

LETTER OF UNDERSTANDING
BETWEEN:
FLAIR AIRLINES LTD.
(Hereinafter referred to as the “Company”)
AND
CUPE Local 4060
(Hereinafter referred to as the “Union”)
Without prejudice or precedence

PARTNERSHIP WITH BONZA - DEPLOYED OPERATIONS

WHEREAS Flair Airlines has entered into an initial agreement with Bonza to send aircraft and Flight Attendants to Australia to support Bonza’s flying program from November 1, 2023 – March 1, 2023, the deployment will be approximately 120 days.

WHEREAS the Parties recognize the working conditions of overseas deployments are not covered by the terms of the current Collective Agreement.

NOW THEREFORE, the Parties agree as follows:

1. General

1.1 This Letter of Understanding is entered into and is separate to conditions found in the current Collective Agreement effective until December 31, 2028.

1.2 Any section of the current Collective Agreement not covered by this Letter of Understanding will remain in full effect during the term of deployment.

1.3 Flight Attendants shall be considered deployed when they are stationed at a Base that is not their Flair Domestic Base.

1.4 A Full-Term Deployment is defined as any deployment of four (4) months or greater.

1.5 A Short-Term Deployment is defined as less than four (4) months.

1.6 Bids for a Full-Term Deployment shall be given priority over bids for Short-Term Deployment.

1.7 All deployed operations bids shall be awarded in order of seniority after Australian regulatory requirements have been met. Flight Attendants with active progressive discipline or actively on the Attendance Support Program will be considered on a case-by-case basis in consultation with the Union. No progressive discipline will be referred to if issued prior to August 2022.

1.8 No Flight Attendant will be forced to accept deployment under this Letter of Understanding. In the event there is a shortage of Flight Attendants interested in the deployment, the Company and Union will have a joint discussion to determine a mutually agreed upon solution.

2. Deployment

2.1 The Company will supply the Union with a maintained record of all the applications submitted by the Flight Attendants and of the published award for that deployment. This will include reasons for Flight Attendants not being selected based on their seniority or final decision made by the company.

2.2 Deployment bids will be open to Flight Attendants on the Seniority list who hold a valid Canadian, Australian, New Zealand or UK Passport.

2.3 The Company will provide an opportunity for the Union to have visibility on the mutually agreed upon terms and conditions of any deployment application in advance of them being published. The Company and the Union together will review the terms and conditions at least five (5) business days (or as mutually agreed) before it is published.

2.4 The Letter of Intent shall cover, but not be limited to, the following terms and conditions:

- a) Available Bases;
- b) Requirements for work permits, residency permits, visas and associated details;
- c) Deployment dates (including estimated departure and return dates);
- d) Available terms of deployment;
- e) Accommodations;
- f) Available bidding options;
- g) Length of Deployment.

2.5 All other work and pay rules not otherwise stated in this Deployed Operations Letter of Understanding are as per the current Collective Agreement.

- a) All wages are to be paid in Canadian Dollars.
- b) The Minimum Monthly Guarantee as per Appendix B of the Current Collective Agreement will be maintained at 80 credit hours for all deployments.
- c) Cell Phone allowance as per Article 12.11 will continue to apply while on deployment.

2.6 Immediately prior to departing for Deployment each Flight Attendant will receive up to five (5) consecutive GDOs free from flying obligations. The five (5) consecutive GDOs are not in addition to the normal monthly GDO allotment.

2.7 Upon returning from Deployment, each Flight Attendant will receive up to seven (7) consecutive GDOs free from flying obligations before being scheduled for any flying duties. The seven (7) GDOs are not in addition to the normal monthly GDO allotment.

2.8 Below is the sequence of events to be followed when there is a Deployment application:

- a) The Company shall publish a Full-Term Deployment bid. There will be a minimum time period of five (5) calendar days between the time the bid opens and the deadline for submitting a bid to the Company.
- b) The Company shall publish the deployment award, with a copy provided to the Union before published to the Flight Attendants.

3. Bid Options

3.1 The Company may offer the following bid options:

- a) Full-Term Deployment to a Foreign Deployed Base.
- b) Short-Term Deployment to a Foreign Deployed Base

3.2 No other bid options will be permitted unless the Union and Company come to an alternative mutual agreement.

4. Accommodation

4.1 Deployed Operations where accommodation is provided:

- a) Accommodations will be provided by the Company. Selection of accommodations shall be made by the Company in consultation and concurrence with the Union. A selection committee will be established with a minimum of two (2) Union appointed representatives.

- b) Accommodation shall be located in a safe area, within walking distance of amenities (Grocery Stores, Pharmacies, and Public Transportation) and will meet all Canadian Health and Safety Standards.
- c) Where residence is a condominium or apartment building having more than one floor, Flight Attendants shall not be located below ground level;
- d) All Company assigned Accommodation shall be in coordination with the Union and the accommodation provider.
- e) Accommodations will be single occupancy where practicable or shared accommodation with separate, locking bedrooms for each crew member.
- f) Accommodations will have laundry on site at no cost to the Flight Attendant.
 - i) If Laundry facilities are not provided at the accommodation, Article 12.03 of the current Collective Agreement will be applied.
- g) Travel to and from the airport for work purposes will be organized and paid for by the Company.
- h) Accommodations will be fully furnished to include at minimum, fridge, stove, pots, pans, cutlery, dishes, queen size or larger bed, linens & a television.
- i) The minimum rest language as per Article 5.02.02 of the current Collective Agreement will apply to deployed Flight Attendants in their Accommodation.

5. Deployed Base Reduction

5.1 Should the need arise for a Base reduction then all Flight Attendant's stationed at that Base during the reduction shall bid whether to stay or return to their Permanent Base. The award will be in order of seniority and classification.

6. Short Term Deployment

6.1 Short Term Deployment shall be used to cover crewing shortages due to vacation, resignations, training, bereavement, government leave(s), injury or sickness of any Flight Attendants on Long or Short-Term Deployment.

7. Medical Coverage while Abroad

7.1 The Company shall provide each deployed Flight Attendant with adequate medical insurance that is always valid while abroad. Such insurance will cover all costs for emergency treatment, hospital stays, emergency transportation on repatriation costs, emergency dental costs, and required medical visits. Any costs not covered by insurance will be covered by the Company.

7.2 Sick Time as per Article 17 of the Collective Agreement will apply for Flight Attendants on deployment, further, if a Flight Attendant requires to seek medical assistance, the Company will reimburse all travel to accommodate this, from the accommodation point.

8. Travel Documents

8.1 The Company agrees to pay for all of the costs associated with all travel documentation required for all deployments. This includes work visas, vaccinations, passports, First Aid certifications, dangerous goods certifications (where required).

9. Allocation

9.1 The Flight Attendant will be paid \$2500 (AUD) in Per Diem amount per month. Pay will be prorated and begins from the time they depart to the deployed base until they return to their permanent base assignment.

9.2 Flight Attendants will have the ability to have Per Diem deposited into a separate bank account if desired.

10. Travel for Foreign Deployments

10.1 The Company will position all Flight Attendants to their deployed Bases at the start of the deployment and reposition them back to their permanent bases at the end of the deployment.

10.2 When being expatriated/repatriated via commercial means, the Company will use their best efforts to book the Flight Attendant on flights not to exceed more than one stop.

11. Guaranteed Days Off (GDOs)

11.1 All GDOs will be taken at the Flight Attendants respective Base of deployed operations.

12. Vacation

12.1 The company will accommodate vacation on Article 14 of the current Collective Agreement.

12.2 By accepting a deployment all crew members are committing to a limited amount of vacation time during the deployment.

13. Scheduling

13.1 Scheduling be awarded in order of seniority.

13.2 Scheduling will be built with lines of flying that will be available for bid.

13.3 Flight Attendants and Inflight Directors will hold blocks of scheduled flying and/or reserve blocks. The Company may choose to schedule mixed blocks as per Article 5.08 of the current Collective Agreement.

13.4 Inflight Directors may choose to drop down to Flight Attendant classification to be deployed. Upon returning to their Domestic Base, they will return to their previous position held without completing the upgrade process.

14. Acclimatization Upon Arrival

14.1 Crew Planning reserves the right to override a Flight Attendants bid to facilitate acclimatization for the purpose of deployment.

15. Training

15.1 All crew will receive area of operations training and will be credited in accordance with Article 5.01.02 of the current Collective Agreement.

15.2 If a Flight Attendant's training expires during their assigned term, they will be scheduled as follows:

- CRM, First Aid and Live Fire Training – prior to deployment.
- LMS/e-Learning Training – per routine procedures as ability to complete training is not impacted.
- Annual Training – onsite in the deployment base or in Canada, as suitable to the Company's training planning requirements.

16. One Crew Concept

16.1 In the event that the working conditions of this Letter of Understanding, or the equivalent are revised in any way for the Pilots for the benefit of the employee; those working conditions will be mirrored for the Flight Attendants.

17. Cancellation of Letter of Understanding

17.1 Both Parties reserve the right to cancel this Letter of Understanding with 30 days written notice.

Signed this 30th day of August 2023.

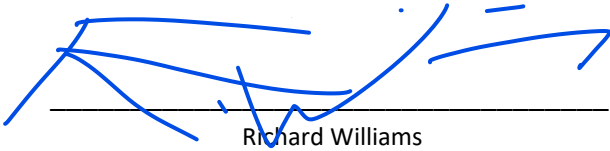
For the Company:



Duncan Pattillo

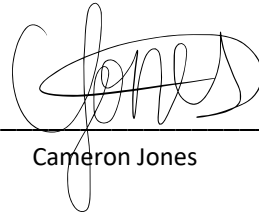


Matthew Kunz

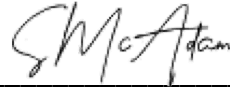


Richard Williams

For the Union:



Cameron Jones



Samantha McAdam



Debbie Gervais-Arbane