



**Negotiations 2015  
Westin Harbour Castle**

**Agreed to Language to be included in  
Memorandum of Agreement**

**October 19, 2015  
10:45pm**

**Job Security/Scope/Flow Through, Crew Complement and Introduction of New Aircraft**  
**(CUPE Proposals # 1,2,3, and 32)**

---

*Amend Article 1.02.03 to read as follows:*

- 1.02.03            Air Canada Mainline, mainline, Mainline, or the Company means Air Canada.
- Companies means Air Canada and Air Canada rouge as they are currently constituted or as they may be constituted in the future.

*Insert New Articles 1.02.19, 1.02.20, 1.02.21, and 1.02.21.01 to read as follows:*

- 1.02.19            **Air Canada Cabin Personnel** – refers to an employee who holds a Cabin Personnel position at Air Canada Mainline.
- 1.02.20            **Air Canada rouge Cabin Personnel** – refers to an employee who holds a Cabin Personnel position at Air Canada rouge.
- 1.02.21            A Master Cabin Personnel Seniority List will include both Air Canada Mainline-and Air Canada rouge Cabin Personnel. The combined Air Canada Mainline and Air Canada rouge seniority list will be constructed by merging the Air Canada rouge Cabin Personnel and the Air Canada Mainline seniority list based on the day each Cabin Personnel reported to initial training. In the case of more than one Cabin Crew Member having reported to initial training on the same day, seniority will be determined in accordance with current processes as set out in Article 16.02.
- 1.02.21.01        Separate Seniority Lists will also be maintained for Air Canada Mainline and Air Canada rouge Cabin Personnel.

*Replace Article 2 in its entirety so that it reads as follows:*

**ARTICLE 2 – UNION / SCOPE OF AGREEMENT**

**2.01                Recognition**

- 2.01.01            Union Recognition – The Company recognizes the Union as the sole bargaining agent for all Cabin Personnel employed by Air Canada and Air Canada rouge, as they are currently constituted or may be constituted in the future in accordance with the certification issued by the Canadian Industrial Relations Board to CUPE to represent all Cabin Personnel at Air Canada and under the provisions of the Canada Labour Code.
- 2.01.02            In the performance of their normal Cabin Personnel duties, Union officials and representatives shall not be subject to more severe discipline than other employees in the bargaining unit.

2.01.03 No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

**2.01.04 NON APPLICATION OF AGREEMENT** This Agreement does not apply to Air Canada or Air Canada rouge Cabin Personnel on initial induction training.

**2.02 SCOPE**

2.02.01 All present and future Cabin Personnel positions on all flights operated by Air Canada or Air Canada rouge carrying the Air Canada or Air Canada rouge IATA codes, operated by the Pilots on the Pilot Seniority list of Air Canada, will be occupied and operated by Air Canada or Air Canada rouge Cabin Personnel, as applicable, in accordance with the terms and conditions of this agreement, as it and the ancillary agreements to it apply to those operations, respectively.

Such flights operated by Air Canada or Air Canada rouge will include, without limitation: all revenue, non-revenue, scheduled, unscheduled, passenger, ferry, charter, scheduled charter, sports charter, and publicity flights.

2.02.02 The provisions of 2.02.01 do not apply to:

- i. Charity flights (non-revenue) crewed by Air Canada or Air Canada rouge Cabin Personnel on a voluntary basis (e.g. Dreams Take Flight).
- ii. Flights with no regulatory requirement for Cabin Personnel.
- iii. Wet leases, codesharing arrangements, and work undertaken by connector or alliance airlines whether or not under common control or direction of Air Canada or Air Canada rouge.

**2.03 DEFINITIONS**

The following definitions apply for the purpose of Article 2:

2.03.01 Affiliate means any entity incorporated in Canada or operating aircraft in Canada that controls the Company or that the Company controls and any Specialty Company.

**2.03.02 SPECIALTY COMPANIES**

A specialty company is any entity created by the Company dedicated to passenger air carrier operations within a narrower segment of the travel market than that in which Air Canada Mainline operates, such as leisure market, low cost carrier or charter operations, including but not limited to Air Canada rouge.

2.03.03 In the event another carrier is created as was the case when Air Canada rouge was created, the Companies agree they will recognize the Union as the sole bargaining agent for all Cabin Personnel who may be employed by any future Canadian-based passenger air carrier created by either of the Companies and

which is branded in the Air Canada family and operates carrying an Air Canada IATA code.

2.03.03.01 However, this recognition will not expand the scope set out in Article 2.02 and there will be no such recognition of the Union if the carrier is:

- (i) a joint venture in which either of the Companies is a party;
- (ii) a party to a Code Share arrangement with either or both of the Companies; or
- (iii) one which provides regional services to either or both of the Companies.

2.03.03.02 The terms and conditions of employment at such a future carrier will be determined through further negotiations at the time of its creation and those negotiations will be conducted with an understanding that the agreement to be reached must respect the fundamental objectives of the carrier and account for the need for it to be competitive in the market segment in which it intends to operate.

**2.03.04 Joint Venture**

2.03.04.01 A Joint Venture means a commercial agreement between airlines which extends commercial integration and the sharing of commercial benefits beyond traditional interline, Code Share and/or alliance relationships and where resources are coordinated with the objective that the sum of the Joint Venture partners' performance will be greater than the individual airlines' performance. This includes joint sales and marketing activities, the coordination of capacity planning and scheduling, the sharing of passenger revenues and other marketing and corporate initiatives, with the aim of achieving flight operations metal neutrality (as defined in the Joint Venture).

**2.04 SPECIALTY COMPANY: AIR CANADA ROUGE**

2.04.01 The mandate of Air Canada rouge will be limited to the market segment seeking low cost air travel. Air Canada rouge is not intended to replace Air Canada Mainline routes Air Canada considers financially viable. Air Canada rouge's success and viability depend on the parties' ability to fulfill this mandate on a competitive basis. Aircraft assigned to Air Canada rouge will be configured in an all economy and/or premium seat basis.

**2.04.02 Air Canada rouge Premium Seats**

2.04.02.01 Air Canada rouge premium seats will not be a lie flat seat or an individual pod. The forward cabin of Air Canada rouge wide body aircraft will not include premium seats that are wider, of greater pitch, or which recline further than those in the Air Canada Premium Economy cabin on mainline wide body aircraft. The forward cabin of Air Canada rouge narrow body aircraft will not include premium seats that are wider, of greater pitch, or which recline further than those in the Air Canada Business Class cabin on Mainline narrow body aircraft.

**2.04.02.02 Air Canada Rouge Forward Cabin Service**

- On North American and Overseas Routes the forward cabin of Air Canada rouge will not offer a more enhanced onboard service than the Air Canada Mainline International Premium Economy onboard service.
- 2.04.03 Air Canada rouge will be permitted to place its IATA designator Code on Air Canada Mainline.
- 2.04.04 Air Canada rouge will be permitted to carry the AC or ACA Code or any other IATA designator code for Air Canada or any of its Code Share Partners.
- 2.04.05 Air Canada rouge may operate a maximum of 50 aircraft as follows:
- 2.04.05.01 At any time, 25-30 A319s, except for 10 which may be A320s and/or A321s. Once Air Canada Mainline operates a combined minimum of 62 B777s and B787s, the aforementioned 25-30 A319s/A320s/A321s may be replaced by narrowbody aircraft of any make/type/model except B757.
- 2.04.05.02 20-25 B767s, all of which may be transferred from the 30 B-767 Air Canada Mainline fleet as at November 2010 but must be replaced by equivalent or larger aircraft. Alternatively, Air Canada rouge may obtain B767-300ERs from outside Air Canada Mainline so long as they are incremental to 56 Wide body aircraft in the consolidated Air Canada Mainline and Air Canada rouge Wide body fleet, such that if a B767 is removed from Air Canada Mainline, it must be replaced by an equivalent or larger aircraft.
- Once Air Canada Mainline operates a combined minimum of 62 B777s and B787s, the aforementioned 20-25 Wide body aircraft at Air Canada rouge may be made up of the following aircraft: B787, B767, A330.
- 2.04.06 As of June 30, 2018, the total number of premium economy seats on any Air Canada rouge aircraft will not exceed the number of business class seats on the equivalent Air Canada Mainline aircraft.
- 2.04.07 Air Canada must get the Union's consent to increase the total number of aircraft operated at Air Canada rouge beyond fifty (50) during the term of the Collective Agreement. Consent will not be unreasonably withheld provided that Air Canada Mainline Cabin Personnel are not negatively affected.

*Replace Article 16 in its entirety so that it reads as follows:*

- NOTE:** Where Article 16 is at variance with Letter of Understanding 1 - In-Charge - Filling of Vacancies the provisions of that letter will apply.
- 16.01 Cabin Personnel seniority shall begin to accrue with the date of initial assignment to line duty as a permanent employee.

16.01.01 All employees hired on March 4, 1994 or later will begin to accrue seniority from the date of report to initial training.

**NOTE:** Permanent employees transferring from other branches within Air Canada or Air Canada rouge, into the scope of this Agreement shall begin to accrue Cabin Personnel seniority with the date of report to initial training ahead of those employees on the same course covered by the provisions of Article 16.01.01.

16.01.02 All Cabin Personnel hired on the date of ratification of this memorandum or later will begin to accrue seniority from the date of hire into the In-Flight Service Branch.

16.02 Upon graduation from a training class, the order of seniority shall be determined by lot. If there are simultaneous training classes at both Air Canada Mainline and Air Canada rouge the determination of seniority on the Master Cabin Personnel Seniority list will be made by lot of the combined membership of the two graduating training classes.

**NOTE:** Employees from other branches within Air Canada or Air Canada rouge who are hired as permanent Flight Attendants within Air Canada or Air Canada rouge will be placed in seniority order ahead of new hires in accordance with their company Service Date.

16.03 An employee who resigns, retires, is dispensed with during his/her probationary period or is discharged from the service of Air Canada or Air Canada rouge and who is not reinstated under the terms of the Agreement shall forfeit his/her seniority rights and his/her name shall be removed from the seniority list.

16.04 An employee reclassified to a position not covered by this Agreement shall retain and accrue seniority for a period of twelve (12) months. At the termination of this period, his/her name shall be removed from the seniority list.

**NOTE 1:** All employees holding seniority as of December 31, 1980, and who are in a position not covered by this Agreement, will continue to accrue seniority up to and including June 30, 1981. From that day on they will cease to accrue seniority but will maintain all previously accrued seniority.

**NOTE 2:** All employees holding but not accruing seniority as of December 31, 1980 and who are in a position not covered by this Agreement, will continue to hold their seniority.

**NOTE 3:** If an employee returns to the scope of this Agreement from a position outside the scope of this Agreement where seniority was

accrued and maintained, his/her name shall be removed from the seniority list if s/he subsequently again transfers outside the scope of this Agreement.

- 16.05 Where due to incapacity resulting from sickness or injury an employee is transferred outside the scope of this Agreement or is on leave of absence, s/he shall maintain and accrue seniority for three (3) years. At the termination of this period his/her name shall be removed from the seniority list. This period may be extended by mutual agreement between the Union and applicable company.
- 16.06 **REINSTATEMENT:** An employee who has maintained and/or accrued Cabin Personnel seniority under the provisions of Article 16 may be reinstated to his/her former classification at the Base from which s/he was promoted. However, following a period of three (3) years at another Base, s/he may be reinstated, within his/her former classification, at that Base.
- 16.07 **RETURN TO LINE DUTY:** An employee shall be returned to line duty after his/her reinstatement provided s/he has been declared fit for flight duty by the relevant Medical Department and is qualified in every respect.
- 16.08 **SENIORITY LISTS**
- 16.08.01 A Master Cabin Personnel Seniority List will be maintained for Air Canada Cabin Personnel and Air Canada rouge Cabin Personnel.
- 16.08.02 Separate Seniority Lists will be maintained for Air Canada and Air Canada Rouge cabin personnel.
- 16.08.03 The Master Cabin Personnel Seniority List will be used for the purposes of flow through and determining the employees who will be affected by a layoffs.
- 16.08.04 Prior to February 1st in any year, Air Canada and Air Canada rouge shall post, at each Air Canada Mainline Cabin Personnel Base and at each Air Canada rouge Base, a copy of the Flight Attendant and In-Charge seniority lists applicable to Air Canada and Air Canada rouge indicating the respective seniority of each employee within his/her classification as of January 1st in that year, as well as a copy of the Master Cabin Personnel Seniority List.
- 16.08.05 Prior to March 1st in that year, an employee may protest, in writing, to Air Canada or Air Canada rouge (as applicable) any error or omission affecting his/her seniority.
- 16.08.06 Prior to April 1st, the revised lists indicating any changes resulting from any protest found valid shall be posted.

- 16.08.07 Prior to May 1st, any employee whose seniority was affected by any change made to the initial seniority list may protest, in writing, to the Air Canada or Air Canada rouge (as applicable) with a copy to the Component President of the Union.
- 16.08.08 Prior to June 1st, the final seniority lists, which will be conclusive of Cabin Personnel seniority as of January 1st in that year shall be posted.
- 16.09 **SENIORITY - TEMPORARY EMPLOYEE**
- 16.09.01 A temporary employee's seniority shall be drawn from the same lot as permanent employees and will be placed on the same employee seniority list. All temporary employees will be identified on this list with a "T" after their seniority number. Should a temporary employee become permanent, the "T" will be removed from the list.
- 16.09.02 Temporary seniority shall be effective for bidding purposes only.
- 16.09.03 A Temporary employee may be permitted to do a mutual base transfer with another temporary employee within the same company provided the duration of their assignments and their language qualifications are the same.
- 16.09.04 If a Temporary employee's assignment was completed and the employee is rehired within thirty-three (33) days of the completion of that assignment, the employee's original seniority will be reinstated and will be deemed continuous for the period from the assignment completion date to the rehire date.



*Replace Article 17 in its entirety so that it reads as follows:*

- 17.01 Seniority shall govern all Cabin Personnel in the reduction of forces and recall from layoff under this Article.
- 17.02 Reduction in forces where vacancy exists within the same company:**
- 17.02.01 When there is a reduction in forces at an Air Canada Mainline base or at an Air Canada rouge base, the junior employee at the base shall be declared surplus to requirements. If at the time there exists a vacancy at some other Air Canada Mainline base or Air Canada rouge base, as the case may be, s/he shall be transferred to the vacancy with all reasonable moving expenses being assumed by the applicable company.
- 17.03 No Forced Transfers Between Companies**
- 17.03.01 No Air Canada Mainline Cabin Personnel will be required to accept any assignment to Air Canada rouge, and no Air Canada rouge Cabin Personnel will be required to accept any assignment to Air Canada Mainline.
- 17.04 Reduction at Air Canada Mainline where vacancy exists at Air Canada rouge**
- 17.04.01 If there is a reduction at an Air Canada Mainline base and the only vacancy is at an Air Canada rouge base, surplus Air Canada Cabin Personnel may transfer to the vacancy.
- 17.04.02 Transferred Cabin Personnel will be subject to the provisions of the rouge LOU XX, except that they will be protected at their Air Canada Mainline wage rate with Air Canada Mainline benefits.
- 17.04.03 Should the transferred Cabin Personnel remain at Air Canada rouge long enough to attain a higher wage rate, wage progression will be in accordance with the Air Canada rouge grid.
- 17.04.04 When recalled to the point of layoff, transferred Air Canada Cabin Personnel must return to Air Canada Mainline, and will do so with their full Air Canada Mainline Collective Agreement rights.
- 17.04.05 Upon return to Air Canada Mainline, the transferred Cabin Personnel will be assigned to their appropriate pay scale that corresponds to their total years of service accumulated at both Air Canada rouge and Air Canada Mainline.
- 17.04.06 If recall is to a different Air Canada Mainline base, a transferred Cabin Crew Member may decline the transfer, however s/he will forfeit the Air Canada Mainline wage and benefits. S/he will be placed on the Air Canada rouge wage grid in accordance with his/her combined years of service from both Air Canada Mainline and Air Canada rouge and will be entitled to Air Canada rouge benefits in accordance with the provisions of the Air Canada rouge benefit plan.

**17.05 Reduction at Air Canada rouge where vacancy exists at Air Canada Mainline**

- 17.05.01 If there is a reduction at an Air Canada rouge base and the only vacancy is at an Air Canada Mainline base, surplus Air Canada rouge Cabin Personnel may transfer to the vacancy.
- 17.05.02 Transferred employees will be placed in the Air Canada Mainline pay scale at a step that is no less than the hourly rate that they earned at Air Canada rouge. However, transferring Cabin Personnel will remain at this wage rate until they accumulate the years of service at Air Canada Mainline to progress to the next step on the Air Canada Mainline wage scale.
- 17.05.03 Transferred Cabin Personnel will be subject to all provisions in the Air Canada Mainline Collective Agreement, with the exception of the provisions relating to benefits. Transferred Cabin Personnel will be entitled to Air Canada rouge benefits in accordance with the Air Canada rouge benefit plan.
- 17.05.04 When recalled to the point of layoff, Air Canada rouge Cabin Personnel must return to Air Canada rouge, and will do so with their full Air Canada rouge LOU XX rights.
- 17.05.05 Upon return to Air Canada rouge, transferred Air Canada rouge Cabin Personnel will be assigned to the Air Canada rouge pay rate that corresponds to the total years of service accumulated at both Air Canada rouge and Air Canada Mainline.
- 17.05.06 If recall is to a different Air Canada rouge base, transferred Cabin Personnel may decline the transfer and remain at their wage rate until they accumulate the years of service at Air Canada Mainline to progress to the next step on the Air Canada Mainline wage scale and will continue to be entitled to their benefits from Air Canada rouge in accordance with the Air Canada rouge benefit plan.

**17.06 Reduction at Air Canada Mainline where no vacancy exists**

- 17.06.01 If the layoff is at an Air Canada Mainline base and no vacancy exists at the time an employee is declared surplus to requirement, s/he shall be placed on laid-off status at that base and may replace the most junior employee at another Air Canada Mainline base.
- 17.06.02 If the most junior employee at the Air Canada Mainline base does not have sufficient seniority to replace any other employee at an Air Canada Mainline base s/he may replace the most junior employee at Air Canada rouge, provided s/he has more seniority than the Air Canada rouge employee.
- 17.06.03 An employee who transfers from an Air Canada Mainline base and replaces an employee at an Air Canada rouge base will be subject to the provisions of the rouge LOU XX, with the exception of the provisions on benefits, and will be placed on the Air Canada rouge wage grid in accordance with their years of service at Air

Canada Mainline. Should the transferred Cabin Personnel remain at Air Canada rouge long enough to attain a higher wage rate, wage progression will be in accordance with the Air Canada rouge wage grid.

- 17.06.04 When recalled to the point of layoff, Air Canada Mainline Cabin Personnel must return to Air Canada Mainline, and will do so with their full Air Canada Mainline Collective Agreement rights.
- 17.06.05 Upon return to Air Canada Mainline, Air Canada Mainline Cabin Personnel will be assigned to the Air Canada Mainline wage grid that corresponds to the total years of service accumulated at both Air Canada rouge and Air Canada Mainline.
- 17.06.06 If recall is to a different Air Canada Mainline base the Cabin Personnel may decline the transfer, however s/he will forfeit the Air Canada Mainline wage and benefits. S/he will be placed on the rouge wage grid in accordance with his/her combined years of service from both Air Canada Mainline and Air Canada rouge, and will be entitled to receive benefits from Air Canada rouge in accordance with the Air Canada rouge benefit plan. Should the Cabin Personnel remain at Air Canada rouge long enough to attain a higher wage rate, wage progression will be in accordance with the Air Canada rouge wage grid.

**17.07 Reduction at Air Canada rouge where no vacancy exists**

- 17.07.01 If the layoff is at an Air Canada rouge base and no vacancy exists at the time an employee is declared surplus to requirement, s/he shall be placed on laid-off status at that base and may replace the most junior employee at another Air Canada rouge base.
- 17.07.02 If the most junior employee at the Air Canada rouge base does not have sufficient seniority to replace any other employee at an Air Canada rouge base s/he may replace the most junior employee at Air Canada Mainline provided s/he has more seniority than the Air Canada Mainline employee.
- 17.07.03 An employee who transfers from an Air Canada rouge base and replaces an employee at an Air Canada Mainline base will be placed in the Air Canada Mainline pay scale at a step that is no less than the hourly rate that they earned at Air Canada rouge. However, transferring Cabin Personnel will remain at this wage rate until they accumulate the years of service at Air Canada Mainline to progress to the next step on the Air Canada Mainline wage scale.
- 17.07.04 Transferring Cabin Personnel will be subject to all other provisions of the Air Canada Mainline Collective Agreement, with the exception of provisions relating to benefits. Transferring Cabin Personnel will continue to be entitled to benefits in accordance with the Air Canada rouge benefit plan.
- 17.07.05 When recalled to the point of layoff, Air Canada rouge Cabin Personnel must return to Air Canada rouge with their full Air Canada rouge LOU XX rights. Upon

return to Air Canada rouge, Air Canada rouge Cabin Personnel will be assigned to the Air Canada rouge pay rate that corresponds to the total years of service accumulated at both Air Canada rouge and Air Canada Mainline.

- 17.07.06 If recall is to a different Air Canada rouge base, transferred Cabin Personnel may decline the transfer and remain at their wage rate until they accumulate the years of service at Air Canada Mainline to progress to the next step on the Air Canada Mainline wage scale and will continue to be entitled to receive benefits from Air Canada rouge in accordance with applicable policies.

**17.08 Transportation**

- 17.08.01 All transfers resulting from a layoff shall be without expense to the Companies, except as provided in Articles 17.02 and 17.14, but space available transportation shall be provided in accordance with applicable company policies

**17.09 Uniforms/Luggage**

- 17.09.01 Employees who transfer from Air Canada Mainline to Air Canada rouge or vice-versa whether as a result of surplus or bumping shall receive the required luggage and Uniform components at no cost to the employee. However, Employees are expected to keep all uniforms and luggage in good condition for use in future transfers.

**17.10 Training**

- 17.10.01 The ability to transfer between Air Canada and Air Canada rouge or vice-versa, whether to fill a vacancy or to replace a more junior employee, is conditional upon Cabin Personnel successfully completing any required training.
- 17.10.02 Any training required will be made available and assigned in seniority order.
- 17.10.03 Transferring Cabin Personnel shall be paid credits for any training required as a result of the transfer at one half (1/2) of his/her current hourly rate of pay in accordance with the provisions of the Mainline Collective Agreement or the rouge LOUXX, as applicable to the originating company.
- 17.10.04 Training availability will be at discretion of the Companies, however, Cabin Personnel will remain active in the position they occupy with their pre-transfer company until such time as training is available. Should a Cabin Crew Member not successfully complete the required training, s/he will not be permitted to transfer and will instead be placed on, or returned to, lay-off status.

**17.11 Layoff Duration**

- 17.11.01 In order for an Air Canada Mainline employee to be permitted to transfer to, or replace a more junior Air Canada rouge employee at, an Air Canada rouge base,

the anticipated duration of the layoff at Air Canada Mainline must be greater than six (6) months.

17.11.02 In order for an Air Canada rouge employee to be permitted to transfer to, or replace a more junior Air Canada Mainline employee at, an Air Canada Mainline base, the anticipated duration of the layoff at Air Canada rouge must be greater than six (6) months.

17.11.03 If the actual layoff exceeds six (6) months, though anticipated to be less, surplus employee(s) will be permitted to transfer to a vacancy in accordance with 17.04.01 or 17.05.01 as applicable or replace a more junior employee at either Air Canada Mainline or Air Canada rouge in accordance with 17.06.01 or 17.07.01, as applicable.

**17.12 Employee Option**

17.12.01 Where an employee on laid-off status elects not to transfer under Article 17.04.01, 17.05.01, 17.06.01 or 17.07.01, s/he shall continue on laid-off status subject to the provisions of this Article.

**17.13 Notification**

17.13.01 Within seven (7) calendar days of the date of layoff notice, an employee must notify Air Canada or Air Canada rouge, as applicable, whether or not s/he intends to exercise rights under Article 17.04.01, 17.05.01, 17.06.01 or 17.07.01.

17.13.02 On receipt of notice under Article 17.12, Air Canada Mainline or Air Canada rouge, as applicable, shall give as much notice as practicable to the employee who is being displaced.

17.13.03 Laid-off employees exercising their rights under Articles 17.04.01, 17.05.01, 17.06.01 or 17.07.01 may be allowed a period, not to exceed thirty (30) calendar days from the effective date of layoff notice, in which to report for duty, but in no case earlier than the time required to give proper notice to the individual concerned. The reporting date will be specified in a letter to the employee concerned.

**17.14 Forced Transfer within the Same company**

17.14.01 In the event an employee is moved from his/her present base to another at the request or order of Air Canada Mainline or Air Canada rouge, as applicable, in accordance with 17.02.01 except in adjustment of surplus as referred to in Article 17.04.01, 17.05.01, 17.06.01 or 17.07.01, and a reduction of staff affects that employee at the new location within one (1) year of the date of transfer, s/he may exercise seniority in accordance with Article 17.04.01, 17.05.01, 17.06.01 or 17.07.01 Air Canada or Air Canada rouge, as applicable will pay reasonable moving expenses and provide space available transportation in accordance with company policies.

**17.15**            **Seniority/Service Accrual**

17.15.01        An employee who is laid off due to a reduction in forces and who is subsequently recalled shall accrue seniority and service during the period of layoff. Company service during layoff will not be applied for vacation, sick leave and step-on scale.

**17.16**            **Recall Notice**

17.16.01        The following will apply to employees for recall from layoff:

17.16.02        An employee on laid-off status shall be notified by the applicable company, of the first available assignment either at Air Canada Mainline or at Air Canada rouge to which his/her seniority entitles him. Failure to advise the applicable company within seven (7) calendar days of the registered postmark date of his/her desire to be considered for the assignment shall disqualify him for the assignment.

Recall notice shall be sent by registered mail to the last address filed with the company.

17.16.03        If the employee does not accept the assignment, but desires to be retained on the seniority list for notification of subsequent assignments, s/he must so advise Air Canada or Air Canada rouge, as applicable, in writing, within fourteen (14) calendar days from the date of registered postmark. Failure to reply within this time limit will result in his/her being removed from the seniority list and thereafter s/he shall be deemed to have resigned without notice.

17.16.04        If the employee is notified of a permanent assignment at the point of layoff, s/he must accept, and report for duty within fourteen (14) calendar days from the date notice was sent. An acceptance of permanent assignment at other than the point of layoff shall be optional for the individual concerned; however, should s/he accept, s/he shall report for duty within twenty-one (21) calendar days from the date of registered postmark. This time limit may be extended by Air Canada or Air Canada rouge, as applicable, under extenuating circumstances.

17.16.05        If the employee is offered a permanent assignment other than at the point of layoff and does not accept the assignment, but desires to be retained on the seniority list for notification of subsequent assignments, s/he must so advise Air Canada or Air Canada rouge, as applicable, in writing, within fourteen (14) calendar days from the date of registered postmark.

**17.17**            **Temporary Assignment**

17.17.01        An employee on laid-off status is notified of a temporary assignment, s/he shall be entitled to decline a recall to such temporary assignment. In the event that s/he does not accept, s/he will be entitled thereafter to recall notices for permanent assignments only. An employee on laid-off status who accepts a

temporary assignment will continue on laid-off status in relation to permanent assignments.

**17.18 Deemed Resignation**

- 17.18.01 An employee shall be considered to have resigned without notice for any of the following reasons:
- 17.18.02 Failure to accept a permanent assignment as a Flight Attendant at the point of layoff except where the permanent assignment is declined for the reasons outlined in 17.03.
- 17.18.03 Failure to report within fourteen (14) calendar days from the date of registered postmark in the event of acceptance of a permanent assignment at the point of layoff.
- 17.18.04 Failure to report within twenty-one (21) calendar days from the date of registered postmark in the event of acceptance of a permanent assignment at other than the point of layoff.
- 17.18.05 Reversal of a decision to accept a recall without the express written consent of Air Canada or Air Canada rouge, as applicable, which may only be granted in extenuating circumstances.

**17.19 Vacation & Sick Entitlements**

- 17.19.01 Cabin Personnel transferring under Article 17, shall be covered by the receiving company's sick leave and vacation provisions as outlined in the Mainline Collective Agreement or the Air Canada rouge LXX as applicable during the period in which they are transferred to the receiving company. However, where Cabin Personnel are transferring during the course of a calendar year or vacation year, as applicable, vacation and sick leave entitlements will be as follows.

**17.19.02 Sick leave entitlements will be as follows:**

- 17.19.02.01 A Cabin Crew Member transferring from Air Canada rouge to Air Canada Mainline will fall under Article 9 of the Mainline Collective Agreement. If the Cabin Crew Member transfers during a calendar year, s/he will receive one (1) day of sick leave for each full block month remaining in the year.
- 17.19.02.02 A Cabin Crew Member transferring from Air Canada Mainline to Air Canada rouge will fall under Article 11 of the Rouge LXX. If the Cabin Crew Member transfers during a calendar year s/he will receive four (4) hours of paid sick leave for each full block month remaining in the year.
- 17.19.03 Any time remaining in a Cabin Crew Member's sick bank at the time of transfer will remain unchanged unless and until that Cabin Crew Member returns. For

greater clarity, Cabin Personnel will not be entitled to use sick bank hours accumulated at their originating company during the period in which they are transferred to the Receiving Company.

**17.19.04      Vacation entitlement will be as follows:**

- 17.19.04.01      A Cabin Crew Member transferring from Air Canada rouge to Air Canada Mainline will receive a vacation entitlement under the provisions of Article 8 of the Air Canada Mainline Collective Agreement based on their completed years of continuous company service at Air Canada rouge prior to April 30<sup>th</sup> each year.
- 17.19.04.02      The vacation entitlement at Mainline will be reduced by the amount of vacation days utilized in that year while at Air Canada rouge.
- 17.19.04.03      A Cabin Crew Member transferring from Air Canada Mainline to Air Canada rouge will receive a vacation entitlement under the provisions of Article 10 of the Air Canada rouge LXX based on their completed years of continuous company service at Air Canada Mainline prior to April 30<sup>th</sup> each year.
- 17.19.04.04      The vacation entitlement at Air Canada rouge will be reduced by the amount of vacation days utilized in that year while at Air Canada Mainline.
- 17.19.05          Vacation credits paid while a Cabin Crew Member is at the Receiving Company will be paid at the Receiving Company's applicable rate. Vacation period(s) will be assigned upon transfer to the Receiving Company.

**17.20              Recall Rights**

- 17.20.01          Recall rights under Article 17 shall terminate five (5) years from the date of layoff.

**17.21              Extension of Time Limits**

- 17.21.01          Extension of the time limits specified in Article 17 shall be at the sole discretion of Air Canada or Air Canada rouge, as applicable.

*Introduce New Letter of Understanding #XX to read as follows:*

**New Letter Of Understanding LOU X –  
Air Canada rouge/Air Canada Mainline Flow Through**

- LX.01              Cabin Personnel at both Air Canada rouge and Air Canada Mainline have the ability to submit their names on a transfer list, after completing a minimum of two (2) years of service at either Air Canada rouge or Air Canada Mainline.
- LX.02              At least once per calendar year, at a date or date[s] to be determined by the Companies, the Companies will offer the ability for an employee at either Air Canada rouge or Air Canada Mainline to transfer, in order of seniority, to the other company if:



- i. There are vacancies at the other company;
- ii. There is another employee at the other company who has also submitted his/her name for the transfer list.

The Master Cabin Personnel Seniority List referenced in Article 16.08.01 shall govern the award.

- LX.02.01 The total number of transfers from Air Canada Mainline to Air Canada rouge pursuant to LX.02(i) and LX.02(ii) shall not exceed fifty (50) in any one offering.
- LX.03 The Companies will post the transfer lists referenced in L9.01 above.
- LX.04 The Companies shall action the transfers no later than six (6) months after the date[s] upon which the Companies offer Cabin Personnel the right to transfer.
- LX.05 Transferring employees will receive the required luggage and uniform components at no cost to the employee. However, employees are expected to keep any and all uniforms and luggage in good condition for the use in future transfers.
- LX.06 An employee can only transfer four (4) times in his/her career (i.e. two (2) moves to the other company and two (2) returns to the originating company). However, when an employee has transferred to the other company s/he will not be permitted to return to his/her originating company for a period of two (2) years. In addition, once an employee has returned to his/her originating company, an employee will not be permitted to request another transfer to the other company for a minimum of five (5) years. For greater clarity, an employee is not transferring within the meaning of this paragraph when exercising rights under Article 17, either in the case of a reduction of forces or a recall.
- LX.07 All provisions applicable to Cabin Personnel of the company to which the employee is transferring (the "Receiving Company") will apply to transferring employees upon the successful completion of training, except:
- i. Transferring employees will be entitled to use their position on the Master Cabin Personnel Seniority List for bidding purposes while at the Receiving Company,
  - ii. Air Canada rouge Cabin Personnel transferring to Air Canada Mainline will be placed on the Air Canada Mainline pay scale that would allow the employee to earn no less than what he\she was earning at Air Canada rouge. However, transferring employees will remain at their wage rate until they accumulate the years of service at Air Canada Mainline to progress to the next step on the Air Canada Mainline wage scale;

- iii. Air Canada Mainline Cabin Personnel transferring to Air Canada rouge will be placed on the Air Canada rouge pay scale in accordance with their years of service at Mainline; and
    - iv. The provisions relating to sick leave and vacation, which shall be applied in accordance with LX.11 below.
- LX.08 Transferring employees shall be paid credits for any training required as a result of the transfer at one half (1/2) of his/her current hourly rate of pay with the originating company.
- LX.09 Cabin Personnel must pass all required training and meet all qualifications, including language qualifications, for the position at the Receiving Company prior to the transfer. Should a Cabin Crew Member not successfully pass the required training s/he will be provided with a detailed report outlining his/her deficiencies, and will remain with his/her original company, and will be considered to have used two (2) of his/her four (4) transfer opportunities provided by Article LX.06
- LX.10 This LOU governs the voluntary flow through/transfer of Cabin Personnel between the Companies. Article 17 of the Collective Agreement does not apply to the subject matter for the present LOU.
- LX.11 Vacation & Sick Entitlements**
- LX.11.01 Cabin Personnel transferring under Article LX.02, shall be covered by the receiving company's sick leave and vacation provisions as outlined in the Air Canada Mainline Collective Agreement or the Air Canada rouge LXX as applicable. However, where Cabin Personnel are transferring during the course of a calendar year or vacation year, as applicable, vacation and sick leave entitlements will be pro-rated as follows.
- LX.11.02 Sick leave entitlements will be prorated as follows:**
- LX.11.02.01 A Cabin Crew Member transferring from Air Canada rouge to Air Canada Mainline will fall under Article 9 of the Air Canada Mainline Collective Agreement. If the Cabin Crew Member transfers during a calendar year, s/he will receive one (1) day of sick leave for each full block month remaining in the year.
- LX.11.02.02 A Cabin Crew Member transferring from Air Canada Mainline to Air Canada rouge will fall under Article 11 of the Rouge LXX. If the Cabin Crew Member transfers during a calendar year s/he will receive four (4) hours of paid sick leave for each full block month remaining in the year.
- LX.11.02.03 Any time remaining in a Cabin Crew Member's sick bank at the time of transfer will remain unchanged unless and until that Cabin Crew Member returns. For greater clarity, Cabin Personnel will not be entitled to use sick bank hours accumulated at their originating company during the period in which they are transferred to the Receiving Company.

- LX.11.03      Vacation entitlement will be as follows:**
- LX11.03.01      A Cabin Crew Member transferring from Air Canada rouge to Air Canada Mainline will receive a vacation entitlement under the provisions of Article 8 of the Air Canada Mainline Collective Agreement based on their completed years of continuous company service at rouge prior to April 30<sup>th</sup> each year.
- LX11.03.02      The vacation entitlement at Mainline will be reduced by the amount of vacation days utilized in that year while at Air Canada rouge.
- LX11.03.03      A Cabin Crew Member transferring from Air Canada Mainline to Air Canada rouge will receive a vacation entitlement under the provisions of Article 10 of the Air Canada rouge LXX based on their completed years of continuous company service at Air Canada Mainline prior to April 30<sup>th</sup> each year.
- LX11.03.04      The vacation entitlement at Air Canada rouge will be reduced by the amount of vacation days utilized in that year while at Air Canada Mainline.
- LX.11.04      Vacation credits paid while a Cabin Crew Member is at the Receiving Company will be paid at the Receiving Company's applicable rate. Vacation period(s) will be assigned upon transfer to the Receiving Company.
- LX.12      An Air Canada Mainline Service Director who transfers to Air Canada rouge will forfeit his/her seniority on the Air Canada Mainline Service Director list.

*Introduce a new Letter of Understanding to read as follows:*

**LOU XX – Employment Security**

- LXX.01.01      The present letter of understanding applies only to Air Canada Mainline Cabin Personnel **until the end of the Collective Agreement** and supersedes the provisions set out in Letter of Understanding 23.
- LXX.02      In order to provide employment security for the Air Canada Mainline Cabin Personnel, Air Canada Mainline agrees that for the life of this LOU, there shall be no layoff of any Air Canada Mainline Cabin Personnel at Air Canada Mainline as of the date of ratification of the Collective Agreement to replace the agreement which expired March 31, 2015.
- LXX.02.01      For greater clarity, at no time will Air Canada Mainline Cabin Personnel covered by Article LXX.02 be required or forced to transfer to Air Canada rouge.
- LXX.02.02      Air Canada Mainline Cabin Personnel who are, as of the date of ratification of this Collective Agreement, on an approved leave of absence or medical leave of absence (WIP, LTD or Workers Compensation) also benefit from the protection of LXX.02.

LXX.02.03 There shall be no Air Canada Mainline base closures during the life of this LOU.

**LXX.03 BLOCK HOUR GUARANTEE**

LXX.03.01 A minimum total of Cabin Personnel block hours at Air Canada Mainline are guaranteed every calendar year. The following table shows the stated guaranteed amount of block hours by year:

**NOTE:** For the purpose of the calculation of the overseas block hour guarantee only, Hawaii and Caribbean flying hours will not be included. For further clarity, Article 1.02.08 – Overseas Operation is not affected by the calculation of the block hour guarantee.

In Thousands	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total Yearly Cabin crew hours</b>	3,900	4,000	4,100	4,200	4,300	4,300	4,300	4,300	4,300
<b>Total Yearly Overseas Cabin crew hours</b>	2,375	2,600	2,750	2,900	3,000	3,000	3,000	3,000	3,000

LXX.03.02 Within the block hours guaranteed by LXX.03.01, a minimum annual total Cabin Personnel overseas block hours at Air Canada Mainline are guaranteed by base, with the balance of the guaranteed block hours being allocated at Air Canada's discretion. The following table shows the stated guaranteed amount of block hours by year by base and at Air Canada's discretion:

Total Overseas Flying By Base	YUL	YYZ	YYC	YVR	Block Hours to Be Allocated at Air Canada's Discretion	Total
<b>2016</b>	214,755	1,409,319	115,843	600,137	34,946	2,375,000
<b>2017</b>	227,816	1,465,569	115,843	634,313	156,459	2,600,000
<b>2018</b>	239,066	1,503,069	115,843	660,563	231,459	2,750,000
<b>2019</b>	250,316	1,540,569	115,843	686,813	306,459	2,900,000
<b>2020</b>	257,816	1,565,569	115,843	704,313	356,459	3,000,000
<b>2021</b>	257,816	1,565,569	115,843	704,313	356,459	3,000,000

<b>2022</b>	257,816	1,565,569	115,843	704,313	356,459	3,000,000
<b>2023</b>	257,816	1,565,569	115,843	704,313	356,459	3,000,000
<b>2024</b>	257,816	1,565,569	115,843	704,313	356,459	3,000,000

LXX.03.03 It is understood that CUPE requires certain information in order to ensure that the above block hours guarantees are met. Air Canada Mainline will provide the Air Canada Component President of CUPE with quarterly block hours reports (to be provided no later than: April 30, July 31, October 31 and January 31) broken down by base, by month, and by overseas flying.

LXX.03.04 In the event that the block hour guarantees in LXX.03.01 are not met in any given year, other than by reason of Force Majeure Air Canada Mainline will be required to pay, by March 1, \$5,000,000, to be divided amongst the Air Canada Mainline Cabin Personnel that were active for at least one (1) month during the year that the target was not met. For Cabin Personnel who were not active for the entire calendar year during which the target was not met, their portion shall be pro-rated based on the length of their service as a portion of that year.

LXX.03.05 In the event that the block hour guarantees in LXX.03.02 are not met in any given year, other than by reason of Force Majeure Air Canada Mainline will be required to pay \$750.00 to each Air Canada Cabin Crew Member at the affected base who was active for at least one (1) month during the year in which the target was not met. For Air Canada Mainline Cabin Personnel who were not active for the entire calendar year during which the target was not met, the \$750.00 shall be pro-rated based on the length of their service as a portion of that year. The penalty will be paid by March 1.

**LXX.04 CREW COMPLEMENT**

LXX.04.01 The minimum scheduled crew complement on all wide-body flights shall be no less than one Cabin Crew member per forty passenger seats.

In the case of overseas wide-body flights with a maximum duty period of 14 hours, the minimum scheduled widebody aircraft basic crew complement shall be no less than one Cabin Crew member per forty passenger seats based on a 1:40 passenger seat ratio and, there will be a sufficient number of Cabin Personnel for one to be assigned to each door of the aircraft.

LXX.04.01.01 All open flights, including positions being blocked on a 1:40 passenger seat ratio on wide body aircraft, will be awarded through the award sequence, up to and including draft.

LXX.04.02 The crew complement on Overseas wide-body operations that fall within B5, B14, LOU 18, LOU 22A and LOU22B operations shall be as follows:

Aircraft Type	Overseas Flying B5 1 Crew Member: 40 Passenger Ratio (All doors Covered)	B14	LOU 18	LOU 22A	LOU 22B
<b>767</b>	6	7	X	X	X
<b>330</b>	8	X	X	X	X
<b>787-8</b>	8	8	8	9	9
<b>787-9</b>	8	9	9	10	10
<b>777-2</b>	8	9	10	11	12
<b>777-3</b>	10	11	12	13	13
<b>777P</b>	12	13	13	15	16

- LXX.04.02.01 The crew complement set out in LXX.04.02 above supersedes the crew complement requirements set out in B14, LOU 18, LOU 22A, LOU 22B, or LOU 46.
- LXX.04.02.02 Of the total blocked crew on B14, LOU 18, LOU 22A and LOU 22B, two positions shall be In-Charge positions.
- LXX.04.03 In the event that new wide-body aircraft types are introduced during the term of this LOU, negotiations shall be opened to resolve the issues set out in Article 23.03.01. Furthermore the parties agree to negotiate the crew complement for such equipment on long range flights. In the event that the parties are unable to resolve any of these issues, the matter will be referred to interest arbitration with an arbitrator mutually selected by the parties.
- LXX.04.04 In the event that any flights legs operating in accordance with B14, LOU 18, LOU 22A and LOU 22B operates short of the crew complement outlined in LXX.04.02 from a crew base, there shall be a 50% premium paid on his/her regular rate of pay for each operating crew member for the affected flight leg(s).
- LXX.04.04.01 No premium will be paid pursuant to LX.04.04 where any of the following occurs:
- i. A change of equipment resulting in Air Canada Mainline not being able to position a Crew Member at a non-crew base;
  - ii. A mid-cycle book off at a Non-Crew Base; or
  - iii. A Cabin Crew Member no-shows for a flight at report time.
- LXX.04.04.02 When no premium is paid pursuant to LXX.04.04.01, a Short Crewing Report will be provided to the Union.

LXX.04.05 The designation of a pairing (B14, LOU 18, LOU22A and LOU 22B) shall be based on the duration of the longest leg within that pairing.

LXX.04.06 An additional thirty (30) minutes of on board crew rest will be applied to LOU 18, LOU 22A and LOU 22B flights.

LXX.04.07 The crew complement on the E190 will be three (3) crew members on any flight leg of less than two (2) hours on which a hot meal is served.

**LXX.05 EMPLOYMENT SECURITY**

LXX.05.01 Prior to a reduction in forces which results in layoffs, Air Canada shall notify the Union well in advance of this action being taken in order to enable the parties to discuss ways of avoiding a layoff or minimizing the adverse effects of a layoff. To this end, the parties will attempt to determine appropriate alternatives, which could be available to employees affected.

LXX.05.02 Should a reduction in forces trigger Division IX of Part III of the *Canada Labour Code*, the parties will apply the provisions of that Division.

LXX.05.03 In the event that a reduction in forces occurs to which the requirements of Division IX of the *Canada Labour Code* do not apply, Air Canada agrees to mitigate any reduction in forces by offering mitigation options in the following order:

LXX.05.03.01 A travel card program with a C-3 priority for any cabin personnel with more than 15 years of service who wishes to resign. Air Canada Mainline will communicate to the Union the company's policy governing this.

LXX.05.03.02 Leaves of absences up to the number required to mitigate layoffs to cabin personnel in order of seniority. The terms of the special leaves of absences will continue to apply to such leaves.

LXX.05.03.03 If there are insufficient mitigations, the following programs will be offered and awarded on the basis of seniority:

- Mini-blocks to cabin personnel;
- The opportunity to utilize accrued vacation to cabin personnel;

LXX.05.03.04 Any other mitigation agreed to by the parties at the time a surplus is identified.

**LXX.06 FORCE MAJEURE**

LXX.06.01 The provisions of LXX.02 and LXX.03 do not apply in the case of Force Majeure. The provisions of LXX.02 and LXX.03 will be suspended for the period of time during which the effects of the Force Majeure have an impact, such that the targets will be adjusted proportionately to reflect the period during which they have been suspended.

- LXX.06.02 Force Majeure means, by way of example only and without limitation, events of the nature and scale which have a significant deleterious impact on the operation or finances of the Company, or, for the purposes of the guarantees set out in LXX.03.02, on the operations or financial performance of any of its bases or the market demand for its services, on the whole, or, for the purposes of the guarantees set out in LXX.03.02, at any of its bases, including: an Act of God, a strike or other labour disruption, legal or illegal, by employees employed by Air Canada or a CPA Carrier, a national emergency, the involuntary revocation of the Company's operating certificate, a grounding of a number of the Company's aircraft, a reduction in the Company's operations resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands, the unavailability of aircraft scheduled for delivery, a severe downturn in the economy, which would include two consecutive quarters of decline in Canada's GDP, the outbreak of war, a pandemic, a terrorist attack, or dramatic increases in the price of jet fuel, which would include an unexpected 30% year over year increase in the price.
- LXX.06.02 For clarity, Force Majeure does not include the price of fuel, except as described above, or other supplies, the price of aircraft, a downturn in the economy short of severe, the financial state of the Company, or the relative profitability or unprofitability of the Company's then-current operations, unless any of these circumstances is related to a Force Majeure event as defined herein.



**Flight Time Credits (CUPE Proposal # 6)**

---

*Insert New Article 6.03.01 to read as follows:*

- 6.03.01       Where there is a departure (aircraft wheels roll) and the aircraft returns to the gate and subsequently the crew elects to book crew rest due to a flight delay, the crew will be credited with the greater of the scheduled or actual flight time credit for the flight leg or the minimum duty period guarantee of four (4) hours.

*Amend Article 6.03.02 to read as follows:*

- 6.03.02       **Duty Period Guarantee** – For each duty period, an employee shall receive a credit for pay and flight time limitations of no less than the greater of:
- a. A minimum of four (4) hours; or
  - b. The greater of the scheduled or actual total duty period minus four (4) hours.

*Amend Article 6.03.03 to read as follows:*

- 6.03.03       **Trip Hour Guarantee** - An employee on a legal layover away from home base shall receive a trip hour guarantee based on the greater of scheduled or actual, calculated from either the actual commencement of the initial duty period at home to the actual termination of the last duty period at home base prior to a legal rest period, or calculated from the scheduled commencement of the initial duty period at home base to the scheduled termination of the last duty period at home base prior to a legal rest period.

**Crew Meals Domestic/Transborder (CUPE Proposal # 7)**

---

*Amend Article 7.02 and insert new Article 7.02.01.01 to read as follows:*

- 7.02**            **MEAL ALLOWANCES** - Meals will be provided or meal allowances paid only where an employee is on duty or on a legal layover during an entire recognized meal period. No meal or meal allowance will be provided for scheduled flight departures from Home Base and scheduled flight arrivals at Home Base during recognized meal periods when originating or terminating a duty period at Home Base. No meals or meal allowances will be provided outside the recognized meal periods.
- NOTE 1:** Air Canada shall implement an electronic means to allow Cabin Personnel to view onboard crew meals and layover meal expenses, however, such means may not provide real time information but shall be kept reasonably up to date.
- NOTE 2:** Effective the first block month following ratification of the Collective Agreement following the Collective Agreement that expired on March 31, 2015, for Domestic duty day, the Canada / United States meal allowances will be paid in lieu of providing boarded meals where meals would normally have been provided on flights, and in accordance with Article 7.02.02.
- Snacks (2300-0100) will continue to be provided on board and will not be paid.
- 7.02.01.01**    Power Packs (PP) will continue to be boarded for sustenance but will not replace any paid meal (B, L, D).

**Galley Position (CUPE Proposal # 8)**

---

*Insert New Article B4.02.01.01 to read as follows:*

B4.02.01.01

The "Y" (economy) class galley shall be a bid position on all 777HD. For bidding and awarding purposes, the bid position shall be posted as "GP-Y" for economy and GP-J for Business Class.

**Interruption to Crew Rest (CUPE Proposal # 10)**

---

*Insert New Note 2 to Article B5.04.05 to read as follows:*

**B5.04.05** General: An employee shall not be contacted for any reason during the first ten (10) hours in the case of a Regular Blockholder and twelve (12) hours in the case of a Reserve Blockholder.

**NOTE 1:** Any assignment made in violation of the no contact period outlined in B.5.04.05 will not stand.

**NOTE 2:** If a reserve blockholder's crew rest is violated at home base, his/her crew rest will, at the Reserve Blockholder's request, recommence at the time of contact.

*Amend Note I in Article B5.05.01 to read as follows:*

**B5.05.01** **Legal Rest Periods:** A layover rest period to be legal must be of the following minimum duration:

- Sleeping accommodation at/near airport 10 Hours
- Sleeping accommodation away from airport 10 Hours
- Return from overseas flight to continental North American layover points 12 Hours
- Canada – London (Eng.) turnaround 12 hours

**NOTE I:** The Company shall not directly contact Cabin Personnel during their minimum legal rest period or prior to two and one half (2:30) hours before flight departure. (Except LHR which will be prior to three (3) hours before flight departure). During the minimum legal rest period, the Company shall leave a silent message in the Cabin Crew Member's room advising him/her of any changes to his/her schedule.

**NOTE II:** The legal rest period will in all instances commence fifteen (15) minutes after arrival of the last flight prior to the rest period or fifteen (15) minutes after release from duty whichever is applicable.

### **Reassignment (CUPE Proposal # 12)**

---

*Insert New Article B6.03.01.07 to read as follows:*

**B6.03.01.07**

**Option to opt out at home base:** At home base, prior to the start of a pairing or when transiting home base, an employee may request, through the Crew Resource Centre, to opt out of reassignment for the entire reassignment period.

A request may be granted or denied by the Crew Resource Centre. If granted, there will be no pay protection and the employee will only be paid for flights operated.

A request will not be granted if being released from reassignment would result in the employee being below his or her applicable MMG.

**All Night Flights (CUPE Proposal # 13)**

---

*Insert new Article B2.10 to read as follows:*

B2.10            A duty period which contains a flight leg which is scheduled to depart between 21:00 and 02:00 local time, will not contain more than two (2) flight legs. This shall apply to both reserve and regular blockholders. The Company will endeavor to secure an appropriate rest area at all Canadian stations for any pairing that falls within the above parameters.

Note:    For blocking purposes, the PBS committee will identify any pairing that falls within the above description and will work with the Company to rework these pairings.

**Crew Breaks (CUPE Proposal # 14)**

---

*Amend LOU 28.01 to read as follows:*

L28.01           Due to the special nature of the Port of Spain overnight turnaround pairing, the Company agrees that Cabin Personnel operating this pairing may sleep in the last sold seats, as defined in LOU 27, if they are available. The use of these seats to sleep shall not interfere, in any way with cabin service.

**Note:** This clause shall apply to any flight leg scheduled or re-forecast, on the day of departure, to exceed eight (8) hours from gate to gate. Crew will be permitted to sleep during their crew break in accordance with Company policy, as published in ePub. Where crew rest units are available on the aircraft type, crew sleep shall only be permitted in the crew rest unit, and each crew member shall receive a crew bunk kit which includes: two clean sheets, two clean pillow cases, two clean blankets, and one pillow per cabin crew member (boarded separately) however, the crew rest unit provisions of Article B14 and letters of Understanding 18, 22 and 31 shall not apply. Where crew rest units are not available, crew sleep shall be permitted in a Last Sold Seat in the upright position or reclined position only. For greater clarity, no sleeping in the prone position shall be permitted in the Last Sold Seats and no sleeping whatsoever shall be permitted in any other empty row or executive First seats/suites.

**Note 2:** Crew will be permitted to sleep for a period of no longer than one hour, during their crew break, in accordance with Company policy as published in ePub on any non-long range flight leg scheduled or re-forecast, on the day of departure, to exceed 7 hours but be less than 8 hours from gate to gate. Where crew rest units are available on the aircraft type, crew sleep shall only be permitted in the crew rest unit.

**Note 3:** Cabin Personnel will only be entitled to sleep in accordance with Note 2 above if flight conditions allow and if the on-board service is performed in accordance with Air Canada's service specifications. In no circumstances, will Cabin Personnel be permitted to modify the service specifications to allow Cabin Personnel to sleep in accordance with Note 2.

*Amend LOU 28.03 to read as follows:*

L28.03           The above mentioned provisions will apply for the Toronto-Barbados/Montreal-Vancouver/Toronto-Caracas flights in the event that they operate as an overnight turnaround.

**Reserve Protection of GDO-RDO (CUPE Proposal # 16)**

---

*Add New Article B8.06.01 to read as follows:*

B8.06.01      In the event that a reserve blockholder is assigned a pairing that operates into a non-inviolate (RDO) day off s/he shall receive a premium of fifty (50%) percent on all flight time credits for flight/s operated on the affected days off with a minimum of four (4) hours pay per scheduled day off affected. This premium will be for pay purposes only. The RDO will be slid in accordance with B8.06 Note 2.



**Reserve MMG (CUPE Proposal # 17)**

---

*Amend 5.11.01, 5.11.03.02: Increase MMG for reserve blockholders to 75.*

5.11.01 **Purser - Regular Blockholder** - sixty-five (65) hours at the applicable jet aircraft hourly rate.

**Purser Reserve Blockholder** – seventy-five (75) hours at the applicable jet aircraft hourly rate.

5.11.03.02 **Flight Attendant/Assistant Purser - Reserve Blockholders** – seventy-five (75) hours at the applicable jet aircraft hourly rate.

5.11.04.02 Where a Reserve Blockholder fails to report for an assigned flight or standby duty or is unavailable while on reserve duty, s/he will be removed from the payroll on the day(s) involved if not flown on those days. The removal will continue until the next scheduled duty day and his/her minimum monthly guarantee will be reduced by **two hours and twenty-five minutes (2:25)** for each such day. **When removed from the payroll for being unavailable for duty, a Reserve Blockholder may, on a non-inviolate day off which takes place during the removal, make himself/herself available for an entire day of reserve duty. The removal from the payroll shall cease on the day s/he has made himself/herself available, onwards.**

*Amend B8.11.01 to read as follows:*

B8.11.01 An employee who, at the termination of his/her last duty period, has accumulated seventy-seven (77) or more hours of flight time credits, and has at least two (2) scheduled reserve duty days remaining will, at his/her OPTION, be released from further reserve duty in that month provided s/he cannot be assigned at that time. If s/he is assigned a pairing s/he will be released on those reserve duty days not involved in the assignment. The option to decline such preassignment as per B8.28 does not apply.

*Amend B.8.12 to read as follows:*

B8.12 **MINIMUM GUARANTEE:** If a Reserve Blockholder is available for duty for a full block month s/he will receive a minimum monthly guarantee as follows:

Purser: 75 hours  
 Flight Attendant: 75 hours  
 Assistant Purser: 75 hours

If a Reserve Blockholder fails to report for an assigned flight or standby duty or is unavailable while on reserve duty, s/he will be removed from the payroll on the day(s) involved if not flown on that (those) day(s). The removal will continue until the next scheduled duty day and his/her minimum monthly guarantee will be reduced by **two hours and twenty-five minutes (2:25)** for each such day. **When removed from the payroll for being unavailable for duty, a Reserve Blockholder may, on a non-inviolate day off which takes place during the removal, make himself/herself available for an entire day of reserve duty. The removal from the payroll shall cease on the day s/he has made himself/herself available, onwards.**

*Amend 14.06.04 to read as follows:*

14.06.04 Where an employee is suspended while on reserve s/he will be removed from the payroll for the number of days involved and his/her minimum monthly guarantee and his/her maximum limitation will be reduced by **two hours and twenty-five minutes (2:25)** for each day of suspension

*Amend LOU 25 to read as follows:*

#### **MEMORANDUM OF UNDERSTANDING: REDUCED BLOCK PROGRAM - Under LOU 25**

##### 1. Reserve Blockholders:

- a) The Company will issue a limited number of RBP Reserve blocks at each base. The number will be at the discretion of the Company;
- b) The provisions of the collective agreement related to inviolate days off will not be applicable to RBP Reserve Blocks. Employees will not have the option to declare one additional set of days off in his/her block as inviolate;
- c) Each Reserve Block will consist of a maximum of eleven (11) duty days and a period with a minimum of ten (10) consecutive days off. Each group of consecutive duty days will be for a period no less than two (2) consecutive days on;
- d) The Minimum Monthly Guarantee shall be **two hours and twenty-five minutes (2:25)** per duty day;
- e) The Maximum Monthly Limitation shall be forty-five (45) hours;
- f) The Company reserves the right to modify RBP Reserve blocks from block month to block month;

**Passport Renewal (CUPE Proposal # 22)**

---

—  
*Amend Article 7.06 to read as follows:*

7.06 Cabin Personnel who renew their passports to ensure that it remains valid at all times to meet the entry requirements of any Air Canada destination shall, upon the submission of the necessary ten year passport and photograph receipt(s), be reimbursed to a maximum of one hundred and seventy-seven dollars (\$177), for a renewal which takes place during the term of the Collective Agreement.

**Reporting Pay (CUPE Proposal # 23)**

---

*Insert new Article 6.04.01.02 to read as follows:*

- 6.04.01.02      Online training: Where the training is to be performed online, s/he shall be paid at one-half (1/2) of his/her hourly rate of pay with a minimum guaranteed entitlement of one (1) hour. Such credits are not applied to flight time limitations.

*Introduce a new Letter of Understanding #X to read as follows:*

**LETTER OF UNDERSTANDING X: CUSTOMER SERVICE TRAINING**

- LX.01            Definition: “Customer Service Training” is stand-alone training relating to customer service that is required of all Cabin Personnel and which is delivered other than as a part of, or in conjunction with, any required regulatory training. An example of Customer Service Training is the Applause training. Examples of “required regulatory training” are initial training, annual recurrent training, special initial training, and requalification training.
- LX.02            Where an Employee is required to travel to and from a location other than their Home Base in order to participate in Customer Service Training, the following provisions will apply.
- LX.03            **Travel Pay:** When travelling to and from the Customer Service Training locations, Employees will be credited four (4) hours for each calendar day of travel. However, no travel pay will apply if training occurs on the travel date(s), unless the Employee would exceed his/her applicable maximum duty period.
- LX.04            Employees eligible for travel pay for Customer Service Training will be paid at the Employee’s MMG rate, for pay purposes only.
- LX.05            **Rest Periods:** A ten (10) hour rest period for blockholders and 12 hour rest period for reserve blockholders will be granted to each Employee commencing with release from Customer Service Training session or on arrival at Home Base where travel was involved.
- LX.06            Employees with twenty-three (23) or more days of vacation in any given block month, will not be required to attend Customer Service Training in that month.
- LX.07            Credits for Customer Service Training will be in accordance with Article 6.04. Credits will be for pay purposes only and will not count towards flight time limitations for Regular Blockholders. A credit of 2 hours and thirty-five minutes per training day will be applied towards flight time limitations for Reserve Blockholders.
- LX.08            Customer Service Training will be offered in French, at times and locations to be determined, when Air Canada has determined the number of registrants. However,

bilingual trainer(s), as well as translated materials, will be made available at all Customer Service Training sessions.

LX.09      Should Customer Service training be offered in Montreal, it will be offered in both English and French.

**Pay Progression (CUPE Proposal # 24)**

---

*Amend Article 5.13.03 to read as follows:*

5.13.03                    An increase within a schedule shall become effective with the duty period following the anniversary date of the Employee's report to initial training, or the adjusted service date regardless of the block month start date.

**Check in/ Check Out Gratuity Allowance (CUPE Proposal # 25)**

---

*Amend Article 7.04 to read as follows:*

- 7.04           **CHECK-IN/CHECK-OUT GRATUITY ALLOWANCE** – A check-in/check-out gratuity allowance of five dollars and five cents (\$5.05) will be paid during a legal layover or station stops in excess of seven (7) hours where accommodation is provided.

**Automatic Duty Period Extension Premium (CUPE Proposal # 28)**

---

*Amend Article B5.02.03.03.04 to read as follows:*

B5.02.03.03.04

**Duty Period Extension Premium**

A Premium will be paid to employees who volunteer to exceed their absolute maximum duty period limitation, pursuant to Article B5.02.03.03. The premium will also be paid when employees exceed their absolute maximum duty period on an involuntary basis (for clarification involuntary means when the employee is not given the opportunity to volunteer to exceed their absolute maximum duty period or if the duty period is not projected to exceed the limitation prior to pushback; for example, due to a mechanical or weather delay or de-icing requirements or an unanticipated flight time, or some other unforeseen circumstance). This premium will be fifty percent (50%) of his/her regular rate of pay on all flight time credits involved in that duty period and will apply in all cases as provided above.

**NOTE 1:** The premium will apply to DPG

**NOTE 2:** The premium will be for pay purposes only

**NOTE 3:** The premium will apply to reserve employees

**NOTE 4:** Employees operating flights pursuant to Article B14 as well as pursuant to Letters of Understanding 18 and 22, may also volunteer for an extension premium.

**NOTE 5:** The duty period of any pairing in which the employee returns to the originating station, shall be governed by the duty period limitations of the originating station. For example, a pairing with the routing YYZ-LAX-YYZ shall have a duty period of 13 hours for the purposes of this article and for establishing eligibility for the premium to be paid; for further clarification, in the event this pairing left YYZ on time and returned, for any reason, to the YYZ arrival gate so that the 13 hour duty day was exceeded, the premium shall be paid.



**Massage Therapy/Vision Care (CUPE Proposal # 30)**

---

*Insert a new Article 22.02.07 to read as follows.*

22.02.07 Expenses incurred for Massage Therapy, when prescribed by a physician, will be covered at a rate up to eighty dollars (\$80) per visit, to a maximum of eight hundred dollars (\$800) per family per year. To be eligible for coverage, the massage therapy must be provided by a Licensed Massage Therapist registered with, and licensed by, the recognized governing body within the province in which the service was rendered.

*Amend Article 22.03 and 22.04 to read as follows.*

22.03 **VISION CARE PLAN:** The Company will pay the full cost of a Vision Care Plan. The benefits for each employee and each eligible dependent to be not more than three hundred and twenty five dollars (\$325) per twenty-four (24) consecutive calendar months.

22.04 **GROUP LIFE INSURANCE PLAN:** The Union agrees to remove the CUPE voluntary Supplemental Life Insurance coverage (type 2). The Company will pay 100% of the Air Canada Group Life Insurance premiums up to the following amounts:

Flight Attendants	\$85,000.00
Assistant Purser and Purser	\$85,000.00

**Special Assignment (CUPE Proposal # 33)**

---

*Insert Letter of Commitment below as new Appendix X to read as follows:*

**(Date), 2015**

Mr. Michel Cournoyer  
Air Canada Component President CUPE  
25 Belfield Road  
Etobicoke, ON, M9W 1E8

**Re: Special Assignment**

Dear Mr. Cournoyer:

This letter is to inform you that in accordance with “Letter of Understanding 5: Special Assignments and Public Relations Assignments”, Air Canada agrees to publish long-term special assignments and to consider all applications for these assignments. In addition, Air Canada also commits to applying Article 20.04.09 and provide the Union with a list of all Cabin Personnel on special assignment in the format of the “Inflight Crew Scheduling & Planning Special Assignment Report” that was previously used in 2012.

Sincerely,

Anup Anand,  
Senior Director, In-Flight Service Bases

**Central Site Flight Release (CUPE Proposal # 34)**

---

*Amend Article 20.01.02.01.01 to read as follows:*

- 20.01.02.01            **Charged to the Company:** The Company will bear the cost of all flight releases for Union members and officers while participating in the following activities:
- 20.01.02.01.01        Component President and Vice President – Full time release
- Toronto -- Local President and three (3) full time releases - Total four (4) full time releases
- Montreal -- Local President and a half (.5) full time release – Total one and a half (1.5) full time releases
- Vancouver -- Local President and two (2) full time releases – Total of three (3) full time releases
- Halifax, Winnipeg and Calgary -- One (1) full time
- CUPE Crew Resource Centre Representatives - two (2) full time releases in order to facilitate and resolve day of flight issues with the Company.

**Personal Time Bank (CUPE Proposal # 37)**

---

*Add New Article 10.14 to read as follows:*

10.14	<b>Personal Time Bank</b>
10.14.01	Definition: A personal time bank contains banked flight time credits which can be used at a later date.
10.14.02	An Employee may, subject to operational requirements, take up to forty (40) hours of personal leave during each calendar as defined in Article 10.14.01.
10.14.03	A new and separate time bank will be created in which credits can be accumulated. Credits in this bank can be accumulated by placing any voluntary extension credits in the bank.
10.14.03.01	<b>BLOCKHOLDERS:</b> Should a regular blockholder request to use banked time for a personal leave, s/he will contact Crew Scheduling, who will process the leave subject to operational requirements, provided the Employee has sufficient credits in the bank. The employee will be removed from the pairing and his/her bank will be debited with the scheduled time of the pairing. In the event the Employee does not have sufficient credits in the bank to cover the full period of the requested leave, then the leave will be denied.
10.14.03.02	<b>RESERVE BLOCKHOLDERS:</b> Should a reserve blockholder request to use banked time for a personal leave, s/he will contact Crew Scheduling, who will process the leave, subject to operational requirements, provided the Employee has sufficient credits in the bank. If the Employee has not been assigned a pairing, his/her bank will be debited by two hours and thirty-five minutes (2:35) which will be applied towards flight time limitations for each scheduled reserve day. In the event the Employee does not have sufficient credits in his/her bank to cover the full period of the requested leave, then the leave will be denied.
10.14.04	The credits shall be paid at the Employee's applicable rate of pay for the duty from which s/he was released.
10.14.05	Any time remaining in the bank when the Employee terminates, retires, or transfers to Air Canada rouge will be paid out in full at such time,
10.14.06	When an Employee performs voluntary extension, the Employee must advise Crew Scheduling, prior to operating, if they want those credits placed in their personal time bank. Only complete pairings may be put in the Employee's personal time bank.

**Breastfeeding Leave (CUPE Proposal # 38)**

---

*Insert a new article 10.07 and the subsequent renumbering of subsequent articles to read as follows:*

- 10.07        **BREASTFEEDING LEAVE:** Air Canada may grant a leave of absence, without pay, of up to six (6) months, to female employees for the purpose of continuing breastfeeding, unless doing so would result in undue hardship.
- 10.07.01     A breastfeeding leave must commence on the expiration of the employee's maternity or child care leave, as applicable. An employee who wishes to request a breastfeeding leave will make her request, in writing, at least four (4) weeks prior to the expiry of the employee's maternity or child care leave, as applicable.
- 10.07.02     Employees who have taken a breastfeeding leave of absence will be given the option of buying back their pensionable service for the period they were on breastfeeding leave if they pay both the employee and employer portions of the contributions and there is no cost to Air Canada. An employee who wishes to buy back her pension for the period she was on breastfeeding leave must inform Air Canada of her intention within sixty (60) days of her return to active employment.
- 10.08        **EXTENSION:** A leave of absence may be extended by the Company on receipt of a written request from the employee. In the case of a leave of absence account Union business, a leave of absence may be extended by the Company on receipt of a written request from the Union. **Such leaves of absence requests shall not be unreasonably denied.**
- 10.09        **SENIORITY:** An employee shall retain and accrue seniority while on leave of absence.
- 10.10        **REINSTATEMENT:** An employee shall be reinstated to his/her classification at his/her Base at the termination of a leave of absence.
- 10.11        **RETURN TO LINE DUTY:** An employee shall be returned to line duty after his/her reinstatement provided s/he has been declared fit for flight duty by the Company Medical Branch and is qualified in every respect.
- 10.12        **BEREAVEMENT LEAVE:** When a death occurs in the immediate family of an employee and the employee attends the funeral, handles estate matters, or is involved in some other way, time off may be authorized by local Base Management to a maximum of four (4) days.

In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), time off may be approved by local Base Management.

**NOTE:** "Immediate Family" includes the spouse of the employee and the following relatives of either the employee or spouse: Son, daughter, parent, grandparent, sister, brother, and including other relatives residing with the employee.

### 10.13 **JURY DUTY**

10.13.01 Employees will be granted time off due to jury duty, coroner's inquest, court witnesses - civil or criminal - and will be carried on the payroll with pay.

10.13.02 The Company will compensate an employee for the actual loss of salary when s/he appears as a witness before any court, board, commission or administrative tribunal to testify on any matter related to his/her work or employment with the Company.

**NOTE: WITNESS** means a person called by subpoena as a witness to testify under oath or affirmation before one of the above-mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.

10.13.03 On receipt of payment from a court for such duties, the employee must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the court specifically for meals, travel or other such expenses).

10.13.04 The employee's subsequent pay cheque will be reduced by an amount equal to that received from the court (excluding monies allowed by the court specifically for meals, travel and other such expenses).

### 10.14 **DOMESTIC VIOLENCE**

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree once there is adequate verification for a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

**Trip Trade (CUPE Proposal # 41)**

---

*Insert Letter of Commitment below as new Appendix #X to read as follows:*

(Date), 2015

Michel Cournoyer  
President, Air Canada Component CUPE  
25 Bellfield Road,  
Etobicoke, ON M9W 1E8

Dear Mr. Cournoyer:

The letter will confirm the parties' agreement that after ratification the Company and the Union will work together to implement an automated trip trade system.

It is understood that the primary purpose of this system is to facilitate the exchange of pairings. It is also agreed that any such exchanging or dropping of pairings will be at no additional cabin crew cost to the Company. Additionally, any rule changes that are implemented will be done so on a cost neutral basis.

The trip trade system will not include open flights that would normally be awarded through the award sequence pursuant to article 7.04, including:

- Pairings not awarded through the PBS system;
- Manning/crewing to load pairings;
- Pairings dropped due to: book offs, long term absences due to illness, no shows, leaves of absence, overprojections, irregular operations, union releases, special assignment, drafts, held out of service, etc.

The system will respect the collective agreement. The specific requirements of the trip trade system will be developed by the Union and the Company in collaboration.

Yours truly,

Michael Abbott  
Managing Director, Labour Relations

**PBS (CUPE Proposal # 55)**

---

*Introduce a new Letter of Understanding #X to read as follows:*

**Letter of Understanding YY: PBS Improvements**

For the term of the Collective Agreement, the Company shall allocate \$3,000 per calendar year for the purpose of purchasing new PBS bidding features from the PBS Catalogue.

The feature(s) to be purchased will be decided by the Joint PBS Committee consisting of both Company and CUPE representatives. Any remaining or unused yearly amounts shall carry over into the next calendar year.



**A321 Crew Complement (CUPE Proposal # 61)**

---

*Delete Letter of Understanding 54 "A321 Crew Complement" and all related articles to be amended/deleted:*

**LETTER OF UNDERSTANDING 54:  
A321 CREW COMPLEMENT**

~~The company shall continue to block fifty percent (50%) of the current fleet of A321 aircraft, as of September 1, 2011, based on total flying hours on a yearly basis, with five (5) Cabin Personnel, comprised of one (1) In-Charge and four (4) Flight Attendants.~~

~~In the event additional A321 Aircraft above the current fleet number are introduced into the fleet the parties shall meet to negotiate crew complement; if agreement is not reached between the parties the matter shall be referred to arbitration.~~

**Union Business (CUPE Proposal # 63)**

---

*Amend Article 10.03 to read as follows:*

10.03           **UNION BUSINESS** - Where the requirements of the service permit, an employee shall be granted a leave of absence without pay account Union business for up to three (3) years on written request from the Union. Employees on Union business leave will be given the option to buy back their pension at no cost to Air Canada at time of buy back.

## **Profit Sharing Plan**

---

*Replace Letter of Understanding 38 in its entirety so that it reads as follows:*

### **LETTER OF UNDERSTANDING 38: PROFIT SHARING PLAN**

- In the event of a payout to Air Canada pilots under the Air Canada - Air Canada Pilots Association Plan in respect of a given year, Air Canada Cabin Personnel and Air Canada rouge Cabin Personnel shall have the right to a portion of the Company's Adjusted Net Profits (as defined in the Air Canada - Air Canada Pilots Association Plan) for that year pursuant to a Cabin Personnel Profit Sharing Plan, (the "Cabin Personnel Plan") in an amount determined by the Air Canada Board of Directors. The relevant eligibility criteria will be established annually by the Board of Directors of Air Canada.
- When payments are owing under the Cabin Personnel Plan, the average of the payments to Cabin Personnel will be no less, as a percentage of flying pay credits and guarantees (excluding premiums and expenses) than the average payment, as a percentage of base earnings (which shall exclude overtime pay, premiums, and similar payments) of employees in the UNIFOR represented customer sales and service bargaining unit or the IAM TMOS bargaining unit.
- The amounts owing under the Cabin Personnel Plan will be established annually by April 30 by the Board of Directors of Air Canada, and paid out by June 30 of that year.
- The Cabin Personnel Plan will be implemented effective with the 2015 plan year.

**Pension (CUPE Proposal # 56)**

*Introduce a New Letter of Understanding to read as follows. The Pension plan text will be amended to reflect the changes below.*

**Letter of Understanding XX: Pension**

1. Provide pension protection to Air Canada employees who are employed at Air Canada rouge by ensuring that service at Air Canada and Air Canada rouge is combined for all pension purposes, and that all pension benefits are determined with reference to members' pensionable earnings at both Air Canada and Air Canada rouge. So, for example, a member with 20 years of service at Air Canada and 10 years of service at Air Canada rouge may retire at 55 years of age with an unreduced pension calculated with reference to compensation received from Air Canada or Air Canada rouge, subject to consent of the applicable plan administrator. As well, CUPE members moving between Air Canada and rouge shall not be treated as a terminating employee and shall not be subject to PBSA portability rules. These objectives are to be accomplished by treating employees who work for Air Canada rouge as "loaned employees" on loan from Air Canada, or in another manner acceptable to Air Canada, CUPE, CRA and OSFI. The same will apply to employees transferring from Rouge to Air Canada.
2. Effective January 1, 2016, the definition of Final Average YMPE in Appendix of the Air Canada CUPE Represented Employees Pension Plan (and applicable to former CAIL employees) will be changed to the definition of Average Year's Maximum Pensionable Earnings as defined in section 1 of the same plan text.
3. Maintain plan provisions stating that an unreduced pension is payable to Cabin Personnel who retire at age fifty-five (55), or later, with at least eighty-five (85) points and the consent of Air Canada.
4. The proposed Air Canada Pension Plan – Flight Attendant shall be renamed "Air Canada CUPE Represented Employees Pension Plan" and the defined term "Flight Attendant" shall be replaced with "CUPE Represented Employee". The words "or a successor union representing the Flight Attendants" shall be deleted from the definition of "Union". In s. 4.2(b), the words "...and not later than 30 days after the end of the period in respect of which the amount is required to be paid" shall be replaced with "not later than 30 days after the end of the month in respect of which the corresponding Member contributions were deducted from the Member's Compensation." All other provisions of the Air Canada CUPE Represented Employees Pension Plan shall remain as proposed in the October 24, 2014 draft except for changes required to reflect this agreement.
5. The present Letter of Understanding constitutes a with prejudice settlement of grievance CHQ-14-20.

**Housekeeping (CUPE Proposal # 42)**

---

*Amend Article 6.03.06 to read as follows:*

6.03.06 Where a Regular Blockholder is drafted on a regular or guaranteed day off and reports to the airport for flight duty, s/he will be credited with the total duty period minus four (4) hours or a minimum guarantee of four (4) hours, even if no actual flying time results. The greater of such credits shall be applicable.

**Housekeeping (CUPE Proposal # 43)**

---

*Amend Article 5.09.01 (replace example) to read as follows:*

Example:

A duty period of 12:30 contains six (6) hours of flying time and two hours and thirty minutes (2:30) of Duty Period Guarantee for a total credit of eight hours and thirty minutes (8:30). A six (6) hour delay attracts three (3) hours of paid ground time (three (3) hours = six (6) hours ground time X half the hourly rate of pay). The employee shall be paid nine (9) hours (six (6) hours flight time credit plus three (3) hours ground time credit for his/her classification applicable to the duty period involved.

**Housekeeping (CUPE Proposal # 44)**

---

*Insert a new Article 9.09 to read as follows*

**9.09 Book-off/Vacation/Sick time**

**9.09.01** In the event that Regular or Reserve Blockholder is on sick leave which extends into his or her planned vacation period, the planned vacation shall be postponed and he or she shall receive the following sick leave credits per day for each day of sick leave charged:

- (a) Regular Blockholder: 2:55
- (b) Reserve Blockholder: 2:55

**9.09.02** Once the employee books back on, postponed vacation will be rescheduled in accordance with seniority in the following manner: In the event the employee has the seniority, for their second vacation bid, to hold the vacation period immediately after the period of sickness during vacation, their vacation shall be slid to that period.

**9.09.03** In the event, the employee does not have sufficient seniority, for their second vacation bid, to hold the vacation period immediately after the period during vacation, their vacation shall be rescheduled to an available period at the employee's choice.

**Housekeeping (CUPE Proposal # 45)**

---

*Amend Appendix I:*

The Company agrees to provide an updated Overseas Route Map.

**Housekeeping (CUPE Proposal # 48)**

---

*Update single and double vertical lines:*

Update single and double vertical lines with new 2015 editorial and negotiated revisions and removing old single and vertical lines per Articles 1.02.11 and 1.02.12.

**Housekeeping (CUPE Proposal # 49)**

---

*Remove all References to Airline Division:*

Removing all references to “Airline Division” (on the cover and in the body of Collective Agreement) and replacing with “Canadian Union Of Public Employees, Air Canada Component”.

**Housekeeping (CUPE Proposal # 50)**

---

*Delete Appendix XX (page 187):*

Delete Appendix XX (page 187) – This letter is already included in the body of LOU 5.

**Housekeeping (CUPE Proposal # 52)**

---

*Amend Article 4.02.02 to read as follows:*

- 4.02.02**      **Aircraft Assignment** – A Service Director position will be included in the aircraft complement on all aircraft types.

**Housekeeping (CUPE Proposal # 54)**

---

*Amend Article B7.06 to read as follows:*

- B7.06**      **AWARDING ERRORS:** Where an open flight is awarded to a Regular Blockholder not entitled to the flight, and the award is not changed, the Regular Blockholder entitled to the flight shall be credited for that flight, provided s/he submits a claim within fourteen (14) days from the scheduled departure, and s/he shall receive the greater of the flight credits to which s/he was entitled or any actual credits earned.



**Housekeeping (CUPE Proposal # 62)**

---

*Delete Article B13 in its entirety*

Remove Article B13 – Delhi Operation, as it is no longer applicable.

**Housekeeping (Air Canada Proposal)**

---

*Delete / Amend the following:*

Appendix VIII (page 175): Delete

Appendix XIII (page 180): Delete

Appendix XVI (page 183): Delete

Appendix XVII (page 184): Delete

Appendix XVIII (page 185): Delete

Appendix XIX (page 186): Delete

Appendix XXI (page 189): Delete

Appendix XXII (page 190): Delete

Appendix XXIV (page 192): Delete

Appendix XI (page 178): Delete

Memoranda of Settlement 1-13 inclusively (pages 196-220 inclusively): Delete

MOA (Re: Company Paid Health & Safety Flight Releases) (page 235-237): Delete – already included in pages 226-228

LOU 44 (Grievance Procedure) (pages 238-240): Delete

LOA (page 252-253): Delete

*Rouge Supplementary Agreement to be incorporated into a new LOU 55 to read as follows:*

## **LETTER OF UNDERSTANDING 55: ROUGE**

### **ARTICLE 1 - INTRODUCTION**

- X. **Purpose of Agreement** - This Agreement is in the mutual interest of the Company and the Employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and Employees to cooperate fully both individually and collectively for the advancement of this purpose.
- X. **Definitions** - The following terms, when used in this Agreement, shall have the meanings set out below unless otherwise stated:
  - X. **"Agreement"** means this Letter of Understanding, including amendments or interpretations thereto agreed upon and covered by letters signed or confirmed by the Company and Union representatives;
  - X. **"Base"** means a base to which an Employee is assigned;
  - X. **"Bid Period"** means the period that is available for Employees to submit their bids;
  - X. **"Block"** means a series of pairings, reserve days and time off awards that have been assigned to Employees in any given monthly bid period;
  - X. **"Block to Block Flight Time"** means the elapsed time between actual departure (wheels roll) and actual arrival (wheels stop) on each flight leg;
  - X. **"Crew Rest"** means a period of time free from all duty from the Company;
  - X. **"Company"** means Air Canada rouge;
  - X. **"Co-Terminal"** - Those airports serving the same metropolitan area into which Air Canada rouge operates some or all of its flights.
  - X. **"Date of Hire"** means the day that Employees commence their first day of initial training class but applies only upon successful completion of initial training and line indoctrination;

- X. **"Employee"** means a Flight Attendant employed by the LCC;
- X. **"Ferry Flight"** means a flight without revenue passengers, used to position an aircraft.
- X. **"Flight Attendant"** means an Employee employed by the Company to perform the duties and responsibilities of a Flight Attendant;
- X. **"Grievance"** means all differences concerning the interpretation, application, administration, or alleged violation of the Collective Agreement;
- X. **"Layover"** means the time spent away from home base where a crew rest period occurs;
- X. "LCC" means Air Canada rouge;
- X. **"Lead Flight Attendant Position"** means a Flight Attendant when exercising the duties and responsibilities of an In-Charge Flight Attendant pursuant to the Canadian Aviation Regulations and as directed by the Company;
- X. **"Mainline"** means Air Canada;
- X. **"Month"** means the duration of block bid periods within each calendar year which may be varied by the Company following consultation with the Union from between thirty and thirty-three calendar days inclusive to conform to seasonal variations and fluctuations in flight schedules;
- X. **"Pairing"** means a pre-arranged combination of one or more duty periods;
- X. **"Per Diem"** means a payment made to a Flight Attendant to cover meal expenses while on a pairing including deadheading and layover;
- X. **"Open Flight"** means all flights or flight sequences not included in a block or any flight that an Employee cannot operate for any reason;
- X. **"Overseas Operation"** means any operation conducted from any point to or from the North American Continent to or from a point other than Mexico, the Caribbean, the United States (excluding Hawaii);
- X. **"Standby Duty"** means a time period during which an Employee must be available for stand-by duty;
- X. **"Temporary Employees"** - "Temporary Employee" is an Employee employed for a period not to exceed six (6) consecutive months. Article 16.09 will apply at Air Canada rouge.

- X. **"Union"** means the Canadian Union of Public Employees and Local XX of the Air Canada Component;
- X. **"Vacation Year"** means the period commencing on May 1 of one year and terminating on April 30 of the following year.

## **ARTICLE 2 - UNION RECOGNITION**

- X. **Union Recognition** — The Company recognizes the Canadian Union of Public Employees (CUPE) as the sole bargaining agent for all Cabin Personnel employed at the LCC in accordance with the Certification issued by the Canadian Industrial Relations Board to CUPE to represent all cabin personnel at Air Canada under the provisions of the *Canada Labour Code*.

Air Canada, LCC and the Union agree not to file an application under section 18.1 of the *Canada Labour Code* related to any reconfiguration of the cabin personnel bargaining units at Air Canada or at LCC.

The parties agree that there is one (1) bargaining unit consisting of all Cabin Personnel at Air Canada, including those cabin personnel employed at LCC.

For greater certainty, all references to Company in this Agreement/LOU 55 refer to Air Canada rouge.

- X. In the performance of their normal Flight Attendant duties, Union officials and representatives shall not be subject to more severe discipline than other employees in the bargaining unit.
- X. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.
- X. The Company and the Union recognize the Memorandum of Agreement dated November 2, 2012 re "Low Cost Carrier."
- X. The Company shall not displace bargaining unit members from a flight to which they have been assigned in order to allow non-bargaining unit members to perform the work of Flight Attendants covered by this Agreement. However, non-bargaining unit members may only perform safety-related duties.
- X. **Non-Application of Agreement** – This Agreement does not apply to Employees during the time that they are on initial training.

### ARTICLE 3 - RESERVATIONS OF MANGEMENT

- X. Subject to the provisions of this Agreement, the control and direction of the Employees, including the right to hire, to suspend or discharge for just and sufficient cause, to advance or step back in classification, to reassign, to transfer, to promote, to demote, to lay off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- X. Any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged, delegated, granted or modified by this Agreement.
- X. This shall not apply to detract from the right of an Employee to lodge a grievance in the manner and to the extent herein provided.

### ARTICLE 4 - CLASSIFICATIONS

- X. **Lead Flight Attendant** — A Lead Flight Attendant shall be assigned to every flight operated by Air Canada rouge and shall be responsible for performing the duties required by the Canadian Aviation Regulations and as directed by Air Canada rouge .
- X. All Employees shall be trained in the Lead Flight Attendant position.
- X. On an annual basis, Air Canada rouge will allow up to twenty-five percent (25%) of Employees at a crew base the ability to opt-out of being considered Lead qualified for bidding purposes. Opt out requests will be processed in seniority order.

**Note I:** A Flight Attendant must have passed probation to opt-out.

- X. When submitting monthly bids, Lead qualified Employees will indicate their preference for a Lead position. If there are insufficient Leads to cover all pairings, an Employee on the opt-out list will be assigned to an open pairing in reverse order of seniority.
- X. **Flight Attendant** — Flight Attendants shall be responsible for performing the duties required by the Canadian Aviation Regulations and as directed by Air Canada rouge.

### ARTICLE 5 - RATES OF PAY

- X. Employees shall be paid in accordance with the following graduated wage scale following the successful completion of initial training:

Year	Hourly Rate
1	\$22.99
2	\$24.04
3	\$26.15
4	\$32.92
5	\$36.03

- X. **Pay Summaries/Distribution** - Pay summaries will normally be distributed electronically on the seventeenth (17<sup>th</sup>) day of each month or earlier at the Company's discretion and include the flying pay earned in the preceding block month.
- X. Employees shall be paid via direct deposit by the Company through the Automated Payroll Distribution System to any recognized financial institution within the territorial limits of Canada, on or before the seventeenth (17<sup>th</sup>) of each month.
- X. Underpayments in a pay period resulting from an error which are in excess of fifty dollars (\$50.00) will be reimbursed on a separate cheque within fourteen (14) days of the Company receiving notice of such underpayment.

#### X. **SPECIAL ASSIGNMENT**

- X. Employees assigned to a rouge Ambassador assignment will be paid as follows:
  - X. For assignments of less than one (1) block month: Employees will be paid four (4) hours credit per day worked.
  - X. For assignments equal to or greater than one (1) block month: Employees will be paid the applicable entry level salary for Air Canada rouge In-Flight Service management.
- X. rouge Ambassadors on assignment shall not be required to make any decisions of a disciplinary nature regarding other employees.

#### **ARTICLE 6 - CREDITS AND GUARANTEES**

- X. **Flight Credits** — Employees shall receive credit per duty period equal to the greater of the following:
  1. The total scheduled flight time contained in the pairing;
  2. The actual scheduled flight time contained in the pairing;
  3. Four (4) hours;

4. (50%) of actual duty period worked applied for pay purposes only and not for flight time limitation purposes.

**X. Monthly Pay Guarantee** — Employees who are available for duty for an entire month shall receive a monthly pay guarantee of seventy-five (75) hours.

**X.** The monthly pay guarantee shall be reduced by two hours and thirty-five minutes (2:35) for each day off of the payroll for reasons such as sickness (without sick credits remaining) unavailable for duty and leave of absence.

**X. Trip Hour Guarantee** - An Employee on a legal lay-over, away from home base shall receive a Trip Hour Guarantee, calculated from the actual commencement of the initial duty period at home base to the actual termination of the last duty period at home base prior to a legal rest period as follows:

Trip Hour Guarantee shall be one (1) hour flight time credit for each six (6) hours of the total trip time pro-rated.

**X. Deadhead Credits** — Employees involved in an operational deadhead shall be credited with the greater of one-half (1/2) of the actual or scheduled flight time between the originating and terminating deadhead points. Employees required to deadhead by surface transportation shall be credited with one-half (1/2) of the actual deadhead time involved. When the first flight of a duty period is a deadhead, such duty period shall commence thirty minutes prior to scheduled departure time at home base and at departure time away from home base.

**NOTE:** A Lead Flight Attendant involved with the operation of a ferry flight as a designated working crew member shall receive flight time credits for all Block to Block Flight Time worked.

**X. Training Credits** — Employees who are required to attend training shall receive a minimum credit equivalent to the greater of four (4) hours or actual hours for each day of training paid at fifty percent (50%) of their hourly wage rate. Employees shall be scheduled for a maximum of eight (8) hours a day excluding half (1/2) hour lunch.

**X.** Training credits shall not be applied to flight time limitations.

**X. Online training** – Employees shall be paid at one-half (½) of his/her hourly rate of pay with a minimum guaranteed entitlement of one (1) hour. Such credits are not applied to flight time limitations.

**X. Reserve/Standby Duty** — Employees shall be guaranteed a credit of four (4 hours) for each standby duty day.

- X. When required by the Company to travel to and from the training location away from home base, the Employee will be credited, for pay purposes only, two (2) hours for each calendar day of travel and the Per Diem provided by Article X.

## **ARTICLE 7 – PREMIUMS**

- X. **Lead Flight Attendant** — Employees shall receive a premium of fifteen (15%) of their hourly wage rate when operating the Lead Flight Attendant Position on a Flight.
  
- X. Employees shall have the option of banking hours worked in a block month which are above ninety (90) hours up to and including ninety-five (95) hours or have them paid out. If banked, the hours shall be banked at straight time and may be taken as time off subject to operational requirements
  
- X. **Over 95 Hours** — Employees who work in excess ninety-five (95) hours in a block month shall receive a premium of fifty percent (50%) of their hourly wage rate for all hours worked above this threshold. Employees will have the option of banking such hours at straight time which can later be taken as time off subject to operational requirements, with the fifty percent (50%) premium portion being paid at the time that month's earnings are paid.
  
- X. An Employee who wishes to bank hours pursuant to Articles 7.XX. and 7.XX above will submit a request to Air Canada rouge prior to the end of the block month in which the hours in excess of ninety (90) hours were worked. Air Canada rouge will process the request upon the completion of that block month. Any hours remaining in the bank at the end of the Vacation Year will be paid out.
  
- X. The Company recognizes drafting as an exception and not a regular occurrence. When drafted on scheduled days off, Employees will receive, for pay purposes only, a draft premium equivalent to fifty percent (50%) of their hourly wage rate. This premium shall not be flight-time limiting.



## ARTICLE 8 - PER DIEM

- X. [Referred to binding interest arbitration pursuant to the Memorandum of Agreement dated November 2, 2012]
- X. For greater certainty, the provisions in Article 7 of the Air Canada Mainline Collective Agreement regarding pay in lieu of meal allowances shall not apply to Air Canada rouge Employees.
- X. UNDER/OVERPAYMENT** - Underpayments in a pay period resulting from an error which are in excess of fifty dollars (\$50.00) will be reimbursed on a separate cheque within fourteen (14) days of Air Canada rouge receiving notice of such underpayment. In the case of an allowance(s) overpayment, Air Canada rouge shall notify the Employee in writing that an overpayment has been made and will include an explanation of all relevant calculations. If the amount is \$100 or less, it shall be deducted from the following pay cheque. Overpayments of more than \$100 will be recovered by deducting up to ten percent (10%) of Employee's gross earnings per pay period. If the Employee is terminated or voluntarily resigns, overpayments will be deducted from his/her final pay cheque.

## ARTICLE 9 UNIFORMS & VISAS

- X. The initial uniform of the Employee shall be paid one hundred percent (100%) by the Company. Replacement cost(s) shall be shared equally between the Company and the Employee. Uniform allotments shall be at the Company's discretion.
- X. **Uniforms** - Employee uniforms shall be worn as required by Company policy.
- X. **Visas** — Employees shall, upon submitting a receipt, be reimbursed for the full cost of any and all visas and departure taxes that are required to perform their Flight Attendant duties when operating or deadheading.
- X. **Work Allowance** – Employees shall receive a work allowance of one hundred Canadian dollars (CDN\$100) per block month to cover the cost of uniform upkeep, check in/out gratuity, and passport.
- X. To qualify for this allowance, Employees must be available for work at least fifteen (15) days in the block month.
- X. Air Canada rouge will address a letter to the Union stating that it will make its best efforts to negotiate reduced parking rates outside the airport (ie. park-n-fly).

## ARTICLE 10 - GENERAL HOLIDAYS AND ANNUAL VACATION

- X. General Holiday Periods** — Employees shall accumulate one (1) calendar day in lieu of each general holiday in any Vacation Year. Where Employees are not in receipt of wages for fifteen (15) or more days in the thirty (30) days immediately preceding a general holiday, they shall not be credited with that holiday.

The general holidays are:

New Year's	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

- X. Annual Vacation** — The vacation period entitlement shall be applicable in accordance with completed years of continuous Company service prior to April 30<sup>th</sup> each year:

Less than 1 complete year	.83 day per full calendar month
1 to 3	10 calendar days
3to12	15 calendar days
12or more	20 calendar days

- X.** Where the entitlement is ten (10) days or more, Employees will have the option to take the total entitlement in consecutive calendar days or split them in five (5) day periods as follows:

10 days — up to 1 split
15 days — up to 2 splits
20 days — up to 3 splits

- X. Proration** - Vacation entitlement shall be prorated for a partial year of service.
- X.** Employees shall receive a credit of two hours and thirty-five (2:35) minutes for each general holiday and vacation day.
- X.** Employees who fail to bid or submit invalid bids in the second award will be assigned to any remaining vacancies in accordance with the requirements of the operation.

## ARTICLE 11 - SICK LEAVE

- X. Employees shall be granted forty-eight (48) new hours of paid sick leave on January 1<sup>st</sup> of each year. These credits may be accumulated, up to an absolute maximum of 144 hours. Where Employees commence service during a calendar year, they will receive four (4) hours of paid sick leave for each month remaining in the year.
- X. Employees who are inactive for more than fifteen (15) days in a month shall not accrue any sick leave hours for that month.
- X. Employees may be required to provide a medical certificate to substantiate any utilization of sick leave. The Employer shall reimburse the Employee for the reasonable cost of a medical certificate requested by the Employer.
- X. One (1) hour of sick leave credits is equivalent to one (1) hour of flight time credits.
- X. **Sick Leave – Twelve (12) Hour Hold:** When an Employee books off, s/he may place a twelve (12) hour hold on his/her next or subsequent flight(s). His/her flight will be considered as open flying if s/he has not booked on twelve (12) hours prior to departure. If the twelve (12) hour hold is placed on other than his/her next flight, the flights between his/her book off and that flight will automatically be considered as open flying and awarded accordingly.

NOTE: Twelve (12) hour holds may only be placed on the start of a sequence.

## **ARTICLE 12 — PENSION AND OTHER BENEFITS**

- X. **Pension** — The pension plan applicable to Cabin Personnel at the LCC shall be the plan applicable to Mainline new hires.
- X. **Other Benefits** — [Referred to binding interest arbitration pursuant to the Memorandum of Agreement dated November 2, 2012]

## **ARTICLE 13 — CREW COMPLEMENT**

- X. The crew complement for any flight operated by the Company shall be assigned in accordance with the minimum regulatory requirements established by Transport Canada.

## **ARTICLE 14— SCHEDULING AND PLANNING**

- X. **Preferential Bidding System (PBS):** PBS will provide Cabin Personnel with monthly schedules in accordance with their seniority preference. Their seniority preference will be honoured in a pure seniority order but the parties agree that Air Canada rouge's operational language and classification requirements must be met.

NOTE: Fill to threshold shall NOT be used to generate schedules in PBS.

- X. **Monthly Schedules** — Monthly blocks will be prepared by the Company.
- X. Monthly blocks may contain scheduled pairings, or a combination of scheduled pairings and reserve duty days.
- X. For blocking purposes, an Employee may be scheduled up to a maximum of six (6) consecutive duty days followed by a minimum of one (1) day off.
- X. For blocking purposes, in any fourteen (14) consecutive calendar days, an Employee will have a minimum of four (4) days off.
- X. **Buffer:** A one-hour buffer in addition to the applicable crew rest at home base will be used for block building purposes.

#### **BLOCK BID DEADLINE AND PERIOD**

- X. “Month” means the duration of block bid periods within each calendar year which may be varied by Air Canada rouge following consultation with the Union from between thirty and thirty-three calendar days inclusive to conform to seasonal variations and fluctuations in flight schedules.
- X. In order to ensure that Employees will be aware of the approximate bid deadline each month, the bid deadline will never be earlier than fifteen (15) days prior to the end of the current Block month and the Bid Period will be no less than four (4) days.

#### **BID PROCEDURE**

- X. Data to be included in bid packages:
  1. List of all Pairings at the Base;
  2. Vacation and General Holiday awards;
  3. Deadheading arrangements;
  4. Station designators;
  5. Names of Employees requiring training during the month;
  6. The specific date(s) and time(s) on which training classes are scheduled;
  7. List of hotels and phone numbers, and if internet access available at hotel;
  8. Expenses for each Pairing;
  9. Block overlaps and Pairing overlaps;
  10. Crew eligibility list per Base;
  11. Proration tables;
  12. The Block month period;
  13. Indication of low flying month or high flying month.

#### **LANGUAGES**

- 14.XX.** Air Canada rouge may block up to fifty percent (50%) of the crew complement on any flight to languages other than English or French, and it may award flights out of seniority order, to ensure that the required percentage is met.

#### **SYSTEM AWARD ERRORS**

- 14.XX. System Award Errors: Errors in the awarding of Pairings that cannot be faulted back to Employees must be resolved through block rework.
- 14.XX. Contesting Awards: Employees shall have until the end of the third day following publication of the awards to contest their award. After such time the awards will be considered final.

#### **REPORT TO BASE DURING BLOCK MONTH**

- 14.XX** Cabin Personnel scheduled to report to a Base on return from personal leave of absence, a supervisory position or special assignment or on a transfer from another Base, shall be permitted to bid prior to assignment to a Base. The monthly limitation of returning cabin personnel shall be reduced by the number of days that they were not available to operate during the month. The reduction will be 2:35 per day.
- 14.XX Sick Leave, Maternity Leave and Child Care Leave: Cabin Personnel scheduled to return to duty following sick leave, maternity leave or child care leave shall be permitted to bid. Medical evidence stating the anticipated date must be provided with the bid to be awarded a block. The monthly limitation of returning cabin personnel shall be reduced by the number of days that they were not available to operate during the month. The reduction will be 2:35 per day.

#### **RESERVE RULES**

**X. As per In-Flight Crew Scheduling Guidelines, received May 1, 2015. (Standby Reserve Day Assignments).**

#### **AIRPORT STANDBY RULES**

- X. An Employee on airport standby will be assigned a report time by Crew Scheduling and s/he will be on airport standby for a period not exceeding four (4) hours following that report time. Assignment may be made to a flight departing within or after the four (4) hour period. If no assignment is made s/he will be released for a legal rest. The duty period, for limitation purposes, will begin at the required reporting time.
- X. Employees on airport standby will be paid the greater of:  
 - A four (4) hour credit;  
 - The actual flight credits operated; or  
 - Fifty percent (50%) of the actual duty period worked.
- X The standby duty credit provided by Article 6.XX will not apply when Employees are assigned to airport standby.
- X. Employees must be reachable at all times while on airport standby
- X. Employees on airport standby must be released by Crew Scheduling before leaving the airport.

**AWARD OF OPEN FLYING**

X. Open pairings not awarded through the blocking process or pairings that become open following the blocking process will be made available and awarded utilizing available technology (Globe or any subsequent technology chosen by Air Canada rouge ("Globe")) for bidding and awarding purposes.

**X. Award procedure**

An Open pairing will be awarded, in accordance with the sequence below, to an Employee, if it meets his/her specifications and the Employee is legal in all respects:

(a) a pairing that is open more than twelve hours prior to departure:

(i) Will be awarded in priority to an Employee with less than ninety (90) block hours in that block month. If there is more than one Employee with less than ninety (90) hours who has bid for, and is legal for, the pairing, it will be awarded to the employee with the lowest number of projected flying hours at the time of the award;

(ii) If there are no Employees who have bid for, and are legal for, the pairing who have less than ninety (90) block hours in that block month, the pairing will be awarded to an Employee with block hours equal to or greater than ninety (90) in that block month, in seniority order.

(b) a pairing that is open twelve (12) hours or less to departure will be awarded at Air Canada rouge's discretion.

Note: Reserve can be used at any time in the award process at Air Canada rouge's discretion.

Note 2: A cabin crew member volunteering for open flying can only be awarded a pairing on the day(s) they volunteered for that match their preferences. Crew Scheduling may offer a pairing that is longer or does not match their preferences, but the cabin crew member will be able to refuse the assignment.

If awarded a pairing, the Employee will be notified via Globe, and the pairing will then form part of the Employee's block. Employees who have not acknowledged the fact that they have been awarded a pairing on Globe will receive a courtesy crew call, but are, in any case, expected to report for work. Employees will be considered unavailable for duty if they have not acknowledged their bid via Globe and have not answered the courtesy crew call.

**DRAFTING PROCEDURE**

As per In-Flight Crew Scheduling Guidelines, received May 1, 2015. (Drafting). However, those who volunteer for drafts will be assigned prior to initiating the draft sequence.

**GDO/UDO**

- X. **Guaranteed Days Off** — Employees shall receive a minimum of ten (10) guaranteed ~~calendar~~ days off per month.
- X. For blocking purposes, a Guaranteed Day Off shall commence at 00:01 and end at 23:59.
- X. Of those ten Guaranteed Days Off, Employees will have the ability to bid up to five (5) days as untouchable Guaranteed Days Off at the time of the award. These untouchable Guaranteed Days Off will be awarded in seniority order, subject to operational requirements. Air Canada rouge will not assign flying, or draft an Employee, on an untouchable Guaranteed Day Off. However should an Employee be flown into an untouchable Guaranteed Day Off due to unforeseeable circumstances (ie. Mechanical away from home base), this Guaranteed Day Off will commence after legal crew rest at Home base.
- X. When forfeiting days off for open flying bidding purposes, days off in that month will not be reduced to less than five (5) full twenty-four (24) hour periods. An Employee cannot be drafted if the draft would result in his/her days off being reduced to less than ten (10) full twenty-four (24) hour periods. Twenty-four (24) hour periods commence from the end of the last duty period to the commencement of the next activity in his/her schedule.
- X. **Maximum Monthly Scheduled Flight Time** — The maximum scheduled flight time limitations shall be ninety-five (95) hours per month.
- X. The maximum monthly scheduled flight time may be extended to one hundred and fifteen (115) hours when Employees have worked additional hours as a result of delays. For clarity, where a delay has occurred during the month, Employees shall be legal to operate a flight sequence in excess of the maximum monthly limitation (and up to one hundred and fifteen (115) hours) only to complete their return to their base, following which they cannot be assigned any additional hours.
- X. Employees may exceed one hundred and fifteen (115) hours on a voluntary basis.
- X. The premium provided by Article X shall not apply unless and until such time that Employees have exceeded ninety-five (95) hours.

**ARTICLE 15 - DUTY PERIOD LIMITATIONS**

- X. A duty period shall commence and shall be continuous until broken by a legal rest period under the following rules:
- X. A duty period commences at one (1) hour prior to the scheduled flight departure time or the re-scheduled departure time if notified prior to airport arrival. The duty period will end fifteen (15) minutes after the flight arrival time.
- X. A duty period shall not be scheduled to exceed [referred to binding interest arbitration pursuant to the Memorandum of Agreement dated November 2, 2012] consecutive hours.
- X. A duty period may be extended to [referred to binding interest arbitration pursuant to the Memorandum of Agreement dated November 2, 2012] hours in the event of an irregular operation or flight delay.



- X. As soon as a duty period is projected to exceed [referred to binding interest arbitration pursuant to the Memorandum of Agreement dated November 2, 2012] hours based on the official forecast, Employees must advise the Lead Flight Attendant of their individual decision to exceed the limitation or take crew rest.
- X. The duty period for standby Flight Attendants who report for duty to the airport and whose flight assignment is changed to a later flight shall commence at their original on duty time.
- X. **Legal Rest Periods** — Home base: Upon return to home base, Employees shall be entitled to a rest period of ten (10) hours. The rest period following an Overseas operation shall be sixteen (16) hours. A rest period following an operation from Central America/ South America/Caribbean where the duty period is greater than thirteen (13) hours shall be twelve (12) hours.
- X. The minimum Legal Rest Period at a layover point shall be ten (10) hours unless reduced to nine (9) hours for operational reasons.
- X. Notwithstanding Article 15.01.01, an Employee may be required by Air Canada rouge to report for duty up to thirty (30) minutes prior to any duty period (“Pre-Duty Period Extension”). Any Pre-Duty Period Extension time shall be included in any duty period limitations but, shall be excluded from the calculation of all guarantees and flight time limitations. Any Pre-Duty Period Extension will be paid at one-half (1/2) of the Employee’s hourly rate of pay.
- X. A duty period commences at one (1) hour prior to the scheduled flight departure time or the re-scheduled departure time if an Employee is notified in accordance with 15.01.01.01 or 15.01.01.02 below. The duty period will end fifteen (15) minutes after the flight arrival time.

Notification of Unexpected Delay – Away from Home base

- X. In the case of a delay that becomes known before report time while an Employee is on layover, the report time will be rescheduled if the Employee is notified prior to airport arrival.

Notification of Unexpected Delay – at Home base

- X. In the case of a delay that becomes known before report time at Home base, Air Canada rouge shall telephone the Employee. If the Crew Scheduler reaches the Employee at his/her contact number or leaves a message for the Employee, the Crew Scheduler shall re-set the report time due to the delay. In order to be able to reschedule the report time, this call shall be made by Crew Scheduling a minimum of one hour and thirty minutes (01:30) prior to the Employee’s originally scheduled report time. If the notice is made less than one hour and thirty minutes (01:30) prior to the scheduled report time, his/her duty period shall start at the originally scheduled report time.

- X. **Reassignment** — Employees who are no longer required for a pairing or part of a pairing shall be given another assignment or will revert to standby status for any calendar day involved in the original blocked pairing. Employees who are reassigned to standby duty shall complete their standby duty within the originally blocked pairing day(s).

Employees who are converted to standby status shall receive the greater of four (4) hours pay per Article [standby premium article] or the value of the re-assigned pairing.

- X. **Co-Terminal** - Should a pairing originate/terminate at a different airport within the co-terminal, Air Canada rouge will provide transportation to the terminal where the pairing began upon request. This transportation will be considered a surface deadhead and applicable for pay purposes only.

#### **ARTICLE - 16 LEAVES OF ABSENCE**

- X. **Personal** - Where the requirements of the operation permit, Employees who submit a written request may be granted a personal leave of absence without pay, in accordance with Company policy, for up to three (3) months.
- X. **Educational** - Where the requirements of the operation permit, Employees who submit a written request may be granted an educational leave of absence without pay, in accordance with Company policy, for up to one (1) year.
- X. **Union Business** - Where the requirements of the service permit, an Employee may be granted a leave of absence without pay on account Union business for up to one (1) year on written request from the Union. The cost of the Employee's retention of Company benefits will be borne by the Union.

- X. **Maternity** — Employees shall be entitled to an unpaid maternity leave which shall be in accordance with the *Canada Labour Code* unless otherwise specified below.
- X. **Notification** - Employees must advise the Company in writing that they are pregnant, provide a medical certificate to that effect and indicate the date on which they desire to commence maternity leave.
- X. Should they elect to continue flying while pregnant, Employees shall, commencing in the twentieth (20<sup>th</sup>) week and every two (2) weeks thereafter, be required to provide the Company Medical Officer with a certificate from their personal physician confirming fitness to fly.
- X. The Company will provide accommodation, to the point of undue hardship, to Employees with medically-validated pregnancy complications through ground work. Should the Company succeed in finding ground work, the work shall be not be more than five days a week and Employees will be obligated to accept such work that meets their medical limitations as determined by the Company medical officer in consultation with Employees' physicians.
- X. In the event that the medical limitations as determined according to Article X indicate that an Employee requires work hours which are different from those that are offered for the ground position in question, the Company will provide accommodation to the point of undue hardship.
- X. Employees assigned to ground work pursuant to this Article shall be paid as follows:
  - X.X. Employees working full time (40 hours per week) shall be paid the average of their past twelve (12) months of flying credits;
  - X.X. Employees working less than full time shall be paid on a prorated basis.
- X. If required to wear a uniform while performing ground work, the uniform shall be provided by the Company.
- X. Employees assigned to ground work shall not be required to perform disciplinary duties involving a bargaining unit member.
- X. **Commencement** - Maternity leave shall commence on the date specified by the Employee.
- X. **Termination** - Maternity leave shall end ninety (90) calendar days following a termination of pregnancy unless the Employee requests to use the full seventeen (17) weeks.

**X.X.** Notwithstanding Article X, a maternity leave may end at an earlier date if so requested in writing by the Employee, provided, however, that if the requested end date is less than six (6) weeks following the termination of pregnancy, the Employee must submit a medical certificate to certify that the resumption of flying does not constitute a danger to her health.

**X. Parental** - Employees shall be entitled to an unpaid parental leave which shall be in accordance with the *Canada Labour Code* unless otherwise specified below.

**X. Duration** — The duration of parental leave shall be as specified by Employees but no greater than thirty-seven (37) weeks.

**X.X.** If two (2) Employees are involved, the aggregate amount of leave which may be taken shall be no greater than thirty-seven (37) weeks.

**X.** Upon request, parental leave may be shared by among parents who are both Employees, provided, however, that such sharing is taken in periods of no less than fourteen (14) calendar days.

**X.X.** Notwithstanding the provision of Article X, in the case of adoption the period of leave shall be up to thirty seven (37) weeks or such greater amount as required in order to comply with the legal requirements of the province in which the Employee resides or the province in which the child is adopted.

**X. Commencement** - Parental leave shall commence in accordance with the following and the Employee's election:

**X.X. Female Employee**

The leave shall commence on the:

- (a) expiration of a leave of absence taken by her under the provisions of Article X [maternity];
- (b) day the child is born; or
- (c) day the child comes into her actual care and custody.

### **X.X. Male Employee**

The leave shall commence on the:

- (a) expiration of a leave of absence taken by a female employee under the provisions of Article X maternity];
- (b) day the child is born; or
- (c) day the child comes into his actual care and custody.

- X.** Employees shall be responsible for providing as much written notice to the Company as possible concerning the approximate start and end dates of the leave.
- X.** Employees may request that all vacation and eligible general holidays scheduled within the period of their maternity or parental leave be taken either at the commencement or immediately following the end such leaves. Where the vacation year is still in progress, Employees may request to take their vacation in an open vacation period. Requests made pursuant to this Article must be made prior to the commencement of the leaves.
- X. Duration Of maternity parental leaves** - The aggregate amount of maternity and parental leaves that may be taken by one or two Employees in respect of the same birth or adoption shall not exceed fifty two (52) weeks.
- X. Leave of absence extensions** - A leave of absence may be extended by the Company on receipt of a written request from an Employee where the requirements of the operation permit.
- X. Seniority** - Employees shall retain and accrue seniority while on a leave of absence provided by this Article.
- X. Reinstatement** - Employees shall be reinstated to their classification at their base upon the termination of a leave of absence provided by this Article.
- X. Return to line duty** - Employees shall be returned to line duty after their reinstatement provided they have been declared fit for flight duty by the Company Medical Officer and are qualified in every respect.
- X. Bereavement leave** - When a death occurs in the immediate family of an Employee and the Employee attends the funeral, handles estate matters, or is involved in some other way, time off may be authorized by local Base Management to a maximum of three (3) days immediately following the day of death.
- X.X.** A fourth (4<sup>th</sup>) unpaid day off may be authorized if the Employee is required to travel outside the province.

**X.X.** "Immediate Family" means the spouse of the Employee and the following relatives of either the Employee or spouse: son, daughter, parent, grandparent, sister, brother, or other relative residing with the Employee.

**X.** In unusual circumstances where the deceased is not a member of the immediate family (e.g. a guardian), time off may be approved by local Base Management.

**X. Compassionate care** — Employees who, as the result of an unforeseen event or emergency relating to the care or health of an immediate family member, may request an unpaid leave of absence. The Employee shall initiate the request with his or her Base Manager or designate as soon as possible and specify the expected duration of the leave. A request for a leave of absence will not be unreasonably denied.

**X.X.** "Immediate Family" means the spouse (including common-law spouse), and children of the Employee and spouse, parents of the Employee and spouse, grandparents of the Employee and spouse, grandchildren of the Employee and spouse, brothers and sisters of the Employee and spouse, or other relative residing with the Employee.

**X. Requirement to Testify** — Employees will be compensated by the Company for the actual loss of salary when appearing as a witness before any court, board, commission or administrative tribunal to testify on any matter related to their work or employment with the Company.

**NOTE:** Witness means a person called by subpoena as a witness to testify under oath or affirmation before one of the above-mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.

On receipt of payment from a court for such duties, Employees must provide the Company with a statement from the court indicating payment received for each day or part day served (excluding monies allowed by the court specifically for meals, travel or other such expenses).

The Employee's subsequent pay cheque will be reduced by an amount equal to that received from the court (excluding monies allowed by the court specifically for meals, travel or other such expenses).

**X. Domestic violence** — Upon adequate verification from a recognized professional (i.e. doctor, attorney, registered counsellor), Employees absent from work by reason of a personal abusive or violent situation will not be subject to discipline. Absences which are not covered by sick leave or disability benefits will be reflected as absent with permission for a maximum of thirty (30) days.

## ARTICLE 17 - PROBATION

- X. Employees shall serve a probationary period of six (6) months duration commencing with the date of their initial assignment to line duty. Notwithstanding the above, the Company and the Union, may agree to extend the probationary period by up to three (3) months.
- X. If Employees are absent from normal flying duties in excess of seven (7) consecutive days during their probationary period, the Company may extend their probationary period by an equivalent number of days.
- X. The Company reserves the sole right to make any decisions with respect to the discharge, discipline or retention of an Employee during the probationary period.
- X. The provisions of Article [XX] - Discipline and Discharge - shall be applicable to Employees during their probationary period.
- X. Employees hired for a specific duration of time and who have been released prior to having successfully completed their full probationary period may be subject, upon return to the Company, to an additional probationary period as follows: the greater of three (3) months or the time required to complete the six (6) months.

## ARTICLE 18 - MEDICAL REVIEW PROCEDURE

- X. **Medical Review Procedure** — Where the Company Medical Officer makes a declaration regarding the fitness for flight duty of an Employee, the Employee may, if his or her medical professional disagrees with the declaration of the Company Medical Officer, initiate the medical review procedure within thirty (30) calendar days of receipt of this declaration by so notifying, in writing, his or her Manager or designate. The Company and Employee shall agree to the appointment of an independent assessor to undertake a further examination, and furnish a written report. The cost of this examination is to be shared between the Company and Employee.
- X. This procedure shall be expedited by all parties to the extent possible.
- X. Where an Employee originally declared unfit for flight duty by the Company Medical Officer is subsequently declared fit for duty under this procedure, he or she shall be treated as having been fit for duty since the initial declaration, and made whole.

**ARTICLE 19 – GRIEVANCE PROCEDURE**

- X. If an Employee has a complaint, he or she may discuss the matter with a management representative with a view to resolving it.
- X. If the Employee fails to resolve the matter pursuant to Article X, or if he or she elects to bypass the provisions of this Article, he or she may ask a Union representative to enter into formal discussions with a management representative on his or her behalf with a view to resolving it before filing a Grievance.
- X. Once the discussions contemplated by Articles X and X have taken place and the matter remains unresolved, a Grievance may be initiated by the Union.
  - X.X. A Grievance shall be filed within fifteen (15) days of the last discussion with a management representative pursuant to Article X.
  - X.X. An individual or group Grievance shall be considered a Level I Grievance and shall be addressed to the Base Manager.
  - X.X. A policy Grievance or termination shall be considered a Level II Grievance and shall be addressed to Labour Relations or its designate.
- X. A Grievance shall only be heard at one level.
- X. The parties shall hold a Level I or II hearing, as the case may be, within thirty (30) days of a Grievance being filed. If the Union makes no attempt to schedule a hearing within this time period, the Grievance shall be deemed to be dismissed without prejudice or precedent.
- X. If despite reasonable efforts to schedule a hearing, none is held within 45 days of a grievance being filed, the grievance may be moved forward to Arbitration.
- X. The Company shall render a Level I or II decision within fifteen (15) days of the Level I or Level II hearing failing which the Grievance will be deemed to have succeeded without prejudice or precedent.
- X. The time limits provided by this Article may be extended by mutual agreement.



**ARTICLE 20 - DISCIPLINE AND DISCHARGE**

- X. No Employee shall be disciplined or discharged except for just cause.
- X. Where disciplinary or discharge action is contemplated, the Employee may be held out-of-service with pay for not more than seven (7) consecutive calendar days in order to conduct a thorough investigation.
- X. During an interview between the Company and the Employee where disciplinary action is contemplated, or where a performance meeting is held, the Employee may request the presence of a Union representative. If practicable, the Company shall provide the Employee with reasonable prior notice of the interview in writing informing the Employee of the alleged misdemeanour(s) and of his or her right to have a Union representative present. The Company will also, if practicable, notify the Union's Local Base President of the interview via e-mail.
- X. Before the interview begins, the Company will ensure that the Employee is aware of the nature of the alleged misdemeanour(s). The Company will permit the Employee, should he or she so choose, a reasonable period of time to speak to a Union representative before the interview begins. Once the interview begins, the Company will provide a copy of any documentation, which may be redacted to exclude personal information, for the Employee and Union's immediate review.
- X. Where disciplinary or discharge action is contemplated, the Employee shall be so informed prior to formal action being taken unless reasonable efforts to contact the Employee are unsuccessful.
- X. Where disciplinary action is considered necessary, the Employee will be advised in writing of such disciplinary action, the reasons for the disciplinary action, and of his or her right to appeal by filing a Grievance pursuant to Article X. Such notice will be copied to the local Union President and the Component President at the Union Headquarters level.

**ARTICLE 21 - ARBITRATION**

- X. If the Grievance remains unresolved following the Level I or II hearing, it may be referred to arbitration by either party. The party electing arbitration shall serve notice of intent to arbitrate within thirty (30) days of the Level I or II decision failing which the Grievance shall be deemed to be dismissed without prejudice or precedent.

- X. The parties shall select, by mutual agreement, an Arbitrator to hear a Grievance. If the parties cannot agree on which Arbitrator is to hear a matter, one shall be appointed by the Minister of Labour.
- X. Examinations-in-chief will be replaced by a written statement, to be exchanged prior to the hearing, from each witness unless otherwise agreed or the Arbitrator permits. Cross-examination and reply evidence will proceed in the traditional manner.
- X. The parties will each supply the Arbitrator with a brief which sets out, in a concise matter, the basis of the Grievance, the basis of the denial, the facts, the documents that it intends to rely upon, submissions and witness statements. Authorities may also be included.
- X. The Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement.
- X. The Arbitrator shall establish his or her own procedure consistent with the requirements of natural justice.
- X. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- X. A decision of the Arbitrator shall be final and binding on the Union, the Company and any Employee involved.
- X. All costs relative to the Arbitrator and the arbitration shall be divided equally between the parties.

## **ARTICLE 22 - LAYOFF AND RECALL**

- X. **Layoff and Recall** — Date of service shall govern all Employees for layoff and recall purposes.
- X. Employees shall begin to accrue service with the date of report to initial training.
- X. Upon graduation from initial training, the order of service shall be determined by lot.
- X. In the event of a layoff at a base, the junior Employee shall be laid-off.

- X. An Employee on lay-off shall be eligible for recall in the twenty-four (24) months following their date of lay-off. If not recalled within this period, the Employee will be terminated.
- X. In the event an Employee refuses recall, he or she will be considered to have resigned without notice.

## **ARTICLE 23 - GENERAL**

- X. **Interpretation** - Unless otherwise stated, when used in this Agreement, the masculine shall include the feminine and the singular shall include the plural.
- X. **Saving Clause** - Where the provisions of this Agreement are at variance with the Company policy, this Agreement shall prevail.
- X. **Orders in Writing** - All orders to Employees involving a change in location or assignment, promotion, demotion, dismissal, layoff, disciplinary action and leave of absence shall be stated in writing.
- X. **Personal File** - The Company shall maintain a personal file for Employees with a section containing all documents related to their employment performance. Upon request, Employees may review this section of their personal file with a local management representative.
- X. Disciplinary correspondence shall remain on the Employee's personal file for a period of two (2) years.
- X. If the discipline is modified through either the appeal or arbitration procedures, that modification will be appended to the Employee's personal file unless such decision is to exonerate the employee, in which case all correspondence will be removed.
- X. Provided that no subsequent correspondence of a disciplinary nature is added to the Employee's personal file in the two (2) year period, all disciplinary correspondence will be deleted from the personal file.
- X. In the event subsequent disciplinary correspondence is placed on Employee's personal file, the previous disciplinary correspondence shall remain on the personal file until the expiry date of the subsequent correspondence, or until such time the two (2) year period has expired, whichever is later.
- X. When correspondence of a disciplinary nature is removed from the Employee's personal file, the circumstances that led to the discipline shall not be referred to in relation to any subsequent disciplinary action.
- X. **Severance Pay** — Employees shall be entitled to severance pay in accordance with the *Canada Labour Code*.

- X. **Language and Printing of Agreement** — The Agreement shall be published in both English and French, and both versions shall have equal application. In the event of conflicting translation or interpretation, the version in which a clause was negotiated shall govern.
- X. The Agreement will be printed in both French and English and the cost will be shared equally between the Company and the Union. The booklet form shall be subject to mutual agreement between the Union and the Company.
- X. On written request by the Union, the Company will supply the Agreement in electronic form.
- X. **Luggage** — The Company will supply Employees with luggage to be used for work. The type of luggage, repair and replacement will be in accordance with Company policy.
- X. **Hostage/Internment** — Employees who, while engaged in Company business, become or are reported interned or missing, or are held hostage, shall be paid their regular salary, which shall be the greater of their average monthly salary over the preceding three (3) month period or seventy-five (75) hours calculated at their hourly rate of pay. This monthly compensation shall be credited to an Employee's account and shall be disbursed in accordance with a written directive from the Employee on a form to be mutually agreed upon between the Company and the Union.
- X. Employees shall not lose any pay as a result of the unlawful seizure of any aircraft to which they were assigned on either an operational or deadhead basis.
- X. **Rest facilities** — Where hotel accommodation is provided during a layover, the Company will make best efforts to provide single accommodation.
- X. Air Canada rouge will ensure that accommodation in Las Vegas will be provided at the same rest facility as Air Canada rouge pilots. For other destinations where a potential future issue may arise, Air Canada rouge undertakes to enter into discussions with the Union to resolve the matter.
- X. On request, operating crew on an airport stopover of five (5) hours or more, shall, where practicable and available, be provided with a shared rest facility within close proximity of the airport.

#### **ARTICLE 24 - UNION NOTICES, DUES**

- X. **Union Notices** - The Union may post notices of meetings upon the regular Company bulletin boards wherever Union members are based.

- X. **Union Dues - Check Off** - The Company shall deduct on the payroll, for the first period of each month from wages due and payable to Employees coming within the scope of this Agreement, an amount equivalent to monthly dues in such amount as may be decided by the Union from time to time subject to the conditions set forth hereunder.
  
- X Deductions shall commence on the payroll for the calendar month following assignment to line duty.
  
- X. If the wages of an Employee payable on the payroll for any month are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such Employee by the Company in such month. The Company shall not, because the Employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages any dues not deducted in an earlier month.
  
- X. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deducting for provident funds shall be made from wages prior to the deduction of dues.
  
- X. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company, not later than thirty (30) calendar days following the pay period in which the deductions are made.
  
- X. The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. Where an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
  
- X. The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party within fifteen (15) calendar days notice in writing.
  
- X. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost

of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

**X. Information for Union** - The Company shall provide the Union the following information

**X. Address Lists**

**X.** The Company will provide the Union with a Flight Attendant address list upon hire (commencement of service), and an updated list annually thereafter.

**X. Employee Introduction to Union**

**X. Initial Training** — The Company shall allow the Union the opportunity to meet with Employees during the initial training period, at a mutually agreeable time, to provide a presentation on the Agreement and the Union's structure, role and requirements.

#### **Union Representation**

**X.** If the Employee requests the presence of a Union representative at a Company-initiated meeting which requires the presence of such a representative (i.e. performance and investigatory meetings), or the Union is required at a Level I or II hearings, or Grievance Mediation/Arbitration, the Company shall provide one (1) paid Union release.

**X.** If the Company requests the presence of a Union representative at a meeting, it shall arrange for a paid release for that day. If the Union representative is on a day off, he or she shall be credited with the greater of a minimum of three (3) hours pay or the duration of the meeting at their regular rate of pay.

**X.** An Employee called in to attend a meeting with the Company on a day off shall be credited three (3) hours pay at their regular rate of pay.

**X.** Air Canada rouge will provide a yearly bank of three thousand (3000) hours, calculated at their current rate of pay, plus lead premium for the purposes of Union business. There will be a minimum of two (2) union officers released at any time. All other releases will be subject to operational requirements. Unused hours will not carry over to the following year.

**X.** Union Airport Office –Air Canada rouge shall provide the Union with one office space in the Toronto (YYZ) airport terminal within close proximity to the employee crew room and where the majority of

Air Canada rouge's operations are based for the Local Union. Air Canada rouge shall bear the cost of this office space.

**ARTICLE 25 – ISSUE RESOLUTION MEETINGS**

- X. **Issue resolution meetings** - The Union and the Company agree to meet on quarterly basis to address miscellaneous issues to attempt to find mutually satisfactory solutions to matter of concern to Employees. The Company shall pay the Local President and two (2) designated Union representatives a minimum of four (4) hours of flying credits to attend these meetings
  
- X. **Safety and Health Committees** - The Union and the Company agree to promote safe practices to ensure the safety and health of employees, and to establish safety and health committees, in accordance with Part II of the *Canada Labour Code*.

**ARTICLE 26 - HUMAN RIGHTS**

- X. No Employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, disability, sexual orientation or political affiliation. The Company further commits that no Employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in, or activity on behalf of the Union.

**ARTICLE 27 - WORKERS COMPENSATION TRIBUNAL**

- X. The Company agrees to the following procedures and pay formula with respect to Employees who are required to appear in front of Workers' Compensation Tribunals.
  
- X. Employees who are notified by the Tribunal of their appointed date prior to the bid deadline for the month in which they are to appear are expected to bid accordingly in order to ensure that they are off on that date. If not on a scheduled day off on their appointed date, Employees will, at their request, be granted a personal leave of absence without pay to ensure adequate time off and the monthly pay guarantee will not apply for that month. Employees are also expected to arrange for a trip exchange if possible to provide the necessary time off.
  
- X. If Employees are notified by the Tribunal of their appointed date after the bid deadline for the month in which they are to appear, then they will be removed from the applicable flights in order to attend the Tribunal appointment. The removal will be subject to pay protection for

the flights involved and Employees will be subject to reassignment on the days they are scheduled to work except for the day of the appointment.

**ARTICLE 28 - PERSONAL INFORMATION**

- X. Company and Union representatives shall not disclose the personal information of Employees that they have collected unless authorized to do so by an Employee or compelled to do so by law.

**ARTICLE 29 - REPORTING HOURS OF WORK FOR THE PURPOSES OF EI RECORDS OF EMPLOYMENT**

- X. Based on an analysis of the collective agreement, work rules and the pay credit system, the parties agree that this Article is intended to fulfill the reporting requirements of Section 10.(1) of the *Employment Act Regulations* to provide evidence of the hours worked by Employees for which they have been remunerated.
  
- X. The parties agree that the formulas provided in this Article are necessary because:
  - a) The current Air Canada pay system, which is based upon a monthly pay guarantee and associated pay credits does not make it feasible to report all Employee hours of work for which there has been remuneration; and
  
  - b) The current Air Canada pay system is a longstanding compensation structure designed to deal with extremely complex work rules. The existing pay and operational tracking systems which are based on industry-wide systems were never intended nor designed to report all hours worked covered by this type of pay system.
  
- X. As a result, and in order to report insurable hours on EI Records of Employment for Employees, the parties agree that the following formulas will be used:
  - a) All flight credit hours (regardless of rate of Pay) times a factor of 2.0 reflecting on average, the sum of duty periods hours operated and paid, plus hours of work paid through the monthly pay guarantee. For the purposes of this determination, Average Earnings credits applied to Reserve Sick credits will be converted at 1 day equals 175 minutes.

Example: 70 hours paid at full rate, plus 4 hours paid at half rate of pay, will result in 74 recognized hours times 2.0, equalling 148 hours.



- b) Employees on special assignment ground duties, (other than Maternity / Alternate) will be credited at 5 hours per calendar day in the block month.

Example: In a 30 day block month, 5 hours x 30 equals 150 hours.

- c) Maternity / Alternate assignments will be credited with the actual hours worked.

**ARTICLE 30 - INTRODUCTION OF NEW AIRCRAFT FOR LONG-RANGE FLIGHT LEGS**

- X. In the event that *new* aircraft types are introduced to fly long-range flight legs (greater than or equal to twelve hours forty-five minutes (12:45)) during the term of the Agreement, negotiations may be opened to resolve onboard crew rest and hours of work for such equipment.
- X. The service procedures, galley design, emergency equipment and crew facilities related to the duties of Flight Attendants will be reviewed with the Union prior to implementation.

**ARTICLE 31 – LAST SOLD SEATS AND CREW REST**

- X. On all flights, Air Canada rouge will undertake to ensure that a certain bank of economy seats are held as “last sold” for the purpose of crew breaks on all aircraft. These designated economy seats will be made available to revenue passengers or contingent passengers only after all other seats in economy have been filled. The number and location of this bank of seats will be determined by Air Canada rouge.
- X. On all aircraft operating flights which have a scheduled block to block flight time of greater than 8:00 hours but less than 12:45 hours, the last sold seats or a crew rest unit may be for crew rest purposes. Cabin Personnel may sleep in last sold seats or crew rest unit for a maximum of one (1) hour per crew member. The use of these seats to sleep shall not in any way interfere with cabin service.

**AIR CANADA ROUGE LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, AIR CANADA COMPONENT  
(THE "UNION")**

**-AND-**

**AIR CANADA ROUGE  
(THE "EMPLOYER")**

**WHEREAS the Union and the Employer (the "Parties") are parties to a Supplemental Agreement which expired on March 31, 2015 ("LOU XX");**

**WHEREAS in the course of the negotiations for the renewal of LOU XX, the Parties have discussed improvements to the discipline and grievance processes;**

**WHEREAS as a result of their discussions, the Parties have agreed to implement revised discipline and grievance processes on a trial period basis;**

**AND WHEREAS the Parties wish to enter into the present Letter of Understanding (the "Agreement") to reflect their agreement on the manner in which the discipline and grievance processes will operate during the trial period;**

**NOW THEREFORE, the Parties agree as follows:**

- 1. The preamble shall form an integral part of this Agreement.**
- A. Union-Employer Labour Relations Meetings**
- 2. Upon the ratification of LOU XX, the Parties will schedule monthly Union-Employer Labour Relations meetings ("LR Meetings") to discuss issues affecting Employees or the workplace, with the ultimate objective of maintaining positive labour relations.**
- 3. A maximum of four (4) representatives for each Party may attend an LR Meeting unless otherwise agreed.**
- 4. The Parties will exchange agenda items one week prior to any LR Meeting date. An issue for which a grievance has been filed will not be discussed in this forum but, rather, through the grievance procedure discussed below, unless otherwise agreed.**

5. In order to ensure full and open discussions, the Parties agree that LR Meetings will proceed on a without prejudice basis unless otherwise agreed.
6. A monthly LR Meeting may be rescheduled upon agreement of the Parties.

**B. Discipline and Discharge**

7. Where, following an investigation, an Employee has been found to have committed an infraction for which discipline, other than immediate suspension pending discharge, would normally be imposed, a meeting will take place with the Employee's Manager to review the manner in which his/her performance did not comply with Air Canada rouge policy or otherwise was unacceptable. No discipline will be imposed at this time and the Employee will be reminded of the Employer's expectations and provided with an opportunity to correct his/her performance.
8. The Employee will be reminded of applicable policy and provided with an explanation of the manner in which his/her conduct did not conform to such policy. The Employee and his/her Manager will discuss whether any additional coaching or training is required to improve the Employee's performance.
9. The process outlined in paragraphs 7 and 8 will not apply to subsequent infractions if the Employee has failed to correct his/her performance and discipline may be imposed.
10. Disciplinary correspondence will remain on an Employee's personal file for a period of eighteen (18) months after which time it will be removed provided that no subsequent disciplinary correspondence is added within this period.
11. In the event subsequent disciplinary correspondence is placed on the Employee's personal file within the period set out in paragraph 11 above, the previous disciplinary correspondence will remain on the personal file until the expiry date of the subsequent correspondence.

**C. Grievance Procedure**

12. If an Employee or the Union has a complaint, he or she, or the Union, will discuss the matter with a management representative, with a view to resolving it, within fifteen (15) days of the act causing the complaint, or of the knowledge of the complaint, whichever occurs later.
13. Once the discussions contemplated in paragraph 13 have taken place and the complaint remains unresolved, a grievance may be initiated by the Union within fifteen (15) days of the last discussion with a management representative. When filed, grievances will be categorized as follows:
  - a. An individual or group grievance will be considered a Level I grievance and addressed to the Base Manager or his or her Designate;

- b. A policy grievance or termination will be considered a Level II grievance and addressed to the Director, Labour Relations, or his or her Designate.

14. Level I grievance: a Level I grievance will be submitted, in writing, and signed by the Union, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Upon receipt of a Level I grievance by the Employer, the parties will schedule a hearing within thirty (30) days and the Employer will render a Level I decision within fifteen (15) days of the hearing.

15. If the grievance is not satisfactorily resolved at Level I, or the Employer fails to render a Level I decision within fifteen (15) days of the hearing, the Union may forward the grievance to Level II.

16. Level II grievance: a Level II grievance will be submitted, in writing, and signed by the Union, and will indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Upon receipt of a Level II grievance by the Employer, the Parties will schedule a hearing within thirty (30) days and the Employer will render a Level II decision within fifteen (15) days of the hearing.

17. If the grievance is not satisfactorily resolved at Level II, or the Employer fails to render a Level II decision within fifteen (15) days of the hearing, the Union may forward the grievance to a quarterly grievance review session.

**D. Quarterly Grievance Review Session**

18. The Parties will, on an annual basis, schedule quarterly grievance review sessions.

19. If a Level I or II grievance remains unresolved following a Level II hearing, the Union may refer it to a quarterly grievance review session by advising the Employer within thirty (30) days of the Level II decision, failing which the grievance shall be deemed to be dismissed without prejudice or precedent.

20. The agenda for a quarterly grievance review session will be agreed to by both parties thirty (30) days prior to that date.

21. During a quarterly grievance review session, the Parties will attempt to resolve outstanding grievances without recourse to arbitration. Resolutions will be on without prejudice and precedent bases unless otherwise agreed.

22. If the grievance is not satisfactorily resolved at a quarterly grievance review session, it may be referred to arbitration pursuant to Article 21 of LOU XX. Referral shall be made within thirty (30) days of a quarterly grievance review session failing which the grievance shall be deemed to have been withdrawn.

**E. Trial Period**

23. This Agreement will be implemented on a trial period basis for a duration of two (2) years from the ratification of LOU XX.

24. Within ninety (90) days of the trial period's end, the Parties will meet to discuss the renewal of this Agreement. If no agreement on renewal is reached prior to end of the trial period, the terms of LOU XX will apply.

**F. Miscellaneous**

25. The time-limits provided in this Agreement may be extended by mutual agreement of the Parties.

26. This Agreement may not be modified, in whole or in part, except by mutual agreement of the Parties in writing.

27. The following provisions of LOU XX will be suspended for the duration of this Agreement:

- a. Grievance Procedure (Article 19);
- b. Issue Resolution Meetings (Article 25);
- c. Disciplinary Correspondence (Article 23).

28. All other provisions of LOU XX not varied or otherwise contradicted by this Agreement will remain in full force and effect.

October 18, 2015

Mr. Michel Cournoyer  
President  
Air Canada Component of CUPE  
25 Belfield Road  
Etobicoke, ON  
M9W 1E8

**Re: Pairing Review**

---

Dear Michel,  
Further to our discussions for the renewal of LOU XX, Air Canada rouge agrees to review any pairing that raises fatigue issues.

Yours truly,

Michael Abbott  
Managing Director, Labour Relations

October 18, 2015

Mr. Michel Cournoyer  
President  
Air Canada Component of CUPE  
25 Belfield Road  
Etobicoke, ON  
M9W 1E8

**Re: Parking**

---

Dear Michel,

Further to our discussions for the renewal of LOU XX, Air Canada rouge agrees to make best efforts to negotiate reduced parking rates for Employees outside the airport (e.g. Park 'N Fly).

Yours truly,

Michael Abbott  
Managing Director, Labour Relations

October 18, 2015

Mr. Michel Cournoyer  
President  
Air Canada Component of CUPE  
25 Belfield Road  
Etobicoke, ON  
M9W 1E8

**Re: Part II of the *Canada Labour Code* - Health & Safety Committees**

---

Dear Michel,

The present will confirm that Air Canada rouge will, for the term of LOU XX effective April 1, 2015, provide the Air Canada Component of CUPE with an annual bank of twelve hundred (1,200) hours to perform the work of the health and safety committees provided by, and in accordance with, Part II of the *Canada Labour Code*. The number of Employees on release at any one time will be subject to operational requirements but requests will not be unreasonably denied by Air Canada rouge.

It is further agreed that the management representatives sitting on the various Part II committees will be representatives of Air Canada rouge.

Yours truly,

Michael Abbott  
Managing Director, Labour Relations



October 18, 2015

Mr. Michel Cournoyer  
President  
Air Canada Component of CUPE  
25 Belfield Road  
Etobicoke, ON M9W 1E8

**Re: Air Canada rouge – Move Up**

---

Dear Michel,

The parties have concluded a Letter of Understanding (“LOU”), yet to be numbered, which outlines the conditions under which Air Canada mainline employees may flow-through to Air Canada rouge and vice-versa (“Flow-Through LOU”). The Flow-Through LOU provides, at LX.09, that employees must pass all required training and meet all qualifications, including language qualifications, for the position at the Receiving Company prior to the transfer.

The present will confirm that conditional on the ratification of LOU XX, and notwithstanding LX.09, Air Canada will provide unilingual Air Canada rouge employees on the payroll on the ratification date with the one-time ability to flow-through to its mainline YYZ base subject to the terms and conditions outlined in the Flow-Through LOU. For greater clarity, no flow-through will be permitted to the Vancouver or Montreal bases for unilingual Employees.

Language qualifications will apply to subsequent flow-through between both airlines. Put another way, once at mainline, if when unilingual rouge crew subsequently decide to return to rouge in accordance with the Flow-Through LOU, any future flow-through to Air Canada mainline will be subject to the language qualifications in LX.09.

Yours truly,

Michael Abbott  
Managing Director, Labour Relations

October 16, 2015

Mr. Michel Cournoyer  
President  
Air Canada Component of CUPE  
25 Belfield Road  
Etobicoke, ON M9W 1E8

**Re: Air Canada rouge – Uniform Policy**

---

Dear Michel,

The present will confirm that effective with the ratification of LOU XX, the uniform policy of Air Canada rouge will be amended to reflect the following:

**1) Headbands and hats**

The wearing of headbands and hats by Air Canada rouge crew will be optional.

**2) Shoes**

By July 1, 2016, Air Canada rouge will phase out the requirement for rouge crew to wear the Fluevog shoes. In their place, Air Canada rouge will identify a selection of possible replacement shoe options. Air Canada rouge agrees to consult with the Union prior to selecting the replacement shoes. The union will have the opportunity to select employees who will be designated to test all potential footwear options.

In accordance with Article X of LOU XX, Air Canada rouge will cover the full cost of the initial shoe allocation. Replacement costs will be shared equally between Air Canada rouge and the Employee.

**3) Grooming Standards**

The mandatory application of makeup will now be optional. For women, conservative makeup may be worn and should be compatible with skin colour and appropriate for day time business wear. Air Canada rouge may continue to provide optional guidelines.

Hair must be clean, conservative, well groomed, and styled in accordance with the Air Canada rouge Look Book with the exception of the headband requirement. Air Canada rouge may continue to provide optional guidelines.



Yours truly,

Michael Abbott  
Managing Director, Labour Relations