

# **Collective Agreement**

**– Between –**

**flair  airlines™**

**Flair Airlines Ltd.**

***(hereinafter the “Company”)***

**– and –**



**The Canadian Union of Public Employees,  
Local 4060**

***(hereinafter the “Union”)***

**January 1, 2019 – December 31, 2028**

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## **PREAMBLE**

This Collective Agreement (the "Agreement") is entered into between Flair Airlines Ltd. (the "Company") and the Flight Attendants in the service of the Company represented by CUPE Local 4060 (the "Union").

The Company, the Union, and the Flight Attendants recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide the wages and working conditions herein, the Company must always be in a strong competitive market position. This means that the Company, the Union, and the Flight Attendants must always recognize the objectives of promoting the safety of air transportation, the efficiency and productivity of flight operations and the high quality of customer service.

It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to co-operate fully, both individually and collectively, for the advancement of this Agreement.

## **ARTICLE 1 – PURPOSE AND RECOGNITION**

- 1.01 Flight Attendants will keep uppermost in their minds that the safety, comfort and wellbeing of the customers are their first and greatest priority.
- 1.02 The Parties recognize that the business in which they are engaged is highly competitive and that the Company must be able to maintain an efficient cost-effective operation and improve itself in a highly competitive market. The Parties agree to work together in attaining these objectives.
- 1.03 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all Flight Attendants who are subject to the provisions of this Agreement.
- 1.04 The Parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement. To this end:
- a) The Company agrees to instruct its supervisory and management staff and will adhere to and enforce this Agreement.
  - b) The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements for the Agreement and to fulfil their responsibilities as Flight Attendants of the Company.
- 1.05 The word Flight Attendant(s) as used in this Agreement and in accordance with Article 1.06 means any Flight Attendant employed by the Company at all locations.
- 1.06 The Company recognizes the Union as the sole and exclusive bargaining agent for all Flight Attendants employed by the Company, excluding the Manager of Flight Attendants, Assistant Flight Attendant Manager, In-Flight Supervisors and any other(s) at or above the rank of these positions in accordance with the certification issued by the Canada Industrial Relations Board under the provisions of the *Canada Labour Code* unless directed otherwise by the Board from time to time.

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

The Company agrees to acquaint new Flight Attendants with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check off. A new Flight Attendant shall be advised of the name and location of their Union Representative.

1.07 Excluded Personnel listed in Article 1.06 shall be permitted to perform inflight duties in the following situations:

- a) Where Flight Attendant training is required, or
- b) Where a line-check is to be done, or
- c) Where no Flight Attendants are available due to last minute book-offs, or
- d) Scheduled to retain Excluded Personnels' competency, or
- e) Where there is no reasonable and practical alternative.

Where a Flight Attendant is displaced from their published schedule as a result of any of the above, the Flight Attendant shall not be subject to reassignment and shall receive the Blocked credits for the flight.

1.08 Flying of Company Aircraft

- a) Only Flight Attendants within the bargaining unit shall be assigned to any Company flying on aircraft operated by the Company on the Company's route network. Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights, and publicity flights. Such flying shall be in accordance with the terms and conditions of this Agreement.
- b) Notwithstanding Article 1.08 (a), wet-leases (i.e., contracting with another Company for the provision of an aircraft with Pilots and Flight Attendants) may be entered into by the Company under the circumstances listed in (i) below provided such leases are not entered into with a Company(s) that has been declared as a single employer under the *Canada Labour Code* (CLC).
  - i) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g., weather conditions, mechanical failures, acts of God, delay of aircraft delivery). This provision is not meant to allow the Company to maintain the Company fleet and/or Flight Attendant staffing levels below those that would normally be required to maintain operational integrity.
- c) The Company shall advise the Union President (or their designate) of the use of wet-leases as soon as practicable and in no case later than thirty (30) days.
- d) Wet-leases and their association with the Company shall not exceed one hundred and eighty (180) calendar days unless mutually agreed upon by the Parties.
- e) In addition to Article 1.08 (b), the Company has the right to wet-lease up to twenty percent (20%) of their fleet (rounded up to the next whole number), provided it does not result in a layoff of a bargaining unit employee.

## **ARTICLE 2 – PROBATION**

- 2.01 a) Any Flight Attendant shall be on probation for their first one hundred and twenty (120) calendar days calculated from the date of hire.
- b) This probationary period will be automatically extended by the same length of any period of absence of seven (7) or more consecutive days. The probationary period may be extended by an additional thirty (30) days worked by mutual agreement of the Company and the Union.
- 2.02 During probation, the Company has the right to terminate an employee with or without legal cause at its discretion, as long as it does so in good faith. The Company will advise the Union as to the reason for the dismissal.
- 2.03 Any available Company benefits listed in this Agreement shall be made available to the Flight Attendant only after they have completed 90 days of continuous employment.



### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the Company has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to take any action and determine all matters pertaining to the management of the Company, its affairs and the direction of employees, all of which are fixed exclusively with the Company. The Company retains residual management rights, including all rights which it has heretofore enjoyed at a common law and otherwise, not otherwise specifically covered by this Agreement.
- 3.02 Without limiting the generality of the foregoing, the Company's rights shall include the right to require a restricted area identity card as a requirement for employment and continued employment in the bargaining unit, the right to establish and administer tests to assist the Company in determining the Flight Attendant's job qualifications, the right to conduct pre-employment criminal record checks and to require a medical certificate or, where the Company questions that bona fide nature of a Flight Attendant's illness or in the case of absence of three (3) days or more, to require medical examinations by a doctor appointed by the Company.
- 3.03 Flight Attendants shall be governed by written policies adopted by the Company as distributed provided that such policies are not in direct conflict with the specific provisions of this Agreement, the *Canada Labour Code*, and any other applicable legislation. A copy of all or any changes to Company policies shall be provided to the Union.
- 3.04 No non-exercise of a right by the Company or Union shall be construed as a waiver of that right.

## **ARTICLE 4 – UNION DUES**

- 4.01 The Company shall deduct Union dues including, where applicable, initiation fees, levies and assessments, on a bi-weekly basis, from the wages of each Flight Attendant covered by this Agreement. The current rate of union dues will be 1.5% of regular salary. Union dues may change from time to time and the Company agrees to deduct the new amount from Flight Attendant's wages after receiving written notice from the Union.
- 4.02 All dues, initiation fees, levies and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted.
- 4.03 The remittance form shall be accompanied by a statement containing the following information:
- a) A list of the names of all Flight Attendants from whom dues were deducted and the amount of dues deducted; and
  - b) A list of the names of Flight Attendants from whom no deductions have been made and reasons.
- The statement of dues deductions from individuals will list the following: pay period, employee's name, number, base, regular earnings, other earnings, total gross earnings and dues deducted. This information shall be sent to both Union addresses as identified by the Union.
- 4.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

## **ARTICLE 5 – TIME CREDITS / SCHEDULING**

### **5.01 Time Credits and Scheduling**

Given the term of this Collective Agreement, the Union and the Company recognize that the working conditions described in Article 5 may need to be re-visited. If this occurs, the Company and the Union will meet to review the issue(s) and share information whilst working towards mutually agreeable solutions.

#### 5.01.01 Credited Flight Time

Flight Attendants shall be credited for any day worked by the greater of either:

- a) A minimum duty period guarantee of four (4.0) hours credit.
- b) Actual flight time.
- c) Scheduled flight time.
- d) One half (1/2) the total duty period.

#### 5.01.02 Training Credits

During training, the crew member will be credited with the following, as applicable:

- a) For initial training, The Flight Attendant will receive a set daily rate of one hundred and twenty dollars (\$120) per day.
- b) For recurrent ground training, credited flight time will be one half hour (1/2) of credited flight time for each hour of training or four (4) hours of credited flight time, whichever is greater.
- c) Time allocated to complete online training/distance learning will be determined by the Flight Operations Training Department. Online training course(s) will be credited with one half hour (1/2) of credited flight time for each hour of training.

#### 5.01.03 Deadheading/Positioning Credits

A Flight Attendant will receive credit for any duty period consisting of deadheading only, at the greater of:

- a) four (4) hours; or
- b) if the travel is provided by an operator other than the Company, the credit will be one half (1/2) of the time from scheduled departure to scheduled arrival; or
- c) if the travel is provided by the Company, the credit will be one half (1/2) of the time from actual departure to actual arrival.

5.01.04 Vacation/Stat Credits

A Flight Attendant will receive four (4) hours of credited flight time for each vacation/stat day taken.

5.01.05 Base Transfer Credits

A Flight Attendant will receive four (4) hours of credited flight time per day for such purpose according to and for which no other credit is received up to a maximum of seven (7) days, as long as the company requires this move or the base is closed.

5.01.06 Reserve Day Credits

A Flight Attendant will receive four (4) hours of credited flight time for every reserve day.

5.01.07 Meeting/Office/Administration Day Credit

A Flight Attendant will receive four (4) hours of credited flight time for each day of meeting/office/administration day duties that are assigned by the Company. This includes duties where a Flight Attendant is serving as a member of a company committee. (e.g. Health and Safety, Flight Safety Committee, etc.)

5.01.08 Overtime

Overtime occurs when a Flight Attendant completes more than eighty-five (85) credited flight time hours in a block. The credited flight time hours in excess of eighty-five (85) hours will be payable at one and a half (1 ½) times their hourly rate of pay. Sick time credits will not count toward the monthly credit total for the purposes of determining overtime.

5.01.09 Duty Period

For pay credit and per diem calculation purposes, when a duty period (pairing) starts in one block and ends in the next, it will be split in two (2) parts coinciding with the end of the block. Pay credits and per diem will be calculated for each part of the duty period and paid in the applicable block month.

For example, a pairing starting on the twenty-ninth (29<sup>th</sup>) of one month and ending on the second (2<sup>nd</sup>) of the next month would be broken down as follows:

- Day 29, 30, 31 (if applicable) – per diem and duty credit are accounted for in the first (1<sup>st</sup>) month.
- Day 1, 2 - per diem and duty credit are accounted for in the second (2<sup>nd</sup>) month.

5.01.10 Guaranteed Days Off (GDOs)

- a) Once the schedule is published, all days not assigned duty shall be considered GDOs.
- b) A duty day will not be rostered to extend into a GDO.
- c) If, due to Operational Circumstances, a duty day extends into a GDO past 0200 hours local time, the Flight Attendant shall be deemed to have worked an additional day and shall be paid as per Article 5.01.01.

5.01.11 Scheduling

Flight Attendant blocks will be built for each base. Flight Attendants will state preferred days off (GDOs) and/or bid preference for each month. Blocks will be awarded on a seniority basis with operational requirements being a factor in selection. If the operational requirements are not met, the pairings will be scheduled in reverse seniority.

5.01.12 Flight Attendants will be scheduled to a maximum of eighty-five (85) credit hours per month. Flight Attendants that wish to be scheduled for more than eighty-five (85) credit hours in a month shall indicate this on their monthly bid sheet. The Company may schedule each Flight Attendant for up to ninety-five (95) credit hours in a month, up to four instances in a year.

5.01.13 Flight Attendants shall not be scheduled for more than one hundred and forty-four (144) consecutive hours away from home base. Flight Attendants who wish to work more than one hundred and forty-four (144) consecutive hours away from home base shall indicate on their monthly bid sheets.

5.01.14 Flight Attendants will submit monthly bid requests by the first (1<sup>st</sup>) of every month. The Company will issue the schedule by the twentieth (20<sup>th</sup>) of every month.

5.01.15 Flight Attendants shall not be scheduled or required to report for a flight duty period more than once per calendar day. This requirement does not apply to continuous flight duties.

5.01.16 For all scheduled single Duty Period flights, that span over two (2) consecutive Calendar Days, the Company shall give credit as per Article 5.01.01. This will be compensated as one (1) duty period, not two (2) days.

5.01.17 For all scheduled multi-day pairings, the Company shall block all days as days of work, counted towards the monthly maximum as follows:

- a) A pairing which is only one single duty period over two (2) calendar days shall not be considered a multi-day pairing.

- b) A multi-day pairing that extends into the next day due to operational circumstances, shall not be counted as an additional day worked, unless the Flight Attendant works past 0200 local time.

5.01.18 Flight Attendants subject to line checks will be given a minimum of twenty-four (24) hours advance notice. If the Flight Attendant does not attend the line check the notice will be waived until the line check is completed.

5.01.19 Flight Attendants will be subject to a maximum of one (1) line check per calendar year unless the Company deems additional checks are necessary.

5.01.20 Voluntary Flight Duty Assignments on GDOs

- a) Flight Attendants will indicate if they are prepared to work on a GDO monthly on their preferential bid sheets.
- b) Overtime, based on operational requirements, shall be offered on a seniority basis.
- c) If a Flight Attendant accepts flight duty on a GDO, they will receive regular credited flight time for the day worked and per diem will be payable in accordance with current Company policy. The Flight Attendant will also receive a GDO premium of four (4) flight credits based on their current salary in addition to the regular credited time earned for the day. The regular credited flight time earned on an accepted GDO assignment will be added to all other credited flight time for the block, but are not counted in hours worked when calculating overtime hours.
- d) GDOs that are required to maintain regulatory time free from duty requirements are not subject to displacement or replacement.
- e) If, due to unforeseen operational circumstances a duty day extends into a GDO past 0200 hours local time, it will be bought out in accordance with the above stated policy.

## 5.02 Hours of Service

5.02.01 The maximum scheduled duty period will be fourteen (14) hours.

5.02.02 The minimum scheduled rest period at a Flight Attendant's home base will be twelve (12) hours. The rest period will be calculated beginning at the end of the preceding duty period until the check in time for the next scheduled duty period.

Minimum rest and suitable accommodations as per Article 5.02.03 can be assigned to a Flight Attendant at their home base.

The Flight Attendant has the right to decline the hotel assignment in which case the check-in time for the next flight duty period shall not be less than ten (10) hours after the end of the preceding duty period.

5.02.03 The minimum rest period when a Flight Attendant is away from home base will be ten (10) hours in a suitable rest facility. The ten (10) hours is calculated as time in the hotel, which does not include the travel time to and from the airport.

5.02.04 All Flight Attendants are required to sign on via the Merlot Crew Portal for each pairing a minimum of two (2) hours to a maximum of twelve (12) hours prior to the scheduled report time.

5.02.05 When a Flight Attendant is required by the Company for a meeting, Duty Extension may be exercised.

### **5.03 Notification Method**

5.03.01 The Company will maintain a standard method of notifying Flight Attendants of the departure time of their trips. The Company will notify Flight Attendants as soon as possible by phone of any cancellations, extensions, delays or deferrals of their trips provided such notification does not interrupt required crew rest periods.

5.03.02 If the change in schedule occurs within 48 hours of the designated reporting time, a phone call will be made to notify the Flight Attendant of the schedule change. All schedule changes made outside of 48 hours will be communicated via the Merlot crew portal only.

5.03.03 If a duty change occurs during the designated rest period, an email detailing the change will be sent to the Flight Attendant's Company account. Flight Attendants are expected to check their email and the crew portal in Merlot for any changes prior to departing from their rest facility, whether at home or away.

### **5.04 Sectors**

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

### **5.05 Shift Trades/Mutual Switches/Giveaways**

5.05.01 Flight Attendants may trade pairings with other Flight Attendants holding the same equipment competency, subject to Crew Scheduling acceptance and provided:

- a) The requesting Flight Attendant is responsible for finding another Flight Attendant to switch with, and providing at least twenty-four (24) hours notice to Crew Scheduling.
- b) Both Flight Attendants involved in the switch must indicate their acceptance of the switch via email to Crew Scheduling.

- c) Any GDOs displaced by the switch will be assumed into the accepting crew member's block and will not be replaced in the relinquishing crew member's block. GDOs accepted as result of a switch are not subject to Article 5.01.20.
- d) Switches must be legal in all aspects, including but not limited to, minimum crew rest, flight time limitations and qualifications.
- e) Credits earned as a result of a shift trade are paid at straight time and will not count toward the monthly credit total for the purposes of determining overtime.
- f) Switches which lower a Flight Attendants rostered monthly credit total shall not be approved unless the Flight Attendant waives the monthly minimum guarantee of eighty (80) hours.
- g) Switches incurring additional costs will not be approved unless the requesting Flight Attendant covers the cost.

Approval of the switch will be verified by an email from Crew Scheduling and adjusted in each Flight Attendant's Merlot.

## **5.06 Crew Travel**

5.06.01 All Crew shall remain on their scheduled pairings including all deadhead movement; there shall be no manipulation of deadhead travel without the expressed authorization from Operations Coordination Centre (OCC). Any Flight Attendant that is requesting any deviation from the published pairing must make the request for permission from OCC. Requests to cancel deadheads at the conclusion of the Flight Attendants pairing will not be unreasonably refused by OCC.

There are only 2 exceptions to the above:

- a) If a Flight Attendant lives in a location other than where the flying commences the Flight Attendant is solely responsible for their own transportation to the commencement point should they choose not to travel on the scheduled deadhead from their base of employment.
- b) If a Flight Attendant lives in a location other than where the flying terminates the Flight Attendant is solely responsible for their own transportation to where they live should they choose not to travel on the scheduled deadhead to their base of employment.

In all cases where deadhead travel has been altered at the request of the Flight Attendant, the Flight Attendant will not receive deadheading flight credits.

## **5.07 Reserve**

5.07.01 A Flight Attendant on reserve is required to be available at a designated telephone number to receive flight duty assignments from designated Company telephone numbers.



5.07.02 A Flight Attendant shall only be contacted between the hours of their scheduled reserve pairing, but the Company may send an email prior to their scheduled reserve pairing if they know in advance of a reserve activation. Should a Flight Attendant be contacted following the conclusion of their scheduled reserve pairing, the Flight Attendant is not required to accept an activation from SOCC.

5.07.03 A Flight Attendant on reserve is required to be available at a designated telephone number to receive flight duty assignments and to report for flight duty not later than 90 minutes after the initial call from SOCC is made to the Flight Attendant. Failure to respond to a reserve call out within 15 minutes of the initial call will result in the Flight Attendant being recorded as a "no show", being removed from the reserve pairing, and having the reserve credit deducted from their salary.

5.07.04 The maximum scheduled days of reserve in a row is six (6).

5.07.05 The Flight Attendant will not be expected to work into a GDO or vacation day following a reserve day unless mutually agreed upon by both Parties.

5.07.06 All Flight Attendants with a full month of reserve (i.e. no scheduled flying) will be blocked with a maximum of twenty (20) days in a bid period.

5.07.07 When more than one Flight Attendant is on reserve at any designated base for the same day, and all else is equal, the Flight Attendants on reserve shall be called in order of seniority. The more senior Flight Attendant on reserve will have the right to decline the assignment when more junior Flight Attendants are on reserve. The most junior qualified Flight Attendant on reserve must accept the duty assignment.

## **5.08 Mixed Blocks**

5.08.01 In order to minimize open flying, mixed blocks will be issued. A mixed block is defined as a combination of reserve and scheduled flying days. Note: Reserve shall be assigned in increments of not less than four (4) calendar day blocks. One (1), Two (2) or three (3) day reserve blocks may be assigned at the Company's discretion.

5.08.02 If a Flight Attendant is issued a mixed block the following proration will apply with regard to maximum days on:

- a) 1 to 9 days of Reserve will be a maximum of 18 days in a month.
- b) 10 days or more of Reserve will be a maximum of nineteen (19) days in a month.

## **5.09 Duty Day Extension**

5.09.01 A Flight Attendant's maximum scheduled duty period may be extended by up to three (3) consecutive hours provided that where flight duty time is extended, the subsequent minimum rest period shall be increased by an amount at least equal to the extension to the flight duty time.

5.09.02 Flights shall be planned to be completed within the maximum flight time and maximum flight duty time taking into account the time necessary for pre-flight and post-flight duties the flight or series of flights, forecast weather, turn-around times and the nature of the operation.

## **5.10 Reassignment**

5.10.01 If a Flight Attendant's scheduled day of work is cancelled they shall remain on reserve for length of pairing or be reassigned immediately. Any subsequently reassigned flying for that day will be subject to the following conditions:

- a) Subject to Article 5.07.05 above, at the Company's discretion any subsequently assigned flying may begin up to three (3) hours before the Flight Attendant's original check-in time or may continue up to three hours past the Flight Attendant's original check-out time (for the purposes of clarity, the total time before and/or after cannot exceed a total of three (3) hours);
- b) If mutually agreed between the Company and the Flight Attendant, the new check-in time for any subsequently assigned flying for that day may be earlier and the check-out time may be later than the three (3) hour window referred to in 5.10.01 (a).
- c) If a Flight Attendant's scheduled day of work is cancelled, and they have already reported for work, they shall be assigned Hot Reserve at commencement of their original duty period.

## **5.11 Drafting**

Both Flair Airlines and the Union are committed to not cancelling flights due to lack of Flight Attendants. In keeping with this commitment, a draft shall be considered as an option of last resort. Drafting is to be used only after all other options have been exhausted.

Prior to any Flight Attendant being drafted the following call-out order shall be used by OCC:

- a) Available Flight Attendants on reserve; then,
- b) Flight Attendants who have volunteered to work on a GDO.

Duty on a GDO shall be voluntary, however if no Flight Attendant is available on a voluntary basis then any eligible Flight Attendant may be drafted.

No Flight Attendant will be drafted more than three (3) times in a calendar year.

A Flight Attendant will not be drafted on a GDO consecutive with vacation.

A Flight Attendant who is drafted on a GDO will be paid as per Article 5.02 and Article 5.01.20 (c).

At the end of each quarter the Company will initiate an internal review if it is determined that excessive drafting is taking place.

### **5.12 Reduced Block Program**

The Company and the Union agree to meet to discuss an alternative to full-time employment for Flight Attendants who desire a partial schedule and/or desire either greater flexibility with scheduled work hours, or reduced work hours overall. The initial meeting will take place prior to the end of 2019.

### **5.13 Hot Reserve**

The Company reserves the right to assign Flight Attendants to Hot Reserve. Assignment will be based on seniority and subject to the following conditions:

- a) Credit will be paid as per Article 5.02;
- b) Per diem will be paid in accordance with the current collective agreement;
- c) Hot Reserve will be served in the airport terminal, unless otherwise specified by the Company;
- d) The period of Hot Reserve will be determined by OCC based on operational requirements and will not be in excess of eight (8) hours per shift;
- e) Flight Attendants may be called off reserve to hold Hot Reserve and will be subject to a total duty time not to exceed twenty (20) hours per day, or fourteen (14) hours of combined Hot Reserve and flight duty; and
- f) Flight Attendants will be required to report to operating duty within thirty (30) minutes if on standby in the terminal, and within sixty (60) minutes if put into a rest facility. These times are inclusive of travel time.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

- 6.01 It is agreed that there will be no strikes during the lifetime of this Agreement.
- 6.02 It is agreed that the Company will not lockout its Flight Attendants during the lifetime of the Agreement.
- 6.03 The word “Strike” and the word “Lockout” shall be deemed to have the meaning given those words in the Canada Labour Code and in addition will include, without limiting the generality of the foregoing, any slowdown or interference with work productivity.
- 6.04 The Union agrees that it will not involve or interfere with any other installation of the Company, its affiliates, parent or subsidiaries, as a result of any labour dispute it may have at the premises covered by this Agreement.

## **ARTICLE 7 – GRIEVANCE/ARBITRATION PROCEDURE**

7.01 A Grievance for the purpose of this Agreement is a dispute arising from the application, administration, interpretation or alleged violation of this Agreement, whether between the Company and any Flight Attendant or groups of Flight Attendants bound by this Agreement, or between the Company and the Union, including whether or not any issue is arbitrable.

7.02 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation, or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

Step 1:

When a grievance arises the Flight Attendant(s) shall discuss the matter with the supervisor concerned within seven (7) calendar days from the date the Flight Attendant knew or ought to have known of the incident which gave rise to the grievance. The supervisor shall provide the grievor or steward with an oral answer before the end of the next work day.

Step 2:

In the event that the grievance is not resolved in the Step 1, the grievance shall be reduced to writing and a copy thereof delivered to the Manager of Flight Attendants (or his/her designee) within seven (7) calendar days from the Supervisor's response in Step 1. The Parties will meet to discuss within seven (7) calendar days of receiving the written grievance.

Step 3:

If the grievance is not recorded as settled within seven (7) days after the meeting described in Step 2, the dispute shall be referred to the Director of Flight Operations (or his/her designee). The Union and the grievor shall meet with the Director of Flight Operations (or his/her designee) within seven (7) calendar days of the request for a meeting.

Step 4 – Arbitration:

In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration within fourteen (14) calendar days after the meeting described in Step 3. The Parties shall, within seven (7) calendar days of the sending of the notice requesting arbitration, select a mutually acceptable Arbitrator. If the Parties are unable to agree on the selection of an Arbitrator within the time limits prescribed, the Federal Minister of Labour can be requested to appoint the Arbitrator.

- 7.03 a) Policy Grievances – Grievances between the Union and the Company shall commence at Step 2 of the Grievance Procedure
- b) The Company can grieve any action of the Union or of a Flight Attendant commencing at Step 2 of the Grievance Procedure and the same individuals will be involved at each step as set out herein.

7.04 The Arbitrator is to be governed by the following provisions:

- a) The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any Flight Attendant or the Company affected by it.
- b) Each of the Parties shall pay one-half (1/2) of the expenses of the Arbitrator.
- c) The Arbitrator shall determine his/her own procedures but shall give full opportunity to all Parties to present evidence and make representations.
- d) The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement. The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- e) The Arbitrator shall have the power to amend a grievance, modify penalties and relieve against non-compliance with time limits, or any other technicality or irregularity.
- f) The Arbitrator shall, in the case of disciplinary or discharge grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause. The Arbitrator may render such appropriate orders accordingly.

7.07 No matter may be substituted to arbitration which has not been properly carried through all steps of the grievance procedure within the time lines specified. Any and all time limits referred to under the grievance and arbitration procedures may be extended only by written agreement between Company and the Union. No request for extension of time lines shall be arbitrarily denied.

7.08 It is agreed that a settlement of any grievance under the grievance procedure shall not be construed as a precedent and shall not be binding on either party in respect to any other grievance unless the Parties agree otherwise.

7.09 Flight Attendants shall have the right to have a Union representative present throughout the grievance process.

## **ARTICLE 8 – DISCIPLINE AND DISCHARGE**

- 8.01 No Flight Attendant shall be disciplined or discharged without just cause.
- 8.02 Any Flight Attendant who has been disciplined or discharged may file a grievance in accordance with this agreement.
- 8.03 The Company will advise a Flight Attendant of the reason for any discipline or discharge in writing. The Flight Attendant will have the right to request the presence of a duty accredited representative(s) of the Union. Should there be difficulty in obtaining a Union representative, the Union will be allowed twenty-four (24) hours to rectify the situation prior to the proceeding with the disciplinary action provided any delay does not jeopardize the investigation.
- 8.04 A Flight Attendant who has been disciplined or discharged may file a grievance in accordance with Article 7. However, by mutual agreement between the Company and the Union, grievances under the provisions of this Article may proceed directly to Step 2 of the Grievance procedure.
- 8.05 In the event that discipline, or discharge is modified through either the grievance or arbitration procedures, the original advice shall be removed from the Flight Attendant's personnel file and replaced with the modified advice where the Flight Attendant is not completely exonerated.

## **ARTICLE 9 – SENIORITY RIGHTS**

- 9.01 Company seniority shall be deemed to commence on the date of hiring by the Company.
- 9.02 All Flight Attendants names will appear on a seniority list as of their date of hire and be revised by the Company every six (6) months. A copy of such list will be given to the Union and emailed to all Flight Attendants. The list will be open for correction only for a period of sixty (60) calendar days from the date of posting on presentation of proof by a Flight Attendant or a representative of the Union and then will be deemed to be accurate.
- 9.03 In the event more than one Flight Attendant is hired on the same date, the Company and the Union will randomly draw and assign each Flight Attendant with a seniority number.
- 9.04 In making a selection to fill a job vacancy, whether if be a lateral transfer or promotion, the Company shall consider:

- a) The qualifications and ability of the Flight Attendant; and
- b) The seniority of the Flight Attendants involved.

When the factors in (a) above, are equal between Flight Attendants, seniority shall govern. If there are no qualified internal applicants, the Company may hire a qualified person from outside the bargaining unit.

- 9.05 A Flight Attendant shall lose all seniority and their employment shall be deemed terminated if they:
- a) Voluntarily leaves the employ of the Company;
  - b) Are discharged and not re-instated through the grievance procedure;
  - c) Fails to return to work promptly upon completion of an authorized leave of absence (unless prior arrangement acceptable to both the Flight Attendant and the Company has been made for an extension of such leave) or utilizes a leave of absence for purposes other than those for which the leave of absence was granted. In demonstrated emergency situations, or, if it is otherwise impossible to return, the Flight Attendant must provide the Company with a reasonable explanation, for the delay in returning to work;
  - d) Are laid off for a period equal to the lesser of their period of seniority or twenty-four (24) months;
  - e) After notice of recall from layoff is sent by registered mail to their last address on file with the Company, they fail to advise the Company of their intention to return to work within seven (7) calendar days following receipt of mailing of such notice or fails to return to work on the date and time specified in the notice;



- f) Is absent from work for three (3) or more scheduled working days without having obtained an authorized leave of absence, unless a reasonable explanation is provided;
  - g) Fails to return to work following an illness or accident after they are able to return to work, unless they provide an explanation acceptable to the Company and additional medical information, if requested; or
  - h) A leave of absence for a purpose other than that for which it was granted.
- 9.06 Job vacancies shall be internally posted for seven (7) calendar days electronically online. A notice shall be posted on the Company Intranet listing the name of the successful applicants.
- 9.07 A Flight Attendant promoted or transferred to fill a vacancy in another classification shall be on a trial period in such classification for a period of up to three (3) months. The Company may, at any time during this trial period, return the Flight Attendant to the former classification with no loss of seniority. At the conclusion of a successful trial period, the Flight Attendant will be advised in writing the promotion or transfer is confirmed.
- 9.08
- a) Prior to notice of layoffs being issued when recall is not anticipated, with as much notice as practical, the Company shall notify the Union to enable the Parties to discuss possible ways of avoiding a layoff or minimizing the adverse effect of layoffs.
  - b) Prior to any layoffs as per 9.08(a), all surplus Flight Attendants will be first dealt with through any mitigation programs which are agreed to between the Parties in Article 9.08(a). If after taking this action layoffs are still required, Flight Attendant layoffs shall occur in reverse order of seniority by base.
  - c) If the Company decides to decrease the workforce within a base, Flight Attendants to be laid off will be laid off in reverse order of seniority if the qualifications and ability of the affected Flight Attendants to perform the work are relatively equal.
  - d) A Flight Attendant selected for layoff may avoid layoff by bumping a Flight Attendant with less seniority within the base where their qualifications and ability to perform the work are relatively equal.
  - e) In a case where there is no Flight Attendant within their base with less seniority, the Flight Attendant selected for layoff may avoid layoff by bumping a Flight Attendant with less seniority in another base, if they previously held that position and their qualifications and ability to perform the job are equal.
  - f) A Flight Attendant on layoff shall have the option of maintaining all or any benefits normally covered by payroll deduction at the Flight Attendant's expense subject to the terms and conditions of the Company's group insurance plan.

9.09 The opposite procedure to 9.08 and the same criteria will apply to recall from layoff.

9.10 In recalling Flight Attendants, the Company's responsibility will be fulfilled if the Company gives notice in writing by registered mail to the last address left by the Flight Attendant with the Company. Flight Attendants must notify the Company of their intention within seven (7) days of receipt at the address of the notice from the Company and must report for duty within fourteen (14) calendar days of acceptance of the offer of recall, unless mutually agreeable arrangements are made in writing between the Flight Attendant and the Company. Otherwise, they lose their right to recall.

9.11 Non-flying or supervisory positions up to a maximum of twelve (12) months will not be subject to Article 9.12. Non-flying or supervisory positions in excess of twelve (12) months and permanent positions shall be governed by Article 9.12 below.

When an employee is accommodated to a non-flying position, the Flight Attendant shall retain and accrue seniority for pay, vacation and seniority purposes.

9.12 A Flight Attendant transferred to a non-flying or supervisory position shall retain and continue to accrue seniority, including seniority for pay progression, for a period of twenty-four (24) months. At the completion of the twenty-four (24) month period, the accrual shall cease, however seniority shall be retained for a further twelve (12) months after which their name shall be removed from the seniority list unless they return to a Flight Attendant position.

## **ARTICLE 10 – LEAVE OF ABSENCE**

10.01 Contributions to the Flight Attendant's benefits for eligible employees are required to keep them active to the extent the insurance carrier permits continued coverage. In order to keep benefits during any leave period, the Flight Attendant must provide post-dated cheques for the total amount of the benefit premiums they normally pay (STD, LTD and Group Life) for each month of the leave.

### Union Leave:

10.02 Any Flight Attendant of the Company elected or appointed to a full-time position in the local Union or National Union, CUPE, will be granted a leave of absence by the Company;

- a) Such leaves will remain in effect until notice to cancel such leave is given by the Union; and
- b) During such leave of absence, seniority will be accrued.

10.03 Subject to operational requirements, the Company will grant a leave of absence with pay for up to two (2) union members at any given time to attend to Union business. The Company will bill the Union for reimbursement. Such agreement to permit the leave shall not be unreasonably withheld.

### Personal Leave:

10.04 Upon application in cases of genuine emergency, a personal leave of absence without pay will be granted to a Flight Attendant without loss of seniority. A personal leave of absence must be signed by the Company.

10.05 The Company may, at its sole discretion, grant a Flight Attendant a personal leave of absence without pay. Extensions may be granted at the Company's sole and absolute discretion up to a six (6) month period.

10.06 If a Flight Attendant overstays their personal leave of absence without written authorization their employment will be deemed to be terminated.

10.07 A Flight Attendant returning from personal Leave of Absence shall return to their previous position providing their seniority and minimum qualifications entitle them to hold the position. In the event their seniority and minimum qualifications do not allow them to hold their previous position, they may displace a more junior Flight Attendant.

10.08 A Flight Attendant requesting personal Leave of Absence shall make application in writing to their supervisor. The request shall be dealt with by management at its discretion. The Flight Attendant shall be notified in writing of the disposition of the application and a record shall be kept in the Human Resources Department. Personal Leave of Absence may be extended at the discretion of management provided written application is made.

- a) Personal Leaves of absence of thirty (30) days or more must be applied for at least ten (10) days in advance.

Maternity/Paternity/Adoption Leave:

10.09 The Company will grant maternity, paternity, or adoption leave to Flight Attendants in accordance with the *Canada Labour Code*.

Jury Duty:

10.10 Employees who are called to serve as jurors shall be granted leave of absence for such purpose with pay. Normal pay will continue to be issued on the usual pay dates. At the conclusion of duty, the Flight Attendant shall obtain a certificate from the Court showing the period of jury and the amount of the compensation received and shall deposit this certificate together with the full amount of the compensation but not including traveling allowances, with the Company. Employees shall make every reasonable effort to request leave prior to such leave occurring.

Compassionate Care Leave:

10.11 Flight Attendants are entitled to Compassionate Care Leave in accordance with the *Canada Labour Code*. A written request supported by medical documentation is required to be submitted.

10.12 The Company will provide a "Record of Employment" to the Flight Attendant to apply for Employment Insurance Benefits.

Bereavement Leave:

10.13 In the event of the death of an immediate family member, the Flight Attendant will be granted three (3) working days leave without loss of pay, immediately following the date of death or if the Flight Attendant requests to attend the funeral at a later date – the total number of days taken will not exceed the maximum entitlement. Where the Flight Attendant requests to take a portion of the allowable bereavement days at a later date to attend the funeral, the request must be submitted for approval within fourteen (14) days of the death.

- 10.14 “Immediate family” includes the Flight Attendant’s spouse, common-law spouse (one year minimum), parent, child, step-child, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, step-parents, grandparents, grandchildren and any relative permanently residing in the Flight Attendant’s household or with whom the Flight Attendant resides.
- 10.15 Bereavement leave may be extended without pay on the approval of the Company should circumstances in its opinion warrant.
- 10.16 The Flight Attendant may request to their immediate supervisor, bereavement leave for individuals other than immediate family. Time off for such leave would be without pay and at the Company’s sole discretion.
- 10.17 In the funeral is held more than five (5) hours of driving distance away from the Flight Attendant’s home, an additional two (2) working days leave with pay shall be granted.
- 10.18 All benefits for eligible employees shall be maintained, to the extent the insurance carrier permits it, and seniority shall continue to be accrued for the duration of the leave of absences granted under Article 10.

## **ARTICLE 11 – WORKPLACE HEALTH AND SAFETY**

11.01 The Company and the Union will meet their respective obligations pertaining to injured workers and occupational health and safety as set out in the Workplace Health and Safety Act and the Canada Labour Code, Part II.

11.02 The Company agrees to cover the cost of any Flight releases and transportation away from base required for the Health and Safety Committee member to attend the Joint Health and Safety Committee meetings if required by the Company and will ensure that the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee.

- a) The Company agrees to pay any costs associated with the Training of any CUPE Health and Safety Representatives to attend Health and Safety Training sessions offered and mandated by the Company.
- b) The Company may release from duty, subject to operational requirements, members of the CUPE Health and Safety Committee to attend conferences or seminars, for the purposes of Health and Safety related education. The Union shall bear all costs associated with such Flight releases.
- c) The CUPE Health and Safety Chairperson or their designate may, at the Flight Attendant's request, be present if required by the Company at the "Company debriefing" of Flight Attendants involved in an incident. "Crew debriefings" after an incident may proceed without delay.

## **ARTICLE 12 – BENEFITS**

12.01 All Flight Attendants shall be entitled to benefits as follows:

- a) The benefits set out in the Article and the eligibility for such benefits shall not be changed or modified from the Sun Life Financial – Group benefits booklet for Flair Airlines Ltd, Standard Employee Benefits – Contract Numbers 45870, 45770, BSC 9027072 and LPA 991997 effective May 1, 2017 and the Great West Life “My Group Benefits Plan” Flair Airlines Regular Employees booklet dated 09/17 during the life of this agreement except by negotiation and the mutual agreement of the Union and Company, subject to the terms and conditions of the plans.
- b) The cost of the benefits, including any and all premiums, shall be paid one hundred percent (100%) by the Company, except for Short Term Disability, Long Term Disability, and Life Insurance, for which the Flight Attendants pay one hundred percent (100%) of the premiums.
- c) The Company shall make available the benefits specified above to all Flight Attendants and their dependents, including those Flight Attendants on any leave of absences, workers compensation leave, maternity, parental or adoption leave, medical leave, and short term and long-term disability benefits, subject to the terms and conditions of the plans.

12.02 Dry Cleaning – The Company shall provide each Flight Attendant with a monthly allowance of sixty dollars (\$60.00) for dry cleaning, maintenance of uniforms and for other miscellaneous items. No receipts are necessary for the allowance.

12.03 Laundry

- a) If a Flight Attendant is away from home for longer than four (4) days and does not have access to free laundry facilities, the Company will reimburse fifteen dollars (\$15) on the 5<sup>th</sup> day away, with an additional fifteen dollars (\$15) provided on the 8<sup>th</sup> day away.
- b) Reimbursement for laundry while out of the country will be determined on an individual basis. To claim minor laundry expenses, a receipt is not necessary as the Company understands that most laundry facilities are coin operated; however, an expense sheet does need to be completed.

12.04 Parking – If a Flight Attendant must park at the terminal, the Company will reimburse parking expenses at the rate charged for Company employees at the Company designated lot.

12.05 Ground transportation from layover accommodation to airport or from airport to layover accommodation will be arranged and provided by the Company.

12.06 The rate for Flight Attendants who are approved to use their own vehicle on Company business is the Canada Revenue Agency (CRA) Reasonable per kilometer allowance as set by CRA each year.

12.07 All reasonable costs associated with required Company travel expenses including but not limited to checked baggage fees will be borne by the Company. For clarity, the Company will agree to reimburse for one (1) checked bag which may or may not be included in the airfare ticket costs.

12.08 Flight Attendants will receive Company travel benefits in accordance with the policy and procedures established by the Company. Those privileges can be changed from time to time at the absolute discretion of the Company.

#### 12.09 Pension Plan

a) Each member of the bargaining unit is eligible to participate in the Company's defined contribution Pension Plan (SunLife Financial Contract 96641-G,96642-G) after one (1) year of service.

b) Once eligible for the Plan, contributions shall be in accordance with the following:

<b>Years of Service</b>	<b>Flight Attendant Portion</b>	<b>Company Portion</b>
Up to 5 years of service	3.0%	3.0%
5 – 15 years of service	4.0%	4.0%
More than 15 years of service	5.0%	5.0%

c) These investments are through payroll deduction and are made pre-tax. Funds invested in the pension plan are transferable to another pension plan upon termination. Only regular earnings (not OT or extra time) are eligible for pension investment and matching by the Company, WCB, STD and LTD payments are not eligible for pension investment.

#### 12.10 Registered Retirement Savings Plan

Voluntary RRSP's are available to all employees via payroll deductions. You may direct extra time or overtime earnings to voluntary pension or RRSP's. The Retirement Savings Plan is provided by SunLife Assurance Company of Canada – Contract 96643-G.

12.11 Cellular Phone – In recognition of required communication between the Flight Attendants and the Company, Flight Attendants shall be paid twenty-five dollars (\$25.00) per month towards cellular phone usage.



### 12.12 Moving

- a) A Flight Attendant who is required and requested to relocate their residence due to reassignment – not for lifestyle reasons – may be eligible for reimbursement of moving expenses. The Company may reimburse up to five thousand dollars (\$5,000.00) for moving expenses including air travel and accommodations, packing and unpacking, real estate and legal fees, lease termination fees, and disconnecting and reconnecting of utilities. All moving expenses that a Flight Attendant intends to claim must be discussed with Human Resources before arrangements are made in order to ensure the pricing is acceptable.
- b) All eligible expenses must be approved by the Flight Attendant's supervisor and accompanied by the original itemized detail receipts. Moving expenses in excess of one thousand dollars (\$1,000.00) in total will be subject to an agreement that the Flight Attendant will repay that excess money to the Company if they leave the employment, for any reason, within eighteen (18) months following the monies being advanced and those monies can be deducted from the Flight Attendant's final pay.

12.13 Passport / RAIC – The Company shall assume all reasonable costs associated with the acquisition of an initial passport or renewal of passport for a five (5) year term upon submission of receipts and a copy of the renewed passport for verification. All reasonable costs associated with the acquisition of visas and other travel documentation required by the Company to complete a contract outside of its normal operations will be borne by the Company. It is the Flight Attendant's responsibility to ensure they have all required travel documentation to complete normal operations.

The Company shall assume all costs for employees to obtain their RAIC cards. This will include wages, per diems and all travel and accommodation. If travel is required, it shall not be scheduled on the GDO day.

### 12.14 Buy-on-Board Sales Commissions

The Company intends to institute a "Buy-on-Board" Commission programme. All Flight Attendants will qualify for commissions on sales of on-board "Buy-on-Board" items. The Commission will be 5% and will be calculated on net revenue of sales of "Buy-on-Board" items on each flight segment. Only Flight Attendants actively employed at the time the commission is scheduled to be paid, will be eligible for payment. The Company reserves the right to change or modify this program as necessary and will actively seek input from Flight Attendants on suggestion to enhance the program. Technology permitting, the target start date for the "Buy-on-Board" Sales Commission program will be January 1, 2019, with the program starting no later than December 31, 2019.

## **ARTICLE 13 – UNIFORMS/LUGGAGE**

- 13.01 Uniforms will be worn and maintained according to standards prescribed by the Company. The Company will notify the Union when implementing any changes in the dress code.
- 13.02 The Company shall provide and assume one hundred percent (100%) of the cost of the following initial basic uniform. All pieces will be new.

<b>Uniform Schedule</b>	
<b>Item</b>	<b>Start</b>
Blazer	2
Bottoms*	2- Female/3-Male
Vest (Male)	1
Shirt*	2 – Female/3 – Male
Dress (Female)	1
Sweater	1
Scarf (Female)	2
Apron	1
Tie (Male)	2
Winter Two-in-One Coat	1
Carry-On Bag	1
Rain Jacket	1
Wings	2
Lunch Bags	1

Note: \*Two (2) shirts and two (2) bottoms can be forfeited together for one (1) additional dress at the Flight Attendant's request.

- 13.03 The Company will implement a points/credit system based on the costs associated with the above uniform schedule. Flight Attendants shall be able to choose their own compliment of uniform items with the points/credit system. Extra pieces may be purchased at the Flight Attendant's expense at the Company's cost.
- 13.04 Pieces will be replaced as required or after two (2) years of being issued.
- 13.05 If any uniform item is damaged as a result of normal wear and tear while on duty, the Company shall replace or repair the item at its cost.

- 13.06 When the Company requires a Flight Attendant to purchase a new uniform or part thereof, as a result of a change in style, materials or components, the items shall be provided at one hundred percent (100%) cost to the Company.
- 13.07 Where a Flight Attendant's employment is terminated for any reason, they shall return all corporate identification and the following shall apply to the uniform:
- a) Where the Flight Attendant has received uniform pieces paid one hundred percent (100%) by the Company, all pieces must be returned to the Company. The depreciated value of any uniform pieces not returned to the Company shall be deducted from the Flight Attendant's final pay cheque. For the purpose of this sub-Article, all uniform pieces will be deemed to have a two (2) year life span.
- 13.08 Every effort will be made by the Company to ensure that the initial fittings for new uniforms will be done at home base. The Company shall assume the cost of all approved alterations for new uniform pieces after it has approved the alteration and the price to a maximum of one hundred dollars (\$100) for each year of service in each year.
- 13.09 Flight Attendants will receive one hundred dollars (\$100) per calendar year to supplement the purchase of approved footwear.
- 13.10 Lost/Theft Luggage – In the event of a temporary loss of the employee's luggage while away from their home Base, the Company will reimburse reasonable expenses upon submission of receipts up to a hundred-dollar (\$100) maximum. Company issued luggage will be replaced by the Company at no cost to the employee.
- 13.11 Uniform Committee. The Company and the Union shall establish a Uniform Committee to address issues with regards to Uniforms and Luggage.

## **ARTICLE 14 – VACATION**

14.01 For the purposes of this Article, the reference year shall be January 1<sup>st</sup> to December 31<sup>st</sup>. During this period, Flight Attendants acquire the right to paid annual vacation on an ongoing basis. Vacation pay will be paid based on the rate of pay at the time the Flight Attendant takes their vacation. The vacation is granted during the year following the reference year.

All Flight Attendants shall be entitled to paid annual vacation, composed of a vacation period and statutory holidays.

Entitlement:

14.02 Flight Attendants shall be entitled to paid annual vacations according to the following schedule:

- a) Date of hire to December 31<sup>st</sup>, prorated as per (b).
- b) Up to three (3) years of service, Flight Attendants shall be entitled to ten (10) working days with pay or four percent (4%) of their gross earnings, whichever is greater.
- c) After completion of three (3) to eight (8) years of service, Flight Attendants shall be entitled to fifteen (15) working days with pay or six percent (6%) of their gross earnings, whichever is greater.
- d) After completion of eight (8) to fifteen (15) years of service, Flight Attendants shall be entitled to twenty (20) working days with pay or eight percent (8%) of their gross earnings, whichever is greater.
- e) After completion of fifteen (15) years or more of service, Flight Attendants shall be entitled to twenty-five (25) working days with pay or ten percent (10%) of their gross earnings, whichever is greater.

Vacation Scheduling:

14.03 A Flight Attendant is entitled to bid vacation GDOs as per the following, and each week of vacation is five (5) working days totalling twenty (20) credit hours toward:

- a) 1 to 7 vacation days = 4 GDOs
- b) 8 or more vacation days = 6 GDOs

Note: No more than three (3) GDOs may be attached to one (1) side of a vacation period. GDOs, if desired, must be included in the Flight Attendant's monthly request.

Vacation and Statutory holidays shall be booked in increments of five (5) days. If a Flight Attendant has vacation or Statutory holiday days, less than five (5) days due to prorating, those days shall be booked as a block.

GDOs, is desired, must be included in the Flight Attendant's monthly request.

#### 14.04 Vacation Duty Assignment

A Flight Attendant will have the right to refuse a duty assignment on a vacation day that has been published.

If a Flight Attendant accepts flight duty on a vacation day, they will receive regular credited flight time for the day worked and per diem will be payable in accordance with Article 14.01. the displaced vacation day will:

- a) Be replaced no later than the end of the next block;
- b) Be paid two (2) times their regular hourly rate. This payment will be in addition to the regular credited time earned for the day. The regular credited flight time earned on a vacation day assignment is not counted in hours worked when calculating overtime hours.
- c) Vacation days that are required to maintain regulatory time free from duty requirements are not subject to displacement or replacement; and
- d) If, due to Unforeseen Operational Circumstances, a duty day extends into a vacation day past 2359 hours local home base time, it will be replaced or bought out at the Flight Attendant's choice in accordance with the above stated Article.

The Article does not apply to mutual switches.

#### Vacation Bidding:

14.05 Flight Attendants shall bid their vacation in order of seniority starting with the most senior for that base with respect to equipment type and classification. Bidding shall be broken down into two (2) rounds, starting with vacation first and statutory holidays second.

14.06 Vacation Bid Packages for the following year will be issued to the Flight Attendants no later than September 15<sup>th</sup>. Bids must be returned to the Company no later than October 15<sup>th</sup> of the same year. If a bid is not received by October 15<sup>th</sup>, vacation time will be assigned at the discretion of the Company. Vacation Awards will be published to the Flight Attendants no later than November 15<sup>th</sup> of the same year.

Mutual Vacation Switches:

14.07 Flight Attendants may request mutual vacation switches as follows:

- a) Flight Attendants may switch with any open vacation slot available on Flair Connect.
  - i) Flight Attendants requesting a switch of their vacation slots shall email a vacation change form to the Company. The deadline for submitting a change request will be the 5<sup>th</sup> of every month.
  - ii) This email will be checked at that time and all vacation changes will be awarded by the 10<sup>th</sup>.

Vacation switches will be done based on seniority, or

- a) Flight Attendants may switch vacation with another Flight Attendant providing the mutual switch does not impact on operational needs or cause an increased financial impact on the Company. The switch shall be submitted to the Company for approval. Such request shall not be unreasonably denied.

Open Vacation Slots

Any available vacation slot(s) that become open will be posted on Flair Connect for seventy-two (72) hours. Available vacation slot(s) will be awarded on the basis of seniority.

14.09 Vacation must be taken or paid out in the year in which the Flight Attendant becomes eligible for it and cannot be carried forward.

## **ARTICLE 15 – STATUTORY HOLIDAYS**

15.01 Flight Attendants shall be entitled to ten (10) recognized statutory holidays with pay per calendar year as listed below:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

## **ARTICLE 16 – SEASONAL EMPLOYEES**

16.01 The Company reserves the right to hire Seasonal Flight Attendants for peak seasons (Summer and Christmas). Those dates are June 1 to Sept 15 inclusive, and December 8 to January 10 inclusive. This is exclusive of training time; training may be conducted prior to the timeframe noted above. Seasonal Flight Attendants shall be limited to thirty percent (30%) of the complement of Flight Attendants. Seasonal Flight Attendants will be provided with a full block for the months they are in the Company's employ.

16.02 Seasonal Flight Attendants will be subject to all rules and limitations of a full-time Flight Attendant with respect to the Agreement except for the following:

### Benefits:

- a) Entitlement to any available Company benefits, as per Article 12, while maintaining a full block for the Company.

### Seniority:

- a) Seasonal Flight Attendants will be listed and maintained on the Seasonal Flight Attendant seniority list. Seasonal seniority shall be separate from regular seniority;
- b) Seasonal Flight Attendants shall accumulate seasonal seniority based on the number of days employed;
- c) Seasonal Flight Attendants will maintain but not accrue seasonal seniority in the off season which is transferrable should the Flight Attendant become a full-time employee of the Company;
- d) Conversion of seasonal seniority to regular seniority shall be by adjusting the date of which the Seasonal Flight Attendant becomes full-time by adding the number of days accrued as a Seasonal Flight Attendant to the date which the Seasonal Flight Attendant becomes full-time;
- e) Full-time vacancies will be offered to Seasonal Flight Attendants with the greatest seasonal seniority prior to the vacancies being posted to external candidates;
- f) A Seasonal Flight Attendant who has not been available to the Company for a period of thirteen (13) consecutive months shall be deemed to have resigned and will be removed from the seasonal seniority list;
- g) Seasonal Flight Attendants shall be recalled by order of seasonal seniority;



Probation:

- a) The probationary period for Seasonal Flight Attendants will be based on the periods that they are actually employed so that the days included for purpose of probation will end when their season ends and resumes when their employment continues to a maximum of one hundred and twenty (120) days.

Scheduling:

- a) The Seasonal Flight Attendant will have full block availability subject to the scheduling rules set out in the Agreement.
- b) In order to be eligible for potential recall for the next peak season, a Seasonal Flight Attendant must provide the Company with written notice by March 1 for the Summer season and by September 1 for the Christmas seasons.

## **ARTICLE 17 – SICK LEAVE/UNFIT TO FLY**

17.01 Flights Attendants will receive twelve (12) days per year of sick time. Six (6) days will be for the first six months in a calendar year and six days for the last six (6) months in a calendar year. No unused sick days will be accumulated. However, if none of the six (6) sick days are used in a (6) six-month period the Flight Attendant will be paid one extra day's pay (four (4) hours) in the month following the expiry of the six (6) sick days. If no sick days are used in any one calendar year, in addition to the two days' payout, the Flight Attendant will receive a "Golden" day which is a day off with pay. A "Golden" day must be used within the next calendar year subject to the Company's operational requirements. It is understood that no request shall be unreasonably denied. "Golden" days are approved on a first-come, first-serve basis.

Note:

Fatigue is classified as being unfit for duty. Sick days are to cover unfit for duty days and as such a fatigue day is counted as a sick day. Any day taken off sick for a fatigue event will be recorded in Flair Safety Net (FSN) and will be investigated by the Safety Systems (SMS) Manager

17.02 Notification

A Flight Attendant shall advise the Company of their illness with as much notice as possible.

## **ARTICLE 18 – MEDICAL REVIEW PROCEDURES**

- 18.01 Where the Company physician makes a declaration regarding the fitness of flight duty of any Flight Attendant that is contrary to the position of the Flight Attendant's personal physician, the Flight Attendant may initiate the medical review procedure, as set forth in Article 18.02, within seven (7) days of receipt of this declaration by so notifying the Manager of Flight Attendants and HR Manager in writing.
- 18.02 Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the Flight Attendant or Company may request that a mutually agreed upon qualified medical specialist be appointed to undertake a further examination. The medical specialist shall conduct the Flight Attendant's examination and shall furnish a written report of their decision of the Flight Attendant's fitness to fly with the prognosis of return to both the Company and the Flight Attendant.
- 18.03 The decision of the medical specialist, based on the results of the Flight Attendants examination, shall be conclusive of the issue and not subject to any further review.
- 18.04 All costs for examinations and reports required under Article 18.02 that are not covered by provincial or territorial health benefits or the Company's medical insurance program shall be borne by the Company.
- 18.05 Where a Flight Attendant originally declared unfit for Flight duty is declared fit for Flight duty under Article 18.03 above, the following shall apply:
- a) Reinstatement: The Flight Attendant shall be reinstated to their former position and status with full seniority and service credit.
  - b) Compensation: The Flight Attendant shall receive retroactive compensation based on the amount the Flight Attendant would have earned by the time the Company had received the fit for flight duty declaration from the Flight Attendant's qualified medical specialist, less any net amount paid to them under any Company or Government income protection program to the time back on the active duty schedule.

## **ARTICLE 19 – UNION-MANAGEMENT MEETINGS**

19.01 The Union and the Company agree to hold informal meetings as required to discuss matters of mutual interest on a bi-monthly basis with a maximum of five (5) employees. Any Flight Attendant attending the meetings with the Company shall suffer no loss of pay or benefits. Flight Attendants who are not at the location of the meeting will attend by phone unless the Company agrees to cover the cost of transportation.

## **ARTICLE 20 – UNION BUSINESS**

### 20.01 No Loss of Pay

Employees and Union Representatives shall suffer no loss of pay or benefits when attending meetings with the Company pursuant to this agreement.

### 20.02 Bulletin Board

A bulletin board shall be provided at each Base where the Company has an office for the use of the Union. Any postings must be approved by the Company in advance with approvals not being unreasonably withheld.

## **ARTICLE 21 – HUMAN RIGHTS CLAUSE**

21.01 The Company and the Union agrees that it is important that there be compliance with all Federal legislation respecting human rights, harassment and discrimination. Any violation can be the subject of a grievance.

## **ARTICLE 22 – PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING**

### 22.01 Method of Payment

A Flight Attendant who, while on assignment or engaged in the course of their duties for the Company, is captured, taken prisoner, confined or held hostage, or who is missing in action, is paid one hundred percent (100%) of their salary in effect at the time of the incident, until such time as they are released or recognized as legally deceased. In any case, if the Flight Attendant is not found and no proof of death is established within a period of twelve (12) months following the disappearance, the payment of the base monthly salary will be discontinued by the Company.

### 22.02 Remuneration

The basic monthly salary, mentioned in Article 24, is deposited in the personal account of a Flight Attendant, and must be distributed by the Company in whole or in part, according to the written instructions provided by the Flight Attendant. It will not be deposited to the benefit of a Flight Attendant who has been placed under arrest by an authority recognized by the Government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

### 22.03 Request for Instruction

The Company must ask a newly hired Flight Attendant to provide their instructions with respect to this Article in accordance with the instruction request form set in Appendix A. The Company must ask all Flight Attendants currently in its employ to fill in the aforementioned form, which must be returned as soon as possible to the Company.

### 22.04 If the Flight Attendant or their estate is subsequently reimbursed for any portion of the salary paid by the Company, that portion will be reimbursed to the Company.

## **ARTICLE 23 - PREMIUMS**

23.01 Effective upon ratification,

- a) Flight Attendants may be eligible for the following premiums if appointed by the Flight Attendant Manager or designate:
  - In-Flight Director (IFD) – Fifteen percent (15%) of gross base wage for duration of appointment
  - Trainer Qualified – Twenty-five dollars (\$25) per completed day if assigned subject to cost of living increases or one percent (1%) per year, whichever is greater starting January 1, 2021, based on the Consumer Price Index for Canadian Annual Average, as published by Statistics Canada.
- b) The trainer premium is applied as a flat dollar amount per completed day as assigned. The ratio of trainees to qualified Flight Attendants shall be one trainee to one trainer (i.e. 1:1) for line-checks and IFD upgrade training only.
- c) IFD and Trainer appointments are contingent on the successful completion of position specific training.
- d) All appointments are entirely at the discretion of the Company and may be cancelled at any time with the provision of thirty (30) days' written notice.



## ARTICLE 24 – COMPENSATION

### 24.01 Base and Premium Rates

All employees will be paid in accordance with the wage rates as specified in Appendix B - Wages

### 24.02 Pay Administration

- a) Pay Days – Flight Attendants will be paid twice per month on the 15<sup>th</sup> and the last day of the month. On the 15<sup>th</sup> of each month, the Company will pay half of the monthly salary earned the month prior, plus all earned overtime, per diems and expenses for that month. On the last day of each month, the Company will pay half of the monthly salary only.
- b) A **pay statement** will be available to each Flight Attendant with full details of all pay items.
- c) There shall be no deductions from wages unless authorized by the Flight Attendant, statute, court, arbitrator award of this Agreement.
- d) Any pay or expense discrepancies, for which the Company is at fault less than one hundred dollars (\$100.00) will be paid on the next regular pay. Any discrepancies over one hundred dollars (\$100.00) will be corrected and compensated as soon as possible.
- e) In cases of an overpayment, repayment arrangements may be arranged by mutual agreement between the Flight Attendant and the Company. Where the Flight Attendant is terminated or resigns, the balance of the overpayment will be deducted from their final pay.

### 24.03 Per Diem Expenses

- a) Flight Attendants will be paid an hourly per diem of three dollars and fifty cents (\$3.50) per hour while away from their home base.
- b) The per diem will be adjusted for “cost of living” increases, or one percent (1%) per year, whichever is greater, starting January 1, 2021, based on the Consumer Price Index for Canadian Annual Average, as published by Statistics Canada.
- c) Per diems are calculated from the Flight Attendant’s actual check-in time at home base to the actual final check-out time at home base.
- d) U.S. rates apply when overnighing or training occurs outside of Canada.

**ARTICLE 25 – DURATION OF AGREEMENT**

**25.01 Effective Dates**

- a) The term of this Collective Agreement shall be retroactively commencing on January 1, 2019 except where specified otherwise and shall continue in full force and effect until December 31, 2028. This Collective Agreement shall remain binding from year to year thereafter, unless notification in writing to reopen this Collective Agreement is served by either of the Parties hereto, such notification to be served not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiration date.
- b) In the event notice is given of intended changes, this Collective Agreement shall remain in full force and effect while negotiations are being carried on for the agreement of the new Collective Agreement. The Parties agree that there shall be no strike or lockout during the term of this Collective Agreement.
- c) Any changes deemed necessary to this Collective Agreement may be made by mutual agreement in writing between the Company and the Union at any time during the term of this Collective Agreement through the use of a Letter of Understanding (LOU) that will be attached and made part of the Collective Agreement.

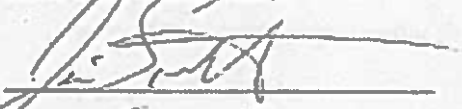

**25.02 Issuance of Collective Agreement, Letters of Understanding (LOU's) Or Amendments**

- a) The Company shall, as soon as practicable, after signing the Collective Agreement, distribute the Collective Agreement to the Flight Attendants.

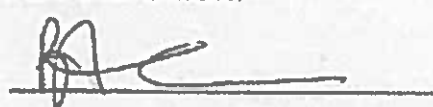

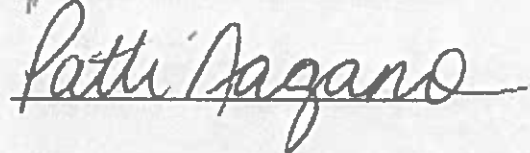
**25.03 Collective Agreement Amendments, LOU's/Costs of Issuance**

- a) Unless cancelled or otherwise specified in the amendment all such amendments to the Agreement shall remain in full force and effect.
- b) All costs associated with the printing of the Collective Agreement, including binders, shall be shared by the Company and Union.
- c) All costs associated with the printing of the LOU's or amendments shall be shared by the Company and Union.

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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**APPENDIX "A" – FORM LETTER**

**RE: PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING**

TO: Flair Airlines Ltd.

DATE: \_\_\_\_\_

You are hereby directed to pay all monthly compensation allowable to me, from Flair Airlines Ltd. under the terms of Article 22 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

\_\_\_\_\_ percent of such compensation to:

\_\_\_\_\_  
(Name and Address)

as long as living and thereafter 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. In the event of my death before receipt thereof, said balance and amounts accruing shall be paid to the legal representative of my estate.

Letter signed by the undersigned may modify the foregoing direction from time to time and any such modifications shall become effective upon receipt of such letter by you.

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further. I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

## APPENDIX “B”

### FLIGHT ATTENDANT WAGE SCHEDULE

- All wages are calculated at eighty (80) credit hours per month
- Flight Attendants will be guaranteed a minimum of eighty (80) paid flight credits per month.
- Flight Attendants hired before October 27, 2018 will be grandfathered at their current wage until their next anniversary date, at which point they will be placed on the next step on the grid which represents an increase from their present rate of pay.
- Flight Attendants will be eligible for years of service increases as per the Schedule. The grid will be adjusted for ‘cost of living’ increases, or one percent (1%) per year, whichever is greater, starting January 1, 2021.
- Those annual ‘cost of living’ increases will be based on the Consumer Price Index for Canadian Annual Average, as published by Statistics Canada.
- The premium for In-Flight Director will be increased to fifteen percent (15%) upon ratification
- Trainer Premium is twenty five dollars (\$25) per day. The premium will be adjusted for ‘cost of living’ increases, or one percent (1%) per year, whichever is greater, starting January 1, 2021, based on the Consumer Price Index for Canadian Annual Average, as published by Statistics Canada
- All Flight Attendants are eligible for the current Company Pension plan as per plan guidelines
- The term of the agreement will be **January 1, 2019** until **December 31, 2028**.

#### Flight Attendant Wage Schedule – Effective January 1, 2019 – December 31, 2028

<b>Years of Service</b>	<b>Timeline</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Training	Initial Training	120.00 per day	N/A	N/A
Start – 6 months	Months 1 – 6	23.50	1,880.00	22,560.00
6 months to 12 months	Months 7 – 12	25.27	2,021.60	24,259.20
Year 2	Months 13 – 24	26.06	2,084.80	25,017.60
Year 3	Months 25 – 36	27.67	2,213.60	26,563.20
Year 4	Months 37 – 48	30.42	2,433.60	29,203.20
Year 5	Months 49 – 60	31.64	2,531.20	30,374.40
Year 6	Months 61 – 72	32.89	2,631.20	31,574.40
Year 7	Months 73 – 84	34.20	2,736.00	32,832.00
Year 8	Months 85 – 96	35.57	2,845.60	34,147.20
Year 9	Months 97 – 108	37.00	2,960.00	35,520.00
Year 10	Months 109 – 120	38.48	3,078.40	36,940.80
Year 11	Months 121 – 132	42.02	3,361.60	40,339.20
Year 12	Months 133 – 144	44.12	3,529.60	42,355.20
Year 13	Months 145 - 156	46.32	3,705.60	44,467.20

**APPENDIX “C” – LETTER OF UNDERSTANDING**  
**CASUALS**

The following Flight Attendants shall remain as casual employees and continue to receive all rights and benefits under the collective agreement.

- 1) Ann Burkert
- 2) Ashley Hemmings
- 3) Allana Monteleone

December 4, 2018

**APPENDIX “D” – LETTER OF UNDERSTANDING**

**Letter of Understanding**

**Between**

**Flair Airlines Ltd**

**And**

**CUPE Local 4060**

**RE: REVIEW OF PERSONNEL FILES**

Upon ratification of the current round of negotiations, the Company and the Union agree to meet to review all personnel files of Flight Attendants for the purpose of removing unnecessary records or letters of discipline which preceded ratification.

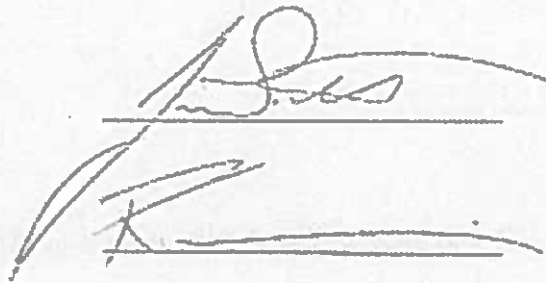
Dated: June 28, 2018

Dated this 29<sup>th</sup> day of Aug, 2019

FOR CUPE LOCAL 4060

FOR FLAIR AIRLINES LTD.

  
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