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Proposal #	Proposal Name	NEW AND REVISED COLLECTIVE AGREEMENT LANGUAGE	Concept/Comments
01	Term Mainline Rouge	4 years – April 1, 2025 to March 31, 2029	
02	Wages Mainline Rouge	<p>The Company offered the following which will be voted on and if not ratified, will be brought to interest arbitration:</p> <p>April 1, 2025</p> <ul style="list-style-type: none">• 12.0% for Mainline step 1 to 9 and Rouge;• 8.0% for all other Mainline steps including SD's <p>April 1, 2026 – 3.0%</p> <p>April 1, 2027 – 2.5%</p> <p>April 1, 2028 – 2.75%</p> <p>Collective Agreement language is still to be developed based on outcome of ratification or interest arbitration.</p>	
03	Under/Over Payments Process Mainline	<p>5.14.03</p> <p>Under payments on a pay cheque 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 advice of such underpayment. <u>In the case of an overpayment, Air Canada shall notify the employee in writing, which may be given by mail, email, or other appropriate electronic method, that an overpayment has been made and will include an explanation of all relevant calculations prior to deducting any monies from the following pay cheque. If the amount is three hundred dollars (\$300) or less, it shall be deducted from the following pay cheque. If the amount is greater than three hundred dollars (\$300) but less than seven thousand dollars (\$7,000), up to three hundred dollars (\$300) shall be deducted from the following pay cheque and each subsequent pay cheque until the total amount is recovered. If the amount is seven thousand dollars (\$7,000) or more, the total amount shall be recovered in twenty-four (24) equal monthly payments starting with the following pay cheque. If the employee is terminated or voluntarily resigns, overpayments will be deducted from his/her final pay cheque, and an explanation of all relevant calculations shall also be included. Overpayments of meal entitlements per LOU 43, shall continue to be handled as per the dispute resolution process in LOU 43.</u></p>	<p>Further clarity:</p> <p>Air Canada intends on maintaining its current practice when recovering funds resulting from vacation overpayments as follows:</p> <p>The current practice is a minimum of \$100 with a recovery period of twelve (12) months. If the overpayment is greater \$1,200, the amount is divided by 12 and that becomes the recovery amount.</p> <p>For example, overpayment of \$2,000 would be recovered at \$166.67 per pay cheque (\$2,000 / 12 months).</p>



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04

Unpaid Work –
Ground and
Cabin Security
Premium
Mainline
Rouge

5.07.02 Ground and Cabin Security Premium – Cabin Personnel will be paid a premium, for each flight leg boarded including return to gate situations where passengers are required to deplane, as compensation for ground and cabin security related duties within a Duty Period, including, without limitation, all safety related duties. The premium shall be calculated as one-half (1/2) their applicable hourly rate of pay, for the number of minutes set out in the table below.

<u>Aircraft Type Operated</u>	<u>Premium</u>
<u>All Narrowbodies</u>	<u>Narrow Body: 60 minutes at 50% of the hourly wage rate commencing effective date of these Minutes, 60% effective April 1, 2026, 65% effective April 1, 2027 and 70% effective April 1, 2028.</u>
<u>All Widebodies</u>	<u>Wide Body: 70 minutes at 50% of the hourly wage rate commencing effective date of these Minutes, 60% effective April 1, 2026, 65% effective April 1, 2027 and 70% effective April 1, 2028.</u>

For Pursers, this premium shall be calculated using the hourly rate applicable to the aircraft operated on that flight leg.

This premium will be for pay purposes only and is not applicable to ferry flights, or when deadheading.

L55.07.07 Ground and Cabin Security Premium – Cabin Personnel will be paid a premium, for each flight leg boarded including return to gate situations where passengers are required to deplane, as compensation for ground and cabin security related duties within a Duty Period, including, without limitation, all safety related duties. The premium shall be calculated as one-half (1/2) their applicable hourly rate of pay, for the number of minutes set out in the table below.

<u>Aircraft Type Operated</u>	<u>Premium</u>
<u>All Narrowbodies</u>	<u>Narrow Body: 60 minutes at 50% of the hourly wage rate commencing effective date of these Minutes, 60% effective April 1, 2026, 65% effective April 1, 2027 and 70% effective April 1, 2028</u>
<u>All Widebodies</u>	<u>Wide Body: 70 minutes at 50% of the hourly wage rate commencing effective date of these Minutes, 60% effective April 1, 2026, 65% effective April 1, 2027 and 70% effective April 1, 2028.</u>

This premium will be for pay purposes only and is not applicable to ferry flights, or when deadheading.

Crew can still claim for any pre/post duty periods under article 5.08, and ground duty for service to passengers under article 5.09 when there are delays. This new Premium is paid over and above the ground duty credits you may be entitled to under 5.08 or 5.09.



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05	<p>4 Hours paid when reporting to the airport and no flights operated (including deadheads) (booking crew rest and reassignment) Mainline</p>	<p>6.03.07 Where a crew member reports to the airport for flight duty and is not entitled to any flight time credits, they will be credited for pay purposes only, with the greater of the total period of time on duty or four (4) hours, at one-half (1/2) of their hourly rate of pay, less any payment received under article XX (Ground & Cabin Security Premium).</p> <p>For clarity, this only applies:</p> <ol style="list-style-type: none">when a crew member books crew rest and has not operated a flight (including a deadhead flight) during that duty period; orwhen a pairing consists of more than one Duty Period, and a crew member's flight is cancelled, they are not reassigned and have not operated a flight (including deadhead flights) during that duty period. <p>6.03.07.08 General - Where two (2) or more credits are involved, the greater of such credits shall be applicable.</p> <p>[...]</p> <p>B6.03.01.06 Where an employee's originating or through flights are affected by an irregular operation, and where the employee has reported for flight duty, s/he may be required to remain available for up to two (2)one (1) hours for reassignment. The employee must be released immediately upon being reassigned provided that the reassigned flight is not a continuation of the same duty day. Where a flight assignment is made, the employee may be assigned inside or outside the two (2)one (1) hour period.</p> <p>NOTE: An employee will not be held at the airport unless there is reasonable assurance that s/he will be advised of reassignment within the two (2)one (1) hour period.</p>	<p>XX = new article 5.07.02</p> <p>Reassignment standby time at the airport has been changed to 2 hours now, same as standby time away from home base.</p> <p>Doesn't apply to single duty period pairings.</p>
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06	Vacation Credits Increase Mainline Rouge	<p>8.09 CREDITS - During vacation and statutory holiday periods, an employee shall be credited as follows</p> <p>8.09.01 Regular Blockholders - Regular Blockholders - A credit of 2:55 (two hours and fifty-five minutes) per day of vacation taken and for each statutory holiday shall be as follows: <u>As of the 2026-27 vacation year, the credit will be increased to 3:15 (three hours and fifteen minutes) per day of vacation taken and for each statutory holiday.</u></p> <p>8.09.02 Reserve Blockholders - Reserve Blockholders - A credit of 2:55 (two hours and fifty-five minutes) per day of vacation taken and for each statutory holiday shall be as follows: <u>As of the 2026-27 vacation year, the credit will be increased to 3:15 (three hours and fifteen minutes) per day of vacation taken and for each statutory holiday.</u></p> <p>A credit of 2:35 (two hours and thirty-five minutes) per day shall be applied towards flight time limitations.</p> <p>L55.10.03 Employees shall receive a credit of two hours and thirty-five (2:35) minutes for each general holiday and vacation day. <u>As of the 2027-28 vacation year, the credit will be increased to two hours and fifty-five minutes (2:55) for each general holiday and vacation day.</u></p>	
07	Sick Days and Early Retirement Mainline	<p><u>LOU XX</u></p> <p>Retiring Allowance - For the term of the 2025-XXXX collective agreement, any employee retiring at Air Canada Mainline who has, on the effective date of his/her retirement, one hundred and twenty-five (125) days or more of accumulated unused sick leave, shall receive a retiring allowance equal to two hundred and forty (240) hours at his/her hourly rate of pay. For Service Directors, the retiring allowance will be paid at the narrow body rate of pay set out in article 5.04.</p>	



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08	Flow Through Wage Freeze – Mainline Rouge	<p>L59.07 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:</p> <ul style="list-style-type: none">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. <u>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; For the purposes of pay progression only, Air Canada Rouge Cabin Personnel who transfer to Air Canada Mainline under this LOU and are placed on a step of the Air Canada Mainline pay scale will be deemed to have that amount of service (or the lowest number of months of service of that step, if the step contains a range of months).</u>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; andiv) The provisions relating to sick leave and vacation, which shall be applied in accordance with L59.11 below. <p>L59.07.01 <u>Effective April 1, 2025, the Mainline pay scale placement of all Cabin Personnel who transferred from Air Canada Rouge to Air Canada Mainline under this LOU prior to April 1, 2025 will be adjusted in accordance with the revised provision of L59.07.</u></p> <p><u>For clarity, such employees are not entitled to any retroactive compensation and their adjusted placement on the Mainline pay scale will be applicable as of April 1, 2025.</u></p>	<p>The process for the removal of this pay freeze will be like the internal transfer process. When flowing over from rouge to ML, you will still be placed at closest \$ amount (no less than what was being earned at rouge) but will be given the ML service to continue progressing normally on the ML pay scale.</p> <p>For those who have already flown through from RG to ML, the Company will look back at their transfer date and adjust to the revised provision. HR is working on compiling a list of affected employees and what their new rates will be.</p>
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09	Prone Rest of 8 hours Mainline Rouge	<p>19.05.01 CHANGE OF HOTEL PRONE REST: In exceptional circumstances, in the event that a crew member arrives at his/her scheduled layover hotel and is sent to another hotel by the Company, the employee may request that the Company ensures that they have An employee is entitled to a minimum of eight (8) hours of prone rest (at their new hotel layover room). Prone rest shall commence upon receipt of the hotel layover room key and shall terminate upon hotel check out pick-up time, as established by the Service Director or Flight Attendant if there is no Service Director at the layover hotel. In the event the scheduled time between key in hand and hotel check out pick-up time does not match the minimum eight (8) hours prone rest within the scheduled layover period and the employee is electing to extend their rest, s/he shall may contact crew scheduling immediately upon receiving his/her room key to advise them of the need to extend his/her layover period to accommodate the eight (8) hours prone rest. If the extended requested layover provides them with the applicable minimum crew rest at layover, the crew member shall not be deemed as being on a continuous duty period and will not be entitled to the associated credits and premiums.</p> <p>Should an employee miss a scheduled flight in order to obtain his/her prone rest, s/he will be subject to reassignment under article B6.03.</p> <p>L55.15.02.01 An employee is entitled to a minimum of eight (8) hours of prone rest (at their hotel layover room). Prone rest shall commence upon receipt of the hotel layover room key and shall terminate upon check out time, as established by the Lead Flight Attendant or Flight Attendant if there is no Lead Flight Attendant at the layover hotel. In the event the scheduled time between key in hand and check out time does not match the minimum eight (8) hours prone rest within the scheduled layover period and the employee is electing to extend their rest, they shall contact crew scheduling immediately upon receiving their room key to advise them of the need to extend their layover period to accommodate the eight (8) hours prone rest.</p> <p>L55.15.02.02 Should an employee miss a scheduled flight in order to obtain their prone rest, they will be subject to reassignment under article L55.15.07.</p>	
10	Union Review on Onboard Service Mainline	<p>21.01.03.03 Advance discussion on changes affecting the work or working conditions of the employees.</p> <p>21.01.03.03.01 The Company will consult with the Union's Health and Safety Committee prior to implementation of any material change in service and/or cabin crew duties.</p> <p>Such changes will be communicated in advance to the Component Executive or their designate.</p>	



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11	Improved Benefits Mainline	<p>ARTICLE 22 - INSURANCE PLANS</p> <p>22.01 DENTAL PLAN: The Company will pay 100% of the Air Canada Dental Plan premium for all employees.</p> <p>22.01.01 Preventative services are reimbursed at 100%, basic services at 90%, major services at 50% and orthodontic services for dependent children under age 21 are reimbursed at 50%.</p> <p>22.01.02 The combined annual maximum of preventative, basic and major services will be two <ins>three</ins> thousand dollars (\$2,000 <ins>3,000</ins>).</p> <p>22.01.03 The lifetime maximum applicable to orthodontic services, for eligible dependants under age 21, will be two thousand five hundred <ins>three thousand</ins> dollars (\$2,500 <ins>3,000</ins>).</p> <p>22.02 SUPPLEMENTAL HEALTH INSURANCE PLAN II: The Company will pay 100% of the Air Canada Supplementary Health Insurance Plan II.</p> <p>22.02.01 Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, <ins>acupuncturists</ins>, and Podiatrists/Chiropodists in Provinces where such services are not covered by the Provincial Medicare Plan will be covered <ins>at one hundred percent (100%) of the cost per visit</ins>, to a maximum of fifty dollars (\$50.00) per visit to a maximum of one thousand dollars (\$1,000) per person per year or two thousand dollars (\$2,000) per family per year. In Provinces where the Provincial Medical Plan partially covers the fees for the eligible paramedical services, the Company Supplemental Health Plan will cover the difference between the actual fee and the amount covered by the Provincial Medical Plan provided that the applicable provincial legislation permits such coverage.</p> <p>NOTE: Coverage for Podiatrist/Chiropodist is combined.</p> <p>22.02.02 Expenses incurred for psychologists and qualified social worker services will be covered up to fifty dollars (\$50\$) percent (50%) of the cost per visit up to an annual maximum of one thousand five hundred dollars (\$1000.00 <ins>1,500.00</ins>) per employee and two <ins>three</ins> thousand dollars (\$2000.00 <ins>3,000.00</ins>) total per family.</p> <p>22.02.03 Hearing aids purchase or repair will be covered up to a maximum of seven hundred and fifty three thousand dollars (\$750.00 <ins>3,000.00</ins>) per eligible person per five (5) year in a sixty (60) month period.</p>	
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		<p>22.02.04 The lifetime maximum coverage for eligible expenses incurred in Canada shall be fifty thousand dollars (\$50,000). Coverage will be provided for the services of a registered/licensed physiotherapist up to a maximum of four thousand dollars (\$4,000.00) per year per eligible person.</p> <p>22.02.05 Where cabin personnel and/or their eligible dependents have a life threatening or chronic disease, the cost of prescription drugs for the treatment of this life threatening or chronic disease will not be restricted by the above referenced lifetime maximum.</p> <p>22.02.06 05 The cost of medically prescribed oral contraceptives will be fully covered.</p> <p>22.02.07 06 Expenses incurred for Massage Therapy, when prescribed by a physician, will be covered at a rate up to eighty one hundred and ten dollars (\$80) <ins>\$110</ins> per visit, to a maximum of eight hundred one thousand dollars (\$800) <ins>\$1,000</ins> per person or two thousand dollars (\$2,000) <ins>family</ins> 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.</p> <p>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) <ins>four hundred and twenty-five dollars (\$425)</ins> per twenty-four (24) consecutive calendar months.</p> <p><ins>Vision correction surgery will be covered up to six hundred dollars (\$600) on a lifetime per person maximum.</ins></p> <p>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:</p> <p>Flight Attendants \$85,000.00 <ins>100,000.00</ins> Assistant Purfers and Purfers \$85,000.00 <ins>100,000.00</ins></p>	
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12	Introduction of New Aircraft Mainline	<p>23.03.01 In the event that new aircraft types are introduced during the term of the Agreement, negotiations may be opened to resolve the wages and hours of work for such equipment.</p> <p>23.03.02 <u>In the event that new aircraft types are introduced, including variants</u>, the service procedures, <u>washroom facilities</u>, galley <u>set-up</u>/design, emergency equipment and crew facilities related to the duties of Cabin Personnel will be reviewed with the Union prior to <u>the first aircraft's entry into service implementation</u>. <u>This review shall include any or all of the following: aircraft visits, mock-up reviews, and/or visual presentations. For clarity, for the purposes of this article, a variant is when the galley set up, washrooms, emergency equipment and/or crew facilities of a new aircraft are significantly different than those in the internal configurations of the existing fleet.</u></p>	
13	Pension Improvements Mainline Rouge	<p>Collective Agreement language still to be developed:</p> <p>Cap on Compensation:</p> <ul style="list-style-type: none">▪ Effective from year 2025, <u>for period while a CUPE Represented Employee</u>, the limit on Compensation shall be increased from \$80,000 <u>to \$88,000</u>: <p>DB Component for Hybrid Employees: For service <u>from January 1, 2025 only</u>:</p> <ul style="list-style-type: none">▪ Pension benefit formula would change from the current 0.595% / 1% formula to a 1% flat formula.▪ <u>Member</u> contributions would change from the current formula varying by years of service to a flat 3% of earnings <p>DC Component for Hybrid Employees:</p> <ul style="list-style-type: none">▪ Effective January 1, 2026, all new entrants will have as default option the employee contribution rate set at the maximum rate allowed throughout their career.▪ Members will continue to be allowed to change their employee contribution rate at anytime.▪ <u>Maximum employee contributions will be adjusted to reflect any income tax limitations.</u>	



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Merger of Plans:

- The Air Canada Rouge Pension Plan for CUPE Represented Employees (the “Rouge Plan”) will be merged into the Air Canada Pension Plan for CUPE Represented Employees (the “AC Plan”).
- The merger will be effective as of January 1, 2025, unless Air Canada selects a later effective date if it is determined to be necessary or desirable.
- The merged plan will provide the same benefits and conditions as those applicable to plan members before the merger, whether they were members of the AC Plan or the Rouge Plan.
- Air Canada will be the Administrator of the merged plan under the Pension Benefits Standards Act, 1985 (“PBSA”).
- The merger of the Rouge Plan into the AC Plan is conditional upon the Office of Superintendent of Financial Institutions (“OSFI”) not advancing any position that the Merged Plan may be considered a “multi-employer pension plan” under the PBSA.
- **The buyback policy applicable to Air Canada Mainline CUPE Represented Employees will be applicable to Air Canada Rouge employees under the merged plan, including the option to buyback a breastfeeding leave pursuant to article 10.07 of the collective agreement.**
- **The enclosed pension MOA regarding the merger of the plans is acceptable.**

L55.16.15 BREASTFEEDING LEAVE: Air Canada Rouge 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.

L55.16.15.01 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.

L55.16.15.02 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 Rouge. An employee who wishes to buy back her pension for the period she was on breastfeeding leave must inform Air Canada Rouge of her intention within ninety (90) days of her return to active employment.



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		<p>Indexation of pensions in payment:</p> <ul style="list-style-type: none">▪ On January 1, 2026, pensions in payment from the AC Plan will be indexed by 1.0%.▪ On January 1, 2028, pensions in payment will be indexed by 1.5% if the solvency ratio of the AC Plan exceeds 125% at 1.1.2027.▪ On January 1, 2030, pensions in payment will be indexed by 1.5% if the solvency ratio of the AC Plan exceeds 125% at 1.1.2029▪ For members who retired in the year preceding the date the pension is adjusted, the increase is pro-rated based on the number of months since the date of retirement	
14	Onboard Crew Rest – LOU 28 Improvements Mainline	<p>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.</p> <p>Note: This clause shall apply to any flight leg scheduled or re-forecast, on the day of departure, to exceed eight (8) seven (7) hours from gate to gate. Crew will be permitted to sleep during their crew break in accordance with Company policy for one hour, 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 one clean pillow cases, two one 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.</p> <p>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 and 1 minute (8:01) 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. If a flight is scheduled to depart between 2200 and 0459 local and is part of a duty period which is scheduled to exceed six hours and thirty minutes (6:30), crew will be permitted to sleep during their crew break, in accordance with Company policy as published in ePub, for a period of up to thirty (30) minutes, on any flight leg scheduled or re-forecast, on the day of departure, to exceed four (4) hours but be</p>	<p>Crew bunk kits will now be provided on flights over 7 hours scheduled or reforecast on day of departure.</p> <p>Flights over 4:00 hours but less than 7:01 with duty periods greater than 6:30, can have 30 minutes sleep but can't modify service in these scenario's per note 3.</p> <p>On other flights where crew breaks are permitted, you can use the crew bunks when available.</p>



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less than seven (7) hours and one (1) minute (7:01) 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 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 Seats 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 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.

Note 4: On flights where crew breaks are permitted, Cabin Personnel will be permitted to utilize the crew rest unit for their break on aircraft types where it is available, however, the crew rest unit provisions of Article B14 and Letters of Understanding 18, 22 and 31 shall not apply.

The Hotel provision of L28.02 below does not apply.

- L28.02** In the situation where the last sold seats are not available, Cabin Personnel may request a hotel upon arrival in Toronto. In that case, duty period and meal expense will terminate 15 minutes after arrival in Toronto.
- 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.
- L28.04** The above mentioned provisions will apply to a flight leg on the following routes, provided the leg operates between 2200 and 0800 hours.

Toronto - Honolulu - Toronto
Honolulu - Sydney - Honolulu
Vancouver - Beijing - Vancouver

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15	Grievance Procedure LOU 44 Improvements Mainline	<p>Letter of Understanding 44 - Grievance Procedure</p> <p>BETWEEN:</p> <p>Canadian Union of Public Employees, Air Canada Component (the "Union")</p> <p>-and-</p> <p>Air Canada (the "Company")</p> <p>WHEREAS the parties recognize the necessity to resolve grievances in an accelerated and timely manner in order to improve labour relations;</p> <p>AND WHEREAS the parties agree to adapt their modified grievance/arbitration procedure for the duration of the current Collective Agreement;</p> <p>AND WHEREAS this modified grievance/arbitration procedure will take precedence over the Collective Agreement articles that it affects directly;</p> <p>NOW THEREFORE, the Company and Union agree to the following:</p> <ol style="list-style-type: none">1. Where no satisfactory settlement is obtained through the discussion with a supervisor, an individual or policy grievance may be initiated by the Union in writing. <u>Upon the filing of a grievance a copy will be sent to the office of the chief Arbitrator.</u> The parties will process the grievance through the following grievance procedure within a 30 day period:<p>Level 1 Grievances: Individual grievances involving crew resource utilization shall be sent to the Manager, Crew Resource Utilization, or his/her designated representative. All other individual grievances shall be sent to the In-Flight Service Base Director/Manager, or his/her designated representative.</p><p>Level 2 Grievances: Policy <u>/Discharge/Termination</u> Grievances <u>(coded as "CHQ")</u> shall be sent to the Senior Director, Labour Relations, or his/her designated representative.</p>
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2. The parties will process Level 1 and 2 grievances within 30 days of the grievance being filed. Unless the parties are otherwise agreed, all grievances will be heard at only one level in the grievance procedure above.

3. Grievances will be placed on the first monthly review list, maintained by the Chief Arbitrator, following the expiration of 30 days from the date the grievance was filed. Each party can propose which grievances be reviewed in each monthly review. The parties can agree, and/or either party can propose, to consolidate or hear together grievances of similar subject matter if doing so will lead to the efficient resolution of the grievances. In the event of a difference between the parties with respect to whether grievances should be consolidated or heard together, the Chief Arbitrator shall determine whether the grievances shall be consolidated or heard together. In the event that the parties cannot agree on which grievances are to be reviewed, and/or in what order the grievances are to be reviewed, in each monthly review, the Chief Arbitrator shall determine the matter, having regard to the following order of priority:

- i. **Policy/Discharge/Termination grievances**
- ii. Grievances in which there is possible irreparable harm/**return to work grievances**
- iii. **Return to work grievances**
- iv. **Demotions/Discipline grievances/all other grievances**
- v. **Discipline grievances**
- vi. **All other grievances**

4. Each month, the Chief Arbitrator will review the monthly review list, and to the extent possible, will seek to resolve through mediation the matters on the monthly review list. If the matters cannot be resolved through mediation, the Chief Arbitrator shall decide the matter(s) through expedited arbitration, unless either party requests, or the Chief Arbitrator orders, that the matter be referred for a full hearing before the Chief Arbitrator or another Arbitrator.

5. An expedited arbitration hearing shall address up to two (2) grievances.

Arbitration:

5. **6.** The Chief Arbitrator shall be William Kaplan.

6. **7.** ~~Subject to paragraph 7 below, Any references to a Chief Arbitrator or~~ Martin Teplitsky in the Collective Agreement, **as well as any as any grievances, awards, or settlements with which Martin Teplitsky was, or would, be seized,** shall now **be referred to the Chief Arbitrator, William Kaplan.**

7. **The parties agree as follows:**



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- i. All grievances filed on or after June 24, 2009 will be dealt with by the Chief Arbitrator as named herein.
- ii. Grievances filed before June 24, 2009 will be heard by Martin Teplitsky on an expedited mediation arbitration basis, in accordance with the parties' mutual direction to Mr. Teplitsky to (a) resolve and/or decide as many of these grievances as possible or (b) determine that the grievance(s) should be referred to a full hearing before the Chief Arbitrator or another Arbitrator. Any of the grievances filed before June 24, 2009 which have not been either so resolved or decided by Mr. Teplitsky or referred to a full hearing before the Chief Arbitrator or another Arbitrator on or before September 30, 2009 will be dealt with by the Chief Arbitrator.
- iii. Mr. Teplitsky will remain seized of all matters involving grievances filed before June 24, 2009 where he has issued a decision which indicates that he is to remain seized and will retain the jurisdiction conferred upon him pursuant to Schedule 4 (PBS) of the Memorandum of Understanding dated May 18, 2004 and paragraph 6 of the Memorandum of Agreement dated June 18, 2004 (subject to the parties having the option of referring the matter to George Adams as contemplated therein), including CHQ 08 10 and the PBS Audit Arbitration.
- iv. Mr. Teplitsky will remain seized with respect to such other matters as the parties agree.
- 8. Arbitrations will be conducted in accordance with Article 15, however examinations-in-chief will be replaced by a written statement from each witness, unless otherwise agreed or the Arbitrator permits. The written statements are to be exchanged in advance.
- 9. Cross examination and reply will proceed as usual.
- 10. The parties will supply the Arbitrator with a brief which will concisely set out the basis of the grievance and the basis of the denial, the facts, the documents that a party intends to rely upon, submissions and witness statements. Authorities may also be included.
- 11. If either the Company or Union elect not to have a grievance heard by the Chief Arbitrator, an Arbitrator shall be selected from the following list, unless the parties agree otherwise. If the parties cannot agree on which Arbitrator shall hear the matter, the Arbitrator shall be the one whose name follows the last Arbitrator selected to hear a grievance. Grievances where the parties agree the language of the hearing shall be in French, shall be heard by one of the bilingual or Francophone arbitrators on the list below, as identified by an asterisk:

- 1 Pamela Picher
- 2 Donald Carter



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- 3 [Laura Trachuk](#)
- 4 [Louisa Davie](#)
- 5 [Natalie Faucher **](#)
- 6 [Michel Picher **](#)

- 1. [Eli Gedalof](#)
- 2. [Jesse Nyman](#)
- 3. [Sheri Price](#)
- 4. [Johanne Cave **](#)
- 5. [Christopher Albertyn](#)
- 6. [Jesse Kugler](#)
- 7. [Russell Goodfellow](#)
- 8. [Amal Garzouzi**](#)

~~The parties shall meet to select the names of 3 arbitrators to be inserted by parties by September 30, 2009. In the event of a disagreement, or if the parties are unable to name 3 additional arbitrators to this list, the issue will be resolved with the assistance with mediators Jacques Lessard and James Farley, Q.C.~~

- 12. The Arbitrator shall provide brief written reasons with every award within 30 days of the hearing.
- 13. The Chief Arbitrator shall have all the powers of an arbitrator under section 60 of the Canada Labour Code. The Chief Arbitrator will have exclusive jurisdiction respecting requests for interim orders of any kind permitted by the collective agreement and the Canada Labour Code., including but not limited to the power to prohibit actions pending the resolution of the grievance on the merits. The Chief Arbitrator shall hear requests regarding urgent matters within 48 hours of being requested to do so and shall render a binding decision at the conclusion of the hearing or, if not possible, within 24 hours of the hearing.
- 14. The parties will share equally in the cost of pre-hearings, mediations and arbitration. However, if a hearing is cancelled by one party, that party shall absorb cancellation fees, if any. Should an Arbitrator hear more than one case in a day involving different Unions, costs will be apportioned between the Unions.

DATE, 2025

Mr. Wesley Lesosky
President
Air Canada Component of CUPE
25 Belfield Road



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[Etobicoke, ON](#)
[M9W 1E8](#)

[Re: Air Canada Mainline Grievance Review Process \("Grievance Review"\)](#)

[Dear Wesley,](#)

[This letter will confirm the parties' agreement that for the life of the 2025-20XX Collective Agreement, the parties agree to meet quarterly to conduct a Grievance Review session. During a Grievance Review session, the parties will attempt to resolve outstanding grievances to avoid having recourse to LOU 44. Unless the parties agree otherwise, the process will be as follows:](#)

- [Grievance Review sessions will be scheduled quarterly, approximately three \(3\) months apart.](#)
- [Only grievances denied or not settled at Level 1 may be scheduled for a Grievance Review.](#)
- [A maximum of six \(6\) representatives may participate in a Grievance Review for each party.](#)
 - o [Attendees must have the authority to resolve any grievance scheduled for the Grievance Review.](#)
- [There will be no legal counsel or mediator present.](#)
- [Resolutions will be without prejudice or precedent to any other existing or future matters between the parties.](#)
- [The Grievor\(s\) will not attend the Grievance Review sessions.](#)
- [The agenda for a Grievance Review session will be agreed to by both parties at least thirty \(30\) days prior to the session. Each Grievance Review session will alternate between base/discipline grievances and scheduling/pay grievances.](#)
- [Prior to the conclusion of the Grievance Review session, the parties will confirm in writing which grievances have been resolved. The parties will then execute minutes of settlement which shall set out the terms and conditions of the resolution of each grievance within seven \(7\) days.](#)
- [Suspensions will continue to be unserved for the term of this collective agreement.](#)



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			<ul style="list-style-type: none">- <u>Within 90 days of the ratification of the 2025-20XX Collective Agreement, the Union will provide the Company with a list of grievances filed more than 24 months before ratification that it intends to pursue through the Grievance Review and/or LOU 44. Any grievances that were filed more than 24 months before ratification that are not on this list will be considered withdrawn without prejudice.</u>- <u>Upon implementation, one (1) additional Grievance Review session will be scheduled over and above the quarterly scheduled dates for a total of five (5) Grievance Review sessions within the first twelve (12) months. This additional Grievance Review session will be to address the list of grievances filed more than 24 months before ratification which the Union intends to pursue.</u> <p><u>Yours truly,</u> <u>Giuseppe Morello</u> <u>Senior Director, Labour Relations</u></p>	
16	Flow Through Unilingual Flight Attendants Rouge	L59.01	Cabin Personnel at both Air Canada Rouge and Air Canada Mainline have the ability to submit their names on a <u>standing flow through</u> transfer list <u>at any time</u> . <u>Employees will be eligible for transfer</u> after completing a minimum of two (2) years of service at either Air Canada Rouge or Air Canada Mainline. <u>The Companies may reduce the two (2) year service requirement at their discretion. The Companies shall advise the Component President should the two (2) year service requirement be waived.</u>	
		L59.02	<p><u>At least once per calendar year</u> <u>On a monthly basis</u>, <u>at a date or date[s] to be determined by the Companies</u>, the Companies will <u>review the standing flow through transfer list</u>. <u>Eligible employees will be offered the ability to transfer to</u> <u>offer the ability for an employee at either</u> Air Canada Rouge or Air Canada Mainline <u>to transfer</u>, in order of seniority, to the other company if:</p> <ol style="list-style-type: none">i. There are vacancies at the other company; orii. There is another employee at the other company who has also submitted his/her name for the transfer list. <p>The Master Cabin Personnel Seniority List referenced in Article 16.08.01 shall govern the award. <u>The date of transfer, which will be subject to the employee meeting the requirements set out in L59.09, shall be communicated to the employee at the time they are offered a vacancy.</u></p>	
		L59.02.01	The total number of transfers from Air Canada Mainline to Air Canada Rouge pursuant to L59.02(i) and L59.02(ii) shall not exceed fifty (50) in any one offering.	



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		<p>L59.03 The Companies will post the transfer lists referenced in L59.01 above.</p> <p>L59.04 The Companies shall action the transfers <u>in accordance with Article 18.03 and L55.32.02. For mutual transfers, the Companies shall action the transfers</u> no later than six (6) months after the date[s] upon which the Companies offer Cabin Personnel the right to transfer.</p> <p>L59.05 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.</p> <p>L59.06 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.</p> <p>L59.07 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:</p> <ul style="list-style-type: none">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; andiv) The provisions relating to sick leave and vacation, which shall be applied in accordance with L59.11 below.	
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		<p>L59.08 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.</p> <p>L59.09 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.</p> <p><u>The actioning of transfers will not be refused because the route language relied upon to meet the above language qualification requirement is no longer an active route language on the date of the transfer.</u> 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 L59.06</p> <p>L59.10 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.</p> <p>L59.11 <u>Vacation & Sick Entitlements</u></p> <p>L59.11.01 Cabin Personnel transferring under Article L59.02, 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 LOU 55 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.</p> <p>L59.11.02 <u>Sick leave entitlements will be prorated as follows:</u></p> <p>L59.11.02.01 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.</p> <p>L59.11.02.02 A Cabin Crew Member transferring from Air Canada Mainline to Air Canada Rouge will fall under Article 11 of the Air Canada Rouge LOU 55. 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.</p>	
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		<p>L59.11.02.03 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.</p> <p>L59.11.03 Vacation entitlement will be as follows:</p> <p>L59.11.03.01 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 30th each year.</p> <p>L59.11.03.02 The vacation entitlement at Mainline will be reduced by the amount of vacation days utilized in that year while at Air Canada Rouge.</p> <p>L59.11.03.03 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 LOU 55 based on their completed years of continuous company service at Air Canada Mainline prior to April 30th each year.</p> <p>L59.11.03.04 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.</p> <p>L59.11.04 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.</p> <p>L59.12 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.</p>	
		<p><u>DATE, 2025</u></p> <p><u>Mr. Wesley Lesosky</u> <u>President</u> <u>Air Canada Component of CUPE</u> <u>25 Belfield Road</u> <u>Etobicoke, ON</u> <u>M9W 1E8</u></p>	



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Re: Air Canada Rouge – Flow Through

Dear Wesley,

The parties have agreed to renew Letter of Understanding 59 ("LOU 59"), which outlines the conditions under which Air Canada Mainline employees may flow-through to Air Canada Rouge and vice-versa ("Flow-Through LOU"). L59.09 provides that employees must meet all qualifications, including language qualifications, for the position at the Receiving Company and pass all required training, prior to the transfer.

The present will confirm that conditional on the ratification of the 2025 Collective Agreement, and notwithstanding L59.09, Air Canada will consider unilingual Air Canada Rouge employees on the payroll on the ratification date eligible for a one-time future flow-through opportunity to its Air Canada Mainline YYZ base subject to the terms and conditions outlined in the Flow-Through LOU.

Additionally, Air Canada shall consider future unilingual Air Canada Rouge employees not on the payroll on the ratification date, eligible for a one-time flow-through opportunity to Air Canada Mainline, subject to the terms and conditions set out in Flow-Through LOU 59 that are not specifically modified by this letter. However, the timing, number of unilingual Air Canada Rouge employees permitted to flow through at any given time, and bases to which they will be permitted to flow through will be determined by the Company, at its sole discretion.

Language qualifications will apply to subsequent flow-through between both airlines. Put another way, once at Air Canada Mainline, if/when unilingual Air Canada Rouge crew subsequently decide to return to Air Canada Rouge in accordance with LOU 59, any future flow-through to Air Canada Mainline will be subject to the language qualifications in L59.09.

Yours truly,

Giuseppe Morello
Senior Director, Labour Relations

ARTICLE 18 - FILLING OF VACANCIES

PREAMBLE: When Article 18 is at variance with Letter of Understanding 2, Bilingual Block Positions, and Letter of Understanding 1, In-Charge - Filling of Vacancies, the provisions of those letters will apply.



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		<p>18.01 Seniority shall govern the filling of vacancies, subject to the provisions of Article 18, provided the employee concerned has reasonable qualifications for the operations involved as determined by the Vice President, Customer Service.</p> <p>18.01.01 Subject to the provisions of Article 17, the Company may declare NLFA vacancies at a Designated Base. The filling of NLFA vacancies shall be governed by the following priorities:</p> <p>18.01.01.01 Actioning of NLFA statements of preference for Base transfer;</p> <p>18.01.01.02 Transfer of NLFA's surplus to requirement at another Base, except employees who were hired prior to January 1, 1993;</p> <p>18.01.01.03 Assignment of NLFA graduates from initial training.</p> <p>18.01.02 The Company may establish the number of NLFA's vacancies required at each Designated Base. The number shall be established in accordance with the schedule in Appendix 4 and will include blocks, plus ten (10%) percent Reserve.</p> <p>18.02 Assignments to a Base shall be classed as permanent or temporary. A temporary assignment to a Base is any assignment, which, in the Company's opinion, is expected to be in existence three (3) consecutive months or less.</p> <p>18.03 The filling of vacancies shall be governed by the following priorities subject to the provisions of Article 18.01.</p> <p>NOTE: It is the intention of the parties that cabin personnel who transferred to another base at the time of layoff, upon request, will be returned to their original base prior to actioning the transfer list.</p> <p>18.03.01 Recall of personnel on laid-off status and return of personnel <u>as per Article 17.</u></p> <p>18.03.02 Return of personnel who transferred under article 17.02 and 17.03. S/he shall be provided with not more than five (5) calendar days from the time of verbal or written notification to respond to the offer. Employees transferred under Article 17.02/17.03 who are notified of a permanent assignment at the point of transfer, must accept, or their rights to be returned to their original base will expire.</p> <p>18.03.03² Acting on statements of preference for Base transfer.</p>	
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	<p>18.03.043 Transfer of personnel surplus to requirement at another Base.</p> <p>18.03.04 <u>Transfer of flow through personnel pursuant to LOU 59.</u></p> <p>18.03.05 Assignment of graduates from a training class.</p>
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LETTER OF UNDERSTANDING 55: AIR CANADA ROUGE

<p>L55.32 <u>FILLING OF VACANCIES</u></p> <p>L55.32.01 <u>Assignments to a Base shall be classed as permanent or temporary. A temporary assignment to a Base is any assignment, which, in the Company's opinion, is expected to be in existence three (3) consecutive months or less.</u></p> <p>L55.32.02 <u>The filling of vacancies shall be governed by the following priorities subject to seniority:</u></p> <p>NOTE: <u>It is the intention of the parties that cabin personnel who transferred to another base at the time of layoff, upon request, will be returned to their original base prior to actioning the transfer list.</u></p> <p>L55.32.02.01 <u>Recall of employees on laid-off status and return of personnel as per Article 17.</u></p> <p>L55.32.02.02 <u>Acting on statements of preference for base transfer.</u></p> <p>L55.32.02.03 <u>Transfer of personnel surplus to requirement at another Base.</u></p> <p>L55.32.02.04 <u>Transfer of flow through personnel pursuant to LOU 59.</u></p> <p>L55.32.02.05 <u>Assignment of graduates from initial training.</u></p> <p>L55.32.03 <u>Two or more employees who have filed a statement of preference for base transfer, may transfer, subject to seniority and language qualifications, on a mutual exchange basis. Such exchanges will not create or fill a vacancy.</u></p>	
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L55.32.04 Any employee who desires to transfer to a different Base may file a statement of preference in accordance with the provisions of Article L55.32.06. Upon transfer, an employee may file another statement of preference, but the Company need not act upon the request for a period of six (6) months from the date of transfer.

L55.32.05 The provisions of Article L55.32.04 do NOT apply to probationary employees on initial base training. A probationary employee may use the transfer provisions outlined in Article L55.32.04 provided that three (3) months of his/her probationary period will be available at the receiving location. This may require a voluntary extension of the probationary period. The In-Flight Service Base Director/Manager at the initial location may grant exemptions from such voluntary extensions if s/he considers the Flight Attendant has proved himself to be satisfactory.

L55.32.06 Statements of preference will be completed by an employee who wishes to transfer from one Base to another and acted upon by the Company as follows:

L55.32.06.01 Application - will be made in writing utilizing the statement of preference form and submitted electronically to the Company.

L55.32.06.01.01 Statements of preference will be maintained on file by the Company for the current calendar year and will expire in all cases on December 31st of the year submitted.

L55.32.06.01.02 An employee shall be provided with the current status of all statements of preference on file upon written request to the Company.

L55.32.06.02 Withdrawal - a statement of preference may be withdrawn by an employee at any time in writing and submitted electronically to the Company.

L55.32.06.03 Offer - When a statement of preference is acted upon and an employee is offered a transfer, s/he shall be provided with not less than forty-eight (48) hours from the time of verbal or written notification to respond to the offer.

L55.32.06.03.01 The Company may elect to act on statements of preference in excess of the number of vacancies to be filled. Such excess offers shall be considered conditional based on the acceptance or declination of offers made to more senior employees.



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		<p>L55.32.06.04 <u>Acceptance - An employee accepting a transfer will be required to signify his/her acceptance in writing.</u></p> <p>L55.32.06.04.01 <u>In the case of a mutual transfer pursuant to L55.32.03 neither of the employees will be permitted to decline or withdraw their request after having accepted in accordance with Article L55.32.06.04, unless mutually acceptable to the Company and the Union at the Headquarters level.</u></p> <p>L55.32.06.05 <u>Declination - An employee declining an offer to transfer will be required to signify his/her declination in writing. The declination will constitute a withdrawal of the request and the Company need not action any statement of preference from that employee for a period of six (6) months from the date of his/her declination.</u></p> <p>L55.32.06.06 <u>An employee transferring under the provisions of Article L55.32.04 will be given a minimum of thirty (30) days' notice before effecting the transfer unless otherwise mutually agreed to between the employee and the Company.</u></p> <p>L55.32.07 <u>In making an assignment to a temporary vacancy, whether or not there are statements of preference on file, the Company shall fill such vacancy as it deems fit.</u></p> <p>L55.32.08 <u>Where an assignment is made by the Company to a permanent vacancy from statements of preference, an employee so assigned shall assume his/her own moving expenses, space available transportation being provided in accordance with Company Regulations.</u></p> <p>L55.32.09 <u>In filling a vacancy by transfer of personnel surplus to requirements, the Company shall pay reasonable moving expenses, space available transportation being provided in accordance with Company Regulations.</u></p> <p>L55.32.10 <u>Vacancies beyond the filling of the first vacancy and the vacancy that may have been created thereby, may be filled by the Company as it deems fit. If the vacancy is filled through the implementation of a statement of preference, the employee shall assume the moving expenses, the Company providing space available transportation in accordance with Company Regulations.</u></p>	
17	Crew Complement Improvements Mainline	<p>L60.04.02 The crew complement on Overseas wide-body operations that fall within B5, B14, LOU 18, LOU 22A and LOU22B operations shall be as follows:</p>	



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Aircraft Type	Overseas Flying B5 1 Crew Member: 40 Passenger Ratio (All doors Covered)	B14	LOU 18	LOU 22A	LOU 22B
767	6	7	X	X	X
330	8	9	X	X	X
787-8	8	8	8	9	9
787-9	8	9	9	10	<u>10-11</u>
<u>787-10</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>12</u>
777-2	8	9	10	11	12
777-3	10	11	12	13	<u>13-14</u>
777P	12	13	13	15	16

L60.04.02.01 The crew complement set out in L60.04.02 above supersedes the crew complement requirements set out in B14, LOU 18, LOU 22A, LOU 22B, or LOU 46.

L60.04.02.02 Of the total blocked crew on B14, LOU 18, LOU 22A and LOU 22B, two positions shall be In-Charge positions.

L60.04.07 [The minimum scheduled crew complement on the A321 XLR on flights that have a scheduled block-to-block flight time of greater than 7:30 shall be five \(5\) crew members.](#)

18

LOU 61 Crew
Rest Seats
Improvements
Mainline

LOU 61 - A330 & A321 XLR Crew Rest Seats

On A330 and A321XLR non-crew bunk equipped aircraft operating flights which have a scheduled block to block flight time of greater than 7:30 hours but less than 11:30 hours, the Company will dedicate a bank of economy class seats for crew rest purposes. [Additionally, on A330 non-crew bunk equipped aircraft operating flights which have a scheduled block to block flight time of greater than 7:30 hours but less than 11:30 hours, the Company will ensure that one additional bank of economy class seats is held as Last Sold Seats.](#) The location of these seats will be determined by the Company.

Cabin Personnel may sleep in the bank of dedicated economy class seats 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.



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		<p>No more than two (2) Cabin Personnel may sleep at any one time. <u>On the A330 no more than four (4) Cabin Personnel may sleep at any one time when Last Sold Seats are available.</u> The Company shall use best efforts to install a curtain for privacy <u>around dedicated seats</u> which, if installed, must be used by Cabin Personnel when the seats are in use. Signs or makeshift curtains are not permitted.</p> <p>Letters of Understanding 27 and 28 shall not apply when dedicated crew rest seats have been provided in accordance with the foregoing.</p>	
19	Deadhead Seating Priority Mainline Rouge	<p><u>DATE TBD, 2025</u></p> <p><u>Wesley Lesosky</u> <u>Component President</u> <u>Air Canada Component of CUPE</u> <u>25 Belfield Road</u> <u>Etobicoke, ON M9W 1E8</u></p> <p><u>Dear Wesley</u></p> <p><u>This letter confirms the parties' agreement that following ratification of this Collective Agreement, Air Canada and Air Canada Rouge will update their respective "ePubs" to include the following seating priorities for Cabin Personnel when deadheading:</u></p> <p><u>Cabin Personnel will be provided Economy Positive Space (PY1) travel with move-up privileges to the Highest Class (J then O).</u></p> <p><u>Seating priority for all Cabin Personnel shall be aisle seat, followed by window seat, then middle seat, based on availability at the time the reservation is created.</u></p>	



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		<p>Deadheading crew members shall be provided with zone 3 boarding on all Air Canada Mainline, Air Canada Rouge, and Air Canada Jazz flights.</p> <p><u>Yours truly,</u> <u>Giuseppe Morello</u> <u>Senior Director, Labour Relations</u></p>	
20	Reserve Improvements Mainline	<p>B8.13 CALL - IN RESERVE:</p> <p>B8.13.01 An employee who is scheduled on call-in reserve will be required to contact the Crew Resource Centre the day prior to his/her duty day for flight assignment. The call-in time will be established at each Base by mutual agreement between the Crew Resource Centre and the Local President. The call-in time will be published with the monthly block package at each Base.</p> <p>B8.13.02 An employee while on call-in may be requested to call back provided the call back time is within the specified call-in period.</p> <p>B8.13.03 An employee on call-in reserve must call in the day prior to a scheduled duty day even if the call-in time falls on a day off, or vacation day. However the employee may request to be placed on ready reserve for a period of up to sixteen (16) hours on his/her first duty day following any time off in order to preclude the requirement of making a call-in prior to the first duty day. Such arrangement must be made in advance with the Crew Resource Centre.</p> <p>B8.13.04 An employee who is on call-in reserve is released from the obligation to stand-by on reserve, however if contacted s/he must accept flight assignment provided s/he is legal in all respects.</p> <p>[...]</p> <p>B8.24 HOURS OF CONTACT: Between 2301 and 0800 hours, a Reserve Blockholder will NOT be contacted more than three hours (3:00) two hours and thirty minutes (2:30) (three hours at Mirabel) before flight</p>	



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		<p>departure or before the beginning of airport standby duty.</p> <p>[...]</p> <p>B8.27 CALL-IN RESERVE:</p> <p>B8.27.01 Call-in reserve will be required to contact the Crew Resource Centre the day prior to his/her next reserve duty day. Such call-in will be to determine what, if any, flight assignment has been awarded to him.</p> <p>B8.27.02 At call-in time, the Crew Scheduler will <u>assign the employee: either assign a flight sequence, change the reserve cabin attendant's status to "ready reserve" or release the reserve cabin attendant until next call-in time.</u></p> <p class="list-item-l1">i) <u>a pairing;</u></p> <p class="list-item-l1">ii) <u>Airport Standby;</u></p> <p class="list-item-l1">iii) <u>a release from reserve duty until their next call-in time; or</u></p> <p class="list-item-l1">iv) <u>a Ready Reserve period of up to sixteen (16) consecutive hours.</u></p> <p>Note 1: The Ready Reserve time frame will be assigned at call in time at Company discretion.</p> <p>Note 2: Ready Reserves assigned a specific time frame will not be obligated to remain available outside that time frame, however an assignment may be given outside of that time frame if contact is made with the employee.</p> <p>B8.27.02.01 An Employee on Call-in Reserve assigned to a Ready Reserve period of up to sixteen (16) hours may be assigned a pairing that departs within or after the Ready Reserve period.</p> <p>B8.27.03 Management and the Local President will establish a mutually agreeable call-in period at each Base. Such call-in period will, however, be established to most effectively meet operational requirements at the Base and will be subject to periodic review. The call-in time will be published each month in the block bid package.</p> <p>B8.27.03.01 If an employee has been awarded a pairing which departs at 1200 hours or later, s/he will be released from reserve duty until the required report time. The assignment may subsequently be changed if the employee can be contacted prior to the report time or at report time.</p>	
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		<p>B8.27.03.02.01 If an employee has been awarded a pairing which departs prior to 1200 hours, s/he will be released from reserve duty for the remainder of the day on which s/he made his/her call in.</p> <p>B8.27.03.02.02 S/he may, however, be required to resume reserve duty status at 0001 of the day his/her assignment is scheduled to depart. The Crew Scheduler will advise him at call-in if s/he is to be released until report time or if s/he is to resume reserve duty at 0001 the day his/her assignment is due to depart.</p> <p>B8.27.03.02.03 The assignment may subsequently be changed if the employee is contacted prior to 0001 or after 0001 while on reserve duty status subject to the limitations of B8.24.</p> <p>B8.27.03.03 When an employee checks in with the Crew Resource Centre following the completion of an assigned pairing, s/he may be awarded another assignment at that time. If such assignment departs at 1200 hours or later the next day, s/he will be released from reserve duty until the required report time of the assigned pairing.</p> <p>If s/he is not assigned a flight at that time, s/he will be required to contact the Crew Resource Centre upon completion of his/her crew rest or at his/her option at the normal call-in time during his/her crew rest.</p> <p>[...]</p>	
		<p>B8.29 CONVERSION: Call in reserve may be required to convert to ready reserve at call-in time or at any other time if contacted. Such conversion is to avoid excessive drafting or operational disruption. The Company will ensure that no more than 5025 per cent of call-in reserves at Toronto, Montreal and Vancouver bases will be converted to ready calculated on a monthly basis. The Company will ensure that no more than 5025 per cent of call-in reserve in Calgary will be converted to ready reserve calculated on a quarterly basis. The Company will monitor this on a daily basis and will provide this monitoring to the Union upon request.</p> <p>The Company and the Union will meet on a quarterly basis to determine whether an excessive number of call-in reserve have been converted to ready reserve.</p> <p>B8.30 READY RESERVE:</p> <p>B8.30.01 An employee on ready reserve will be on call at all times during his/her scheduled reserve duty days except during legal crew rest periods.</p>	



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		B8.30.01.01 An employee on reserve who cannot be contacted at their designated phone number(s) after two (2) calls from Crew Scheduling, no less than fifteen (15) minutes apart, will be considered unavailable for duty.	
21	Reassignment Timeframe Improvements Mainline	B6.03.05 Reassignment Restriction: An employee may only be reassigned to a flight or flight sequence which operates within the initially scheduled calendar days in his/her block, except where s/he elects to exercise his/her option under Article B3.07 - Blocked Charter/Regular Pairing Revisions and Article B6.03.04. NOTE: An employee who is originally scheduled to arrive at homebase prior to 0300 on the last scheduled day of their pairing, will not be reassigned to a flight that is scheduled to arrive after 0300 on that calendar day.	
22	Truth and Reconciliation – Mainline Rouge	<i>Insert below as Preamble:</i> The Parties acknowledge and recognize that this Collective Agreement was signed on the Treaty Lands and Territory of the Mississaugas of the Credit First Nation as well as the traditional territory of the Huron-Wendat and Haudenosaunee peoples. Further, the Parties are committed to fostering a healthy, rewarding, and respectful work environment by supporting an organizational culture that exemplifies inclusion and reconciliation with Indigenous Peoples in Canada.	
23	Trip Trade Enhancements Process and Ground Duty – Pre/Post Mainline	B5.03 GROUND DUTY - PRE/POST DUTY PERIOD B5.03.01 General: An employee may be required to report for duty up to thirty (30) minutes prior to any duty period. This time shall be included in the duty period limitations but shall be excluded from the calculation of all guarantees and flight time limitations. Where Service Directors are required to report for duty earlier than the rest of the operating crew, that extra time shall be excluded from both the duty period limitations and the calculation of all guarantees and flight time limitations. Note: Policy grievance CHQ-17-11 resolved.	



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5.08 GROUND DUTY - PRE/POST PERIOD - Where an employee is required to report for duty prior to or remain on duty following the termination of a Duty Period under Article B5.03, s/he shall be paid at one-half (½) of the hourly rate of pay for his/her classification applicable to the duty period involved.

Date XX

Mr. Wesley Lesosky

President

Air Canada Component CUPE

25 Bellfield Road,

Etobicoke, ON

M9W 1E8

Dear Mr. Lesosky:

The letter will confirm the parties' agreement that after ratification the Company and the Union will meet to discuss possible enhancements to the automated trip trade system. Any mutually agreed to enhancements shall be developed within the life of this collective agreement.

Once finalized, any mutually agreed to enhancements will be brought to the membership for ratification.

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, all enhancements must be cost neutral and not result in any implementation cost.

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,



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		<u>Giuseppe Morello</u> <u>Senior Director, Labour Relations</u>	
24	Per Diems Mainline Rouge	TBD – Increased by the corresponding % increase to wages – Mainline and Rouge (after ratification or interest arbitration on wages).	
25	Union Airport Offices Rouge	L55.24.07 Union Airport Office –Air Canada Rouge shall provide the Union with one office space in the Toronto (YYZ) airport terminals at all Air Canada Rouge cabin crew bases 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 and CUPE shall bear share the cost of this these office spaces equally .	
26	Pay Protection Rouge	L55.14.12.01 Drafting will be in the following order: <ul style="list-style-type: none">• Cabin Crew member who is on a day off and is legal in all respects• Cabin Crew member who is on a day off whose next scheduled duty is not affected, but which will result in an over projection, the Company will select the pairing to be dropped without pay protection• Cabin Crew member who is on a day off whose next scheduled duty is affected. Where, due to insufficient notice, the normal draft sequence cannot be applied, flight coverage will be provided by move-up of partial or total crews on scheduled duty days, to the extent required to minimize disruption of that crew. No premium or pay protection will apply. <u>Should a draft or move-up interfere with a blocked pairing, the employee shall receive credit protection for the greater of the scheduled flight time credits or the actual flight time credits operated.</u>	



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		<p>However, those who volunteer for draft, and who are legal in all respect, will be assigned first prior to initiating the draft sequence.</p> <p>L55.15.07 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 assigned duty within the originally blocked pairing day(s).</p> <p>Regular Blockholders Employees who are converted to standby status subject to reassignment shall receive the greater of the scheduled block credits for the flight or flight sequence affected or the actual credits earned where reassigned. shall receive the greater of four (4) hours pay per day or the value of the re-assigned pairing.</p> <p>L55.15.07.01 An employee subject to reassignment may be required to operate to Home Base on a day not originally scheduled as a duty day in their block.</p>	
27	Passport Reimbursement Improvements Mainline	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 (10) year passport renewal and photograph receipt(s), including any urgent processing fees will be fully 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. Submission of receipts within one (1) year of the passport expiry date will be reimbursed.	
28	Service Fees Waived – Mainline Rouge	**New Letter to be developed Service fees will be waived for all Cabin Personnel personal pass travel until the expiry of the Collective Agreement. **Service fees will only be waived if the Collective Agreement is ratified.	



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29	Service Director Filling of Vacancies Mainline	<p>LETTER OF UNDERSTANDING 1: IN-CHARGE - FILLING OF VACANCIES</p> <p>L1.01 GENERAL: This Letter of Understanding is intended to outline the procedures which will allow for an orderly progression into and out of the In-Charge classification including:</p> <ul style="list-style-type: none">▪ Seniority▪ Vacancies▪ Eligibility Requirements▪ Bidding▪ Withdrawal from Classification▪ Training Program▪ Transfers <p>L1.02 SENIORITY: A separate In-Charge list will be maintained and published in accordance with Article 16.08 - Seniority Lists. The list will be maintained in accordance with the following:</p> <p>L1.02.01 An eligible Flight Attendant who is awarded or assigned to the In-Charge classification and who qualifies through the In-Charge training program, will begin to accrue In-Charge seniority from the date of initial assignment as In-Charge, normally May 1st.</p> <p>L1.02.02 In-Charge seniority will be sequenced based on the employee's relative position on the Cabin Personnel seniority list but following employees already holding seniority on the In-Charge seniority list.</p> <p>L1.02.03 An employee who elects to withdraw from the In-Charge classification will forfeit all seniority on the In-Charge list and will return to his/her relative position on the Cabin Personnel seniority list.</p> <p>L1.02.04 A Flight Attendant who bids for an In-Charge vacancy in any year and who, because of seniority was unable to hold such vacancy, will be placed on an In-Charge wait list in accordance with his/her Cabin Personnel seniority until the end of that bid year.</p> <p>L1.03 VACANCIES</p> <p>L1.03.01 Annual Vacancies in the In-Charge classification will be declared prior to May 1st and September 1st of each year and will be filled in the following order:</p>	
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	<p>L1.03.01.01 Vacancies will be filled from statements of preference on file forty-eight (48) hours prior to In-Charge bid deadline and offered in accordance with Article 18.07.03.</p> <p>L1.03.01.02 Vacancies will be awarded to the senior eligible bidder and, once awarded, the employee will not be permitted to decline.</p> <p>L1.03.01.03 If there are insufficient eligible bidders, the junior eligible employee at the Base where the vacancy exists will be assigned.</p> <p>L1.03.02 Vacancies that become open between the annual declared vacancies will be filled in the following order:</p> <p>L1.03.02.01 By awarding the vacancy from statements of preference on the In-Charge seniority list.</p> <p>L1.03.02.02 By offering the vacancy to the senior eligible bidder on the In-Charge wait list in accordance with L1.02.04.</p> <p>L1.03.02.03 If there are insufficient bidders on the In-Charge wait list the junior eligible employee at the Base where the vacancy exists will be assigned.</p> <p>L1.04 ELIGIBILITY REQUIREMENTS: Flight Attendants who will have attained one year of seniority by <u>the declared vacancy date May 1st</u> will be eligible to bid for the In-Charge vacancies declared that year.</p> <p>L1.05 QUALIFICATIONS: The Company will provide training programs for all successful bidders to In-Charge vacancies. The bid holder will not be qualified until s/he has successfully completed the training program.</p> <p>NOTE: Successful bidders will not be denied In-Charge pay rates if the Company is unable to provide a training program prior to the effective date of the bid period. Pay rates to qualified In-Charges will be made retroactive to that bid-period if the training programs are delayed.</p> <p>L1.05.01 Successful bidders who are unable to attend the training program due to maternity leave, child-care leave, sick leave, and union leave will be provided with their original seniority number on the missed course provided they qualify on the next available training program following their return to active duty.</p> <p>L1.06 IN-CHARGE TRAINING</p> <p>L1.06.01 The Company will provide a comprehensive In-Charge training program.</p>
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		<p>L1.06.02 At the conclusion of each training program, each candidate will be assessed to determine whether or not s/he has achieved the required standard. In the event a candidate fails to achieve the required standard, s/he will be informed in writing within fifteen (15) calendar days of the conclusion of the training program, of the reasons for such assessment. A copy will be provided to the Component President, Canadian Union of Public Employees, Air Canada Component.</p> <p>L1.06.03 Any candidate who fails to achieve the required standard shall, upon request in writing to his/her In-Flight Service Base Director/Manager within thirty (30) calendar days of notification of such assessment, be given the opportunity to achieve the standard through an assessment review procedure which will consist of operational flying within the In-Charge classification for up to a maximum of thirty-five (35) hours.</p> <p>L1.06.04 The candidate will be informed in writing as to whether or not s/he has met the required standard within fifteen (15) calendar days provided for in L1.06.03. Notwithstanding the foregoing, a successful candidate may be confirmed prior to the completion of his/her thirty-five (35) hours.</p> <p>L1.06.04.01 A candidate who is assessed as not having achieved the required Company standard at the conclusion of the assessment review procedure, as provided for in L1.06.03, or the retention of qualifications procedure, as provided for in L1.08, may appeal under the provisions of Article 14 - Discipline and Discharge commencing at Step II.</p> <p>L1.06.04.02 In the event that the Union elects to process an appeal made in accordance with L1.06.04.01 to arbitration under the provisions of Article 14.06, the arbitrator shall have jurisdiction only to determine whether or not the candidate involved achieved the required Company standard, and shall have the authority for this purpose to take into consideration all relevant factors including the performance results of those candidates who achieved the required Company standard.</p> <p>L1.06.05 In-Charge candidates who fail to achieve the required standard after completion of two (2) training programs shall not be eligible to apply bid on the next annual bid, but will be eligible thereafter.</p> <p>L1.06.06 Candidates who fail to achieve the required In-Charge standard after the completion of a training program shall forfeit their position on the In-Charge seniority list.</p> <p>L1.07 EVALUATION PROCESS</p> <p>L1.07.01 BLOCKHOLDERS</p>	
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	<p>L1.07.01.01 A candidate senior enough to hold a regular block will be excluded from B747 and L1011 blocks during the month in which s/he takes his/her thirty-five (35) hour assessment.</p> <p>L1.07.01.02 The exclusion will only apply if the block s/he bids has already been awarded to a Flight Service Director. S/he will, however, be entitled to bid such block and if seniority permits, will be awarded same for pay purposes only. S/he will then be awarded his/her next successful bid of B767, B727-JY, A320-JY block or any B747/L1011 block which does not have a Flight Service Director.</p> <p>L1.07.01.03 Flight time credits for pay purposes will be the greater of actual flights operated or the block s/he could have held had s/he not been restricted from a B747 or L1011 block.</p> <p>L1.07.01.04 Should s/he be awarded a block containing all B727-Y and/or DC9 and/or A320-Y aircraft flights, s/he will be removed from one sequence of flights only and assigned to a sequence of another aircraft which provides a first class service in order that s/he may be assessed on his/her finesse training in that service.</p> <p>L1.07.01.05 Flight time credits for pay and limitations will be the greater of actual flights operated or flights from which s/he was removed.</p> <p>L1.07.02 RESERVE BLOCKHOLDERS</p> <p>L1.07.02.01 A Reserve Blockholder will have special blocks prepared from A319, A320, A321, A330, B767, B777 flights which do not have a Flight Service Director in the crew. These flights will be selected from open flying.</p> <p>L1.07.02.02 In the event the flying provided for in L1.07.02.01 is insufficient, the employee will be awarded open flights into his/her special block before normal reserve and as far in advance as possible.</p> <p>L1.07.02.03 These special blocks should, where possible, be comprised of sixty-five (65) hours of flight time.</p> <p>L1.08 RETENTION OF QUALIFICATIONS: An employee who has successfully completed the In-Charge training program for the In-Charge classification in accordance with the provisions of this Letter of Understanding will not be required to requalify under these Articles for future entry or re-entry into an In-Charge classification subject to the following:</p> <p>L1.08.01 If the employee has been trained and has flown in the In-Charge classification for at least twelve (12) consecutive months and has been assessed as satisfactory during that period, no retraining is required.</p>	
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		<p>L1.08.02 If the employee has been trained but has never flown as an In-Charge, s/he will not be required to requalify. When s/he has sufficient seniority to hold a block as In-Charge, s/he shall operate with supervisory observations for the first month. If the observations indicate that skills have diminished and training is required, the Base and Training Centre will enter into discussions concerning the training requirements and a special training package will be developed.</p> <p>L1.08.03 The performance assessments provided for in L1.08.01 and L1.08.02 will be the normal work performance assessments.</p> <p>L1.08.04 When the need for special training provided for in L1.08.01 and L1.08.02 is determined, such training will be compulsory.</p> <p>L1.08.05 Upon completion of the foregoing process, if the employee is assessed as failing to meet requirements, the employee will be subject to demotion to the Flight Attendant classification.</p> <p>L1.09 TRANSFER PROCEDURES: An employee holding seniority on the In-Charge seniority list may file a statement of preference for transfer to another Base if there is a declared vacancy or in accordance with Article 18.06.</p> <p>An employee who transfers to another Base will be eligible to bid for any In-Charge position consistent with his/her eligibility and qualifications.</p> <p>[.....]</p>	
30	Long Term Special Assignments Mainline	<p>L5.01 SELECTION: Selection for special assignments and public relations assignments will be at the discretion of the Company. Long term special assignments will be published to Cabin Personnel and all applications will be considered. All special assignments, including role play requirements for In-Charge courses, will be voluntary. Short term assignments will be advertised where practicable.</p> <p>L5.02 DURATION: Special and public relations assignments will normally be limited in duration to one (1) three (3) years. Where the nature of the assignment or project requires a longer period than one (1) three (3) years, the assignment may be extended a further six (6) months by mutual agreement between the Company and the Union. Such requests shall not be unreasonably withheld.</p> <p>L5.03 STATUS: Employees on special or public relations assignments continue to be classified as Cabin Personnel for all purposes.</p>	



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		<p>L5.03.01 Cabin personnel on special assignments are recognized to be in a quasi management position with respect to their duties, responsibilities and functions and are expected to perform as part of management during this period.</p> <p>L5.03.02 Cabin Personnel on special assignment shall not be required to make any decisions of a disciplinary nature regarding other Cabin Personnel.</p> <p>L5.03.03 Should an employee exercise their rights under Article 16.04 and then return to a position in the Collective Agreement in accordance with Article 16.04, that employee shall not be eligible for a Special Assignment, long term or short term, for a period of one (1) year (twelve (12) consecutive months). Moreover, Air Canada will notify CUPE when an employee exercises their rights under Article 16.04.</p> <p>L5.04 SHORT TERM ASSIGNMENTS - CONDITIONS</p> <p>L5.04.01 Definition: A short term assignment is one that lasts for less than a full block month.</p> <p>L5.04.02 Credits: Cabin Personnel on short term assignments will be credited as follows:</p> <p>L5.04.02.01 Regular Blockholders: The greater of the scheduled block credits missed as a result of the assignment or three hours and forty-five minutes (3:45) for each day worked over the duration of the assignment.</p> <p>Where the three hours and forty-five minutes (3:45) duty credit is the greater, the block credits missed will be applied for limitations and the total accrued daily credit for pay purposes.</p> <p>L5.04.02.02 Reserve Blockholders: Three hours and forty-five minutes (3:45) for each day worked over the duration of the assignment applicable to both pay and limitations.</p> <p>L5.04.03 EXPENSE ALLOWANCES</p> <p>L5.04.03.01 Ground Transportation: A ground transportation allowance of four dollars (\$4.00) per day will be applicable in accordance with Article 7.01 - Ground Transportation Allowances for each day of the assignment.</p> <p>L5.04.03.02 Meal Allowances: Meal allowances will be provided in accordance with Article 7.02 - Meal Allowances at the Canada/United States allowance rate for each day of the assignment where the employee is actually at work throughout a recognized meal period.</p> <p>NOTE: Where flight duty is involved, normal Cabin Personnel expense allowances are applicable.</p>	
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		<p>L5.04.04 Guaranteed Days Off: On all short term assignments, the minimum guaranteed days off applicable to the individual according to his/her status that month, Regular or Reserve Blockholder, will be provided.</p> <p>No short term assignment will be offered to an individual whose minimum guaranteed days off cannot be provided in that month.</p> <p>L5.04.05 Other Working Conditions: The specific working conditions applicable to the assignment shall be confirmed in writing to the employee with a copy to the Component President. This shall be done prior to the commencement of the assignment.</p> <p>L5.05 LONG TERM ASSIGNMENTS - CONDITIONS</p> <p>L5.05.01 Definition: A long term assignment is one for a period of one (1) complete block month or more. The employee may be given multiple assignments of one complete block month or more within the special assignment period. Following a long term special assignment, the employee shall not be eligible for further special assignments, <u>long term or short term</u>, for a period of one (1) year.</p> <p>NOTE: Where a long term assignment commences or terminates with a part month, the part month will be considered as part of the long term assignment and the following conditions will be applicable on a prorated basis.</p> <p>L5.05.01.01 <u>Notwithstanding Article L5.02, due to the special requirements of training, special assignments for training may be retained for up to thirty six (36) months without mutual agreement, at which time the provisions of L5.05.01 will apply. For the sake of clarity, when a Long-Term Special Assignment is interrupted and the employee is returned to regular flight attendant duties, the employee may be recalled into another position as a Long-Term Special Assignment, but the total term cannot exceed the three (3) year limit.</u></p> <p>L5.05.02 Credits: Cabin Personnel on long term assignments will be compensated <u>based on the calculation as follows: at the entry level of In-Flight Service First Line Management salary program in effect at that time.</u></p> <ol style="list-style-type: none">i. <u>A calculation is done of the average of the last twelve (12) months pay which includes premiums and other credits.</u>ii. <u>Pay includes flying pay, draft premiums and pre-post.</u>iii. <u>It does not include crew cycle expenses, shoe allowance and any incentives.</u>iv. <u>Should there be missing months, or unusually low months, salary for those months will be calculated using 82 hours and the employee hourly rate.</u>	
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		<p>v. <u>Once the yearly average is calculated, five percent (5%) is added to monthly average plus an allowance of five hundred (\$500) for Jetz or other flying assignments and seven hundred and fifty (\$750) for all other assignments.</u></p> <p>vi. <u>Hourly rate increases are tracked by the file administrator and salary is adjusted accordingly. The employee will be notified in writing of any change in salary, with a copy to the Component President.</u></p> <p><u>Once an employee is established on a long term special assignment, questions on salary or any other matters pertaining to the assignment should be directed to their special assignment manager or their file administrator.</u></p> <p>L5.05.03 Expense Allowances: Ground transportation and meal allowances are not applicable on long term assignments except where flight duty is involved when normal Cabin Personnel expense allowances will apply.</p> <p>Expense allowances for long term assignments will be on the same basis as Management business expense allowances.</p> <p>L5.05.04 Guaranteed Days Off: An employee on a long term assignment will receive time off in accordance with personnel policies applicable to In-Flight Service Management employees.</p> <p>L5.05.05 Vacation</p> <p>L5.05.05.01 Where an employee on long term special assignment is scheduled and takes a vacation during the period of the assignment, the vacation will be credited as above. It is, however, recognized that scheduled vacations may have to be altered as the situation requires.</p> <p>L5.05.05.02 Where an employee is scheduled to take vacation during a special assignment, arrangements will be made at the outset with the employee on whether the vacation will be taken as scheduled or changed by mutual agreement. Vacation periods should not be changed to a period outside the special assignment and vacation periods scheduled outside a special assignment should not be advanced to within the special assignment.</p> <p>L5.05.05.03 Where an employee on special assignment takes a vacation during the period of the assignment, vacation credits will be credited on the basis outlined above for normal credits.</p> <p>L5.05.05.04 Vacation taken during the period for the special assignment will be taken as consecutive calendar days including weekends and will be extended only by statutory holidays that occur during the period.</p>	
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L5.05.06 **Other Working Conditions:** The specific working conditions applicable to the assignment, whether regular office hours or a shift arrangement, must be confirmed to the employee in writing with a copy to the Component President prior to the commencement of the assignment.

L5.06 **FLIGHT DUTY:**

L5.06.01 Where the nature of the assignment requires operational flying as a working member of a designated crew, the employee may bid for open flying in accordance with his/her seniority or, where this is not appropriate, displace an employee under Article B6.02 - Displacement.

NOTE: The employee displaced will not be subject to reassignment.

L5.06.02 Unless the nature of the assignment requires operational flying, the employee on special assignment is not permitted to bid open flying or displace another employee.

L5.06.03 **Utilization for Flight Coverage - Draft**

Cabin Personnel on special assignment are not normally subject to "Draft" as Cabin Personnel. However, in cases where Base Management is utilized to cover open flying in critical periods, employees on special assignment will be utilized on the same basis as part of the overall group in accordance with the priorities that the individuals within the total group - Management and special assignment - are engaged in at that time.

L5.07 **Information for the Union**

In addition to the entitlements listed in Appendix XXV, Special Assignment letter dated October 20, 2015, Air Canada will continue to provide the Union with all Long Term and Short-Term Special Assignment Postings, the calculations for Long Term Special Assignment Compensation sent to each individual member selected for any special assignment position, and the Employee Guide to Short and Long Term Special Assignment. This information will be sent to the Component President.

See letter dated March 29, 2004 from the Company to the Union regarding commitments on long-term special assignments on the following page:

March 29, 2004



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Ms. Pamela Sachs
Air Canada Component President
CUPE—Airline Division
180 Attwell Drive, Suite 600
Etobicoke, Ontario, M9W 6A9

RE: Long Term Special Assignments

Dear Pam:

~~Further to previous conversations you and I have had, this letter is to confirm our agreement on to deal with Long Term Special Assignments.~~

~~The Company is prepared to apply the following interpretations to the application of LOU 5:~~

~~1. As stipulated in LOU 5 of the Collective Agreement, Long Term Special Assignments are for a period of one (1) complete block month or more. During a Long Term Special Assignment an employee may be given multiple assignments of one complete block month or more within the special assignment period.~~

~~For the sake of clarity, when a Long Term Special Assignment is interrupted and the employee is returned to regular flight attendant duties, the employee may be recalled into another position as a Long Term Special Assignment, but the total term cannot exceed the one (1) year limit (twelve (12) consecutive months).~~

~~Long term special assignments for training can last for three (3) years (thirty six (36) consecutive months). CUPE members who are on a Training special assignment for a three (3) year term will work only in training assignments during the three (3) year term.~~

~~2. Following a Long Term Special Assignment, the employee shall not be eligible for further Special Assignments, long term or short term, for a period of one (1) year (twelve (12) consecutive months).~~

~~3. Should an employee exercise their rights under Article 16.04 and then return to a position in the Collective Agreement in accordance with Article 16.04, that employee shall not be eligible for a Special Assignment, long term or short term, for a period of one (1) year (twelve (12) consecutive months). Moreover, Air Canada will notify CUPE when an employee exercises their rights under Article 16.04.~~



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4. ~~Air Canada will reduce the three (3) year limit (thirty six (36) consecutive months) for Recruiting Special Assignments to two (2) years (twenty four (24) consecutive months) at which point the employee shall not be eligible for further Special Assignments, long term or short term, for a period of one (1) year (twelve (12) consecutive months).~~

~~CUPE members who are on a Recruiting special assignment for a two (2) year term (24 consecutive months) will work only in recruiting assignments during the two (2) year period.~~

5. ~~Air Canada will share with the Union the formula used to calculate Long Term Special Assignment compensation so that the union may make a determination on whether to continue the grievance to special assignment pay. This formula will be provided to the Union no later than April 15, 2004.~~

~~I trust that this cover the concerns that you have raised. Please confirm your agreement to me and feel free to call me to discuss further.~~

Yours Truly,

Original signature on file

Andrew Terriani
Director, Labour Relations – Flight Ops & IFS

cc: Brad Moore – VP Customer Service
Tony Collis – Director, IFS Bases
Donna Burgess – A/Director – Safety & Customer Service Operations
Marcel Delhommeau – Labour Relations Manager, IFS