriate Health and Safety Committee will be given an opportunity to review and comment on the new policy or procedure prior to implementation.
 - (e) The Union's National Health and Safety Chairperson may attend meetings.
 - (f) The Flight Attendant Health and Safety Representatives shall be blocked for the Committee meetings and shall receive the minimum credit per day.
 - (g) In the event of a bomb threat, the Company will not require a Flight Attendant to participate in searches, on the ground, of Company equipment, property or premises. In regard to searches carried out inflight, which may be required due to a bomb threat, Flight Attendants may be requested to conduct searches as described in training.
 - (h) The Company shall inform the Flight Attendants working a flight of any known hazard to their health and safety. The Company will also notify a Flight Attendant Health and Safety Representative.
 - (i) A Union designated representative shall be included on the Caregiver Team for the purpose of Emergency Response.
 - (j) A Union designated representative shall be informed of and may attend any formal debrief following an incident or accident.

21.06 ADVICE TO FLIGHT ATTENDANTS

All advice to Flight Attendants involving a change in permanent assignment, layoff, recall from layoff and leaves of absence shall be stated in writing with copies to the Union.

21.07 DEADHEADING

Flight Attendants required to deadhead shall be provided with a confirmed seat on the flight on which they are scheduled to deadhead.

21.12 NEW EQUIPMENT

Should a new type of aircraft be put into service by the Company, conference may be initiated by either party for the purpose of discussing the service and other requirements of such new equipment. The Company shall schedule such meetings before the aircraft's introduction into service.

21.13 COMPANY ID

Company ID shall be provided at no cost to the Flight Attendant.

21.14 REQUIRED DOCUMENTATION

The Company will reimburse a Flight Attendant for obtaining documentation which is required in order for that Flight Attendant to perform her duties outside of Canada.

ARTICLE 22 - WORKPLACE HARASSMENT AND DISCRIMINATION

22.01 Every Flight Attendant is covered by the "Workplace Harassment Policy" (attached as Appendix "F") in order to provide a work environment free of harassment for all Flight Attendants which is supportive of the dignity, self-esteem and contribution of all Flight Attendants.

22.02 Neither the Company nor the Union will discriminate in any manner against any Flight Attendant because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital **status**, family status, disability, conviction for an offence for which a pardon has been granted, or membership or non-membership in the Union.

ARTICLE 23- DURATION OF AGREEMENT

- 23.01 This Agreement shall be in effect and shall continue ~~in full force and effect un~~ its expiry date on January 31, 1999.
- 23.02 This Agreement shall remain binding until its expiry date and from year to year thereafter. unless notification in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served not earlier than one-hundred and twenty (120) calendar **days** and **no** later than sixty (60) calendar days prior to the expiration date in any year. In the event notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for the agreement of the new Agreement until seven (7) days after the completion of conciliation proceedings under the Canada Labour Code.

IN WITNESS **WHEREOF** the parties hereto have signed this Agreement on the 12 day of NOVEMBER at Vancouver, B.C.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Malinsky
R. B. J.
Doug B.
B. A. G. G.

FOR THE UNION
CUPE

[Signature]
Deborah Klitov
Klion & Spence
Holly Rose
Barb Eiswert
C. Kestel

LETTER OF UNDERSTANDING No. 1

Re Union Flight Release/Credit Program

This Letter of Understanding is between Canadian Regional Airlines Ltd. ("CRA") and CUPE:

In recognition of the merit in having a flight release/credit program which will allow the Union sufficient paid time to conduct business; the following terms are agreed to by the parties:

Terms:

1. The Flight Attendant Standard Monthly Maximum shall be eighty five hours and fifteen minutes (85:15) which is eighty five and one quarter (85.25) credit hours per month.
2. The Union shall be credited each month with a cumulative total of sixty (60) credit hours (for both Flight time and Pay purposes) and shall be cumulative to 720 hours per year.
3. Flight Release hours may be banked to a maximum of 180 hours

Credits to be utilized as follows:

Bid for the next month, or

Taken as requested during a bid month, subject to operational requirements.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

[Signature]
R. Biff.
[Signature]
P. McGurk

FOR THE UNION
CUPE

[Signature]
[Signature]
Deborah Klitsio
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING No. 3

Re Summary of Pay Debits and Credits

Between

Canadian Regional Airlines Ltd. and Inter-Canadian Ltd.

And

The Canadian Union of Public Employees

The parties agreed that the current crew scheduling/crew tracking systems are not capable of generating a summary report of all flight time, overtime, and meal allowance at the current time.

The Company agrees to provide the above requested items to each Flight Attendant in a monthly summary report as soon as the new systems are capable of generating the information in an accessible form.

A monthly summary of each Flight Attendant's accumulated flight time will be given to the Component President.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

Malwensky

R. B. J.

Doug Brown

B. McQuirk

FOR THE UNION
CUPE

Radon

Deborah Klitoris

Rebecca Spence

Tracy Rose
Barb Eiswerth
Celeste F.

LETTER OF UNDERSTANDING No. 4

Re Joint Union Management Relationship

Between

Canadian Regional Airlines Ltd. and Inter-Canadian Ltd.

And

The Canadian Union of Public Employees

The parties agree to hold joint union management meetings with CRA and IC present, provided the corporate structure at that time is consistent with the present corporate structure.

Should the structure change the meetings **will be** held separately as per the CRA and IC Collective Agreements.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

[Signature]
R. B. [Signature]
[Signature]
B. [Signature]
[Signature]

FOR THE UNION
CUPE

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING No. 5

Re French Language Requirements - Toronto Crew Base

This Letter of Understanding is between Canadian Regional Airlines Ltd. (the "Company") and the Canadian Union of Public Employees (the "Union") and will establish the policy for implementing French requirements in the Toronto crew base:

1. The Company will post this **LOU** in all bases. This will serve to notify Flight Attendants in the Canadian Regional system that French is now required when transferring to Toronto.
2. The Company will **post** vacancies created due to the implementation of the 1997 spring schedule, with effective dates in accordance with Article 16 - Filling of Vacancies/Layoff and Recall throughout the Canadian Regional system.
3. Should insufficient response be received for such vacancies the vacancies will then be opened to Inter-Canadian Flight Attendants on a Statement of Preference basis. Should the corporate structure change, this clause shall be applicable until a change in the Flight Attendant Operations Manual is approved by the Ministry of Transport and implemented.
4. Should the vacancies remain unfilled following the above process, the Company may assign graduates from a training class.
5. The Company will provide French language training to achieve a functional level of French at no cost to the Flight Attendants presently based in Toronto. The Flight Attendants will be provided with lunch each day of training.
6. Flight Attendants shall receive credit as per Article 6.09. Flight Attendants, as described in #5 above, shall **be** able to bid the least hours for the most days (Least for Most) during the month of their training.
7. Flight Attendants on the System Seniority List as of December 31, 1996 who wish to transfer to Toronto through Statements of Preference subsequent to the filling of vacancies as described in #2 above will be required to meet the functional level French as it applies to the initial French language training in Toronto.

Flight Attendant's with a seniority date subsequent to December 31, 1996, who wish to transfer to Toronto through Statements of Preference will be required to be bilingual.
8. Notwithstanding the current freeze on reimbursement for language training, Flight Attendants who are awarded positions in Toronto through Statements of Preference shall be reimbursed for the cost of the functional French language training by the Company provided the course is pre-approved by the Company

and the Flight Attendants provide verification that they have successfully completed the course.

9. Flight Attendants who exercise their rights under Article 16 - Filling Vacancies/Layoff and Recall, will **be** required to successfully complete French language training and testing in order to bump or accept recall into Toronto. The Company will provide French language training to achieve a functional level of French **at** no cost to the Flight Attendants.
10. For the purposes of this Letter of Understanding, the following definitions shall apply:

Functional: Able to understand and converse comfortably in everyday situations.

Bilingual: Capable of participating in daily conversations. Can express opinions and defend ideas in a discussion.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Malinsky
R. B. J.
Doug B.
B. O. McGuirk

FOR THE UNION
CUPE

[Signature]
[Signature]
Detmar Klitais
Klone & Silence
[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding No. 6

Letter of Understanding No. 6 re Article 5.03 (e)

Re Article 5.03 (e)

This Letter of Understanding is between Canadian Regional Airlines Ltd. (the "Company") and the Canadian Union of Public Employees (the "Union").

It is recognized by the parties that in addition to the six (6) specific violations listed in Article 5.03 (e), there may arise other violations following the implementation of the planned AT&T bidding system.

The Union and the Company agree that following the complete implementation of the new system (including all bidding features being fully operational) this list may be amended by the addition or deletion of items upon mutual agreement between the parties.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

[Signature]
R. B. J.
Doug B.
B. J. McKinnon

FOR THE UNION
CUPE

[Signature]
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CUPE

LETTER OF UNDERSTANDING NO. 7

Re The 1997 Business Plan

This Letter of Understanding ("LOU") is entered into between Canadian Regional Airlines Ltd., Time Air Inc., Ontario Express Ltd., (the "Company"), and the Airline Division of the Canadian Union of Public Employees ("CUPE" or the "Union") regarding:

The 1997 Business Plan and the Amendment and Extension of Agreement No. 2.

The Company's and Canadian's 1997 Business Plan is intended to improve the operating profitability of Canadian Airlines International Ltd. (Canadian) by \$180 million per year for the four (4) years 1997 - 2000 by improving the network (\$40million), reducing overhead costs and the AMR Corporation (AMR) Service fees (\$70 million), reducing fuel or other taxes (\$38.1 million) and reducing wages (\$31.9 million).

CUPE Collective Agreement No. 2 (when ratified), including all Letters of Understanding and letters of clarification (collectively, the "Collective Agreement"), which will expire on January 31, 1999 is hereby amended as provided in this LOU and shall expire on December 31, 2000. Unless otherwise stated herein, all other terms in the Collective Agreement shall remain in full force and effect and unamended.

The LOU is one of several Letters of Understanding which will be entered into between the Company and Canadian and each of the unions representing each of its organized employees (collectively, the "Unions") relating to the participation of each union in the 1997 Business Plan. The Unions and non-organized and management employees of Canadian based in Canada and the Unions and management and non-organized employees of the Company are collectively called the "Participating Groups".

I. CONTRIBUTION MODIFICATIONS

Contribution Period

- 1.01 The parties agree to implement a Wage Reduction Program, as hereafter defined, for all Participating Groups for a period of four (4) years commencing with the first payment for wages in 1997 (i.e. January 25, 1997 paycheque for CUPE represented employees) (the "Contribution Period"). The wage reduction calculation will apply to all hourly based earnings i.e. flight time credits, training and travel time ("Annual Wage Compensation"). The Wage Reduction Program shall be a sliding scale such that the first \$25,000 of all employees (full-time, part-time or mini-block) ANNUAL WAGE COMPENSATION shall not be subject to any reduction (the "Capped Amount"). The parties agree that 10% shall be deducted from the employees annual compensation in excess of the Capped Amount (collectively the "Wage Reduction Program"). For greater certainty, the following sets out examples of the effective reduction rates based on annual compensation:

ANNUAL WAGE COMPENSATION	NET REDUCTION RATE
\$25,000	0.00%
\$30,000	1.70%
\$35,000	2.90%
\$40,000	3.75%
\$45,000	4.40%
\$50,000	5.00%
\$60,000	5.80%
\$70,000	6.40%
\$80,000	6.90%
\$100,000	7.50%

The Wage Reduction Program shall be implemented by determining each employee's estimated annual salary and applying the Wage Reduction Program pro-rata for each pay period. Any reconciliation of the Annual Wage Compensation shall be completed at the end of the applicable fiscal year by the Company. It will be done by taking the Annual Wage Compensation described above, and computing the wage reduction. It is agreed and understood that the table used for this computation is the same as the table above but includes increments of \$1.00.

No management official shall receive any economic benefit (including raises, payments, bonus under any management bonus plan, additional shares, share options, securities, car allowances or any other benefit) for the Contribution Period as a direct or indirect result of the **Wage** Reduction Program. The calculation shall be based on an individual basis and not on a group or department level.

Salary and wage levels will revert back to the December 31, 1996 book rates (as listed in the Agreement) effective at the expiry of the Contribution Period (last paycheque deduction will be for the period ending December 31, 2000; i.e. January 10, 2001 paycheque).

Productivity Improvements

- 1.02 After January 1, 1997 and each year thereafter, CUPE may propose and the Company may agree, to changes to the manner by which the employees who are members of CUPE perform their duties in the workplace which can have the result of actual cost savings to the Company. The actual measurable annual cost savings realized by the Company during the balance of the Contribution Period as a direct result of the implementation of such changes agreed to by the parties subsequent to the implementation of this program shall be returned by the Company by way of a wage increase for the employees who are represented by CUPE for the balance of the Contribution Period in a manner which is mutually acceptable to the Company and CUPE. If the parties cannot agree to the value of the contribution, a mutually acceptable person shall determine the aggregate amount of the contribution.

Benefits

- 1.03 For the term of the Contribution Period, pension, life insurance and accidental

death and dismemberment insurance benefits and related contributions to each shall be calculated from book rates as of December 31, 1996.

Wage Redistribution Plan

- 1.04 Employees represented by CUPE shall be entitled to participate in a wage redistribution plan (the "New Plan") for the fiscal years 1997 through 2000, in connection with the Wage Reduction Program. This New Plan shall make available for distribution to employees in Participating Groups 10% of the audited pre-tax profits of CAC for fiscal years 1997 and 1998 and 20% of such profits for fiscal years 1999 and 2000. Any payments under the New Plan will be made in four equal quarterly installments in the year subsequent to the relevant fiscal year.

CUPE's share of the funds available for distribution (the "Pool") under the New Plan (the "CUPE Share") shall be determined by dividing the total contribution by employees represented by CUPE to the Wage Reduction Program for the relevant year by the total contribution of all members of the Participating Groups for such relevant year and multiplying such ratio by the Pool. CUPE shall determine the manner of distribution of the CUPE Share among the employees it represents. If CUPE fails to select a method of distribution within 60 days of the applicable year end, the CUPE Share shall be distributed to all CUPE-represented employees based on each employee's share of T-4 payroll within such group.

II. CORPORATE GOVERNANCE

The Company reaffirms its commitment to genuine partnership with, and participation by, the Union in the Company's future.

Board of Directors

The following provisions shall apply effective from January 1, 1997 to December 31, 2008:

- 2.01 (a) The Board of Directors of CAC shall comprise not more than 12 members and shall consist of the following members:
- (i) one (1) director designated by ALPA's Canadian Master Executive Council (CanadianMEC);
 - (ii) one (1) director designated by the Canadian Component of the IAM;
 - (iii) two (2) directors designated by the Council of Canadian Airline Employees ("CCAE");
 - (iv) one (1) senior management official of the Company;
 - (v) six (6) directors who are not: (i) members of management of the Company; (ii) employed or associated with AMR Corporation; or (iii) any person who is employed by or is a member of the Unions;
 - (vi) one (1) director who may be a senior management official or an outside director.

- (b) When reconstituted, the Board of Directors of Canadian shall comprise not more than 14 members. The membership of the Board of Directors of Canadian shall include the same persons who serve as directors of CAC plus two (2) directors designated by AMR for so long as AMR maintains the right to designate such directors to the Canadian Board of Directors under its current arrangements with Canadian.

2.02 Security

On or before January 15, 1997, the Company and Canadian shall grant in favour of CUPE security over all its assets, property and undertaking that secures the existing Royal Bank of Canada ("RBC") indebtedness. The granting of such security shall be subject to: (a) the approval of the RBC and the Governments of Canada, Alberta and British Columbia (the "Governments"); (b) the receipt of advice from the Company's auditors that there is no adverse impact on its income statement; and (c) resolution of a satisfactory arrangement for the release of the security to be provided hereunder at the request of the Company from time to time. The security charge shall be subordinate to the present charges of RBC and the Governments. The security shall secure the wage concessions granted by the employees represented by CUPE as it accrues on an annual basis. The intention of the parties is that the obligations to be secured hereby arise only in certain events and shall be extinguished on December 31 of every year unless certain events have occurred. Any security granted in favour of the other Participating Groups shall rank *pari passu* with the security granted in favour of CUPE.

2.03 Operational Review Committee

The Company and CUPE shall participate in an Operational Review Committee ("ORC") which will include the senior management at CRA and one representative from each Participating Group. Participation will be strictly at CUPE's discretion, and if participating, CUPE may decline to continue participation at any time. The ORC will take the place of the Business Plan Task Force.

The parties will jointly develop a mandate for the ORC with the objective of such mandate being to provide for meaningful and timely input into the operations and plans of the Company.

The ORC shall meet quarterly concerning changes in the existing business plan to review the Company's and Canadian's performance under the existing business plan, changes to the existing business plan and forecasts for further business plans.

III. CONDITIONS

Conditions Precedent

3.01 The implementation of this LOU by CUPE and the Company and CAC is subject to the satisfaction of the following conditions:

- (a) On or before December 20, 1996, the employees represented by CUPE shall have ratified this LOU and Agreement No. 2.
- (b) The shareholders of Canadian and the Board of Directors of CAC shall have approved this LOU on or before December 6, 1996.
- (c) On or before December 15, 1996, AMR Corporation and Aurora Airline Investments Inc. shall have provided any consents or amendments pursuant to any of its agreements with CAC or the Company as may be necessary to permit the terms of this LOU to take effect.
- (d) On or before December 20, 1996, AMR Corporation shall have agreed to reduce the monthly payments under the AMR Services Agreement (the "AMR Agreement") by a minimum of \$4 million for each of the ~~forty-eight~~ (48) months commencing November 1, 1996. Such aggregate amount shall be a reduction and not a deferral of any amounts under the AMR Agreement.
- (e) On or before December 20, 1996, the Governments shall have agreed in writing to provide the Company with support of a minimum of \$38.1 million for each of the four ~~(4)~~ fiscal years 1997 to 2000.
- (f) The Company and Canadian, as applicable, shall have entered into a Letter of Understanding, term sheet or program with each of the Participating Groups, which is on terms or conditions no better than is provided for in this agreement.
- (g) All Unions must have ratified their respective agreement with the Company or Canadian referred to in sub-paragraph (f) above.

IV. MISCELLANEOUS

- 4.01 The Company and Canadian and the Unions agree to request the governments of Canada and British Columbia to fund a study of financial, capital and other forms of restructuring for Canadian. This study will be directed by a committee consisting of representatives from the Unions.
- 4.02 The Company and Canadian and the Unions shall approach the governments of Canada and British Columbia to form a tripartite committee consisting of representatives from governments, the Unions and the airline industry to recommend policies and guidelines to ensure a competitive and stable environment for airlines in Canada.

4.03 This LOU shall not be amended without the written consent of all of the undersigned parties.

Dated as of December 17, 1996

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Dalwinsky
R. B. J.
Doug Br
B. McQuirk

FOR THE UNION
CUPE

[Signature]
[Signature]
Deborah Klitais
Phong Sperry
Paul Lee
Barb [Signature]
CELESTE

LETTER OF UNDERSTANDING No. 8 CRA

Re Various

This Letter of Understanding is between Canadian Regional Airlines Ltd. ("CRA") and the Canadian Union of Public Employees (the "Union"):

In recognition of the extension of Agreement #2 and LOU #7 the parties agree to the following:

1. The Union agrees that all members of the CUPE Bargaining Committee will recommend that this settlement be ratified by CRA Flight Attendants.

Flight releases for the purpose of the Union's ratification process shall be as described under Article 10.14 (b) of the tentative Collective Agreement.

The Company shall provide space in crew rooms/checkin areas for the ratification vote.

For those bargaining committee members on vacation during this time, the Company agrees to slide their vacation.

2. On line per diems will be provided as follows:

Breakfast	\$ 8.73
Lunch	\$10.73
Dinner	\$13.73

3. The Company commits to review the staffing requirements associated with the implementation of the business class configuration on the F28.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Warkensky
R. B.P.
Doug B.
B. McCook

FOR THE UNION
CUPE

[Signature]
[Signature]
Deborah Klitoic
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING No. 9 CRA

Re Trust, Respect and Involvement

This Letter of Understanding is between Canadian Regional Airlines Ltd. ("CRA") and the Canadian Union of Public Employees (the "Union"):

In order to demonstrate the Company's commitment to an environment of mutual trust, respect and involvement, the parties agree to the following:

TRUST

1. The Company commits to the following in regard to the illness and disability insurance:
 - (i) A Flight Attendant shall no longer be required to automatically provide a sick note on the third consecutive day of illness.
 - (ii) The Union and the Company shall review the process by which an employee submits and receives payment for a Weekly Indemnity Claim. The objective of this review is to ensure that any unnecessary process delays are eliminated in order that employees with legitimate claims receive their payment in a timely manner consistent with the normal payroll dates. This review shall commence in February, 1997.
2. For the term of the current Collective Agreement, Article 21.03 shall be replaced with the following:

21.03 EMPLOYEE FILE

The Company shall maintain an employee file for each Flight Attendant. Flight Attendants shall receive a copy of Company generated information which is put on the employee file. The Flight Attendant may review her file with local management. Upon request of the Flight Attendant, disciplinary documents not related to technical competency will be removed from a Flight Attendant's file after one (1) year and will be deemed inadmissible as evidence in any disciplinary proceedings, provided that no disciplinary action of a related nature has been taken during the intervening period.

RESPECT

1. The Company commits to work toward a system that will standardise the administration of the Pairing Trade Policy. Notwithstanding the preceding, subject to the conditions of the Pairing Trade Policy, partial shift trades shall be allowed.

2. The Company commits to the following in regard to interline agreement negotiations:
 - (i) Canadian Airlines will request that **CRA** be included, on a non-distinguishable basis, in all current interline agreements.
 - (ii) Canadian Airlines will request that **CRA** be included, on a non-distinguishable basis, in all renewal **and/or** new interline agreements.
3. The Company commits to the following in regard to the Crew Rest Seat Policy:
 - (i) The six (**6**) month trial period is waived.
 - (ii) "Flight Attendant **Only**" headrest covers shall be installed on the designated seats.
4. The Company recognises that, at times, personal emergencies are such that an employee may be unable to report for work **as** scheduled. In recognition of the foregoing, the Company commits to the following:
 - (i) Three (**3**) days without pay per year shall be provided in order that a Flight Attendant can deal with a personal emergency.
 - (ii) The Flight Attendant will be required to contact Crew Scheduling as soon as possible, but in no case less than two hours prior to their scheduled **checkin**.
 - (iii) When the Flight Attendant "books off" she must indicate to Crew Scheduling whether she will:
 - (a) take the day off without pay
 - (b) reduce her **timebank** for the hours missed
 - (c) work a replacement **pairing/reserve** day.
 - (iv) Replacement days shall be worked, as mutually determined between the Company and the Flight Attendant, within the next three calendar months.
 - (v) Replacement days, where possible, shall be assigned prior to overtime.

INVOLVEMENT

1. The Company commits to seek input from the Union prior to embarking on future employee programs and /or committees.
2. The Company commits to the following in regard to Group Insurance Benefits:
 - (i) The Union and the Company shall review the benefits provided under our current contracts and compare those with the requirements of the employees. The objective of this review is to reduce the cost of the benefits provided without negatively affecting the overall benefit of the Group Insurance. It is understood that mutual agreement between all parties is required if there is to be any change to the benefits provided. This review shall commence in February, **1997**.

3. The Company recognises the concerns of the Union regarding changing service requirements (i.e. F28 Business Class). In order to stay abreast of current service requirements and market conditions, the Company commits that members of Inflight Management will work pairings.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Delwinsky
B. B. B.
Doug Br
P. McClure

FOR THE UNION
CUPE

[Signature]
[Signature]
Deborah Klitsch
Monique
Helen Ross
[Signature]
[Signature]

APPENDIX "A1"

PART MONTH/VACATION PRORATION TABLE

HOURS/DAYS OFF
82 HOUR MIN QUARANTEE

Days Vacation/Leaves Taken in a Month	Credit Hours for Vacation Days	Credit Hours Remaining to Bid	30 Day Month Minimum Days Off in Bid Period	31 Day Month Minimum Days Off in Bid Period
1	2.7	79.3	12	12
2	5.4	76.6	11	11
3	8.1	73.9	11	11
4	10.8	71.2	10	10
5	13.5	68.5	10	10
6	16.2	65.8	10	10
7	18.9	63.1	9	9
8	21.6	60.4	9	9
9	24.3	57.7	8	9
10	27	55	8	8
11	29.7	52.3	8	8
12	32.4	49.6	7	7
13	35.1	46.9	7	7
14	37.8	44.2	6	7
15	40.5	41.5	6	6
16	43.2	38.8	6	6
17	45.9	36.1	5	5
18	48.6	33.4	5	5
19	51.3	30.7	4	5
20	54	28	4	4
21	56.7	25.3	4	4
22	59.4	22.6	3	3
23	62.1	19.9	3	3
24	64.8	17.2	2	3
25	67.5	14.5	2	2
26	70.2	11.8	2	2
27	72.9	9.1	1	2
28	75.6	6.4	1	1
29	78.3	3.7	0	1
30	81	1	0	0
31	82	0	0	0

APPENDIX "A2"
PART MONTH/VACATION PRORATION TABLE

HOURS/DAYS OFF
80 HOUR MIN GUARANTEE

Days Vacation/Leaves Taken In a Month	Credit Hours for Vacation Days	Credit Hours Remaining to Bid	30 Day Month Minimum Days Off in Bid Period	31 Day Month Minimum Days Off in Bid Period
1	2.6	77.4	12	12
2	5.2	74.8	11	11
3	7.8	72.2	11	11
4	10.4	69.6	10	10
5	13.0	67.0	10	10
6	15.6	64.4	10	10
7	18.2	61.8	9	9
8	20.8	59.2	9	9
9	23.4	56.6	8	9
10	26.0	54.0	8	8
11	28.6	51.4	8	8
12	31.2	48.8	7	7
13	33.8	46.2	7	7
14	36.4	43.6	6	7
15	39.0	41.0	6	6
16	41.6	38.4	6	6
17	44.2	35.8	5	5
18	46.8	33.2	5	5
19	49.4	30.6	4	5
20	52.0	28.0	4	4
21	54.6	25.4	4	4
22	57.2	22.8	3	3
23	59.8	20.2	3	3
24	62.4	17.6	2	3
25	65.0	15.0	2	2
26	67.6	12.4	2	2
27	70.2	9.8	1	2
28	72.8	7.2	1	1
29	75.4	4.6	0	1
30	78.0	2.0	0	0
31	80	0	0	0

CANADA LABOUR CODE DIVISION VII

REASSIGNMENT, MATERNITY LEAVE AND PARENTAL LEAVE

MATERNITY-RELATED REASSIGNMENT AND LEAVE

(see Article 10.07)

- Ja-4
204. (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to 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 foetus or child.
- (2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. ✓
205. (1) An employer to whom a request has been made under subsection 204 (1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.
- (2) An employee who has made a request under subsection 204 (1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer
- (a) modifies her job functions or reassigns her, or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her,
- and that pay shall for all purposes be deemed to be wages.
- (3) The onus is on the employer 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.
- (4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

- (5) An employee 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 subsection **204 (1)**, and shall continue to receive the wages and benefits that are attached to that job.
- (6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

205.1 An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer 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.

205.2 An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of 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.

MATERNITY LEAVE
(see Article **10.06**)

- 206.** Every employee who
- (a) has completed six consecutive months of continuous employment with an employer, and
 - (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant
- is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

PARENTAL LEAVE
(see Article **10.08**)

206.1 (1) Every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:

P. 30

- (a) subject to subsection (2), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks in the fifty-two week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and

(b) subject to subsection (2), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to end shall be granted a leave of absence in employment of up to twenty-four weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care.

(2) The aggregate amount of leave of absence from employment that may be taken by two employees under this section in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.

GENERAL
(see Article 10.06 and 10.08)

207. (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall

(a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and

(b) inform the employer in writing of the length of leave intended to be taken.

(2) Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

208. (1) Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.

(2) An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee.

(3) A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

(4) The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

208.1 Regardless of the time at which an employee makes a request under section 204, the rights and obligations provided under sections 204 and 205 take precedence over the application of subsection 208 (2).

209. Every employee who intends to or is required to take a leave of ~~absence~~ from employment under this Division is entitled, on written request therefor, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall ~~so~~ inform the employee.
- 209.1 (1) Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.
- (2) Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and **benefits** and in the same location.
- (3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganise the industrial establishment in which that group is employed, **that** employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganisation took place.
- (4) The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits ~~would~~ be changed as a result of a reorganisation referred to in subsection (3) shall notify the employee in writing of that change as soon as **possible**.
- 209.2 (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire **period** of the leave.
- (2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to **discontinue** contributions during that period.
- (2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the

employee does not pay the employee's contributions, if any, within a reasonable time.

- (3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.
- (4) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

209.21 Notwithstanding the provisions of any income-replacement scheme or any insurance plan in force at the workplace, an employee who takes a leave of absence under this Division is entitled to benefits under the scheme or plan on the same terms as any employee who is absent from work for health-related reasons and is entitled to benefits under the scheme or plan.

209.22 A medical certificate given pursuant to this Division is conclusive proof of the statements contained therein.

209.3 No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

209.4 The Governor in Council may make regulations

- (a) specifying the absences from employment that shall be deemed not to have interrupted continuous employment referred to in sections 206 and 206.1;
- (b) specifying what does, or does not, constitute an essential function of a job referred to in section 208; and
- (c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1(2).

209.5 Section 189 applies for the purposes of this Division.

APPENDIX "C"

Seniority List

CANADIAN REGIONAL AIRLINES AS OF
SEPTEMBER 01, 1997

#	Name	Start Date	
1	Clifford-Brown, Kathleen	17-07-72	
2	Vandal, Diane	05-02-73	
3	Risling, Leslie	23-03-77	
4	Lafrance, Kim	27-11-78	
5	Sarozek, Brenda	15-08-79	25-05-78**
6	McIver, Jo-Anne	22-10-81	
7	Trump, Teri	01-06-82	
8	Rans, Diana	21-09-82	
9	Puchala, Lisa	26-06-83	22-05-84*
10	Fast, Wanda	27-06-83	
11	Marrello, Anna	27-08-84	
12	Watson, Tayna	13-09-84	
13	Zaluski, Jo-Ann	25-10-84	
14	Rapuano, Rendee	27-02-85	
15	White, Rose	25-03-85	
16	Lubyk, Lola	26-03-85	25-09-84*
17	Belleau, Jasmine	10-06-85	
18	Porta, Donna	18-06-85	
19	Nugent, Kim	15-07-85	
20	Bogaert, Barbara	18-10-85	
21	Bertrand, Wanda	18-10-85	
22	Marshall, Theresa	18-10-85	
23	Duda, Lindy	12-11-85	
24	Ottosen, Sofi	15-11-85	
25	Gullason, Dave	24-08-86	
26	Dunlop, Louise	15-10-86	12-11-85**
27	Shewchuk, Tania	26-10-86	
28	Marushak, Karen	26-10-86	
29	Webber, Sandy	01-09-87	
30	Law, Terri	01-09-87	
31	Badger, Jill	01-10-87	
32	Corr-Holz, Jo-Ann	01-11-87	
33	Dub, John	01-11-87	
34	Harden, Anita	01-12-87	

35	Gutsell, Rebecca	01-01-88
36	Bonnici, Tracey	01-01-88
37	Koob, Arlene	01-01-88
38	Gudmundsson, Debbie	01-01-88
39	Kearie, Debbie	01-01-88
40	Austin, Colleen	01-01-88
41	Buchanan, Susan	01-01-88
42	Little, Shawni	15-02-88
43	Sturgess, Connie	15-02-88
44	Thompson, Lisa-Marie	15-02-88
45	Dirk, Bev	15-03-88
46	Jung, Jennie	01-05-88
47	Smit, Terri	01-05-88
48	Misak, Jody	01-05-88
49	Magwood, Shane	01-05-88
50	Dahl, Carey	01-05-88
51	Tovernic, Bea	01-05-88
52	Schamber, Barry	01-05-88
53	Mannen, Valerie	01-05-88
54	Poch, Brad	01-05-88
55	Berlinghoff, Kirby	15-05-88
56	Reed, Donna	15-05-88
57	Osmack, Dean	15-05-88
58	MacLellan, Annette	15-05-88
59	Dzikowski, Kim	15-05-88
60	Martin, Donna	01-07-88
61	Staples, Yvonne	01-07-88
62	Leblanc, Jennifer	01-07-88
63	Dirk, Glendora	15-07-88
64	Boon, Laura	15-07-88
65	Loepky, Lisa	15-07-88
66	Glushik, Christa	01-09-88
67	Paulin, Danielle	25-09-88
68	Hasenfratz, Lana	15-10-88
69	Nolan, Deborah	01-11-88
70	Davidson, Jennifer	01-11-88
71	Quesnel, Char	01-11-88
72	Wong, Rob	15-11-88
73	Keeling, Rob	01-12-88
74	Hill, Denise	13-01-89
75	Fleetham, Mary	13-01-89
76	Reith, Brenda	01-02-89
77	Wellburn, Deb	01-02-89
78	Irwin, Christine	01-02-89

79	Horyza, Tami	15-02-89
80	Zoerb, Cindy	01-03-89
81	Alkema, Adrienne	01-03-89
82	Ellis, Lyne	01-03-89
83	Auer, Joan	01-03-89
84	Klitsie, Debbie	01-03-89
85	Dunstan, Karen	01-03-89
86	Zach, Jennifer	15-03-89
87	Holden, Beth	15-03-89
88	Thivierge, Carmen	15-03-89
89	Parsons, Angela	01-04-89
90	Lucki, Bernadette	15-04-89
91	Sabourin, Donna	15-05-89
92	West, Donna	15-05-89
93	Strom, Vicki	15-05-89
94	Jaggard, Denise	15-05-89
95	Linda Savoie	25-05-89
96	Sutton, Martine	25-05-89
97	Needham, Kevin	01-06-89
98	Yates, Cindy	01-06-89
99	Musey, Ken	01-06-89
100	Dionne, Brenda	01-06-89
101	Whytock, Dana	01-06-89
102	Swan, Karen	15-06-89
103	Inch, Adrienne	01-07-89
104	Mierzejewski, Anna	01-08-89
105	Piette, Kim	03-08-89
106	Sparkes, Wella	03-08-89
107	Yutman, Julie	03-08-89
108	Yee, Koren	01-09-89
109	Reiber, Sheila	15-09-89
110	Mathieu, Lucille	01-10-89
111	Ashton, Karen	01-10-89
112	Kotkas, Rita	15-11-89
113	Fendelet, Kim	15-11-89
114	MacArther, Jackie	17-11-89
115	Cohen, Vicki	17-11-89
116	Ross, Mag	17-11-89
117	Roscoe, Tracy	17-11-89
118	Hodges, Lyne-Marie	17-11-89
119	King, Nathalie	17-11-89
120	Loraas, Lara	01-12-89
121	Ober, Tim	01-12-89
122	Le Brun, Marie Helene	15-01-90

123	Pogoda, Michelle	15-01-90
124	Roberts, Nancy	15-01-90
125	Germana, Maria	15-01-90
126	Burns, Dave	01-02-90
127	Greenall, Paula	01-02-90
128	Clattenburg, Valerie	07-02-90
129	Gelsinger, Denise	15-02-90
130	Monastersky, Susan	01-03-90
131	Robison, Perry	01-03-90
132	Labelle-Thompson, Nathalie	01-03-90
133	Seright, Colleen	01-05-90
134	Guillaume, Chantale	14-05-90
135	Warnke, De-elle	15-05-90
136	Dumville, Debbie	15-05-90
137	Hamilton, Nancy	15-05-90
138	Berling, Flora	15-05-90
139	Arsenault, Lyse	28-05-90
140	Daneliuk, Bonnie	01-06-90
141	McKinnon, Patricia	01-06-90
142	Towers, Sandee	01-06-90
143	Burns, Sandy	15-06-90
144	Macleod, Trina	15-06-90
145	Kuipers, Sandra	15-06-90
146	Arnold, Nancy	15-06-90
147	Krynen, Cornelius	01-07-90
148	Leale, Maria	01-08-90
149	Wallz, Trish	15-08-90
150	Staddon, Jennifer	16-08-90
151	Robertson, Tracey	16-08-90
152	Lonson, Kerri	01-09-90
153	Rowe, Zoe	01-11-90
154	Gueroult, Catherine	01-11-90
155	Kim, Peggy	01-11-90
156	Jordan, Karen	01-11-90
157	Larsson, Nadia	15-11-90
158	Riffel, Ed	15-11-90
159	Webb, Laura	15-11-90
160	Vernon, Marc	15-11-90
161	Godlien, Michelle	15-11-90
162	Huber, Alanna	15-11-90
163	Eiswerth, Barbara	15-11-90
164	Oliver, Julie	01-12-90
165	Chartier, Joanne	01-12-90

166	Vandermay, Chantal	01-12-90
167	Ross, Stephen	01-12-90
168	MacFarlane, Tannis	15-12-90
169	Cooper, Corey	15-12-90
170	Pett, Clare	15-12-90
171	Greer, Veda	01-01-91
172	Whalen, Cheryl	01-01-91
173	Zwack, Sheila	15-01-91
174	Pineau, Brenda	01-02-91
175	Stewart, Diane	15-02-91
176	Burkhardt, Annette	15-02-91
177	Williamson, Stacy	15-02-91
178	Kaardal, Cynthia	15-02-91
179	Schiavon, Susan	15-02-91
180	Lehmann, Rosalind	15-02-91
181	Bartlett, Christina	15-02-91
182	Tuttle, Tara	15-02-91
183	Demers, Nicole	15-02-91
184	Bunker, Heidi	01-03-91
185	Cook, Roxanne	01-03-91
186	Rayburn, Chris	01-03-91
187	Sidoroff, Darren	01-03-91
188	Ostachuk, Terri	15-03-91
189	Humphrys, Deborah	15-03-91
190	Dreifke, Colleen	01-04-91
191	Retallick, Cindy	15-04-91
192	Bowman, Berdyne	01-05-91
193	McCarthy, Kenna	01-05-91
194	Liguori, Ellen	01-06-91
195	Johnson, Ella	01-06-91
196	Skuce, Kim	01-06-91
197	Ostrom, Laurel	01-06-91
198	Puzianoski, Jennifer	15-07-91
199	Pickering, Teri Jo	15-07-91
200	Smith, Karen	01-08-91
201	Skaug, Nikki	01-08-91
202	Wasser, Manuela	01-08-91
203	Waet, Coral	15-08-91
204	Frauenfeld, Celeste	15-09-91
205	Lemoine, Angie	15-09-91
206	Makayev, Heather	01-10-91
207	Owen-Puchailo, Amanda	15-10-91
208	Cattoni, Mario	01-09-92
209	Williams, Marie-France	02-09-92

210	Francis, Myrna	15-09-92
211	Popovich, Dianne	01-10-92
212	Klopp, Dinah	05-10-92
213	Kehler, Tracey	01-11-92
214	Hollis, Brenda	01-11-92
215	Jacobs, Lynn	01-11-92
216	Hale, Danyelle	01-11-92
217	Soligo, Gina	01-11-92
218	Fournier, Denis	15-11-92
219	Wyant, Tamara	01-12-92
220	Forbes, Angie	01-12-92
221	Hoekstra, Cindy	15-12-92
222	Milligan, Kim	01-04-93
223	Beattie, Carol	01-04-93
224	Hogberg, Tanis	01-04-93
225	Sutherland, Gillian	01-04-93
226	Brar, Angie	13-05-93
227	DeSando, Mimmo	13-05-93
228	Schabowski, Perry P.	13-05-93
229	McDonald, Jennifer	13-05-93
230	Alfonso, Griseida	13-05-93
231	Vincelette, Johanne	13-05-93
232	Campbell, Claudine	10-08-93
233	Nousek, Kimberley	10-08-93
234	Chaplin, Tara	10-08-93
235	Stewart, Krista	10-08-93
236	Makrocki, Tammi	10-08-93
237	Heinbuch, Krista	10-08-93
238	Harrison, Darlene	10-08-93
239	Bicknell, Lauren	01-09-93
240	Martin, Heidi	01-10-93
241	Vieira, Wayne	01-10-93
242	Newell, Wendy	15-12-93
243	Kolysher, Jana	15-02-94
244	O'Keefe, Andrew	01-03-94
245	Trevett, Joel	01-03-94
246	Gagne, Sandra	09-05-94
247	Delle Donne, Polisena	09-05-94
248	Johnstone, Sue	24-11-94
249	Spiteri, Dave	24-11-94
250	MacPherson, Elise	24-11-94
251	Taylor, Kathie	24-11-94
252	Ober, Nancy	24-11-94
253	Stubbs, Christopher	24-11-94

15-06-92 *

254	Marin, Corina	24-11-94
255	Kurtenbach, Karen	24-11-94
256	Erickson, Teena	24-11-94
257	Steward, James	24-11-94
258	Collins, Janice	24-11-94
259	Simonot, Julie	24-11-94
260	MacGillivray, Jennifer	24-11-94
261	Vanzwam, Kim	24-11-94
262	Ollenberger, Leanne	24-11-94
263	Arabski, Joanne	24-11-94
264	Mathison, Donna	24-04-95
265	Kristjansdottier, Arna	24-04-95
266	Hulkenberg, Heather	24-04-95
267	Peters, Elisia	24-04-95
268	Martel, Manon	24-04-95
269	Sonier, Carol-Anne	24-04-95
270	Baranyk, Alana	24-04-95
271	Smith, Jennifer	24-04-95
272	Welder, Pamela	24-04-95
273	Rempel, Rick	24-04-95
274	Patel, Anita Devi	24-04-95
275	McGuire, Patrice	24-04-95
276	Postlewaite, Warren	24-04-95
277	VonKarstedt, Dollie	24-04-95
278	Schafer, Hallie	24-04-95
279	Ferguson, Heather	24-04-95
280	Dopson, Lorraine	24-04-95
281	Smart, Wayne	24-04-95
282	Summers, Sharlynn	24-04-95
283	Ellis, Marcela	24-04-95
284	Murdoch, Debbie	24-04-95
285	Lye, Susanna	24-04-95
286	Guilfoyle, Barb	23-05-95
287	Smith, Ivor	23-05-95
288	Hay, Laura	23-05-95
289	Armstrong, Jill	23-05-95
290	Peacock, Debra	01-04-96
291	Ewashen, Karen	01-04-96
292	Nichol, Kari	01-04-96
293	Taylor, Dorota	01-04-96
294	Wager, Kevin	01-04-96
295	Bittle, Stephanie	01-04-96
296	Azarko, Jacqueline	01-04-96
297	Huml, Catherine	01-04-96

298	Petitclerc, Josie	01-04-96
299	Quinton, Tara	01-04-96
300	Austin, Jane	01-04-96
301	Gibson, Andrea	01-04-96
302	Mouffier, Kirk	01-04-96
303	Carradus, Jillian	01-04-96
304	Madiera, Karla	01-04-96
305	Garib, Anne	01-04-96
306	Cabak, Tara	01-04-96
307	Manuel, Katrina	01-04-96
308	Calabretta, Debra	01-04-96
309	Crooks, Amanda	01-04-96
310	Hartley, Christine	01-04-96
311	Noel, Ivan	01-04-96
312	Roberge, Helene	11-04-96
313	Duga, Janet	16-06-96
314	Geddes, Susan	17-06-96
315	Ghamami, Helia	21-06-96
316	McCarvell, Heather	22-06-96
317	Mehee, Ludovic	18-07-96
318	Kost, Carol	07-08-96
319	Caruso, Raea	07-08-96
320	Connolly, Christie	07-08-96
321	Carter, Valerie	23-01-97
322	Wakefield, Michelle	23-01-97
323	Acri, Dianne	23-01-97
324	Rans, Triston	23-01-97
325	Del Torchio, Angelina	23-01-97
326	Megliola, Denise	28-01-97
327	Adamson, Robert	21-02-97
328	Yamchuk, Dana	21-02-97
329	MacFarlane, Paul	24-02-97
330	Yee, Anne	24-02-97
331	Cario, Carol	26-02-97
332	Goss, Gail	12-03-97
333	Rodricks, Sylvester	12-03-97
334	Maghaddam, Shahnam	12-03-97
335	Amyot, Michel	12-03-97
336	Dressler, Therese	12-03-97
337	Kovacs, Ferenc	12-03-97
338	Plante, Johanne	12-03-97
339	Albanese, Rita	12-03-97
340	Valiquette, Lizanne	12-03-97
341	Huys, Karen	12-03-97

342	Rey, Marcos	12-03-97
343	Ferreira, Anabela	01-05-97
344	Olinyk, Barbara	01-05-97
345	Fry, Pamela	01-05-97
346	Latoski, Tina	01-05-97
347	Brown, Cathy	01-05-97
348	Maquet, Cristelle	01-05-97
349	Papp, Susanna	01-05-97
350	Fournier, Charles	01-05-97
351	Weichel, Melanie Frances	01-05-97
352	Maltais, Julie	01-05-97
353	Rundstedler, Brandy	21-05-97
354	Portainer, Perter	21-05-97
355	Richard, Chantal	21-05-97
356	McFarlane, Genny	21-05-97
357	Duhaney, Michelle	21-05-97
358	Parker, Alison	21-05-97
359	Stewart, Sandra Lynn	21-05-97
360	Boa, Stephen	21-05-97
361	Monette, Candide	21-05-97
362	Ackerman, Richard	01-05-97
363	Berry, Heather	01-05-97
364	Meier, Matthias	01-05-97
365	Murphy, Joanne	01-05-97
366	Santos, Noel	01-05-97
367	Rhungren, Kris	21-05-97
368	Pryce, Jennifer	21-05-97
369	Kruis, Ian	21-05-97
370	Denomme, Caroline	21-05-97
371	Choney, Brenda	21-05-97
372	McGlone, Kim	21-05-97
373	Cherkas, Corridawne	21-05-97
374	Chow, Maria	21-05-97
375	Schmidt, Erin	21-05-97
376	Wong, Rene	21-05-97
377	Durball, Donna	21-05-97
378	Chouinard, Shannon	21-05-97
379	Lair, Carla	21-05-97
380	Boudard, Steve	21-05-97

• Denotes actual full time start date To be used in future merges.

** Seniority adjusted as per Article 17 02(b) of Collective Agreement.

APPENDIX "D"

Employees Maintained Seniority

	<u>NAME</u>	<u>SENIORITY DATE</u>	<u>SENIORITY MAINTAINED</u>
1.	Susan Dabrensky (Bowers)	27 Jun 1983	11 years, 2 months, 13 days
2.	Rachel Borrelli	27 Jun 1985	9 years, 2 months, 13 days
3.	Shelley Sackney	26 Oct 1986	7 years, 10 months, 15 days
4.	Deborah Peet	26 Oct 1986	7 years, 10 months, 15 days
5.	Eleanor Scharf	01 Sep 1989	5 years, 0 months, 9 days

The following employees have returned to the Bargaining Unit through Article 18.02 (b):

Brenda King
Louise Dunlop (Johnstone)

APPENDIX "E"

Missing, Hijack And Internment

To: Canadian Regional Airlines

Date: _____

You are hereby directed to pay all monthly Compensation allowable to **me** under the application of Article 21.11 of the Agreement between Canadian Regional Airlines and CUPE as follows:

_____ % of such compensation to:

(Name and Address)

as long as living.

The balance if any and any amounts accruing after the death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modifications shall become effective upon receipt of such letter by you.

Payments made by the Company pursuant to this direction shall fully release the Company from any further claims to compensation on my behalf under the Agreement between Canadian Regional Airlines and CUPE.

Flight Attendant's Signature

APPENDIX "F"

Workplace Harassment Policy

Purpose:

To provide a work environment **free** of harassment for all employees which is supportive of the dignity, self-esteem and contribution of all employees.

To ensure all employees are aware of the seriousness with which the Company views harassment. Harassment will not be tolerated by the Company and confirmed incidents may result in disciplinary action, up to and including dismissal.

Definition:

"Harassment" means conduct in the workplace that creates an intimidating, threatening, coercive or hostile work environment such that:

- the individual's work performance is impaired
- the individual's employment relationship is adversely affected, or
- the individual's dignity or respect is denied

Workplace harassment constitutes one or more of the following areas:

Conduct Constituting Personal Harassment that Targets:

- age
- conviction for which a pardon has been granted
- disability
- marital or family status
- political belief or affiliation
- race, nationality or place or origin, colour
- religion
- sexual orientation
- union membership

Conduct Constituting Sexual Harassment:

Sexual harassment may be any singular or repeated comment, gesture, contact, or conduct **of a sexual** nature, which is known or ought reasonably to be known to be unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one-sided and coercive, may be overt or implicit, and may include the following examples:

- sexual innuendo (even perhaps in the guise of humour)
- touching or patting
- sexually suggestive remarks or other verbal abuse about gender
- demands for sexual favours
- leering or compromising invitations
- physical assault
- implied or actual threats to the victim or his/her job
- offensive materials or language whether written or visual such as graffiti or degrading pictures
- placing a condition of a sexual nature on employment, rewards, avoidance of punishment, or opportunities for training, transfers or promotion

Conduct Constituting Harassment that Results in a Poisoned Work Environment for the Victim, such as:

- derogatory jokes
- offensive literature
- racial slurs
- hazing or initiation activities
- degrading comments
- other activities that intrude upon a person's or group's dignity or that create an intimidating, hostile or offensive atmosphere

Complaint Procedure:

Complaints of workplace harassment should promptly be drawn to the attention of your Manager or any Senior Management, including the President, if the first avenue of communication is difficult. The complaint will be brought to the attention of the Director, Human Resources and Labour Relations who will take appropriate action. Redress is also available under the Canadian Human Rights Act. The complaint should be in writing, should describe the incident(s), with details as to dates and names, and be signed by the individual.

All complaints of harassment will be investigated in a prompt, confidential and impartial manner until such time as they are resolved. Any employee who believes he or she is a victim of harassment is encouraged to report the matter. Retaliation in any form against a complainant or a witness to a case of harassment is unacceptable and will be subject to disciplinary action.

When a complaint is filed, the process outlined below will be followed:

- An uninvolved management representative from the complainant's department and another uninvolved management person will begin to conduct an investigation.
- The investigation will start with a fact-finding interview of the complainant, the alleged offender (the alleged harasser) and any witnesses identified by either.
- A determination will be made fourteen (14) days after all aspects of the complaint are fully investigated. The decision will be communicated to the complainant in writing, within five (5) days after the determination.
- Appropriate action will be taken following the determination of the investigation, including disciplinary action where appropriate.

Where the complainant is not satisfied with the determination and/or action taken, the employee may submit a grievance where a grievance procedure is available.

All information concerning the complaint will be kept confidential and not placed on the complainant's file. Should the complaint be unsubstantiated it will not be placed on the alleged harasser's file. No information concerning the complaint will be placed on the file of any witness. Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, action will be taken against the complainant and/or appropriate parties.

APPENDIX "G"

Vacation Bid Package

VACATION AND STATUTORY HOLIDAY AWARDS

Enclosed is your Vacation and Statutory bid package. Flight Attendants will be provided with a Vacation Bid Binder located at each crew base allowing you to view other bid sheets - same procedure as your monthly block bids. Your vacation bid sheet must be submitted in this binder prior to October 15. Paid, unpaid and statutory holidays will be adjusted after the completion of this year to reflect any absences or leaves taken in this year.

Split Entitlement	
7 or less calendar days	0 splits (= 1 vacation slot)
8 - 14 calendar days	1 split (= 2 vacation slots)
15 - 21 calendar days	2 splits (= 3 vacation slots)
22 - 28 calendar days	3 splits (= 4 vacation slots)
29 or more calendar days	4 splits (= 5 vacation slots)

As per the Collective Agreement, no split shall be less than four calendar days and YOU may not exceed the aforementioned splits.

Listed below are the number of vacation days available per base.

* to be updated each year prior to posting.

Vacation Days Available by Base		
Base	Flight Attendants	Days Available Per Month
Calgary	125	338
Saskatoon	38	108
Vancouver	81	210
Victoria	24	71
Toronto	54	149

The following page includes more detailed information with tips and pointers for those who have not bid for vacation in past years.

Prior to reviewing your vacation and statutory holiday bid package it is recommended you review Article 5 of the Collective Agreement which outlines details regarding bidding procedures.

One split of your vacation, results on two slots of vacation, the maximum of four splits results in five slots of vacation.

Included in our bid package you will find your individualized vacation and every holiday allotment (including number of days which will be without pay as applicable). Listed on page one is the number of days available for bid per month at your base.

Flight Attendants must bid all vacation but are not obligated to take any unpaid vacation time. After awards are complete, unpaid vacation time not bid for will not be honoured. Please note you may cancel your unpaid entitlement at any time.

Here are some key points to ensure your vacation bid sheet reflects what you truly would like to be awarded. The following is an example of a blank Split Request. Your bid sheet will have five Split Requests.

Number of bidding days	Split Request Number	The minimum # of days I will accept is
	Specific bid Request Jul. 18 - 31	7
14	Jul. 10 - Aug. 05	7
14	Jul. 01 - Aug. 05	5
14	Jul. 01 - Aug. 31	5
14	Jun. 15 - Aug. 31	5
14	Jun. 01 - Sep. 15	5

The first line is for your specific bid request, which is like your "wish list".

However, for middle to junior seniority flight attendants, this is basically for the CUPE reps information as a guideline as the specific dates are likely not available. Therefore, to avoid disappointment use a broad window of "Date Range" and "Minimum number of days".

To write an effective bid, there are two factors to keep in mind when completing your Split Requests. First and most importantly, ensure you include a broad "Date Range" as this provides the CUPE rep with alternates if the specific dates are not available. This would prevent a Flight Attendant from not being awarded any dates as a result of being too specific and not allowing a broad enough window. The CUPE reps will do their utmost to award your days as close to your Specific Bid Request as possible.

Secondly, ensure you provide a "Minimum number of days" which also provides flexibility for the CUPE rep. If you do not provide a minimum number of days, you may not be awarded any of the vacation requested, i.e. a Flight Attendant requests 14 days, however, only 13 are available. Without noting a minimum number of days, none of this request can be awarded, not even the 13 days which are available.

We ask you do not bid vacation in the first two weeks of your training months. If you bid vacation over your training and are awarded vacation during this time, be advised your new training month will be assigned to you.

MEMORANDUM OF SETTLEMENT

November 27, 1996

This Memorandum of Settlement is between Canadian Regional Airlines Ltd. ("CRA") and the Canadian Union of Public Employees (the "Union"):

1. The conditions of Collective Agreement #2 will be as agreed in bargaining and according to the attached documents and seniority list.
2. The Collective Agreement shall be effective upon ratification unless otherwise noted below, and no provision or Article shall have any real or implied retroactive application or effect. Collective Agreement of Canadian Regional will apply up to ratification.

Notwithstanding the above:

- Hours of Work and Scheduling provisions (5 and 6) will become effective January 31, 1997 in order to allow for reprogramming of the computerized tracking systems.
3. The Union agrees that all members of the CUPE Bargaining Committee will recommend that this settlement be ratified by Canadian Regional Flight Attendants.

Flight releases for the purpose of the Union's ratification process shall be as described under Article 10.14 (b) of the tentative Collective Agreement and shall represent the July to October allocation.

The Company shall provide space in crew rooms/checkin areas for the ratification vote.

For those bargaining committee members on vacation during this time, the Company agrees to slide their vacation.

4. All Company and Union items not addressed in the attached documents shall be considered to be withdrawn.
5. On a without prejudice basis, the Union agrees there shall be two separate Collective Agreements - one for CRA and one for IC. Furthermore the parties agree that renewal of these Collective Agreements will occur through common bargaining, provided the corporate structure at that time is consistent with the present corporate structure.
6. For the official signing of the Collective Agreements, the Canadian Regional Collective Agreement will be the English version and Inter-Canadien Collective Agreement shall be the French version.

7. Notwithstanding Article 6.05, the Minimum Monthly Guarantee shall be eighty two (82) hours until June 30, 1997 and the standard daily credit shall be 2.7 for all purposes (e.g. vacation).
8. Notwithstanding Article 5.03 (b), the current block construction process shall remain in effect until the AT&T system is operational.
9. During the term of this Collective Agreement, the per diem provided to Flight Attendants shall not be less than those provided to Pilots, unless an increase in Pilot per diems is a result of a no-cost agreement related to the cost reduction program.

FOR THE COMPANY
CANADIAN REGIONAL AIRLINES

S. Malenky
R. B. J.
Doug Br
B. McCune

FOR THE UNION
CUPE

[Signature]
[Signature]
Deborah Klitoris
Alvina Slesman
Pauline Rosscoe
Barb Esmerick
C. Kestel

May 8, 1996

Jill Badger
CUPE Component President
Canadian Regional Airlines

Dear Ms Badger:

This letter will serve as clarification of Article 12 Grievance Procedure as discussed in negotiations May 7, 1996.

- Complaints will be discussed with the Flight Attendant's immediate supervisor.
- Written grievances (Step I) will be sent to Manager of Inflight Services and must include notation of the Management representative who heard the complaint.
- The Manager of Inflight Services or designate will acknowledge receipt to the Union representative who filed the grievance with a copy to the National Representative.
- The Union representative filing the grievance will contact the Company designate to arrange a meeting.
- The Management representative who hears the grievance will provide a written response to the Union representative with copies to the National Representative and the Component President.
- If the Union finds the response to be unsatisfactory, the representative will move the Grievance to Level II.
- Level II written responses will be sent to the Union Representative who filed the grievance, with copies to the National Representative and the Component President.

Sincerely,

Sue Dabrensky

Director of Inflight Services

Cc: Faye Douglas
CUPE National Representative

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