

AGREEMENT

between

AIR CANADA

and the

**CANADIAN AIR LINE FLIGHT
ATTENDANTS' ASSOCIATION**

on behalf of

FLIGHT ATTENDANTS

of the

PASSENGER SERVICE DEPARTMENT



EFFECTIVE APRIL 1, 1967

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DEFINITIONS

- (1) **Company** —means Air Canada.
- (2) **Association** —means the Canadian Air Line Flight Attendants' Association.
- (3) **Agreement** —means that Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters, or written amendments signed by responsible Company and Association Officers.
- (4) **Employee or Flight Attendant** —means Purser, Assistant Purser and Stewardess.
- (5) **Permanent Employee** —means an employee who fills a permanent position and has been so classified by the Company.
- (6) **Temporary Employee** —means a Flight Attendant employed by Air Canada for a period not to exceed six (6) months, and during this period shall accrue no seniority.
- (7) **Overseas Operation** —means any scheduled operation conducted from any point on the North American Continent to any scheduled landing point more than five hundred (500) miles outside the boundary of said North American Continent; or any scheduled operation conducted between any points more than five hun-

dred (500) miles outside such boundary; and such other operation not now included herein which may be mutually agreed by the Company and the Association to be "Overseas Operation". For the purpose of this Agreement the line in red shown on map signed by and filed with both parties to this Agreement shall be deemed to be a line five hundred (500) miles outside the boundary of the North American Continent. All points and places shown as outside the red line on this map shall be deemed to be more than five hundred (500) miles outside the boundary of the Continent and all points shown as inside the red line on the said map shall be deemed to be within five hundred (500) miles of the boundary of the Continent.

A G R E E M E N T

ARTICLE 1—PREAMBLE

This Agreement is made and entered into the first day of April, 1967, by and between the Company and the Association on behalf of the Flight Attendants of the Passenger Service Department.

The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operations, and the continuation of employment under conditions of reasonable hours, compensation, and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to co-operate fully, both individually and collectively, for the advancement of this purpose.

ARTICLE 2—ASSOCIATION RECOGNITION

- (A) The Company recognizes the Association as the sole bargaining agent for those employees of the Passenger Service Department in the classification of Flight Attendant responsible for performing and assisting in the performance of all enroute cabin service to passengers and ground service to delayed or cancelled passengers and the responsibility to apply these services for the welfare, comfort, enjoyment and safety of passengers.
- (B) Hours of labour, wages and other conditions of employment, as governed by this Agreement, apply only to those employees based within the territorial limits of Canada or who are permanently assigned by the Company to service on flights in Canada and on flights extending from Canada to foreign countries and on flights from foreign countries into Canada, and those classi-

fications specifically mentioned herein. This Agreement does not apply to employees in training or Flight Attendants who are normally assigned to service on flights or flight segments which operate wholly outside Canada.

ARTICLE 3—RESERVATIONS OF MANAGEMENT

- (A) Subject to the provisions of this Agreement the control and direction of the working forces including the right to hire, suspend or discharge for cause, to advance or step back in classification, to re-assign, to transfer, to lay off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- (B) It is understood and agreed that any of the rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged, delegated, granted or modified by this Agreement or any supplementary Agreements that may hereafter be made. It is understood that none of the foregoing shall detract from the right of the employee to lodge a grievance in the manner and to the extent herein provided.

ARTICLE 4—SCOPE OF AGREEMENT

All personnel of the Passenger Service Department within the following defined classifications are covered by this Agreement.

(A) **Purser:**

A male employee responsible for performing or assisting in the performance of all enroute cabin service or ground service to delayed or cancelled passengers and shall include the responsibility to apply these services for the welfare, comfort, enjoyment and safety of passengers. Performance of any station duties

relative to the flight as required by the Company. A Purser is required to have a knowledge of and is responsible for the performance of any Customs, Immigration and Quarantine duties and preparation and completion of related forms and documents as required. When a Purser is assigned to a flight, he will be designated as being in charge of cabin service.

(B) Assistant Purser:

A male employee responsible for performing and assisting in the performance of all enroute cabin service to passengers and ground service to delayed or cancelled passengers and the responsibility to apply these services for the welfare, comfort, enjoyment and safety of passengers.

(C) Stewardess:

A female employee responsible for performing or assisting in the performance of all enroute cabin service or ground service to delayed or cancelled passengers and shall include the responsibility to apply these services for welfare, comfort, enjoyment and safety of passengers. Performance of any station duties relative to the flight as required by the Company. Knowledge and performance of any Customs and Immigration duties as required by law on continental and international flights.

ARTICLE 5 — RATES OF PAY

1. Flight Attendants will be paid in accordance with the following scale:

HOURLY RATES

2. (a) Effective April 3, 1967 to March 31, 1968.

	Stewardess		Asst. Purser		Other Aircraft	
	DC-8, DC-9	DC-8	DC-8	DC-8	Stewardess	Asst. Purser
1st 6 months	\$5.60	\$5.60	\$6.42	\$6.42	\$5.19	\$5.19
2nd 6 months	5.91	5.91	6.73	6.73	5.46	5.46
3rd 6 months	6.12	6.12	6.92	6.92	5.68	5.68
4th 6 months	6.31	6.31	7.13	7.13	5.84	5.84
3rd year	6.82	6.82	7.76	7.76	6.31	6.31
4th year	7.13	7.13	8.05	8.05	6.59	6.59
5th year	7.45	7.45	8.34	8.34	6.89	6.89
6th year	7.83	7.83	8.97	8.97	7.26	7.26
7th year and thereafter	8.17	8.17	9.46	9.46	7.56	7.56

In addition to the above rates, an additional 70c per hour will be paid for all hours flown on Overseas routes.

(b) Effective April 1, 1968 to November 24, 1968.

	Stewardess		Asst. Purser		Other Aircraft	
	DC-8, DC-9	DC-8	DC-8	DC-8	Stewardess	Asst. Purser
1st 6 months	\$5.82	\$5.82	\$6.68	\$6.68	\$5.40	\$5.40
2nd 6 months	6.15	6.15	7.00	7.00	5.68	5.68

3rd 6 months -----	6.36	6.36	7.20	5.91	5.91	6.66
4th 6 months -----	6.56	6.56	7.42	6.07	6.07	6.85
3rd year -----	7.09	7.09	8.07	6.56	6.56	7.46
4th year -----	7.42	7.42	8.37	6.85	6.85	7.76
5th year -----	7.75	7.75	8.67	7.17	7.17	8.04
6th year -----	8.14	8.14	9.33	7.55	7.55	8.62
7th year and thereafter -----	8.50	8.50	9.84	7.86	7.86	9.12

In addition to the above rates, an additional 70c per hour will be paid for all hours flown on Overseas routes.

(c) Effective November 25, 1968 to May 25, 1969.

	Stewardess		Asst. Purser		Other Aircraft	
	DC-8, DC-9	DC-8	DC-8	DC-8	Stewardess	Purser
1st 6 months -----	\$5.99	\$5.99	\$6.88	\$6.88	\$5.56	\$6.37
2nd 6 months -----	6.33	6.33	7.21	7.21	5.85	6.68
3rd 6 months -----	6.55	6.55	7.42	7.42	6.09	6.86
4th 6 months -----	6.76	6.76	7.64	7.64	6.25	7.06
3rd year -----	7.30	7.30	8.31	8.31	6.76	7.68
4th year -----	7.64	7.64	8.62	8.62	7.06	7.99
5th year -----	7.98	7.98	8.93	8.93	7.39	8.28
6th year -----	8.38	8.38	9.61	9.61	7.78	8.88
7th year and thereafter -----	8.76	8.76	10.14	10.14	8.10	9.39

In addition to the above rates, an additional 70c per hour will be paid for all hours flown on Overseas routes.

3. Flight Attendants who serve a full month will be guaranteed a minimum pay of 65 times their hourly rate. The minimum guarantee for a part month will be prorated at 2:10 minutes for each day of service. If a Flight Attendant flies on both DC-8-9 and other aircraft during a month, the DC-8-9 minimum guarantee will apply provided at least 25 hours have been flown on DC-8s-9s during the month.
4. If a Stewardess qualified in Purser's duties is assigned to Purser duties she will be paid an additional amount per hour as follows:

	April 3, 1967 March 31, 1968	April 1, 1968 Nov. 24, 1968	Nov. 25, 1968 May 25, 1969
Fourth year's service or less for pay purposes	\$.79	\$.82	\$.85
Fifth year's service84	.87	.89
Sixth year's service	1.03	1.07	1.10
Seventh year's service and thereafter	1.21	1.26	1.29

When no Purser or "Acting Purser" is carried on a Domestic Flight having a crew of more than two Flight Attendants, the Senior Stewardess will be paid an additional 25c per hour.

5. An Assistant Purser temporarily reclassified to Purser will be paid a Purser's rate prorated for the period involved.
6. Flight Attendants operating on routes specified by the Company who speak certain languages, exclusive of French or English, which may be designated by the Company in addition to the basic language requirements for Flight Attendants in that block position on the routes involved, will be paid an additional fifteen dollars (\$15.00) per

month for each such designated language for the route on which they are flying.

7. When a Flight Attendant is required by the Company to provide service to passengers on the ground when the provisions of Article 6 (six)—Section (C), Paragraphs 5 (five) and 9 (nine) do not apply, they shall be compensated at the rate of \$3.00 per hour for Pursers or "Acting Pursers," and \$2.00 per hour for Stewardesses and Assistant Pursers. The hourly calculation to determine this compensation shall be used for pay purposes only and will not apply to flight time limitations, duty periods, etc. This compensation shall be calculated to the nearest minute provided that no claim shall exist for less than thirty minutes.
8. Three dollars (\$3.00) per hour with a minimum of one hour prorated for additional part hour will be paid to Flight Attendants who are called on days off, other than guaranteed days off, solely to participate in: wet ditching, emergency examinations, mockup or aircraft safety training or demonstrations, language tests, uniform checks and grooming lectures and passenger complaint investigations, in accordance with our Letter of Intent dated May 25, 1967.
9. For the purpose of pay progression each 6-month period will be considered to be twenty-six (26) weeks and each year considered to be fifty-two (52) weeks. Increases will be effective on the first day of the first pay period following completion of the appropriate number of weeks service. Absence from the payroll for a total of less than eight (8) days during a progression period will not retard the next scheduled increase. Absence from the payroll for a total of eight (8) to fourteen (14) days will retard the next scheduled increase by one pay period.
10. The rates as established herein will continue in effect until the end of the pay period nearest to the termination date of this Agreement.

ARTICLE 6—HOURS OF WORK, SICK LEAVE

(A) Definitions

1. As used in this article, the term "month" means the calendar month, and the term "year" means the calendar year.
2. "Flying Hours" as used in the computation of flight time shall be the elapsed time between actual ramp departure and ramp arrival.
3. Flight time shall include all flight time on all flights where the Flight Attendant is assigned and actually performs as a member of the designated crew complement.

(B) Flight Time Limitations

1. The monthly maximum flight time limitations will be 75 hours on DC-8s and 80 hours on other aircraft. Flight Attendants may be required to return to home base even though these limits may be exceeded in so doing. If a Flight Attendant flies both DC-8-9 and other aircraft during a month, he will be governed by the DC-8-9 limitations if, at the time of starting any trip, he has already flown 25 hours on DC-8s-9s during the month.
2. For any day not carried on the payroll, the flight time limitation will be reduced by two hours and ten minutes (2:10).
3. A Flight Attendant will normally be guaranteed 240 hours (10 days) free from duty each month in periods of not less than 48 hours. For this purpose a day will be a 24-hour period. If a Flight Attendant is required to work on any one of these days it shall be repaid in the current month. For the purpose of complying with this clause the Company will not be required to remove a Flight Attendant from the last flight or sequence of flights in his block. In such cases the day will be repaid in the following month. If it is necessary for a Flight attendant to be removed from

a flight in his regular block in order to comply with this clause he shall receive the flight time credit for limitation and pay purposes he would have received in his scheduled block for the month or the actual time flown, whichever is the greater.

4. A Flight Attendant may be required to attend Flight Attendant meetings up to a maximum of eight per calendar year. Where attendance at a Flight Attendant meeting or training assignment reduces days off to a total of less than ten in that calendar month, the Flight Attendant will have an additional day off guaranteed in the succeeding month providing the Flight Attendant so involved submits a claim for such time off in writing when it occurs or it appears this will happen, but in no case later than the first day of the succeeding month.
5. When a Flight Attendant reaches the maximum flying hours in (1) or (2) above, he shall be advised by the Company that he is relieved of further duty for the balance of the month.
6. A Flight Attendant shall not be scheduled to be on duty in excess of fourteen (14) consecutive hours, except that this maximum on-duty period may be exceeded by mutual consent between the Company and the Association.

(C) Special Flying Hour Credits

1. Flight Attendants who are required to attend training or instructional classes shall be paid as follows:
 - a) A Flight Attendant holding a regular block shall be paid for the flights in his block as if they had been flown according to the schedule and shall be credited with such flight time for the purpose of flight time limitations.
 - b) A Flight Attendant holding a reserve block shall be paid his minimum guarantee or the

average of his pay during the previous three months, whichever is the greater. Such Flight Attendants shall be credited with two hours and thirty-five minutes (2:35) for flight time limitation purposes for each calendar day of training. He shall receive his actual earnings, or his minimum guarantee, whichever is the greater, for the remainder of the month.

Flight Attendant meetings shall be excluded from the provisions of this paragraph.

2. Flight Attendants who participate in publicity assignments will be credited with two hours and thirty-five minutes (2:35) per day or their regular blocked flights, whichever is the greater, for the period of such assignment.
3. a) Flight Attendants deadheading at the request of the Company, for operational purposes, shall receive one half ($\frac{1}{2}$) credit for flight time limitations and pay purposes, based on the fastest Company schedule between the originating and terminating points of the dead-head trip (or computed time where no schedule exists) for the type of equipment protected or to be protected regardless of the type of equipment or means of transportation by which such deadheading is done.
b) Flight Attendants affected by cancellation of their flight or substitution of equipment on their flights away from their home base will be granted deadhead credits if required to return to their home base, but in such cases the duty period and/or trip hour guarantee period will terminate at the time of cancellation or equipment substitution.
4. In computing the hours of Flight Attendants for flying pay and flight time limitations the published schedule time from block-to-block for the equipment being flown, or the actual time from block-to-block, whichever is the greater, shall be used. Where there is no published schedule in

effect for the equipment being flown, then the actual time from block-to-block shall be used. (Block-to-block means the last point of actual departure to the next point of actual landing.)

5. For each actual duty period worked a Flight Attendant shall be guaranteed a minimum of two (2) hours' pay and flight time credits, or one (1) hour's pay and flight time credit for each two (2) hours of duty prorated, whichever is the greater. Any such credit will be calculated for pay purposes as an extension of the last portion of the final trip.

6. In the case of trips which involve legal layover(s) away from home base, a Flight Attendant shall be guaranteed one (1) hour of flight time credits and pay for each four (4) actual hours of trip hour time, prorated. Trip time shall be counted from the time a Flight Attendant is required to report to the airport at his home base prior to operating a flight, or actual reporting time, whichever is later, to the time a Flight Attendant is released from duty fifteen (15) minutes after arrival at his home base for a legal rest.

Any trip hour special credit will be calculated for pay purposes as an extension of the last portion of the final trip.

NOTE: The greater of Paragraphs 5 and 6 above shall apply.

EXCEPTION: On Overseas flights, the trip hour guarantee will only apply when the total trip time exceeds seventy-two (72) hours.

7. For the purpose of these special duty time and trip time guarantees, both the duty time and the trip time shall be extended to include time involved in deadheading when deadhead credits are allowed, except as excluded in paragraph 3 (b) above; calculated from the actual departure time of the flight designated for outbound deadheading or the actual arrival time of the first flight returning to his home base.

8. For the purpose of this Agreement, an on-duty period shall commence one (1) hour prior to the scheduled departure of a flight or the required reporting time, whichever is the later, and shall continue until fifteen (15) minutes after the termination of the flight. Such duty period shall run continuously until broken by a rest period of eight (8) hours where sleeping accommodations are provided at or nearby the airport, or ten (10) hours in the case of a relief from duty at an airport where sleeping accommodations are not provided. In no case may an on-duty period be broken at the Flight Attendant's home base by an off-duty period of less than ten (10) hours for regular block holders or twelve (12) hours for reserve block holders.
9. A minimum of ten (10) hours off-duty rest period will be scheduled between any two consecutive scheduled duty periods totalling twenty-four (24) hours or more.

(D) Sick Leave:

1. Unassigned.
2. a) For the purpose of this clause, sick leave shall mean the period of calendar days during which a Flight Attendant is unable to report for flight duty as a result of sickness and during which period he is paid as outlined herein. The Company may require that the necessity for sick leave be substantiated by a Doctor's certificate.
- b) On January 1st of each year, all Flight Attendants actively employed with the Company shall be entitled to twelve (12) days' sick leave with pay for the current year. Flight Attendants employed during the year shall be entitled to one day's sick leave with pay for each full month remaining in the year.
- c) One half ($\frac{1}{2}$) of unused portion of a Flight Attendant's yearly sick leave allowance shall

be cumulative indefinitely. Cumulative sick leave will only be applied for additional sick leave benefits when the current year's allowance has been exhausted.

- d) During a sick leave period, a Flight Attendant holding a regular block shall be paid for the flights in his block as if they had been flown according to the schedule and shall be credited with such flying time for the purpose of flight time limitations.
- e) During a month in which a Flight Attendant holding a reserve block is on sick leave, his pay for the month shall be based on the greater amount of (1) and (2) below:
 - 1) His normal minimum guarantee for the month;
 - or
 - 2) His actual flying pay for the month, plus the average of his flying pay during the previous three (3) calendar months (exclusive of leave of absence without pay) for each day he is on sick leave.

For flight time limitation purposes, such Flight Attendant shall be credited with two hours and thirty-five (2:35) minutes for each day he is on sick leave.

- f) A Flight Attendant's sick leave period shall commence on the first day that he is unable to report for his next schedule in the case of a regular block holder or on the first day he is unable to report for duty in the case of a Flight Attendant who is a reserve blockholder. One (1) day shall be deducted from his accrued sick leave credit for each calendar day until he has reported available for duty.

ARTICLE 7—PROBATION

- (A) All Flight Attendants shall be required to serve a probationary period of six months from date of assignment to line duty. The Company reserves the sole right to make any decision re-

garding the retention, discharge, transfer, or disciplining of a probationary employee.

- (B) The Company may at its discretion extend the probationary period by three months. The individual and the Association will be so informed in writing.
- (C) An employee shall not be required to serve more than one (1) probationary period as a Flight Attendant.

ARTICLE 8—UNIFORMS

- (A) The wearing of uniforms shall be in accordance with published Company regulations and the conditions of payment shall likewise be adhered to.
- (B) The recommendations of the Association representatives shall be considered by the Company before making any change in the style, color or material of uniforms.

ARTICLE 9—VACATION AND STATUTORY HOLIDAYS

(A) Vacation

- a) Employees who have completed less than one (1) year of continuous service by December 31st of each year, will be granted one (1) calendar day's vacation leave with pay, for each full month of continuous service up to December 31st.
- b) Employees who have completed one (1) year or more but less than five (5) years of continuous service by December 31st of each year will be granted two (2) weeks, fourteen (14) consecutive calendar days, vacation leave with pay.
- c) Employees who have completed five (5) years or more of continuous service by December 31st of each year will be granted three (3) weeks, twenty-one (21) consecutive calendar days, vacation leave with pay.

- d) Employees who have completed fifteen (15) years or more of continuous service by December 31st of each year will be granted four (4) weeks, twenty-eight (28) consecutive calendar days' vacation leave with pay.
- e) During a vacation period a Flight Attendant holding a regular block shall be paid for the flights in his block as if they had been flown according to the schedule and shall be credited with such flight time for the purpose of flight time limitations.
- f) During a vacation period a Flight Attendant holding a reserve block shall be paid his minimum guarantee or the average of his flight pay during the previous three months, whichever is the greater. Such Flight Attendant shall be credited with two hours and thirty-five minutes (2:35) for flight time limitation purposes for each calendar day of vacation. He shall receive his actual flying pay earnings, or his minimum guarantee, whichever is the greater, for the remainder of the month.
- g) Vacation leave will be taken in consecutive days (unless special circumstances in individual cases warrant otherwise) and at such times as the services of the employee can be spared. Vacation leave is not cumulative and will be taken during the twelve (12) months immediately following the period for which granted, unless special circumstances warrant otherwise and prior arrangements are made in writing with the Company.
- h) Preference in the periods in which employees shall be permitted to take their vacation shall be granted in order of Flight Attendant seniority, taking into consideration the requirements of the service.
- i) Employees dispensed with, discharged or resigning from the service of the Company for any reason will receive pay for accrued

vacation. The date of separation will not be extended beyond the date of actual termination of service.

- j) The Company shall post by October 15th, a list of vacation periods available during the forthcoming year. Employees shall be required to indicate their preference by November 1st, in order to permit posting finalized Company approved lists by December 15th. After vacation periods have been established they shall not be altered by the employees unless all personnel affected and the Company are agreeable to the change. Except in emergency, established vacation periods may be changed only by the Company prior to thirty days from commencement of the employee's vacation date.

(B) Statutory Holidays — Days in Lieu of

- a) The calendar year shall be divided into four quarters. Each quarter shall consist of three consecutive calendar months and the quarters shall begin with the months January; April; July and October.
- b) Each Flight Attendant shall accumulate two (2) days leave for each full calendar quarter, as referred to in paragraph (a) above, of service completed. These days are in lieu of statutory holidays.
- c) Any days accumulated up to December 31st of each year will be taken in consecutive days during the next calendar year. These days may be taken in conjunction with or separate from annual vacation.
- d) The provisions of Article 9 (A), Paragraphs:
 - (e) & (f) Pay
 - (g) Application
 - (h) Preference of Periods
 - (i) Termination of Service
 - (j) Posting and Awarding of Periodsshall apply equally to Article 9 (B).

ARTICLE 10—LEAVE OF ABSENCE

- (A) When requirements of the service permit, an employee, upon written request through his immediate supervisor, may be granted leave of absence without pay for a period not to exceed ninety (90) days. This period may be extended, subject to Company approval.
- (B) When such leave is granted, the employee shall retain his seniority date. However, should he engage in other employment on his leave of absence, he shall be deemed to have resigned from the Company's service and shall forfeit all seniority rights, unless prior written permission is given by the Company to the employee concerned.
- (C) An employee, returned from an authorized leave of absence, or approved extension thereof, shall be permitted to resume the same status, at the same location, which he held prior to the beginning of his leave.

ARTICLE 11—TRANSPORTATION AND EXPENSES

(A) Transportation

1. If a Flight Attendant is called four hours or less prior to the departure of the flight which he is to operate, the Company will provide a special cab between his residence and the airport. However, the Company's contribution to the cost of such special cab shall be not more than the cost of a special cab between the airport and the downtown passenger terminal.
2. Except where No. 1 above applies, when Flight Attendants at their home base are required by the Company to proceed to the airport they will be allowed the following indicated amounts for each trip to or from the airport.

Vancouver	\$1.00
Calgary75
Winnipeg75

Toronto	1.25
Montreal	1.25

(B) Expenses

Expenses will be allowed in accordance with provision in the Company's Regulations Manual, or as otherwise agreed.

ARTICLE 12—SENIORITY

(A) General

1. Flight Attendant seniority shall begin to accrue within the classification with the date of first assignment to a base as a permanent Stewardess, Purser or Assistant Purser.
2. In the event that two or more employees have the same seniority date on graduation from a training class, the order of their seniority shall be governed by official class standing on graduation.
3. In the event that two or more employees have the same seniority date without having been enrolled and graduated from an official training class, the Director of Passenger Service will indicate the order of their seniority.
4. Seniority shall govern all Flight Attendants in the reduction of forces and recall after lay-off. Seniority shall govern the filling of vacancies except as hereinafter provided and provided the employee concerned has reasonable qualifications for the operations involved as determined by the Director of Passenger Service.
5. Seniority shall not in any respect govern transfers or assignments to nonflying duty, supervisory duty, or special assignment duty. However, when a senior Flight Attendant is not considered sufficiently qualified for a supervisory position, the employee's immediate supervisor, upon written request of the employee concerned, will furnish verbally or in writing reasons therefore.

6. Any Flight Attendant who resigns, or is dispensed with or is discharged from the service of the Company, shall forfeit his seniority rights and his name shall be removed from the seniority list.

(B) Transfer to Non-Flying or Supervisory Duties.

1. a) A Flight Attendant transferred to supervisory, special assignment or instructional duties directly associated with Flight Service functions shall retain and continue to accrue seniority for a period of one (1) year from the date of such transfer. After the expiration of this one (1) year period they shall retain all seniority accrued up to that date, but shall not accrue further seniority while in such a position. For employees so assigned prior to July 1, 1956 this one (1) year period of accrual shall commence July 1, 1956 rather than the date of assignment.
 - b) The provisions of paragraph (a) shall not apply to Flight Attendants promoted to the following classifications: Assistant Flight Service Manager, Flight Service Quality Assistant, Flight Service Supervisor and Flight Service Instructor. These personnel shall continue to retain and accrue seniority.
2. Flight Attendants authorized by the Company to transfer to another department within the Company (not directly associated with Flight Service functions) shall retain their seniority date as Flight Attendants for a period not to exceed six (6) months from the date of transfer. If within this time he does not return to the Passenger Service Department in a position directly connected with Flight Service functions, he shall lose all Flight Attendant seniority and his name shall be removed from the seniority list.
3. When a Flight Attendant is transferred to non-flying duties with the Company on account of physical incapacity because of sickness or injury,

he shall retain his seniority date for a continuous period not to exceed three (3) years. If within this period he has not returned to active duty in his classification his name shall be removed from the seniority list.

4. A Flight Attendant returning to active duty in his classification who has retained his seniority rights as stipulated above, shall be permitted to resume his status at the point to which he has been last permanently assigned on a permanent basis, subject to the requirements of the service and the classification, and provided he is qualified in every respect.

(C) Stewardesses' and Pursers'/Assistant Pursers' Seniority Lists

1. The Company shall post two (2) seniority lists on its bulletin boards at all stations where Flight Attendants are based. These lists shall be known as the Stewardesses' Seniority List, and the Pursers' /Assistant Pursers' Seniority List. Both lists shall contain the appropriate names of all employees entitled to their respective seniority.
2. Each Flight Attendant shall be permitted a period of thirty (30) days after the first posting of their respective seniority lists, in which to protest in writing to the Director of Passenger Service any alleged error or omission affecting his seniority.
3. The Company shall revise and post these lists, making any changes found necessary because of any such protest. Any Flight Attendant whose seniority is affected by such revision, shall be permitted a period of thirty (30) days in which to protest on adjustments made. After these protests have been considered and any adjustments found necessary have been made, the Company shall post these revised lists which will be binding on all Flight Attendants affected thereby.
4. The respective seniority lists shall be revised to reflect the employees' seniority status as of Jan-

uary 1st of each year and shall be posted within thirty (30) days thereafter. Employees shall have thirty (30) days after the posting of these lists in which to protest in writing to the Director of Passenger Service any alleged error or omission affecting their seniority on these revised lists.

(D) Reduction of Personnel and Recall after Lay-off

1. When there is a reduction in forces at a base, the most junior Flight Attendant in the classification involved at that base shall be declared surplus to requirements. If at the time there exists a vacancy at some other base, he shall be transferred to the vacancy with all reasonable moving expenses being assumed by the Company.
2. If no vacancy exists at the time a Flight Attendant is declared surplus to requirement, he shall be placed on "laid-off" status and may replace the most junior employee on his seniority list. All transfers resulting from a lay-off shall be without expense to the Company, except as provided in paragraph (5) below, but space available transportation shall be provided in accordance with Company Regulations.
3. Should a Flight Attendant holding "Laid-off" status not elect transfer as set forth in two (2) above, he shall continue to hold "Laid-off" status subject to other paragraphs of Article 12.
4. a) Within seven (7) days of date of lay-off notice an employee must notify the Director of Passenger Service whether or not he intends to exercise rights under (D) 2 above.
b) On receipt of notice in para. 4 (a) above, the Director of Passenger Service shall give as much notice as practicable to the employee who is being displaced.
c) Laid-off employees exercising their rights under para. (D) 2 above may be allowed a period, not to exceed 30 days from the effec-

tive date of lay-off notice in which to report for duty; but in no case earlier than the time required to give proper notice to the individual concerned. The reporting date will be specified in a letter to the employee concerned.

5. In the event a Flight Attendant is moved from his present base to another at Company request or order, except an adjustment of surplus as referred to in (D) 1 above, and a reduction of staff affects that Flight Attendant at the new location within one (1) year of the date of transfer, he may exercise seniority in accordance with paragraph (D) 2 above. The Company will pay reasonable moving expenses and provide space available transportation in accordance with Company Regulations.
6. A Flight Attendant who is laid-off due to a reduction in force and who is subsequently recalled shall retain his original seniority date, but shall not accrue service during the period of lay-off.
7. a) A Flight Attendant holding "laid-off" status shall be notified by the Passenger Service Department of the first available assignment to which his seniority entitles him. Failure to advise the Passenger Service Department within five (5) days of the date notice was post-marked, of his desire to be considered for the assignment, shall disqualify him for the assignment. Recall notice shall be sent by registered mail or telegram to the last address filed with the Personnel & Industrial Relations Department.
b) If the employee does not accept the assignment, but desires to be retained on the seniority list for notification of subsequent assignments, he must so advise the Director of Passenger Service in writing, within fourteen (14) days from the date notice was post-marked. Failure to reply within the time limit stipulated in this paragraph, will result in his name being removed from the seniority list and

thereafter he shall be deemed to have resigned without notice.

- c) If the employee is notified of a permanent assignment at the point of lay-off, he must accept, and report for duty within fourteen (14) days from the date notice was sent. An acceptance of a permanent assignment at other than the point of lay-off shall be optional for the individual concerned, however, should he accept, he shall report for duty within fourteen (14) days from the date notice was post-marked. These periods of fourteen (14) days duration may be lengthened by the Director of Passenger Service under extenuating circumstances.
8. The employee's name shall be removed from the seniority list and he shall thereafter be deemed to have resigned without notice, for any of the following reasons:
 - a) Failure to accept a permanent assignment as a Flight Attendant at the point of lay-off.
 - b) Failure to report for duty within fourteen (14) days or approved extension thereof, from the date notice was post-marked, in the event the Passenger Service Department has received notification that the individual has accepted the permanent assignment at the point of lay-off.
 - c) Failure to report within fourteen (14) days from the date notice was post-marked, in the event of acceptance of a permanent assignment other than the point of lay-off.
 9. Extension of the time limits mentioned above shall be at the sole discretion of the Director of Passenger Service.
 10. If an employee holding laid-off status is notified of a temporary assignment, he shall be entitled to decline a recall to such temporary assignment. In the event that he does not accept, he will be entitled thereafter to recall notices for perma-

ment assignments only. An employee holding laid-off status who accepts a temporary assignment will be considered to hold laid-off status in relation to a permanent assignment.

11. If a Flight Attendant who has been laid-off is recalled to a permanent assignment and such Flight Attendant elects not to return to the service, or is not re-employed within one (1) year from the date of lay-off, his seniority rights to preference re-employment shall at that time terminate, and his seniority with the Company shall be forfeited.
12. An employee accepting a recall will not be permitted to reverse his decision except under extenuating circumstances. Reversal of his decision will result in the individual's name being removed from the seniority list, and thereafter he shall be deemed to have resigned without notice.
13. The provisions outlined in 1. to 12. above may be qualified by the necessity to recognize the Company's language requirements.

(E) Filling of Vacancies

1. 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.
2. The filling of vacancies shall be governed by the following priority:
 - a) Acting on statements of preference for base transfer.
 - b) Transfer of personnel surplus to requirement at another base.
 - c) Recall of personnel holding "Laid-off" status.
 - d) Assignment of graduates from a training class.
3. Any Flight Attendant who has completed his probationary period and who desires to transfer to

a different base may file a statement of preference in writing in a manner prescribed by the Company, with the Director of Passenger Service. Upon transfer, a Flight Attendant may file another statement of preference, but the Company need not act upon the request for a period of six (6) months from date of transfer.

4. The validity of all requests for transfer will expire on the next following June 30th or December 31st.
5. When a selection is made on the basis of preference, and the affected Flight Attendant declines when notified, the Company need not accept any further statement of preference from that Flight Attendant for a period of six (6) months from the date of decline. Prior to such a selection, a statement of preference may be withdrawn, and may be subsequently reinstated. A withdrawal and reinstatement shall be by registered mail addressed to the Director of Passenger Service.
6. The Company shall, on, or as soon as possible after, April 1st and November 1st of each year, compile and post at each base an up-to-date list of all Flight Attendants who have statements of preference on file. This list shall designate in each case the name and classification of the employee, the base at which presently located, and the base desired in the statement of preference.
7. In making an assignment to a temporary vacancy, whether or not there are statements of preference on file, the Director of Passenger Service shall fill such vacancy as he deems fit.
8. In making an assignment to a permanent vacancy from statements of preference, the Director of Passenger Service shall be bound by the principle stated in (A) General 4 of this Article. The employee to assume own moving expenses, the Company to provide space available transportation.

9. In the event that there are no statements of preference on file for a specific base, the Director of Passenger Service shall elect and assign a Flight Attendant, who, in his opinion, is deemed sufficiently qualified for operations involved. The Company shall pay reasonable moving expenses and provide space available transportation as outlined in the Company Regulations Manual.
10. Vacancies beyond the filling of the first vacancy and the vacancy that may have been created thereby, may be filled by the Director of Passenger Service as he 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 as outlined in the Company Regulations Manual.

ARTICLE 13—GRIEVANCE AND DISCIPLINE PROCEDURE

(A) Grievance Procedure

1. When an employee or the Association has a dispute concerning working conditions or an alleged violation or misinterpretation of this Agreement and they are unable to resolve the matter with the employees' immediate supervisor at base level the recourse shall be as follows with the exception of appeals to disciplinary measures which are covered in (B) hereunder:
 - Step 1—Appeal to the Flight Service Manager of the Base.
 - Step 2—Appeal to Headquarters level through the Director of Passenger Service.
2. It is agreed that an Association Committee will be established to meet periodically with Company Headquarters personnel for the purpose of discussing general problems or processing grievances that have been appealed to Headquarters level.

3. Such appeals must be made in writing within seven (7) days of the decision. Hearings and decisions will be processed with the least possible delay.
4. If the decision rendered under Step 2, Paragraph 1 above is not satisfactory, and provided the dispute involves interpretation or alleged violation of this Agreement, the matter may be referred within thirty (30) days after receipt of the decision to the System Board of Adjustment established in accordance with the Agreement between Air Canada and the Canadian Air Flight Attendants' Association.
5. In cases involving issues other than interpretation and violation of the Agreement, the final decision of Management is conclusive and binding on all parties.

(B) Discipline Procedure

1. It is the Company's intention to make every effort to established the facts pertaining to any situation or incident in which an employee may be involved prior to any charge being made or discipline assessed.
2. The Company will make such preliminary enquiries with regard to any situation or incident that may be considered necessary in order to establish whether an employee is implicated and if so any warranted disciplinary action. If questioning of the employee concerned is involved he will first be advised that the interrogation is to determine his connection, if any, with the alleged irregularity.
3. During such investigation the employee may be held out of service; every effort will be made to reach a decision on any action to be taken within three (3) days and in the event that more time is required to properly examine the case the employee will be so advised, in the event that no

action is indicated as a result of the investigation the employee will be reinstated with retroactive pay. In the event that some action is deemed necessary the employee will be so advised in writing. If the decision is discharge action the employee will be "suspended pending discharge" to allow him to exercise the appeal procedure, if he so elects, prior to severance action being taken. Any permanent employee who has been in the service of the Company over six (6) months, who feels that he has been unjustly dealt with, may appeal through the following steps:

Step 1—Flight Service Manager or his designated representative.

Step 2—The Director of Passenger Service.

Step 3—The Vice-President — Operations, or his designated representative.

Appeals will be made within three (3) days of receipt of notice in writing, hearings will take place within seven (7) days of receipt of request in writing and decisions will be rendered in writing within three (3) days after close of the hearing. Days, as used in the paragraph (3) shall exclude Saturdays, Sundays and Statutory Holidays.

4. If any decision to discharge is not appealed within the time limits provided the employee shall be discharged effective the date of suspension.
5. Throughout this procedure an employee may elect to be represented by the Association. Provided the Association desires to represent him. In any event, subject to the concurrence of the employee concerned, the Association may have a representative present.
6. Nothing in this Agreement shall be construed as preventing the Company from holding an employee out of service pending an investigation and hearing or appeal, but if as a result of such hearing or appeal the employee is exonerated,

he shall be reinstated without loss of seniority, full pay for the time lost, and his personal record shall be endorsed to indicate that he has been cleared of the charges.

7. After the appeal provisions hereinbefore have been complied with, further appeal by the Flight Attendant shall be made to the Air Canada Flight Attendants' System Board of Adjustment, subject to the jurisdiction as provided in Paragraph 4 of the System Board of Adjustment provided such appeal is made within ten (10) days from the date of receipt by the Flight Attendant or the Association of the decision of the Vice-President—Operations.

ARTICLE 14—SYSTEM BOARD OF ADJUSTMENT

1. A System Board of Adjustment is hereby established for the purpose of adjusting and deciding disputes which may arise under the terms of the Flight Attendants' Agreement and which are properly submitted to it. The Board shall be known as the "Air Canada Flight Attendants' System Board of Adjustment" hereinafter referred to as the "Board".
2. The Board shall consist of four members, two of whom shall be selected and appointed by the Association and two members selected and appointed by the Company and such appointees shall be known as the "Adjustment Board Members".
3. Appointment of members of the Board shall be made by the respective parties within ten (10) calendar days from the date advice is received that either party has referred a dispute to the Board.
4. The Board shall have jurisdiction only over disputes between the Company and the Association, growing out of grievances or out of inter-

pretation or application of any of the terms of the Flight Attendants Agreement except for disputes arising over questions of direct service to passengers. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by the existing Agreement nor to matters directly affecting service to passengers.

5. The Board shall consider any dispute properly submitted to it by the highest designated officer of the Company or by the Secretary of the Association when such dispute has not been previously settled in accordance with the terms provided for in the Flight Attendants' Agreement.
6. The Board shall meet in the city where the General Offices of Air Canada are maintained (unless a different place of meeting is agreed on by the Board) at such times as there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed.
7. All disputes properly referred to the Board for consideration shall be addressed to the Company and the Association. Five copies of each petition including all papers and exhibits in connection herewith, shall be forwarded to the Board and one copy thereof shall be transmitted to each member of the Board. Each case submitted shall show:
 - (a) Question or questions at issue.
 - (b) Statement of facts.
 - (c) Position of the Association.
 - (d) Position of the Company.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.

8. Upon receipt of notice of the submission of a dispute the Board shall set a date for a hearing not later than fifteen days after receipt of such request.
9. The Association may be represented at the Board hearings by such person or persons they may choose or designate and the Company may be represented by such person or persons as it may choose or designate. Evidence may be presented either orally or in writing or both. On request of individual members of the Board, the Board may, by majority vote, summons any witnesses who are employed by the Company or who may be deemed necessary by the parties to the dispute or by either party, or by the Board itself or by either group of representatives constituting the Board. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.
10. A majority vote of all members of the Board shall be competent to make a decision.
11. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
12. In the event of a deadlock in the case of any dispute properly referable to it, it shall be the duty of the Board to endeavour to agree, within ten (10) calendar days from the date of such deadlock, upon a procedure for breaking such deadlock. Upon failure of the Board to agree upon a procedure for breaking a deadlock within the ten (10) calendar day period stipulated herein, the Board shall forthwith agree upon and select an impartial person to be known as "Referee" to sit with the Board as an additional member thereof in the future hearing and determination of the case. If the Board is unable to agree upon the selection of such additional mem-

ber as a Referee within three (3) days, it shall promptly request the Federal Department of Labour to name such additional member as a "Referee" and when so named, the Board shall immediately arrange for a determination of the dispute by such "Referee". The Board and the "Referee" shall consider and review the prior record in the case and may call such additional witnesses and receive such additional evidence as the Board may deem necessary. Either party may request the privilege of presenting additional witnesses or documentary evidence and the Board with the Referee may at their discretion permit such presentation. The decision of the Board shall be rendered within ten days after the close of the hearings, and a majority vote of the members of the Board including the "Referee" shall be necessary to reach such decision which shall be final and binding on both parties hereto.

13. If either the Company or Association so request, the provisions of Article 14 (12) which provides for selection of an impartial referee, may be implemented at the outset of the System Board procedure and the five (5) member Board shall hear the case and award its decision in accordance with the provisions of Article 14.
14. The expenses and reasonable compensation of the "Referee" shall be borne equally by the parties hereto. The time limits specified in this Agreement may be extended by mutual consent of the parties to this Agreement.
15. Each of the parties hereto shall assume the compensation, travel expense; and other expenses of the Board members selected by it and of the witnesses called and summoned by them. So far as space is available witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point of

the hearings and return, to the extent permitted by law. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, Board members who are employees of the Company shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

16. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
17. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or the employer or to their duly accredited representatives according to law.
18. The Board shall have the authority to incur such other expenses as, in its judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne jointly by the parties thereto.
19. It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

ARTICLE 15—GENERAL PROVISIONS

(A) Orders in Writing

All orders to an employee involving a change in location or assignment, promotion, demotion, dismissal, lay-off, disciplinary action and leave of absence shall be stated in writing.

(B) Posting Association Notices

The Association shall have the privilege of posting notices of meetings upon the regular Company bulletin boards at all points where bulletin boards are maintained and where Association members are employed.

(C)

In this Agreement, unless otherwise specifically stated, the masculine shall include the feminine and the singular shall include the plural.

(D) Letters of Understanding

Any "Letter of Understanding" negotiated between the Company and the Association subsequent to this Agreement shall be deemed to form part of this Agreement as if it had been incorporated herein. A "Letter of Understanding" shall be so identified by a heading and a number, i.e., Letter of Understanding Number 1.

(E) Rest Facilities

The Company will recognize the Flight Attendants' requirements regarding rest facilities both in the air and on the ground and an endeavour will be made to ensure that these are adequate and comparable to those provided for other members of the flight crew.

(F) Saving Clause

Where the provisions of this Agreement are at variance with the Company Regulations, the former shall take precedence.

(G) Check-off of Association Dues

The Company shall deduct on the payroll for the first period of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to monthly dues in such amount as may be decided by the Association from time to time subject to the conditions set forth hereunder.

1. Membership in the Association shall be available to any employee eligible under the constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, color or religion.
2. Deductions shall commence on the payroll for the first pay period of the calendar month following completion of three (3) consecutive months of service under this Agreement.
3. If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages and dues not deducted in an earlier month.
4. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions, and deductions for provident funds shall be made from wages prior to the deduction of dues.
5. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association, as may be mutually agreed by the Association and the Company not later than thirty (30) calendar days following the pay period in which the deductions are made.
6. The Company shall not be responsible financially or otherwise either to the Association or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction

of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Association.

7. The question of what, if any, compensation shall be paid the Company by the Association in recognition of services performed under Section G of this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.
8. In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of Article 15 (G) of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Association counsel fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

ARTICLE 16—DURATION OF AGREEMENT

This Agreement is effective from April 1, 1967, with the exception of the changes in Article 6 (six) Section (B) Flight Time Limitations and Section (C) Special Flying Hour Credits which will be effective July 1, 1967; and the entire Agreement shall continue in full force and effect until May 31, 1969, subject to variation by mutual agreement in writing between the parties. In the event that new aircraft types are

introduced during the term of this Agreement, negotiations may be opened to resolve the wages and hours of work for such equipment. This Agreement shall remain binding from year to year thereafter, unless notification in writing to re-open the Agreement is served by either of the parties hereto, such notification to be served not later than ninety (90) days for the term of this Agreement prior to the expiration date in any year. In the event notice is given of intended change, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 12th day of June, 1967.

For: AIR CANADA

D. C. TENNANT,
Vice-President—Operations

W. L. FABRO,
Director of Passenger Service

F. C. EYRE,
Director of Industrial Relations

Witness:

W. R. GRANT

For: CANADIAN AIR LINE FLIGHT
ATTENDANTS' ASSOCIATION

IMELDA MARY POWER

BETTY ANN BEATY

R. R. SMEAL

Witness:

THOMAS J. MILLS