

# COLLECTIVE AGREEMENT

BETWEEN :

PERIMETER AVIATION LP



(hereinafter referred to as the "Company")

AND

UNIFOR and its LOCAL 2002



(hereinafter referred to as the "Union")

**FLIGHT ATTENDANTS**

Effective: June 23, 2023 – June 22, 2026



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## **PREAMBLE**

This Agreement (the "Agreement") is entered into between Perimeter Aviation LP (the "Company") and Unifor and its Local 2002 (the "Union").

The Company, the Union and the Flight Attendants represented by the Union recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company, the Union and the Flight Attendants must always recognize the objectives of promoting the safety of air transportation, the efficiency of flight operations and the high quality of customer service. The Company and the Union further recognize that the maintenance of a spirit of cooperation in compliance with the terms set forth herein is desirable. In addition, the Company and the Union wish to advance the corporate goals of the Company together with the individual goals of the Flight Attendants as represented by the Union and to do such things as may be reasonably required to promote safe, efficient and productive operations.

Flight Attendants will keep uppermost in their minds that the safe, efficient and comfortable operation of the equipment assigned to them and the safety, comfort and well-being of the customers who entrust their lives and property to the Company and its Flight Attendants are their first and greatest priority. Flight Attendants will at all times conduct themselves, both on duty and off, so as to instill and merit the confidence and respect of customers, the Company and their fellow employees.

## **OBLIGATIONS**

During the term of this Agreement, the Company and the Union undertake to comply fully with the procedures set out in this Agreement and the Canada Labour Code with respect to the peaceful settlement of disputes. The Company and the Union agree to abide by the Canada Labour Code with respect to strikes and lock-outs.

There shall be no discrimination or harassment on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Union or participation in Union functions and activities, nor for the proper exercise of a Flight Attendant's rights, responsibilities, and obligations under the Canadian Aviation Regulations (CARs).

## SECTION 1. – SCOPE

### 1.1. Definitions

**Assignment** shall mean any Pairing(s), Training, Deadheading, ferrying, meetings, courses or any other duties required by the Company.

**Base** shall mean a specific airport, as designated by the Company, from which a Flight Attendant or group of Flight Attendants operate scheduled or non-scheduled flights.

**Block** shall mean one or more consecutive scheduled Assignments for a Flight Attendant on a monthly schedule.

**Business Day** shall mean Monday to Friday, excluding statutory holidays as set out in section 8.4 (Statutory Holidays) of this Agreement.

**Calendar Day** shall mean a twenty-four (24) hour period from midnight to midnight.

**Calendar Month** shall mean any month as designated on a North American calendar (i.e. each of January through to December).

**Calendar Week** shall mean the period from 12:00 a.m. Sunday to 11:59 p.m. Saturday.

**Charter** shall mean any revenue flying, Assignments, or extra sections not listed in any published passenger schedules.

**Day of Pay** shall mean: Annual Salary divided by 210 (210/26 pay periods = 8.08 days per pay period)

**Day Off** shall mean a Calendar Day on which the Flight Attendant is not scheduled for any duty of any nature.

**Deadheading** shall mean the positioning of a non-operating Flight Attendant from one location to another at Company request.

**Duty Day** shall mean the period of time commencing at the Company's required reporting time and continuing until the expiry of the Maximum Duty Day.

**Duty Hours** shall mean those hours worked by a Flight Attendant during a duty period, excluding hours spent in attendance at Company meetings on a day off.

**Duty Period** shall mean the period of time commencing at the Company's reporting time and continuing until the time of release by the Company.

**Full Time Flight Attendant** shall mean a Flight Attendant who is scheduled to work 210 days per Year

**Furlough** shall mean any period of involuntary unpaid absence as directed by the Company.

**Layover** shall mean the time between flight duty end and flight duty start at an away Base.

**Line Indoctrination** shall mean on the job Training of a Flight Attendant who is qualified on the aircraft type being flown, whether required by the Canadian Aviation Regulations (CARS) or the Company, that is conducted during a Revenue Flight.

**Line Indoctrination Flight Attendant** shall mean the Flight Attendant who provides Line Indoctrination to a fellow Flight Attendant as required by the Company, the Company Operations Manual, or Transport Canada.

**Maximum Duty Day** shall mean period that commences at the later of the Company's required reporting time and the time the Flight Attendant reports and that concludes upon the expiry of **the time outlined in section 4.1.10.**

**Pairing** shall mean an arranged schedule of flights constituting one or more Duty Periods, as assigned by the Company, commencing from the time a Flight Attendant leaves home Base until the first time the Flight Attendant returns to their home Base.

**Part Time Flight Attendant** shall mean a Flight Attendant who is scheduled to work 105 days per Year as a Full Time Flight Attendant

**Permanent Position** shall mean a Flight Attendant position of at least six (6) Calendar Months duration.

**Probationary Period** shall mean the assessment period for a Flight Attendant following their most recent date of hire prior to them being considered a regular employee.

**Released** shall mean the time when a Flight Attendant is relieved from all duty by the Company.

**Rest Period** shall mean a period of time spent on the ground during which a Flight Attendant is relieved of all duty associated with the Company, which period shall commence twenty (20) minutes after the last passenger exits the aircraft.

**Revenue Flight** shall mean a flight involving the transportation of passengers, cargo or freight for which the Company is paid by a third party.

**Reserve Flight Attendant** shall mean a Flight Attendant who has been scheduled by the Company to handle potential flight changes and who shall be on-call and shall report for duty when so required by the Company.

**Temporary Position** shall mean a Flight Attendant position of less than six (6) Calendar Months duration.

**Training** shall include all flights required to maintain currency or those flights conducted with the purpose of training another Flight Attendant (i.e. Line-Indoctrination) or any other upgrading of skills, whether involving flights, ground training or otherwise, that the Flight Attendant Manager deems necessary.

**Year** shall mean a complete calendar year.

**Work Day** shall mean a Calendar Day on which the Flight Attendant takes flight Assignments, undertakes Training or travels at the direction of the Company, whether scheduled or not scheduled.

## **1.2. General Scope**

- 1.2.1. Flight Attendant management may be scheduled to perform bargaining unit work up to six (6) calendar days per Calendar Month where the Company is operating five (5) or fewer aircraft in the provision of passenger services and up to eight (8) calendar days per Calendar Month where the Company is operating six (6) or more aircraft in the provision of passenger services.
- 1.2.2. The Company retains the right to enter into wet leases on a temporary basis, due to lack of suitable aircraft or Pilots or Flight Attendants, for reasons beyond the Company's control, provided that it does not do so for the purpose of furloughing Flight Attendants. The Company will consult with the Union before determining the duration of any temporary wet leases and any extensions thereto.



**1.3. Recognition**

- 1.3.1. In accordance with the certification issued May 20, 2016, by the Canada Industrial Relations Board, or as may be amended, the Company recognizes Unifor as the sole bargaining agent for the Flight Attendants in the employ of the Company, excluding Supervisors and persons above the rank of Supervisor.

**1.4. Gender**

- 1.4.1. It is the intent of the parties that the Agreement be gender neutral.

**SECTION 2. – MANAGEMENT RIGHTS**

**2.1. General**

- 2.1.1. The Union recognizes that the Company has the sole and exclusive right to determine all matters pertaining to the management of the Company, its affairs, and the direction of employees, except as otherwise specifically limited by the express provisions of this Agreement.
- 2.1.2. For greater certainty, but without limiting the generality of the foregoing, it is the Company's sole and exclusive right to hire, promote, discipline and discharge non-probationary employees for just cause and to maintain the safety and efficiency of its operations and employees. It is understood that the methods to be followed, equipment to be used, location of facilities, the stations and offices, scheduling of flights, building of crew schedules, determining of flight Assignments, the services and equipment, and the subcontracting of any of the above items are the sole and exclusive functions and responsibilities of the Company unless otherwise specified in this Agreement.
- 2.1.3. The Company acknowledges that it shall exercise its management rights fairly, in good faith and in a manner consistent with this Agreement as a whole.

## **SECTION 3. – COMPENSATION**

### **3.1. General**

- 3.1.1. Except as otherwise provided in this Agreement, Full Time Flight Attendants will be paid an annual salary, while Part Time Flight Attendants will be paid at a daily rate.
- 3.1.2. Flight Attendants who accept a flight Assignment on a scheduled Day Off will be paid at the applicable overtime rate.
- 3.1.3. Flight Attendants on a Day Off will be paid twenty-five dollars (\$25.00) for their attendance at group meetings which they are requested by the Company to attend. This constitutes compensation in full for such attendance. Flight Attendants on a Day Off will not be required to perform working duties nor required to perform working duties at such meetings. Attendance at such meetings will not be considered as time worked for the purpose of overtime or count towards the Flight Attendant's monthly work days. The Company will endeavour to schedule no more than four (4) such meetings per Year. Flight Attendants on a Day Off who choose not to attend meeting(s) will not be entitled to the twenty-five dollars (\$25.00) compensation but must, prior to its expiry date, view/read/acknowledge the video, memo, or minutes from said meeting that will be posted on Pelesys.
- 3.1.4. Flight Attendants who resign from their position with the Company and are later re-hired by the Company will resume their rate of pay as at the time of resignation; however, seniority will be governed by the provisions of this Agreement.
- 3.1.5. Flight Attendants are required to submit completed payroll time sheets to the Flight Attendant Manager or their designate by 0800 every second Sunday. Failure of a Flight Attendant to submit their time sheets by the deadline may result in the Flight Attendant having to wait until the next regular payroll to receive any monthly pay adjustment. Any changes or adjustments made to a Flight Attendant's time sheet shall be forwarded to the affected Flight Attendant no later than the issuance of the Flight Attendant's pay stub.

### **3.2. Salary Matrix**

The salaries payable to Flight Attendants shall be those set forth in the salary matrix (Schedule 1) attached hereto and forming part hereof.

- 3.2.1. All Flight Attendant salaries referred to in this section 3.2 Salary Matrix are minimum annual salaries based on working 210 days in each Year.
- 3.2.2. A flight Assignment on the monthly schedule that spans two (2) Calendar Days will be considered as two (2) workdays for the purpose of scheduling and the payment of any compensation in addition to the applicable salary.
- 3.2.3. A Flight Attendant who elects to work or is asked by the Company to work and works more than the applicable maximum number of days set forth in section 3.2.1 or more than the number of days scheduled by the Company will be provided with pay at, in addition to the applicable salary, based on the following:
- a. for each day of work equal to seven (7) hours or more worked by the Flight Attendant in addition to the maximum number of days set forth in section 3.2.1 or the number of days scheduled for the Flight Attendant by the Company, the Flight Attendant shall be paid a full day of pay at one and one-half (1.5) times the regular rate of pay for one (1) day of such work; and
  - b. for each day of work equal to less than seven (7) hours worked by the Flight Attendant in addition to the maximum number of days set forth in section 3.2.1 or the number of days scheduled for the Flight Attendant by the Company, the Flight Attendant shall be paid one-half (1/2) days of pay at one and one-half (1.5) times the regular rate of pay for one-half (1/2) day of such work.
- 3.2.4. A Flight Attendant whose duty hours exceed the standard weekly hours of work in an averaging period (i.e. 40 X number of weeks in the averaging period) will be provided with overtime pay for each duty hour that exceeds the standard weekly hours of work in the averaging period, excluding those duty hours for which the Flight Attendant has received overtime pay under section 3.2.3. For the purposes of determining the applicable overtime rate for each such duty hour:
- a. the Flight Attendant's regular hourly rate for each duty hour is equal to the Flight Attendant's annual salary/2080;
  - b. therefore, the Flight Attendant's overtime hourly rate for each duty hour worked by the Flight Attendant on any day in excess of the applicable number of days set forth in section 3.2.1 or on any day in addition to the number of days scheduled for the Flight Attendant by the Company is equal to the Flight Attendant's annual salary/2080 X 1.5; and

- c. for averaging of hours purposes only, a half-day of overtime represents five (5) hours of work and a full day of overtime represents ten (10) hours of work.

The Company and the Union have decided that the averaging period shall consist of thirteen (13) weeks.

- 3.2.5. A Duty Period will start prior to the scheduled departure time as outlined below:

- a. operating on a normal scheduled flight – 60 minutes;
- b. operating on a charter flight – 60 minutes;
- c. Deadheading – 45 minutes;
- d. Training – Required report time; or
- e. if the Company directs the Flight Attendant to perform duties prior to the applicable time set out in a), b), c) or d) above, when the Flight Attendant commences the performance of such duties.

A Duty Period will end twenty (20) minutes after **door open time** of a flight or whenever the last passenger exits the aircraft, whichever is greater.

- 3.2.6. **Part Time Flight Attendants will be paid a daily rate based on the salary matrix in schedule 1 for each calendar day scheduled for work.**

- 3.2.7. If requested by the Company, a Flight Attendant may elect to work more than the applicable number of days set forth in section 3.2.1 and will be compensated as per section 3.2.3.

- 3.2.8. A Flight Attendant who is scheduled by the Company to work less than the applicable number of days set forth in section 3.2.1 shall not have pay deducted from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.

- 3.2.9. Except as set out in section 7.3 Sick Leave or on a leave covered by the Canada Labour Code, one (1) day's pay shall be deducted from the Flight Attendant's regular salary where the Flight Attendant fails to complete an Assignment or is otherwise absent from work.

- 3.2.10. Where a flight Assignment ends on a day that is the Flight Attendant's scheduled Day Off and that follows the day on which the Assignment started, the Flight Attendant will be paid in accordance with section 3.2.3

for all duty hours worked by the Flight Attendant on their scheduled Day Off.

- 3.2.11. A Flight Attendant who **agrees to** work more than the **maximum duty day in 4.1.10** will be paid at one and one-half (1.5) times the regular rate of pay for each hour worked by the Flight Attendant beyond maximum duty day in 4.1.10.
- 3.2.12. Each Flight Attendant shall be paid **forty-five dollars (\$45.00)** per day in addition to regular salary for each day they perform Line Indoctrination. No overtime will be payable with respect to such amount. The Flight Attendant Manager shall determine which Flight Attendants may perform Line Indoctrination duties.
- 3.2.13. Each Flight Attendant shall be paid **ninety dollars (\$90)** per day in addition to regular salary for each day they perform Flight Attendant training. No overtime will be payable with respect to such amount. The Flight Attendant Manager shall determine which Flight Attendants may perform training duties.

### **3.3. Per Diems/Expenses**

- 3.3.1. Per diems are paid per hour away from home to the tenth (10th) of an hour at a rate of **\$4.50 per hour**.
  - o For example, if a Flight Attendant reports for Duty at their base on day 1, at 0630 and is released from Duty at their base on day 4, at 1636 the period would be eighty-two point one (82.1) hours. The Flight Attendant shall receive **three hundred sixty-nine and 45 cents (\$369.45)** calculated as follows (82.1 x **\$4.50**).
- 3.3.2. Per diems are currently considered as non-taxable reimbursements. Should this interpretation be changed by the Canada Revenue Agency or any competent court or tribunal, the Company will be under no obligation to reimburse Flight Attendants for any costs incurred by them as a result of the change in interpretation.

## SECTION 4. – SCHEDULING

### 4.1. General

- 4.1.1. The Company will issue the monthly Flight Attendant schedule on the twenty fifth (25th) Calendar Day of the Calendar Month prior to the Calendar Month to which such schedule relates except should the twenty fifth (25th) Calendar Day not be a Business Day, the schedule will be posted no later than the Business Day immediately before that day. Should the Calendar Month have less than thirty (30) days in the month, the Company will issue the monthly Flight Attendant schedule on the twenty third (23rd) Calendar Day of said month except should the twenty third (23rd) Calendar Day not be a Business Day, the schedule will be posted no later than the Business Day immediately before that day.
- 4.1.2. Flight Attendants will submit requests for days off to the Flight Attendant Manager or their designate via scheduling software. Flight Attendants will submit their requests by no later than 4:00 p.m. local time on the **twelfth (12th)** Calendar Day of the Calendar Month prior to the Calendar Month to which such requests relate. Where the **twelfth (12th)** Calendar Day falls within a weekend, the first Monday following the weekend (or Business Day in the case of a holiday) will be substituted in its place. The Company will, subject to the requirements and efficiency of operations, make reasonable efforts to accommodate employee requests for days off on the basis of seniority.
- 4.1.3. All trading of Work Days at the request of Flight Attendants shall require the approval of the Flight Attendant Manager or their designate, which requests will not be unreasonably denied. Such trading of Work Days shall not result in any additional cost to the Company and no overtime, extra pay, additional pay or multi-type pay shall be payable as the result of such trading of Work Days. When a Flight Attendant agrees to trade Work Days with another Flight Attendant, they are responsible for all flights that the Flight Attendant they traded with would have been responsible for during that Work Day.
- 4.1.4. The production and amendment of the schedule and crew Blocks will be the responsibility of the Flight Attendant Manager or their designate. The Company reserves the right to make changes to flights and corresponding changes to the Flight Attendant schedule when required by operational circumstances. The Company will make reasonable efforts to minimize the impact of such scheduling changes on Flight Attendants.

- 4.1.5. Dispatch shall not interrupt a Flight Attendant's minimum Rest Period prior to report by any means of communication in order to assign them duty nor will a Flight Attendant be required to contact the Company during their minimum Rest Period. The minimum Rest Period for a shift immediately following a Day Off will be considered as the **twelve (12)** hours preceding the commencement of the shift. The minimum Rest Period for a shift immediately preceding a day of work will be considered as the eleven (11) hours preceding the commencement of the shift when the Flight Attendant is on Layover and the **twelve (12)** hours preceding the commencement of the shift when the Flight Attendant is at home Base.
- 4.1.6. **Should the company contact and or interrupt the Flight Attendant by any means of communication during their rest period, the rest period will start over immediately, in accordance with the above. This is to ensure that the Flight Attendant is provided continuous rest while off duty.**
- 4.1.7. The Company may change a Flight Attendant's scheduled start time by notifying the Flight Attendant by **email or text message** of the change by no later than 8:00 p.m. on the Calendar Day prior. If the Flight Attendant does not acknowledge the message, then a voice mail will be left at the Flight Attendant's designated contact numbers of the change. If the absence of such notice prior to 8:00 p.m., any change shall be with the agreement of the Flight Attendant, except that Flight Attendants who are flying on the evening before a scheduled shift shall contact the Company's Operations Centre upon landing in order to confirm their start time and Assignment for the following Calendar Day. It is the Flight Attendant's responsibility to provide the Flight Attendant Manager or designate with the Flight Attendant's designated contact number and in no event will a Flight Attendant provide more than two (2) contact numbers.
- 4.1.8. Flight Attendants may be required by the Company to work beyond their scheduled end time, whether or not such additional work is continuous with their scheduled end time. This additional work will not result in any additional compensation to the Flight Attendant except as otherwise set out in this Agreement. The Company's Operations Centre is not required to release a Flight Attendant after the last scheduled flight if there is a reasonable expectation of additional flights commencing within the same Duty Day.
- 4.1.9. All days of work away from the Flight Attendant's Base, including travel days, will be considered a full day of work for the purpose of determining the number of Calendar Days worked by the Flight Attendant provided that

the Flight Attendant fulfills all Assignments given on that Calendar Day to them by the Company.

- 4.1.10. A Flight Attendant's duty day shall not exceed the number of hours designated in the table below based on report time and number of flight segments:**

| Average Flight Duration (minutes) | A                         | B      | C |
|-----------------------------------|---------------------------|--------|---|
|                                   | Number of Flight Segments |        |   |
| < 30                              | 1 – 11                    | -      | - |
| 30 < 50                           | 1 – 7                     | 8 – 11 | - |

|                      |                     |       |      |
|----------------------|---------------------|-------|------|
| ≥ 50                 | 1 – 4               | 5 – 6 | 7 +  |
| <b>Start of Duty</b> | <b>Maximum Duty</b> |       |      |
| 00:00 to 03:59       | 9                   | 9     | 9    |
| 04:00 to 04:59       | 10                  | 9     | 9    |
| 05:00 to 05:59       | 11                  | 10    | 9    |
| 06:00 to 06:59       | 12                  | 11    | 10   |
| 07:00 to 12:59       | 13                  | 12    | 11   |
| 13:00 to 16:59       | 12.5                | 11.5  | 10.5 |
| 17:00 to 21:59       | 12                  | 11    | 10   |
| 22:00 to 22:59       | 11                  | 10    | 9    |
| 23:00 to 23:59       | 10                  | 9     | 9    |

**Note 1: Segments/legs are stages from airport to airport.**

**Note 2: Average Flight Duration is the duty day's total flight time from door close to door open each leg divided by number of Flight Segments**

**Note 3: A Flight Attendant may work greater than the number of hours in the table with their consent and paid an hourly rate at one and one-half (1.5) times the regular salary**

**Example: A Flight Attendant reports for Flight 105 at 6am for 3 Flight Segments would be a 12 hour max duty. If another charter flight was added with 2 Flight Segments then the max duty day would then be 11 hours.**

- 4.1.11. Where a flight Assignment becomes vacant, the Company Operations Centre will, subject to the requirements and efficiency of operations of the**



Company, and the availability of Flight Attendants, consult the following chart in order to determine the appropriate Flight Attendant to fill the vacancy:

- a. Flight Attendant originally scheduled for the flight (unless otherwise assigned)
  - b. Flight Attendant scheduled for a flight but not flying, **where the highest seniority Flight Attendant available that day shall have the first right of refusal for the assignment. The most junior Flight Attendant available who was scheduled for a flight but not flying, must accept the Assignment if all senior Flight Attendants scheduled but not flying have exercised their right of refusal.**
  - c. **Reserve** Flight Attendant scheduled where the highest seniority **Reserve** Flight Attendant available that day shall have the first right of refusal for any duty. The most junior Flight Attendant on spare must accept the Assignment if all senior Spare Flight Attendants have exercised their right of refusal.
  - d. **Flight Attendant willing and available to work in order of seniority. Supervisory/Management Flight Attendants.**
- 4.1.12. In the event an overnight Charter is scheduled after monthly schedule release the Company will follow section 4.1.11 to fill the Assignment. Then, if the assigned Flight Attendant would prefer not to conduct the overnight Assignment, the Company will seek out and award the overnight(s) to volunteers who are already scheduled for those days and who are willing to accept the overnight(s). Should no Flight Attendant accept, the Flight Attendant with the lowest seniority standing will be required to do the flight(s) for the days that Flight Attendant is scheduled. The Flight Attendant is not obligated to complete the flight Assignment on a Day Off unless agreed to by the Flight Attendant as per section 3.2 Salary Matrix.
- 4.1.13. Flight Attendants shall devote their entire professional flying service to the Company and shall not engage in any other professional flying without written authorization from the Company, which authorization shall not be unreasonably withheld by the Company. A Flight Attendant who has received such authorization shall ensure that they arrive for their scheduled shifts on time and well rested.
- 4.1.14. Subject to the requirements and efficiency of operations, Flight Attendants are expected to be granted at least one weekend off in a calendar month worked regardless of seniority.

4.1.15. Each Flight Attendant will be scheduled thirteen (13) Days Off per Calendar Month, except that for the month of February, where February has:

- a. twenty-eight (28) Calendar Days, Flight Attendants will be scheduled twelve (12) Days Off; or
- b. twenty-nine (29) Calendar Days, Flight Attendants will be scheduled thirteen (13) Days Off, provided that the Company may, at its discretion, schedule a Flight Attendant twelve (12) Days Off provided the Flight Attendant is paid one (1) additional Day of Pay at the regular rate.

#### **4.2. Schedule Construction Guidelines**

4.2.1. The schedule will be constructed subject to the requirements and efficiency of operations to ensure that efficient operations of the Company are met. This will take into account availability of the Flight Attendants, their seniority and schedule preferences, while adhering to the scheduling provisions of this Agreement and ensuring the efficient operations of the Company.

**4.2.2. Flight Attendants shall bid their preferred blocks of work based on seniority. Flight Attendants will have the ability to bid both scheduled or dedicated reserve flying for the month. Should a flight attendant choose to bid dedicated reserve they may email [crew.planner@perimeter.ca](mailto:crew.planner@perimeter.ca) with their RAP preference per 4.4.4.4.2.3. Once the bid is complete should there be reserve flying still available, this will be assigned equally between eligible flight attendants. Should availability of Flight Attendants exceed amount of blocks of scheduled flying, then dedicated reserve shall be awarded in order of seniority.**

4.2.4. Where practical, requests for Days Off will be awarded according to seniority, subject to the requirements and efficiency of operations, except that vacation periods and Training will be placed on the Flight Attendant's schedule before any other Flight Attendant requests for Days Off are considered.

Flight Attendants may only ask for five (5) Days Off at a time. Once all Flight Attendants have been awarded their first group of five (5) Days Off in order of seniority, they will be awarded their second requested group of five (5) Days Off. The Days Off do not have to be taken consecutively.

Management may award a Day Off for special circumstances regardless of seniority.

- 4.2.5. Should problems arise during the scheduling process and all scheduling guidelines have been followed, the Flight Attendant Manager or their designate will meet with the Flight Attendants and/or Union to discuss how the problem may be resolved before the Company implements a resolution.
- 4.2.6. Where Flight Attendants are affected by errors in the published schedule and/or minor changes are required after the commencement of the period covered by the schedule, they will be notified by the Flight Attendant Manager or their designate of the effects.
- 4.2.7. Subject to the requirements and efficiency of operations, Part-Time Flight Attendants will make up no more than twenty percent (20%) of Flight Attendants.

### **4.3. Training**

- 4.3.1. A Flight Attendant may be assigned to Training at any time on any scheduled Work Day except as set out in section 4.3.2.
- 4.3.2. All Training days away from the Flight Attendant's Base including travel days, provided that the Flight Attendant fulfills all Assignments given to them by the Company for Training away from the Flight Attendant's Base, will be considered as a full day of work for the purpose of determining the number of days worked by the Flight Attendant.
- 4.3.3. Flight Attendants are required to report for Training with their Company uniform on hand and, in addition to the Training assigned to them, are required to perform all Non-Training Assignments assigned to them on a Training day.
- 4.3.4. All scheduled classroom or flight Training days at the Flight Attendant's Base will be considered a full day of work, provided that the Flight Attendant fulfills all Training Assignments and Non-Training Assignments given to the Flight Attendant by the Company.
- 4.3.5. All Flight Attendants are required to maintain, a valid passport issued by Canada or their country of citizenship. **The company shall cover the expense of the passport.**
- 4.3.6. Whenever online Training is assigned, it must be completed before its expiry. Online Training shall be completed during scheduled **Reserve** days and, subject to section 4.3.8, no overtime will be paid for time spent on

the completion of online Training. The Company will make available the equipment necessary to complete the online Training including, but not limited to, functioning computer with appropriate software.

- 4.3.7. Flight Attendants able to provide satisfactory proof to the Flight Attendant Manager of inability to complete online Training during scheduled **Reserve** days will be compensated as per section 3.2 Salary Matrix.
- 4.3.8. In the event that a Flight Attendant fails to report for a scheduled Training day except for reasons outlined in Section 7.3 Medical / Personal Leave and such failure results in the loss of the Flight Attendant's qualifications or currency, the Flight Attendant will be suspended without pay until they have re-acquired the qualifications or currency.
- 4.3.9. A Flight Attendant who is engaged in classroom training on a scheduled day off at the direction of the Company will be paid at the applicable overtime rate **or provided a day in lieu.**

#### **4.4. Reserve Coverage**

- 4.4.1. The Company may schedule **Reserve** Flight Attendants to handle potential flight changes. **Reserve** coverage is not considered a Day Off with regard to time free from duty.
- 4.4.2. The Company will notify **Reserve** Flight Attendants, on the evening prior to the Calendar Day for which they are scheduled as **Reserve**, if they are assigned flights for that Calendar Day. The Flight Attendant is still considered "**Reserve**" even when the Flight Attendant is assigned a flight the previous day.
- 4.4.3. **A Flight Attendant on Reserve in CYWG shall be provided a call-out period of not less than ninety (90) minutes notice to report for a Reserve assignment. A Flight Attendant on Reserve at any other Base shall be provided a call-out period of not less than seventy-five (75) minutes notice to report for a Reserve assignment. The call out period shall begin once contact has been made with the Flight Attendant. Nothing prevents a Flight Attendant from voluntarily accepting a shorter report time should they be available to do so.**4.4.4. The Company may utilize Reserve Availability Periods (RAP) listed below in a Bid Period at each Permanent Base. Each RAP shall not exceed twelve (12) consecutive hours and each scheduled block of Reserve Days shall be the same RAP.

- a) **RAP 1 0300 – 1500 – Timmins Only**

- b) **RAP 2 0500 – 1700**
- c) **RAP 3 0800 – 2000**

- 4.4.5. **The Reserve Flight Attendants' duty day may not exceed eighteen (18) hours from the start of the RAP time that day.**
- 4.4.6. **A Flight Attendant may be required to enter their RAP later than the published RAP starting time due to Rest requirements. In such circumstances, the Flight Attendants' RAP period will end at the originally published RAP end time.**
- 4.4.7. Two (2) Company calls to report for duty shall be made to a **Reserve** Flight Attendant, if the first such call does not result in contact with the Flight Attendant. Such calls will be made fifteen (15) minutes apart. If the **Reserve** Flight Attendant is not contacted after two (2) calls, they will be deemed to be unavailable and will not be paid for that Calendar Day.
- 4.4.8. **Part Time Flight Attendants will receive the full daily rate for Reserve.**

#### **4.5. Overtime**

- 4.5.1. Overtime will be offered on the basis of seniority to qualified Flight Attendants who are immediately available to perform the overtime work provided, however, that if there are insufficient volunteers immediately available to perform the overtime work, then the Company will require Flight Attendants to work the overtime which will be assigned on a reverse seniority basis to the most junior qualified Flight Attendant(s) immediately available to perform the overtime work except that a junior Flight Attendant(s) who is on an approved day off will not be required to perform such overtime work.
- 4.5.2. **In situations of unforeseen circumstances i.e., unforeseen mechanical issues and weather, the flight attendant will complete their scheduled day in line with the one-crew concept. If this extends beyond the flight attendants' maximum duty, the flight attendant will be paid at 1.5 times their hourly rate.**
- 4.5.3. **The Company shall make all reasonable efforts to avoid extending a Flight Attendant into a Day Off. If due to unforeseen circumstances affecting that particular flight crew or aircraft, a Flight Attendant is required to work into a Day Off, they shall be paid at the overtime rate for all work performed on the Day Off.**

- 4.5.4. Where the encroachment is three (3) or more hours, in addition to the pay in Section 4.5.3 above, the Flight Attendant's Day Off shall be restored within the next two (2) months. In no case will a Flight Attendant's Days Off be encroached upon more than six (6) Days per year unless agreed upon by the Flight Attendant. The Flight Attendant shall suffer no loss of pay when this restored Day Off occurs.**

## **SECTION 5. – SENIORITY**

### **5.1. General**

- 5.1.1. The Company will maintain a Flight Attendant seniority list. The seniority list shall contain the names and seniority numbers of all Flight Attendants as well as respective seniority dates. Flight Attendants shall be assigned a seniority date following the completion of Line Indoctrination.
- 5.1.2. A Flight Attendant performing non-flying, supervisory or management duty will retain and accrue seniority for a period of twelve (12) months. When a Flight Attendant is Released from such position, they may exercise their seniority as per section 5.2 Application of Seniority.

### **5.2. Application of Seniority**

- 5.2.1. Subject to the provisions of this Agreement, and Flight Attendant abilities and availabilities, Flight Attendant seniority shall govern the awarding of positions, furlough and recall, changes in required staffing, vacation periods and scheduling.
- 5.2.2. A Flight Attendant's seniority under this Agreement will accrue from and be determined by the date on which the Flight Attendant successfully completed Line Indoctrination, subject to section 5.2.4.
- 5.2.3. Where two (2) or more Flight Attendants are to receive the same seniority date under section 5.2.2, their position on the Flight Attendant Seniority List will be determined by time with the Company. The higher seniority number will be awarded in order of the following:
- a. Original start date in any other Company position (e.g. cargo, reservations, Thompson)
  - b. Success in initial training for qualification as a Flight Attendant

- 5.2.4. A Flight Attendant who moves to a position outside the bargaining unit will maintain, and continue to accrue, their bargaining unit seniority for a period of one hundred and eighty (180) days from the date of such move. If the Flight Attendant is not returned to the bargaining unit within the one hundred and eighty (180) day period from the date of such move, the Flight Attendant will forfeit all bargaining unit seniority.

### **5.3. Loss of Seniority**

A Flight Attendant will lose their seniority and be deemed to have left the employ of the Company if they:

- a. resign (unless provided for in section 5.2.4);
- b. are discharged;are retired subject to mutual agreement between the Company and the Flight Attendant; or
- c. fail to respond within **ninety-six (96)** hours after being notified by the Company of their recall from Furlough, or
- d. fails to report for work from Furlough within fourteen (14) Calendar Days after being notified by the Company of their recall from Furlough, unless the recall period is less than fifteen (15) Calendar Days in length, or is not recalled from Furlough within eighteen (18) months of the date of Furlough.

## **SECTION 6. – PROBATION**

### **6.1. General**

- 6.1.1. All Flight Attendants will be on a Probationary Period for a period of six (6) Calendar Months from their most recent date of hire. The Probationary Period may be extended by mutual agreement between the Company and the Union by an additional six (6) Calendar Months. During the Probationary Period, the Company reserves the exclusive right of discipline or retention of the employee provided that the Company does not discipline or release an employee in bad faith or for a reason which violates the Canadian Human Rights Act.
- 6.1.2. No Flight Attendant shall be required by the Company to serve more than a twelve (12) Calendar Month Probationary Period.

## **SECTION 7. – LEAVES OF ABSENCE**

### **7.1. General**

- 7.1.1. A Flight Attendant may request a leave of absence for personal reasons (i.e. health issues, emergencies, family matters, etc.). A leave of absence is not intended for the pursuit of other employment or “vacation” purposes.
- 7.1.2. A leave of absence can be requested through the Flight Attendant Manager, and Flight Attendant requests will be considered on a case-by-case basis at the discretion of the Company. The Company will impose a 180-day limit to absences but a longer term may be granted in extenuating circumstances.
- 7.1.3. A Flight Attendant will not be penalized seniority for a leave of absence less than 180 days. If a Flight Attendant’s absence exceeds 180 days they will no longer accrue seniority after this time. A Flight Attendant returning to employment after 180 days can use their previously accrued term of service to calculate a new seniority date and number. This new seniority date would be calculated by counting back from the date that the Flight Attendant returned to work from their leave of absence to their length of service with the Company from the date of their completion of Line Indoctrination to the date that they commenced the leave of absence. This date would then be the basis of the new seniority number.
- 7.1.4. Flight Attendants returning from a leave of any amount of time will be subject to re-training and requalification as necessary and may not immediately qualify for position and/or pay scale previously held, notwithstanding the increments set out in Section 3 Compensation.
- 7.1.5. Leaves of absences will be granted by the Company in accordance with the Canada Labour Code.
- 7.1.6. In the event that the Company grants leave to an employee for the purpose of fulfilling a Union position on a temporary basis at the request of the Union, the Company will continue to pay to the employee their regular salary for the duration of such leave on condition that the Union will reimburse the Company for such payment(s) within fifteen (15) days of the payment(s) being made by the Company to the employee.

### **7.2. Furlough and Recall**

#### **7.2.1. General**

- a. The Company will determine the timing of any Furlough.



- b. In the event of Furlough of a Full Time Flight Attendant for a period in excess of five (5) consecutive Business Days and recall from Furlough of a Full Time Flight Attendant, Full Time Flight Attendants shall be Furloughed in reverse order of seniority of Full Time Flight Attendants and recalled in reverse order of Furlough. In the event of a Furlough of a Full Time Flight Attendant, a more senior Full Time Flight Attendant may volunteer for the Furlough in the place of a less senior Full Time Flight Attendant and the more senior Full Time Flight Attendant will retain recall rights pursuant to section 7.2.2.
  - c. In the event of Furlough of a Part Time Flight Attendant for a period in excess of five (5) consecutive Business Days and recall from Furlough of a Part Time Flight Attendant, Part Time Flight Attendants shall be Furloughed in reverse order of seniority of Part Time Flight Attendants and recalled in reverse order of Furlough. In the event of a Furlough of a Part Time Flight Attendant, a more senior Part Time Flight Attendant may volunteer for the Furlough in the place of a less senior Part Time Flight Attendant and the more senior Part Time Flight Attendant will retain recall rights pursuant to section 7.2.2.
- 7.2.2. Flight Attendants on Furlough must notify the Company of their then current home mailing address, home telephone number, mobile telephone number and email address so they may be contacted for recall. A copy of the contact attempts will be provided to the Union.
- 7.2.3. The Company will provide the Flight Attendants and the Union with notice of closure or partial closure or reduction in activity in accordance with the notice requirements of the Canada Labour Code.
- 7.3. Medical / Personal Leave**
  - 7.3.1 Paid Medical Leave (PML) shall be provided to all Flight Attendants after completing 30 days of continuous employment with the Company. They will be entitled to three (3) days of medical leave of absence with pay; and at the beginning of each month thereafter, all Flight Attendants will be provided with an additional day of medical leave of absence with pay up to a maximum of ten (10) days per year.**
  - 7.3.1 Paid medical leave will be taken in no less than one (1) full day blocks.**
  - 7.3.2 Medical Leave with pay may be taken for any of the following reasons:**
    - (a) personal illness or injury of the employee;**
    - (b) organ or tissue donation;**

- (c) medical appointments for the employee during working hours; or
- (d) quarantine of the employee.

**7.3.3** Subject to the regulations, each day of medical leave of absence with pay that an employee does not take in a calendar year is to be carried forward to January 1 of the following calendar year. The carry over will not exceed a maximum of ten (10) days unless the Flight Attendant has two (2) or more years of service with the company in which case the carry over will not exceed a maximum of twelve (12) days.

**7.3.4** The Company may, in writing, and no later than 15 days after the return to work of an employee who has taken a medical leave of absence of at least five consecutive days, require the employee to provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their medical leave of absence.

**7.3.5** Employees are entitled to a Personal leave of absence for up to five (5) days in every calendar year for:

- a. carrying out responsibilities related to the health or care of any of their family members.
- b. carrying out responsibilities related to the education of any of their family members who are under 18 years of age.
- c. addressing any urgent matter concerning themselves or their family members; and
- d. attending their own citizenship ceremony under the Citizenship Act.

**7.3.6** Employees who have completed three (3) consecutive months of continuous employment with the Company will receive the first three (3) days of Personal leave with pay at their regular rate for their normal work hours, otherwise the leave will be unpaid. The leave may be taken in one or more periods, but each period must be at least one full day. The Employer may request documentation reasonable in the circumstances to substantiate the reason for the period of leave.

#### **7.4. Leave for Victims of Family Violence**

Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to ten (10) days in every calendar year, in order to enable the employee, in respect of such violence,

- a. To seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- b. To obtain services from an organization which provides services to victims of family violence;
- c. To obtain psychological or other professional counselling;
- d. To relocate temporarily or permanently; or
- e. To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

If the employee has completed three (3) consecutive months of continuous employment with the Company, the employee is entitled to the first five (5) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages. An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

The leave of absence may be taken in one (1) or more periods. The Company may require that each period of leave be not less than one (1) day's duration.

The Company may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## **SECTION 8. – VACATION**

### **8.1. Vacation Year**

The vacation year will run January 1st through December 31st.

### **8.2. Vacation Entitlement and Pay**

- 8.2.1. Annual vacation is based on completed Years of service as of December 31 since the Flight Attendant's most recent date of hire by the Company. Annual vacation entitlement will be granted and annual vacation pay will be calculated as follows:

| Completed Years of Service | Vacation Time<br>(One vacation week = 5 Working days)        | Vacation Pay Accrual |
|----------------------------|--|----------------------|
| 1-5 Years                  | Two Weeks (10 working days) or 5/6 of a day per month worked | 4% in years 1-5      |
| 6-10 Years                 | Three weeks (15 working days) or 1 1/4 day per month worked  | 6% in years 6-10     |
| Over 10 Years              | Four weeks (20 working days or 1 2/3 days per month worked   | 8% year 11+          |

8.2.2. Flight Attendants are entitled to receive the following number of consecutive days off when requesting vacation time off:

1. One week of vacation 9 consecutive days off
2. Two weeks of vacation 16 consecutive days off
3. Three weeks of vacation 23 consecutive days off
4. Four weeks of vacation 30 consecutive days off

8.2.3. Flight Attendants must use their entire annual vacation allotment each Year unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the Flight Attendant and the Company.

### **8.3. Vacation Bid System**

8.3.1. By October 15th of each year, the Company will issue a Vacation Scheduling Calendar (VSC).

8.3.2. Flight Attendants may bid their vacation preferences during the vacation bid process which shall be completed no later than November 1st. The Company will notify the Flight Attendant of awarded vacation by December 1st. Once a Flight Attendant has bid their vacation blocks they will not be permitted to make any changes to those blocks until after all other Flight Attendants have been permitted to bid their vacation blocks.

8.3.3. After the preparation of the monthly bid package, if the monthly Flight Attendant requirements are below the Flight Attendant count, the Company will make available additional vacation allotments on the monthly bid.

8.3.4. Flight Attendants may elect to split their vacation. The second bid will be awarded in order of seniority after the first bid has been awarded to all Flight Attendants.

- 8.3.5. In the event additional vacation times become available in the course of the Year, the Company will have on file the Flight Attendant's standing bid to indicate their preferences to move currently bid vacation. It is the Flight Attendant's responsibility to ensure their standing bid is submitted, correct and current. The most senior Flight Attendant who is selected to the vacation block shall be awarded the vacation. A Flight Attendant awarded a vacation block shall be bound by such award. The Flight Attendant will their previously awarded vacation as a result and will be filled in the same manner until no more standing bids indicate preference for any open vacation blocks.
- 8.3.6. Flight Attendants who have elected not to bid their vacation preferences by November 1st as per section 8.3.2 may bid their vacation preferences by the **tenth (10th)** of the month prior to the month in which the requested vacation falls. **Within four (4) business days of receipt of notice the Company will provide written notification of the approval or denial to the employee.**
- 8.3.7. Vacation will be awarded in order of seniority.

#### **8.4. Statutory Holidays**

- 8.4.1. For the purposes of this Agreement, statutory holidays are New Years Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, August Civic Holiday, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 8.4.2. One (1) scheduled Day Off in month is deemed to be a Day Off with pay for statutory holiday purposes for all Flight Attendants the pay for which is included in the salaries set out in section 3.2 Salary Matrix of this Agreement.

### **SECTION 9. – DRESS CODE**

#### **9.1. General**

- 9.1.1. Flight Attendants are expected to wear uniform clothing prescribed by the Company in a clean, neat and conservative manner in accordance with the Company regulations at all times when completing a flight Assignment. The Flight Attendant uniform will consist of the following, in such colour(s) as may be determined by the Company:

1. Flight Attendant shirts (polos for summer, and dress shirts for fall, spring and winter)
2. Pants
3. Cardigan
4. Scarves/ties
5. Shoes and/or boots
6. Name Tag

Three-year entitlement: one (1) Company jacket and one (1) toque.

**Note:** The Flight Attendant uniform may be changed at the discretion of the Company.

- 9.1.2. The Company will provide to Full-Time Flight Attendants four (4) shirts, one (1) cardigan and two (2) scarves/ties per Year. The Company will provide to Part-Time Flight Attendants two (2) shirts, one (1) cardigan and one (1) scarf/tie per Year.
- 9.1.3. Flight Attendants will provide their own work footwear **and any cold weather gear that they may require, including mitts, base layers etc..** Required footwear shall consist of shoes for summer operations and boots for winter operations in such colour(s) as may be determined by the Company. Running shoes, sandals or any other type of informal footwear are not acceptable. Boots for winter must be considered warm by the Flight Attendant but still appropriate to wear inflight. Should the Flight Attendant elect for winter boots that are cumbersome, they must bring a change of footwear for inflight service. The Company will reimburse Full-Time Flight Attendants up to a maximum of **three hundred and fifty (\$350)** per Year to purchase approved footwear **and cold weather gear** following the successful completion of their Probationary Period. The Company will reimburse Part-Time Flight Attendants up to a maximum of **two hundred (\$200)** per Year to purchase approved footwear and cold weather gear following the successful completion of their Probationary Period. Proof of purchase must be provided to the Company together with a completed expense claim form.
- 9.1.4. Flight Attendants **may** provide their own pants. Flight Attendants may purchase their pants from the vendor of their choice; however, the pants purchased must meet the conditions set forth in this Article of the Agreement. The Company will reimburse Full-Time Flight Attendants up to a maximum of one hundred dollars (\$100.00) per Year to purchase

approved pants following the successful completion of their Probationary Period. The Company will reimburse Part-Time Flight Attendants up to a maximum of seventy-five dollars (\$75.00) per Year to purchase approved pants following the successful completion of their Probationary Period. Proof of purchase must be provided to the Company together with a completed expense claim form.9.1.5. Should Flight Attendants **be working in conditions with outside air temperatures of -30 or below**, snow pants will be permitted at the discretion of the Company. Flight Attendants are required to provide their own snow pants in navy blue or black in colour.

## **SECTION 10. – GENERAL**

### **10.1. Personnel Files**

A Flight Attendant's personnel file shall be maintained in the Human Resources Department. A Flight Attendant may, at a time convenient to the Human Resources Manager, or their designate, and the Flight Attendant, be allowed to review their file in the presence of the Human Resources Manager or their designate.

### **10.2. Collective Agreement**

The Company shall, no later than thirty (30) Calendar Days after signing this Agreement, electronically distribute this Agreement to the Flight Attendants. The Company and the Union shall share equally in the cost of printing this Agreement up to a maximum cost of two-hundred and fifty dollars (\$250.00) each.

### **10.3. New Employees**

The Company shall permit a Union representative thirty (30) minutes during initial training to meet with newly hired Flight Attendants.

### **10.4. Bulletin Board**

The Company will allow the Union to install an agreed upon bulletin board in the crew rooms at Flight Attendant bases for Union notices relating to Union information and activities, which bulletin board will be provided by the Company to the Union. The Union shall furnish the Flight Attendant Manager or their designate with a copy of such notices. The contents of such notices will not in any way be derogatory to the Company or its management, employees, suppliers or customers.

**10.5. Parking**

Flight Attendants may continue to use any available parking stalls, as determined by the Company, without cost to the Flight Attendant.

**10.6. Electronic Tablets**

Perimeter will provide a tablet to each Flight Attendant at no cost to them. The tablet must be returned to the company upon leaving the employ of the company. The tablet shall be primarily used for company purposes and as such should be treated like company property with the knowledge that the company can access the tablet as required. The tablet must hold all the company required data and regulatory manuals. Flight Attendants may use the tablet as desired; however, all company data must be updated and accessible any time on duty. The tablet cannot be used for other purposes while on flight duty other than for referencing company documents. Flight Attendants will be responsible for ensuring that the required documents are current and that the tablet is charged when reporting for duty. Any known negligence in the care of the tablet will require the Flight Attendant to be responsible for any damage that occurred. A copy of the Flight Attendant Collective Agreement will be available on the Electronic Tablet.

**10.7. Quarterly Meetings**

The Company and the Union will meet no less than once quarterly each year.

**10.8 Bargaining Committee**

The company will pay the wages for the bargaining committee to attend negotiations, up to five (5) days including conciliation and mediation, up to a maximum of two (2) committee members.

**10.9. Paid Education Leave Fund**

- 10.9.1. A one-time payment of \$500 will be made to the Paid Education Leave Fund (PEL) upon ratification. The cheque will be sent by the employer to "Unifor Paid Education Leave Fund (PEL), Unifor Canada, 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8.



## **SECTION 11. – FILLING OF POSITIONS**

### **11.1. General**

11.1.1. When a position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, it will post via email notice of the position for seven (7) Calendar Days and provide a copy to the Union. All Flight Attendants interested in the permanent vacancy must make written application within the seven (7) Calendar Days during which the permanent vacancy was posted. This provision shall not preclude the Company from advertising outside the Company, nor shall it prevent the Company from filling any permanent vacancy on a temporary basis until the position is filled through the posting procedure. The notice of posting will contain the following information:

- a. Job Description
- b. Duration
- c. Effective date
- d. Closing date of posting (which date will be no less than seven (7) Calendar Days from the date of the email notice) except that the Company and Union agree that certain exceptional circumstances may require positions to be filled more rapidly than the provisions of this Agreement enable.

Any Flight Attendant (including one who is out of service, provided they are reasonably expected to be available for work) may submit a bid in writing to the Flight Attendant Manager by the closing date. The Company will make a reasonable effort to ensure that Flight Attendants on vacation will be notified of a vacant position provided the Company has been asked by the Flight Attendant to do so. Flight Attendants are responsible for providing the Company with a reasonable means of contact. The Company will inform the successful applicant(s) and the Union of the awarding of the position(s).

11.1.2. It will be the policy of the Company that in filling permanent vacancies, current Flight Attendants who submit applications will be awarded the position in order of seniority.

## **SECTION 12. – NEW EQUIPMENT**

### **12.1. General**

- 12.1.1. Should new aircraft types be introduced, positions will be posted in accordance with this Article. In the event that new aircraft types require qualifications not present in the membership, qualified outside flight attendants may be hired on a contract basis for a period not to exceed six (6) months or until membership Flight Attendants may be trained and qualified, whichever is greater.

## **SECTION 13. – HEALTH AND SAFETY**

### **13.1. General**

- 13.1.1. The Company and the Flight Attendants will take all necessary precautions to maintain safe, sanitary, and healthful conditions at all workplaces. Health and safety matters are important, and all Employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and Employees in matters related to occupational health and safety.
- 13.1.2. With advance notice and permission from the Company, the Local Union National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement, provided there is no interference with work required to be done by staff and provided there is no disruption to Company operations.
- 13.1.3. In the event that the Employees are required by the Company to wear protective clothing (excluding footwear), safety equipment and other protective devices the Company determines to be necessary, Employees will be provided with such protective clothing, equipment or devices at Company expense. Further, such clothing, equipment and devices will be maintained and replaced, where necessary, at Company expense, except in cases of misuse by Employees, where Employee reimbursement may be required. Employees will be required to use any such items as directed by the Company.

## **13.2. Discrimination and Harassment**

13.2.1. The Company and the Union recognize and agree that there shall be no discrimination or harassment exercised or practiced by either of them or by any of their representatives. It shall be the right of Employees to work in an environment free from harassment based on age, race, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/ expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the Duration activities of the Union. The Company and the Union further agree that bullying shall be dealt with in a serious manner with respect to discrimination and harassment.

13.2.2. Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected, and their dignity is denied. Proper management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying. The Company and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

The Union and Company agree that no Employee shall be discriminated against on account of them membership or non-membership in the Union or by reason of lawful activity or lack of activity in the Union.

Employees subject to discrimination, bullying or harassment should report such incidents.

**13.2.3. If a Flight Attendant believes that they have been harassed and/ or discriminated against on the basis of a prohibited grounds of discrimination, the Flight Attendant should follow the Company's Workplace Violence, Harassment, and Discrimination Prevention Policy.**

**When a notice of occurrence has been received by the Company, they will notify the Union within seven (7) calendar days. The Company will offer to both the principal and responding parties to the complaint, the opportunity to have a support person with them, in order to attend all meetings throughout the process, if they so choose. All matters will be dealt with using the utmost confidentiality. Any complaint not resolved**

through the Company's policy may be addressed by the Union, pursuant to the grievance process.

## **SECTION 14. – DURATION**

**14.1.1. Provisions of this Agreement will become effective September 19, 2023, and shall continue in full force and effect until midnight on June 22, 2026.**

14.1.2. This Agreement will automatically be renewed from Year to Year thereafter unless either party gives to the other party not more than ninety (90) days and not less than thirty (30) days' notice in writing prior to the expiry date of this Agreement that it desires to revise or terminate this Agreement. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of the Canada Labour Code.

## **SECTION 15. – PERMANENT THOMPSON/TIMMINS BASED FLIGHT ATTENDANTS**

### **15.1. General**

15.1.1. An advance of seven hundred dollars (\$700.00) will be provided to each Flight Attendant who is awarded a position based in Thompson or Timmins. Such Flight Attendants shall complete an expense form and include receipts related to the move and return any unused advance or portion thereof to the Company. Should the receipts not be provided to the Company within 90 days of issuance of the advance, the seven hundred dollar (\$700.00) advance or the unreceipted portion thereof will be considered a taxable moving allowance for T4 purposes. In the event that the Flight Attendant does not remain in the Thompson or Timmins position for at least one (1) year, the Flight Attendant will be required to repay to the Company the amount of seven hundred dollars (\$700.00).

15.1.2. Flight Attendants based in Thompson or Timmins may receive in each month, in addition to the currently allotted employee pass benefit, two (2) one-way OCS guest passes for use by the Flight Attendant and two (2) round trip OCS guest passes for use by any acquaintance of the Flight Attendant. Use of the OCS and employee pass benefit is at the Flight Attendant's discretion and is noncumulative. The OCS guest pass may be used by any

acquaintance of the Flight Attendant for the purposes of visitation while the Flight Attendant is working in Thompson. Flight Attendants flying on confirmed OCS guest passes fly on a “confirmed seat” basis (“standby” basis for other users). Flight Attendants are responsible for paying the Thompson Airport Improvement Fee (“AIF”) for the two (2) round trip OCS guest passes. No Flight Attendant may receive a monetary gain in relation to any OCS guest pass.

- 15.1.3. Flight Attendants based in Thompson or Timmins will receive an OCS freight allowance of 100/lbs a month for personal items only. OCS freight will be shipped on a space available basis and is noncumulative.
- 15.1.4. Flight Attendants based in Thompson or Timmins who are required to travel to Winnipeg to attend training as required by the Company will be reimbursed, to a maximum of fifty dollars (\$50.00) per trip, for any necessary taxi transportation expenses from and to the airport in Winnipeg.
- 15.1.5. Should the Company require a Thompson/Timmins-based Flight Attendant to move to Winnipeg permanently for any reason during their one-year commitment, any reasonable moving costs incurred by the employee will be paid by the Company. This includes but is not limited to lease penalties and associated moving costs. A Thompson/Timmins-based Flight Attendant who is awarded a position posting in Winnipeg, unless for purposes of a status upgrade, shall not be considered as being required to move to Winnipeg and shall not be entitled to the benefits of this Article.

## **SECTION 16. – UNION SECURITY**

### **16.1. General**

- 16.1.1. The Company agrees to deduct biweekly from the salary due and payable to each Flight Attendant covered by section 1.3 Recognition an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Company, together with a list of names of Flight Attendants from whom the deductions were made, to the Secretary Treasurer of the Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be 1.35% of the Flight Attendant’s regular pay with respect to regularly scheduled hours worked by the Flight Attendant, vacation pay and holiday pay.

The Company shall furnish to the Union on at least a monthly basis a complete dues listing including:

1. The names of all active and inactive Flight Attendants
2. The amount of dues deducted for each Flight Attendant
3. The relevant rate of pay and job classification for each Flight Attendant
4. The salary upon which Union dues were calculated
5. A reason should there be no deductions (i.e. Workers Compensation Benefits, layoff, etc.)

The Union agrees to provide sixty (60) days advance notice to the Company of any change in its dues structure.

- 16.1.2. The Company shall not be responsible financially or otherwise either to the Union or to any Flight Attendant for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from a Flight Attendant's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Article shall terminate at the time it remits payment to the Union.
- 16.1.3. The Union shall indemnify and save harmless the Company from any and all claims, demands, actions and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee and remitted to the Union pursuant to the provisions of this Article.

## **SECTION 17. – DISCIPLINE AND DISCHARGE**

### **17.1. General**

- 17.1.1. All disciplinary or discharge actions of non-probationary employees must be for just cause.
- 17.1.2. Where disciplinary or discharge action is considered, the Flight Attendant involved may where necessary be held out of service pending investigation, to provide the Company with sufficient time to investigate and consider all factors. This investigation will take place as soon as possible, and in most cases it is expected will not take more than seven (7) calendar days.

However, if the Company requires more time, it will advise the Flight Attendant and Union, prior to the expiry of the seven (7) calendar days and to the extent possible provide an indication of by when the process will be completed. **The employee shall be paid if withheld out of service pending investigation.**

- 17.1.3. When disciplinary or discharge action is taken, the Flight Attendant will be so notified in writing, with a copy to the Union.

**17.1.4. Training Discipline**

- a. When a Flight Attendant fails to qualify during any exam, drill, Line Indoctrination or line check, the Flight Attendant and the Union shall be advised in writing. The Flight Attendant will then receive additional training, which training will be determined by the Company. Such training and/or re-testing will not take longer than 60 days to be provided by the employer and completed by the employee. The employee will be offered a temporary assignment if available to another job within the company in order to offset wage losses during the time the employee is waiting for re-training. The employee has the option not to accept, however, will not be paid during the period waiting for re-training.
- b. In the event of a second (2nd) consecutive failure of the exam, drill, line indoctrination or line check (i.e. Initial and/or Annual) the Flight Attendant may be dismissed at the discretion of the Company.

- 17.1.5. Any investigations shall be held so as to best reasonably accommodate the persons concerned including the Flight Attendant involved, any witnesses, and the Company. "Best reasonably accommodating" the persons concerned may include things such as time off work and positive space transportation, and will be interpreted with the idea of taking all reasonable and cost-effective steps towards a prompt and full investigation.

- 17.1.6. During any investigatory meeting with the Flight Attendant involved, the Flight Attendant may request the presence of a Union representative, which shall not delay such meeting more than twenty-four (24) hours.

- 17.1.7. A Flight Attendant who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 18 Grievance Procedure.

## **SECTION 18. – GRIEVANCE PROCEDURE**

### **18.1. General**

- 18.1.1. The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.
- 18.1.2. A “grievance” shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement, or in the case of a non-probationary employee, a complaint that they have been disciplined or discharged without just cause.
- 18.1.3. Written agreements arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 18.1.4. **Grievance Meetings and Union/Management quarterly meetings scheduled during a Union Representatives regular hour of work, will not result in their wages being reduced for attending meetings pursuant to Section 18. Grievance Procedure above and these meetings will not be subject to any additional pay or premiums and will be scheduled in cooperation between the Union Representatives and the Company so as not to compromise any flight operations.**

### **18.2. Steps of the Grievance Procedure**

- 18.2.1. If an employee has a complaint, they shall first confer with the Flight Attendant Manager immediately following the event or circumstance giving rise to the complaint and they may be accompanied by a Union Steward if they so request.
- 18.2.2. The Union will not file a grievance until the affected employee or the Union has first given the Flight Attendant Manager the opportunity to settle the complaint, except for those complaints referred to in Article 18.2.4 and 18.2.5.
- 18.2.3. If such informal discussion does not result in a satisfactory adjustment of the employee’s complaint, an earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:



### **STEP 1**

The grievance shall be submitted by the union representative in writing to the Flight Attendant Manager or their designate within ten (10) Calendar Days from the date immediately following the event or circumstance giving rise to the grievance or the date on which the affected employee ought to have become aware of the event or circumstance giving rise to the grievance or the date on which the informal discussion referred to in section 18.2.1 was held, whichever is later. The grievance shall be signed and dated by the Union and the nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. The Flight Attendant Manager or their designate will meet with a Union representative to discuss the grievance. The employees affected by the grievance may attend with the Union, within ten (10) calendar days. The Flight Attendant Manager or their designate shall render their decision in writing within seven (7) Calendar Days of the above-mentioned meeting.

### **STEP 2**

If the grievance is not resolved at Step 1, the Union District Chairperson may appeal, in writing, to the Vice President of Operations or their designate within ten (10) Calendar Days from the date of receipt of the Flight Attendant Manager's decision at Step 1. Within ten (10) Calendar Days of receipt of the written appeal from the Union District Chairperson, Vice President of Operations or their designate will meet with a Union representative to discuss the grievance. The employees affected by the grievance may attend with the Union. The Vice President Operations or their designate shall render their decision in writing within ten (10) Calendar Days after the meeting.

### **STEP 3**

Failing satisfactory settlement at Step 2, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Section 19: Arbitration.

- 18.2.4. A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within ten (10) Calendar Days from the date immediately following the event or circumstance giving rise to such policy grievance or the date on which the Company or the Union ought to have become aware of the event or circumstance giving rise to such policy

grievance, whichever is later. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.

- 18.2.5. In the event a non-probationary employee claims they have been disciplined without just cause, the Union shall submit a written grievance at Step 1 of the grievance procedure within ten (10) Calendar Days after the employee was notified by the Company in writing of their discipline, except that where the employee claims they have been discharged without just cause, the Union shall submit a written grievance at Step 2 of the grievance procedure within ten (10) Calendar Days after the employee was notified by the Company in writing of their discharge.

## **SECTION 19. – ARBITRATION**

### **19.1. Referral to Arbitration**

- 19.1.1. When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing, within twenty (20) Calendar Days after the date the decision at Step 2 of the grievance procedure was or should have been given, of its desire to submit the matter to arbitration. If no such written request for arbitration is received within the said twenty (20) Calendar Day time limit, then the grievance will be deemed to have been abandoned. Grievances shall be submitted to a single arbitrator to be chosen in rotation from a list consisting of:

1. Colin S. Robinson
2. Michael D. Werier

- 19.1.2. If any individual on the above list who, having been requested in their turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, they shall not again be requested to act as arbitrator on any arbitration until their name comes up again on the regular rotation of the list.

### **19.2. Jurisdiction**

- 19.2.1. The arbitrator may determine their own procedure but shall give full opportunity to the parties to present evidence and to make representations.

- 19.2.2. The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as they may deem just and reasonable in the circumstances.
- 19.2.3. The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.

**19.3. Arbitration Expenses**

The Company and the Union shall each pay one half (1/2) of the fees and expenses of the arbitrator.

**19.4. Time Limits**

- 19.4.1. No grievance shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 19.4.2. The time limits set out in the grievance procedure in Section 18 and the arbitration provisions in this Section 19 are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union. Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits specified in Section 18 and this Section 19, including reference to arbitration, shall be deemed to have been abandoned and settled on the basis of the reply to the grievance and further recourse to the grievance procedure or to arbitration shall be forfeited.

## **SECTION 20. – ADVOCATES**

**20.1. Women Advocates**

- 20.1.1. The parties recognize that female employees may sometimes need to discuss with another woman issues regarding violence, harassment or abuse and community resources to assist in dealing with such issues.**

**For this reason, the parties agree to recognize the role of the Union's Women's Advocate in the workplace. The Company recognizes the right of the Union to appoint not more than one (1) Women's Advocate from amongst the female bargaining unit employees. The Union shall promptly**

notify the Company in writing of the name of the Women's Advocate and any changes thereto. The Company will not recognize an employee as the Women's Advocate until it has received such notification from the Union.

The Women's Advocate will be able to request a private space in the workplace in order to facilitate private meetings with female bargaining unit members.

The Women's Advocate shall not leave her regular duties during working hours without first requesting and obtaining permission from her immediate supervisor provided, however, that the Women's Advocate shall not request permission to leave except where the matter to be dealt with cannot be dealt with during her non-working hours and it is clearly necessary for her to leave in order to communicate with a female bargaining unit member. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld, nor shall it exceed ten (10) minutes for any one (1) occurrence unless otherwise specifically agreed to by the immediate supervisor.

No employee shall leave her regular duties to communicate with the Women's Advocate without first requesting and obtaining permission from her immediate supervisor provided, however, that an employee shall not request permission to leave except where the matter to be dealt with cannot be dealt with during her non-working hours and it is clearly necessary for her to leave in order to communicate with the Women's Advocate. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld, nor shall it exceed ten (10) minutes for any one (1) occurrence unless otherwise specifically agreed to by the immediate supervisor.

Abuse of leave or excessive use of time spent communicating with employees shall not be permitted and in no event shall the role of the Women's Advocate interfere with her employment duties or disrupt operations.

The Union shall be responsible for all costs for the Women's Advocate including, but not limited to, lost time, training, and travel.

## **20.2. Racial Justice Advocate**

- 20.2.1.** The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous and workers

of colour (BIWOC). The advocate will provide support for the employees at the workplace and assist with concerns such as racial discrimination and or racial violence. The Company will recognize an employee who is appointed by the Union. Should this appointed employee require unpaid time off, such request shall not be unreasonably denied.

## SCHEDULE 1

| Pay Scale                             | New Base Rate upon Ratification | 23-Jun-24   | 23-Jun-25   | Hourly Wage  | Hourly Wage    |
|---------------------------------------|---------------------------------|-------------|-------------|--------------|----------------|
| <b>Winnipeg Base YWG</b>              |                                 |             |             | <b>Sched</b> | <b>Charter</b> |
| A – 0 to 12 months                    | \$36,136.18                     | \$37,220.27 | \$38,336.87 | \$2.26       | \$3.01         |
| B – 13 to 24 months                   | \$39,027.07                     | \$40,197.88 | \$41,403.82 | \$2.44       | \$3.25         |
| C – 25 to 36 months                   | \$40,197.88                     | \$41,403.82 | \$42,645.93 | \$2.51       | \$3.35         |
| D – 37 to 48 months                   | \$41,403.84                     | \$42,645.96 | \$43,925.33 | \$2.59       | \$3.45         |
| E – 49 to 60 months                   | \$42,645.94                     | \$43,925.32 | \$45,243.08 | \$2.66       | \$3.55         |
| F – 61 to 72 months                   | \$43,925.31                     | \$45,243.07 | \$46,600.36 | \$2.74       | \$3.66         |
| G – 73 to 84 months                   | \$45,243.07                     | \$46,600.36 | \$47,998.37 | \$2.83       | \$3.77         |
| H – 85 to 96 months                   | \$46,600.37                     | \$47,998.38 | \$49,438.33 | \$2.91       | \$3.88         |
|                                       |                                 |             |             |              |                |
| <b>Thompson YTH/Timmins Bases YTS</b> |                                 |             |             |              |                |
| A – 0 to 12 months                    | \$40,038.89                     | \$41,240.06 | \$42,477.26 | \$2.50       | \$3.44         |
| B – 13 to 24 months                   | \$42,890.75                     | \$44,177.47 | \$45,502.80 | \$2.68       | \$3.57         |
| C – 25 to 36 months                   | \$43,855.89                     | \$45,171.57 | \$46,526.71 | \$2.74       | \$3.65         |
| D – 37 to 48 months                   | \$44,881.76                     | \$46,228.21 | \$47,615.06 | \$2.80       | \$3.74         |
| E – 49 to 60 months                   | \$46,014.96                     | \$47,395.41 | \$48,817.27 | \$2.88       | \$3.83         |
| F – 61 to 72 months                   | \$47,131.87                     | \$48,545.83 | \$50,002.20 | \$2.94       | \$3.93         |
| G – 73 to 84 months                   | \$48,545.81                     | \$50,002.18 | \$51,502.25 | \$3.03       | \$4.04         |
| H – 85 to 96 months                   | \$50,002.19                     | \$51,502.26 | \$53,047.32 | \$3.12       | \$4.17         |

### SECTION 23. – AGREEMENT APPROVAL SIGNATURES

To indicate our agreement to the terms and conditions of this Flight Attendant Collective agreement, we have signed our names below-

**On behalf of Flight Attendants Union**

**On behalf of Perimeter Aviation LP**

\_\_\_\_\_  
A Coffman

\_\_\_\_\_  
Cory Bertram

*Denise Cochrane*

\_\_\_\_\_  
Denise Cochrane



\_\_\_\_\_  
a1no Mallari

\_\_\_\_\_  
Carmen Ledamey

\_\_\_\_\_  
Tyra Turbovs

\_\_\_\_\_  
Sarah Schmidt



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