

**LETTER OF AGREEMENT
COLLECTIVE AGREEMENT
(Flight Attendants)**

BETWEEN

AIR CREEBEC INC.

C.P. 430
101 rue Fecteau
Val-d'Or, Québec
J9P 0G4
(Hereafter called the « EMPLOYER »)

AND

TEAMSTERS

9393 rue Édison
Anjou, Québec
H1J 1T4
(Hereafter called the « UNION »)

EDSC, TRAVAIL
ESDC, LABOUR

FEB 01 2023

SFMC
FMCS


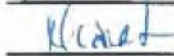
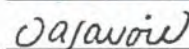
1. Revised salary pay scale effective January 1, 2023 with a 9.1% increase and change of one level for employees who have completed their probation period.
2. As of January 1, 2023, off scale employees will receive a 12.1% increase.
3. The collective agreement will be extended for one year ending July 15, 2025.
4. The company agrees to increase the training premium to \$100 per day and a text will be added to the collective agreement.
5. The Company's sick leave policy will be revised to reflect changes in the law as of December 1, 2022.

**Annex A
SALARY SCALE**

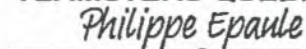
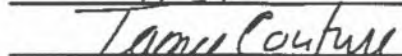
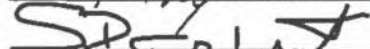
LEVEL 1- STARTING LEVEL	\$ 18.00
LEVEL 2 - 1 YEAR PROBATION	\$ 18.55
LEVEL 3 - January 1st, (After probation)	\$ 19.10
LEVEL 4	\$ 19.67
LEVEL 5	\$ 20.26
LEVEL 6	\$ 20.87
LEVEL 7	\$ 21.49
LEVEL 8	\$ 22.14
LEVEL 9	\$ 22.80
LEVEL 10	\$ 23.49
LEVEL 11	\$ 24.19
LEVEL 12	\$ 24.91
LEVEL 13	\$ 25.65
LEVEL 14	\$ 26.42
LEVEL 15	\$ 27.22

IN WITNESS WHEREOF, the representatives have signed in Montreal, province of Quebec, this 19th day of December 2022.

AIR CREEBEC INC

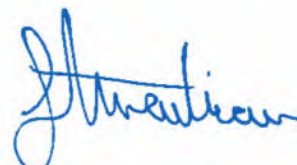




TEAMSTERS QUÉBEC 1999

Note 1: Flight Attendants who are at the maximum of the scale receive on January 1st a raise which is equal to the annual raise of the company.

copie certifiée conforme par
 Félix Martineau, avocat 319235-1



COLLECTIVE AGREEMENT

(Flight Attendants)

BETWEEN

AIR CREEBEC INC.

C.P. 430

101 rue Fecteau

Val d'OR, Québec

J9P 4P4

(Hereafter called the « EMPLOYER »)

AND

TEAMSTERS

9393 rue Édison

Anjou, Québec

H1J 1T4

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PREAMBLE

With the creation of Air Creebec, after the ratification of the James Bay and Northern Quebec Agreement and the North-eastern Quebec Agreement, the Cree community has given itself an instrument for development in order to achieve the development and self-sufficiency of the Cree Nation while ensuring its own long term profitability. The economic viability and profitability of the enterprise must also ensure durable and stable development of such nature that it will bring a better quality of life for all participants.

One of its objectives is to strongly encourage the hiring, if reasonably practicable, of Cree residents of the Eeyou Istchee territory in accordance with the spirit and intention of the Convention. This priority is granted to Cree beneficiaries. However, Air Creebec will not hire or will not continue to employ a person merely because he/she is part of a designated group. The hiring and the upholding of the employment must be based on the fact that an employee is, or has the ability to become productive and to actively contribute to the expansion of the Company.

The « Flight Attendants Manual » and every other policy or procedure applicable to Air Creebec' personnel establish the working conditions that the Company and all of its employees must comply with. However, in case of a conflict between these policies and procedures and the ones contained in the present Collective agreement, the ones contained in the present Collective agreement will prevail.

It is understood that the Company and the Union will cooperate to ensure efficient realization of the company's operations, to maintain harmonious relations between the Company and the Flight Attendants of the certification unit to establish a method to resolve their disputes through an amicable settlement and to establish working conditions that the Company and the Flight Attendants of the certification unit will have to comply with and a grievance procedure is provided for in case of dispute. In this objective, the parties agree as follows:

ARTICLE 1: JURISDICTION AND AGREEMENT

- 1.1 According to the accreditation of the Canada Industrial Relations Board, the Company recognizes the Union as the only negotiator for negotiating the work conditions for the Flight Attendants described hereafter:
- « All flight attendants working for Air Creebec Inc. in Canada, excluding the Chief Flight Attendant ».
- 1.2 Are also excluded, the Flight Attendant Instructor as well as the Base Flight Attendant - Quebec.

ARTICLE 2: COOPERATION

- 2.1 The Union agrees that either it nor its members shall cause, help, encourage or take part in a strike, slowdown, work stoppage or picket line on or in front of the Company's property for any reason during the term of this Agreement.
- 2.2 The Company agrees that there shall be no lockout during the term of this Collective Agreement.
- 2.3 Posting of union meeting notices shall be allowed on the bulletin boards made available to that effect by the Company, provided that such notices are signed by a Union Representative authorized to do so.
- 2.4 All other notices shall be sent to the Operations Manager or the Director of Human Resources to authorize or not the posting.

ARTICLE 3: DEFINITIONS

- 3.1 The subsequent words in this agreement are defined as follows:
- a) **Flight Attendant**
- Signifies an employee who carries out, on the ground or in the air, the duties as described in Annex C of the present Collective Agreement.

b) **Air Transportation**

- i) **Domestic**: signifies all flights, day or night, by a regular or a variable schedule, transporting passengers, express mail, cargo or shipping using commercial aircraft registered in Canada or approved by Transport Canada and are not qualified for international or overseas operations.
- ii) **International**: signifies all flights as described above, that are operated fully or partly outside of Canada.

c) **Flight Hours**

Means the time between the moment the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

d) **Day**

Signifies a twenty-four (24) hour period, from midnight to midnight.

e) **Year**

Signifies 13 blocks of 28 days.

f) **Base**

Means the terminal building where a Flight Attendant or a group of Flight Attendants is assigned to on a permanent basis and where airline operations originate.

g) **Probation Period**

Signifies the evaluation period of a Flight Attendant as stipulated in Article 6.1 of the Collective Agreement.

h) **Aircraft**

Signifies all aircraft owned, leased, with or without flight crew and operated by the Company for the transportation of people or material with the objective of accomplishing its operations as an airline carrier.

i) **Reserve Day**

Signifies the calendar day during which a reserve period shall occur.

j) **Regular Scheduled Flight**

Signifies any flight published by the Company from time to time in its regular schedule.

k) **Non-regular Flight Schedule**

Signifies all flights not covered under the definition « Regular Scheduled Flight ».

l) **Rest Period**

Signifies a continued rest period at the assigned base or away from the assigned base.

m) **Seniority**

Seniority will begin to accrue from the last day of hiring; being the date he is paid as In-Flight Training.

n) **Charter Flight**

Signifies all flights carried out for the account of a charterer on the basis of leasing equipment and its crew.

o) **Non-Flying Function**

Signifies all functions within the company that does not require that the person carrying out this function be a qualified Flight Attendant

p) **Full Time Flight Attendant**

Means a hired employee who has a full time status.

q) **Temporary Flight Attendant**

Means a Flight Attendant who is hired as a replacement during a leave, for whichever reason it may be, for additional work or due to a "particular" situation. He may also carry out a certain amount of regular monthly hours.

The temporary Flight Attendant is not eligible for grievance, notably for dismissal, except for the advantages that explicitly concerns him/her.

Seniority of a temporary Flight Attendant is based on hours worked and can only be used between temporary Flight Attendants. This seniority cannot, under any circumstances, be used against full time Flight Attendant.

r) **In charge Flight Attendant**

Signifies a Flight Attendant who is responsible to:

- Plan flights in regards to service to provide for all flights;
- Direct other cabin crew in their performance of their duties on the aircraft;
- Communicate with the flight deck during normal, abnormal and emergency situations during their work on the aircraft;
- Be accountable for all paperwork and when applicable company funds.

s) **Block**

Means a period of twenty-eight (28) consecutive days beginning on a Sunday.

t) **Day Off**

Means a period of twenty-four (24) consecutive hours beginning at the 00:01 hour, during which time a Flight Attendant is not on duty, on reserve or in training. The beginning of this period can be carried to 02:00 in the case of disturbance or constraints in the operations.

- 3.2 When the masculine gender is used, it means, at times, another gender, unless otherwise stated in the Collective Agreement.

The use of singular applies to several people or several things of the same kind, each time it is used in its context. Utilization of plural can be applied to one person or one object if the context requires.

ARTICLE 4: UNION SECURITY

- 4.1 Each Flight Attendant must, as part of their working condition, remain a member in accordance to the Union and authorize the Employer to deduct from his wages the contribution set by the union.
- 4.2 The Union does not hold the Company responsible in regards to the deductions of Union contributions and commits itself to compensate all claims against the Company made by an employee or a group of employees concerning this subject
- 4.3 The Company will have the Membership and Authorization Card for Union deductions signed by the new Flight Attendant when they are hired (that is to say the 1st day of work) and will send the original signed card at the same time as the Contribution Report.
- 4.4 The Union will indicate to the Employer the amount of union dues, initiation fees and any amounts required to be collected from the Flight Attendant. This amount will be remitted to the authorized Union representative before the 15th day of the following month, from which these deductions were made, along with a list of Flight Attendants in Excel format, all in conformity of the Canada Labor Code. The Union engages itself to advise the employer at least thirty (30) days in advance for any change in the union contribution rate and will provide a copy of the resolution authorizing this modification.
- 4.5 The Employer will remit to the Union, on a monthly basis, a list indicating, by order of seniority, the name of each employee, his hire date, address, phone number, SIN number as well as the amount deducted each week for every one of them.
- 4.6 As long as the employee is employed by the Company, his name must appear on the list with the amount of his contribution or if the employee has not paid his contribution, a note justifying the reason why he has not contributed, such as illness, work accident, maternity leave, lay-off or departure. The employer must also include the new membership cards completed and signed by a witness.

ARTICLE 5: UNION REPRESENTATION

- 5.1 In this Agreement, the term « accredited representative » means the union delegate authorized by the Union.
- 5.2 Two (2) Flight Attendants, members of the Negotiation Committee, are credited eight (8) duty hours for the time spent during negotiation meetings and for the time spent in meetings called by the employer for the labor relations committee (LRC).

ARTICLE 6: SENIORITY

- 6.1 The probation period for a Flight Attendant is one (1) year beginning the moment he has received his line indoctrination and is paid as a Flight Attendant.
- 6.2 One (1) year of seniority equals 2080 duty hours.
- 6.3 The Company reserves the right to dismiss the Flight Attendant during this period if his services are unsatisfactory. The Flight Attendant cannot take advantage of the grievance procedures to contest his dismissal during this probation period.
- 6.4 Seniority is cancelled and employment of the Flight Attendant terminated for any one the following reasons:
 - a) Voluntary termination of employment;
 - b) Dismissal for cause;
 - c) Failure to return to work according to recall procedures;
 - d) Absence from work for three (3) consecutive scheduled days or more without authorization;
 - e) Lay-off for twelve (12) months and has not been called back to work.
 - i. The Flight Attendant will be responsible in ensuring the update of his address and phone number with the Employer to allow being reached at all times.
 - f) Is absent for twenty-four (24) months due to illness or injury.

6.5 A full time Flight Attendant having completed his probation period, ceases to accumulate seniority in the following situations:

- a) Leave of absence;
- b) Leave of absence for education;
- c) Lay-off.

ARTICLE 7: LAY-OFF AND RECALL

7.1 Taking into consideration the seniority, lay-off, recall or the reduction of working hours can be done by base. Lay-offs and recalls for work are determined by the Employer.

7.2 Notices are given in accordance to the Canada Labor Code.

7.3 In this regard, all Flight Attendants that have up to three months of uninterrupted service with the Company are advised in writing of his/her dismissal at least:

- Two weeks in advance;

7.4 Failure to give the notice as foreseen above, the Employer must pay, in lieu of the notice, compensation equivalent to two weeks salary at the regular rate for the number of normal working hours.

7.5 Without prejudice to his rights to a recall for work, a Flight Attendant subjected to a lay-off can agree to a voluntary lay-off.

ARTICLE 8: APPOINTMENT TO A SUPERVISORY POSITION OR NON FLYING FUNCTION

8.1 Each Flight Attendant appointed to a function outside of the accredited unit maintains and accumulates his seniority for a maximum period of six (6) months. During this period, he continues to pay Union dues.

8.2 Each Flight Attendant occupying a supervisory position or a non flying function, in accordance with article 8.1, who returns to his Flight Attendant status can exercise his seniority rights by displacing any Flight Attendant who has less seniority.

8.3 In the case of absenteeism based on illness, work injury and also in the case of maternity or parental leave, union dues not paid during the absence of the Flight Attendant will be deducted the following way upon his return: union dues will be doubled up to the full payment of arrears or up to a maximum of thirteen (13) weeks.

ARTICLE 9: WORK STANDARDS

9.1 On Duty – Scheduling

- a) Flight schedules are prepared by the Company for a period of one (1) Block and posted on the sixth day preceding the beginning of the Block on SharePoint. During this period, flight schedules may be subject to a revision. The flight schedule become official at the beginning of the Block.
 - **"schedule update"**: additional or cancelled flights, absences, etc. resulting a change in flight number and/or an assigned flight to a reserve day. A schedule update does not affect days off.
 - **"schedule revision"**: additional or cancelled flights, absences, etc. resulting in a significant change to the Flight Attendant's schedule which may include a change in the days off. If it is the case, Flight Attendants are called by seniority, if unable to fulfill company's needs; they will be assigned by reverse order of seniority. As much as possible, the "Requested days off" will not be affected.
- b) Each Flight Attendant must send in writing, through Sharepoint, to the Chief Flight Attendant his choice of requested days off - a maximum four (4) days, and vacation time for the next Block within fifteen (15) days preceding the beginning of the block (2 Mondays before posting).
 - Furthermore, a Flight Attendant may file, within the same period, a second request for four (4) requested days off. Considering the above, no communication will be made to the Flight Attendant if his request is not granted.
 - When these requests are possible to grant they are treated by seniority.
 - No request is considered within the thirteen (13) days preceding the beginning of the Block.
- c) Vacation days are granted by seniority and have priority over requested days off. Work schedules are assigned by base.
- d) Errors and modifications found are corrected in the scheduled Block and the Flight Attendants are advised as soon as possible.
- e) The Company ensures that all the known flights are indicated in the Block schedule.

- f) Requested days off, reserve days, duty, training, vacations and all other information are indicated in the Block schedule.
- g) The Flight Attendant's monthly meetings are considered as a duty day and will be credited 4 duty hours.
- h) As much as possible, the number of duty hours programmed in a Block will correspond to the Pilots' duty hours scheduled as long as it does not result in the cancellation of a flight or operations.
- i) Block scheduling shall be set up on a rotation system.
- j) **Court Charter :**
 - The Flight Attendant must advise the Employer in writing if he wishes to do the "**Court Charter**" flights and must do so before the fifteenth (15th) day preceding the beginning of the block for which he is available.
 - The "**Court Charter**" flights are granted in priority, by rotation and seniority with the Flight Attendants in Val d'Or who volunteer their availability for these flights. Thereafter, following the same principles, throughout the company.
 - In the event that there are insufficient volunteers to cover the "**Court Charter**" flights for a specific month, these flights will be granted by rotation and seniority between all Flight Attendants beginning with the one with the least seniority.
 - The Employer will indicate on the schedule, the name of the next two Flight Attendants which will be scheduled for the "**Court Charter**" Flights, in the event of insufficient volunteers for the next block
- k) When two Flight Attendants are scheduled on one flight, Flight Attendant 1 (FA 1- senior) immediately chooses if he stays on the flight or not. Failing to an immediate decision, the Flight Attendant 2 (FA2) is the one transferred to the other her flight.
- l) The Flight Attendant is responsible for the « Cash Bar » and must follow the procedure in place. When there are two Flight Attendants scheduled on a flight, Flight Attendant 1 (F/A 1) is the one responsible for the « Cash Bar ».
- m) When there is more than one Flight Attendant on a flight, the Flight Attendant in charge is chosen by rotation.

- n) In the case where a flight comes in late, the assignments for the following flight, as much as possible, are not modified.
- o) In the case where a Flight Attendant is returned back home after the cancellation of his flight, he becomes the last reserve on duty.
- p) In the case of a flight not scheduled after midnight, the Flight Attendant is credited with four (4) hours on duty when he works. No expenses can be claimed.

q) Flight Exchange :

- i. A Flight Attendant may request or be involved in one (1) flight exchange, maximum of two exchanges, per Block per Base at the sole discretion of the employer. The exchange is made for the same number of hours on a flight without causing overtime (flight for flight).
 - ii. The Flight Attendant who requests a flight exchange is responsible to find himself a replacement and to notify him of the acceptance or refusal of the exchange.
 - iii. A Flight Attendant who requests a flight exchange must give a minimum notice of forty-eight (48) hours to the Chief Flight Attendant which decides to approve or refuse the request. The Chief Flight Attendant notifies the Flight Attendants of the decision within a delay of twenty-four (24) hours.
 - iv. In exceptional circumstances, the conditions mentioned above may be modified with the consent of the Chief Flight Attendant.
- r) The day before a scheduled duty day or a reserve day, the Flight Attendant must, in order to confirm his presence at work:
- 1. Use eCrew application every day to know any modifications who may affect his schedule.
 - 2. Take notice before 18h00 of any modifications published on the application.
 - 3. Confirm having taken notice of the schedule and/or modifications by using the function « Acknowledge » on the eCrew application or its website.

- i. Upon reception of a confirmation by the Flight Attendant through eCrew, he is considered present for work.
 - ii. Modification of a work schedule may be transmitted up to 18h00 every day. If a schedule modification appears after 18h00, the Flight Attendant concerned is notified by phone by the Crew Scheduler or the Flight Dispatcher, this while respecting the rest period.
4. In the case where eCrew is not available or accessible, the Flight Attendant must communicate with the Dispatch Department before 18h00 to confirm his presence at work.
5. Failing to confirm by phone or by eCrew the schedule and/or the modification to schedule, the following disciplinary measures will apply:
 1. Verbal warning
 2. Verbal warning
 3. **Written warning**
 4. Verbal warning
 5. Verbal warning
 6. **Written warning with 1 day suspension without pay**
 7. Verbal warning
 8. Verbal warning
 9. **Written warning with 3 days suspension without pay**
 10. **Dismissal**
6. Failing to report for duty, despite the schedule's publication, the following disciplinary and administrative measures will apply :
 1. Written notice with 1 day suspension without pay and concerned day not remunerated;
 2. Written notice with 3 days suspension without pay and concerned day cut off;
 3. Written notice with 5 days suspension without pay and concerned day cut off;
 4. Dismissal.

9.2

Days Off

- a) A Flight Attendant receives a minimum of eight (8) days off per Block and in all cases a minimum of one hundred and fourteen (114) days off per period of thirteen (13) blocks. The statutory holidays are included in the days off.
- b) Additional duty days (days off worked) are assigned by seniority on a voluntary basis. In the case where no Flight Attendant volunteers, the Flight Attendants are « drafted » in reverse order of seniority, while taking into account the schedule in place.
- c) For every day off worked by a Flight Attendant, he is allowed the greater number of the duty hours actually worked or four (4) duty hours at time and a half.
- d) For every day off spent in training, the Flight Attendant will receive the training hours at time and a half.

9.3

Reserve Day

- a) Signifies a period of sixteen (16) consecutive hours whereby a Flight Attendant is available for work, beginning at 05:00 local time and ending at 21:00 local time. This reserve time slot can be changed by the Company, with notice, for operational needs that could prevent or delay the normal course of the Company's activities.
- b) A Flight Attendant on reserve must advise the Dispatch Department where he can be reached at all times for duty. After an understanding with the Dispatch Department and after providing a phone number where he can be reached the Flight Attendant on reserve can leave his home.
- c) When it is required, two (2) phone calls are placed to reach a Flight Attendant on reserve. The second call is placed at fifteen (15) minutes interval from the first. If a Flight Attendant on reserve cannot be reached after two (2) calls, he is considered unavailable for work and is subject to disciplinary measures.
- d) The Dispatch Department or the Chief Flight Attendant may, at their discretion and according to the operational needs, relieve a Flight Attendant from duty for all or part of the reserve day.

- e) A Flight Attendant on reserve must report to duty as quickly as possible within a two (2) hour maximum delay.
- f) Four (4) duty hours are credited to the Flight Attendant on reserve if he did not have to work.
- g) A Flight Attendant on reserve who reports for duty will receive the duty hours that are equivalent to the greater of the two (2) following amounts: four (4) duty hours or the duty hours actually worked.

9.4 **Minimum Guaranteed Duty**

A work day counts for a minimum of four (4) duty hours.

9.5 **Duty Standards**

For the purpose of remuneration and schedule planning, duty hours will be as follows:

- Duty time is calculated, generally, from the moment the Flight Attendant shows up at work before the scheduled departure time (usually one (1) hour before or unless otherwise specified by the company and ends thirty (30) minutes after the actual arrival time, but never less than four (4) duty hours.

9.6 **Other Duty Hours**

All other duty hours are credited as follows:

- **Reserve :** 4 duty hours
- **Ground Training:** Actual duty hours
- **Daily Minimum:** 4 duty hours
- **Block Minimum:** 160 duty hours
- **Additional Work Hours:** Time and a half after 160 duty hours
- **Duty Hours – Day Off:** Time and a half above the minimum block of duty hours (160)
- **Deadheading :** 4 duty hours
- **Halt (Over-night/split duty charters) :** 10 duty hours
- **Deadheading and Over-nighting :** the larger of the two: max 10 hours
- **Deadheading and Duty- same day :** 4 hours + duty time
- **Sick Day on Reserve :** 8 duty hours
- **Sick Day on Scheduled Day:** 8 duty hours
- **Vacation Day :** 8 duty hours
- **Renewal of RAIC card** Scheduled deadheading not paid (Not included in the 114 days off)
- **Aerostudies :** 8 duty hours per year
 - For all exams on aerostudies (credited during the annual training period). If not done on time the hours will not be paid.

9.7 The normal length of a Work Block is one hundred and sixty (160) duty hours paid to a full time Flight Attendant.

9.8 **Meals**

a) When a Flight Attendant is on duty, the following per diem can be claimed as per Company Policy on their Expense Claims and if no meal is provided by the Company.

- Breakfast 15.00\$
- Lunch 20.00\$
- Supper 30.00\$
- Snack 15.00\$

b) Breakfast is paid when duty starts at 6:30am or before and also when duty finishes after midnight.

c) Lunch is paid when the Flight Attendant is on duty between noon and 13h30. The Flight Attendant just has to be on duty 1 minute during this period.

d) Supper is paid when the Flight Attendant is on duty from 17h00.

e) Snack is paid when Flight Attendant is on halt.

f) Expenses are paid when no food is provided in the staff house.

g) Allowances may be raised if the Board of administration decides accordingly during the three (3) years duration of the collective agreement.

h) The various reimbursements are paid according to company policies by the Accounts Payable one (1) time per month.

i. *The reimbursement of expenses starts the current month after the acceptance of the collective agreement by the general assembly.*

ARTICLE 10: STATUTORY HOLIDAYS

10.1 The following ten (10) days are recognized by the Company as paid holidays at eight (8) duty hours per day to all Flight Attendants registered on the Company payroll:

- New Year's Day
- Good Friday
- Victoria Day
- Quebec National Holiday (*Quebec residents only- replacing Remembrance Day*)
- Canada Day
- First Monday of August (*Ontario residents only- replacing Remembrance Day*)
- Labor Day
- Thanksgiving Day
- Cree National Holiday (*Entente de la Baie James*)
- Christmas Day
- Boxing Day

10.2 Each statutory holiday is equivalent to eight (8) duty hours, Article 9.2 a). When working during a statutory holiday the actual duty hour will be calculated at time and a half above the eight (8) statutory duty hours off.

ARTICLE 11: ANNUAL PAID VACATION

11.1 Annual vacation is determined by the number of years of service completed within the reference year of June 1st to May 31st. The reference year is a period of 12 consecutive months during which the Flight Attendant progressively acquires the right of an annual vacation.

11.2 An adjustment is done for the employees hired during the reference year. He will accumulate one vacation day each full month of service to a maximum of ten working days or 14 calendar days (2 weeks).

11.3 An employee will be entitled to the following and must be taken within the 12 months of entitlement (June 1st – May 31st):

- **2 weeks** vacation time after completing a full reference year
- **3 weeks** vacation time after completing five (5) consecutive reference years
- **4 weeks** vacation time after completing ten (10) consecutive reference years
- **5 weeks** vacation time after completing fifteen (15) consecutive reference years

11.4 The Flight Attendant receives:

- For 2 weeks or less: 4% of the admissible earnings
- For 3 weeks: 6% of the admissible earnings
- For 4 weeks: 8% of the admissible earnings
- For 5 weeks: 10 % of the admissible earnings

- 11.5 A Vacation Request and Approval Form is distributed prior to the commencement of each new reference year beginning June 1st. The Form must be completed and returned to their respective Supervisor before May 15th in order to reserve the choice of vacations before approbation. Seniority only prevails when a request for the same vacation period by another Flight Attendant occurs.
- 11.6 Any vacation request filed before May 15th prevails over any request received after this date.
- 11.7 Thus, any vacation requests following May 15th is considered on a first come, first serve basis. If the same vacation dates are requested on the same day by more than one employee, then seniority will prevail as per article 9.1 b) and c).
- 11.8 If possible and with the consideration of the operational needs, requests for vacations received after May 15th may be approved before the delays mentioned in article 9.1 b).
- 11.9 The annual paid vacation, to a Flight Attendant, is not cumulative and must be taken by the end of the reference year. If it is not taken, it will be automatically paid.
- 11.10 The annual vacation for the Flight Attendant is divided in a period of one (1) calendar week (seven (7) calendar days) beginning at 00:01 hour and ending the seventh day at 24:00 hours.
- 11.11 A Flight Attendant can fraction a maximum of one (1) vacation week. The Flight Attendant cannot fraction this vacation week with days off in a way to extend the vacation time.
- 11.12 Priority will be given to a complete one (1) week of vacation chosen over the fractioned week without considering seniority.
- 11.13 The annual vacation days must be requested in blocks of one (1) calendar week. For every block of one (1) week of annual vacation granted, the regular days off (114), stipulated in 9.2 a) are reduced by two (2). In the case where a Flight Attendant has less than one (1) week of accumulated annual vacation, the regular days off (114), stipulated in 9.2 a) are reduced by one (1).

- 11.14 The temporary Flight Attendant is allowed the same percentage of his total earnings as payment for his annual paid vacation. The duration of the vacation is proportional to the years of service and the annual vacation is taken in accordance with the procedure foreseen at 11.4.
- 11.15 For the duration of the vacations, as mentioned in the above paragraphs, the Flight Attendant cannot take in a consecutive and continuous manner, more than two (2) consecutive weeks, unless the number of salaried replacements permits it.
- 11.16 The Employer has the right to refuse a Flight Attendant's request for annual vacation if there is no concurring availability.
- 11.17 The Flight Attendant must have the vacations approved by the Employer prior to planning any vacation.
- 11.18 A Flight Attendant who is unable to take his vacation during the established period due to medical reasons, an accident, a work related accident or due to an authorized leave before the beginning of his vacation period can postpone his vacation period to a later date during the same reference year.
- However, he must advise the Employer the moment this situation arises unless it is impossible to do so. The burden of proving this inability is incumbent to the Flight Attendant.
- 11.19 The Flight Attendant who would like to receive his vacation pay at the same time as the pay preceding his/her departure on holidays must advise the Employer at least eight (8) days in advance of the payable date.

ARTICLE 12: LEAVE OF ABSENCE

- 12.1 To be entitled to a Leave of absence an employee must have been with the Employer for two (2) years of continuous full-time employment.
- 12.2 A leave of absence without pay is a minimum of four (4) weeks and up to a maximum of six (6) months. Authorization of one (1) leave of absence will be authorized for each five (5) years of continuous employment for the same employee.
- 12.3 A Flight Attendant who intends to take a leave of absence without pay from employment must give at least six (6) weeks of notice in writing to the Chief Flight Attendant. Less than six (6) weeks of notice will be considered only under exceptional circumstances. The Flight Attendant must inform the employer in writing the length of leave intended and the reason. The Chief Flight Attendant will respond within two (2) weeks of the request.

- 12.4 The Employer reserves the right to refuse the leave of absence request if the length, timing or cost is unsuitable for the Company.
- 12.5 A leave of absence cannot be used for any type of work employment elsewhere.
- 12.6 At least four (4) weeks prior to the return date the Flight Attendant must contact the Chief Flight Attendant in writing to confirm his return to work. In any case, it will not be the Chief Flight Attendant's responsibility to contact the Flight Attendant to confirm the return date.
- 12.7 A Flight Attendant who has obtained a Leave Without Pay for a specific period and who wishes to reinstate his duties sooner than already determined can make the request by registered letter to the Company and with the condition that he maintained his qualifications while respecting the delays for work scheduling, art. 9.1 b.

12.8 **IMPORTANT NOTE:**

Is considered an effective resignation if:

- It has been brought to the Employer's attention that the Flight Attendant is working elsewhere other than Air Creebec Inc.

Or

- If the Flight Attendant has not contacted the Chief Flight Attendant to confirm his return to work as stipulated above.

12.9 During a leave of absence without pay, the employee will:

- not accumulate seniority;
- have group insurance benefits suspended;
- not have interline travel benefits with other airlines and/or travel during this period including tickets bought prior to leave of absence;
- keep travel benefits with Air Creebec excluding non-eligible family members; (eligible family members are: spouse, parents, children under 24 years old)
- be reintegrated, if possible, in his position

12.10 If the leave of absence is approved, the Chief Flight Attendant will provide this Policy to the Flight Attendant and obtain his signature on the Annex D provided.

Maternity Leave

- a) Every Flight Attendant has the right to a Maternity Leave without Pay in accordance to the dispositions of the Canada Labor Code.
- b) A Flight Attendant who intends to take a Maternity Leave without pay from employment must give at least six (6) weeks of notice in writing to the Chief Flight Attendant. Less than six (6) weeks of notice will be considered only under exceptional circumstances. The Flight Attendant must inform the employer in writing the length of leave intended and the reason. The Chief Flight Attendant will respond within two (2) weeks of the request.
- c) The Company reserves the right to have the Flight Attendant examined by a doctor that he designates. The medical examination is at the Employer's cost.
- d) A Statutory Holiday which coincides with a Maternity Leave is not remunerated.
- e) During the Maternity Leave, the Flight Attendant maintains employment and continues to accumulate seniority.
- f) The Flight Attendant will during the period of Maternity Leave maintain group insurance coverage.
- g) At least four (4) weeks prior to the return date the Flight Attendant must contact the Chief Flight Attendant in writing to confirm his/her return to work. In any case, it will not be the Chief Flight Attendant's responsibility to contact the Flight Attendant to confirm the return date.
- h) A Flight Attendant who has obtained a Maternity Leave without pay for a specific period and who wishes to reinstate her duties sooner than already determined can make the request by registered letter to the Company and with the condition that she maintained her qualifications while respecting the delays for work scheduling, art. 9.1 b.
- i) A Flight Attendant who neglects to present himself to work on the determined return date will be considered as an effective resignation.

- j) A Flight Attendant who wishes to return to work on a part-time basis will request this in writing two (2) months prior to the end of her Maternity Leave and is subject to the following conditions:

- Must have completed 3 years in seniority;
- Periods from 1 to 3 scheduled Blocks can be requested and then the Flight Attendant returns to her full-time status;
- 2 duty days per week are scheduled and are mandatory;
- Will not have reserve days;
- Be only assigned at her work base;
- Is remunerated for duty hours done;
- Must be available for the scheduled days;
- Will not be entitled to group insurance coverage;
- Sick days are accumulated as per article 15.1 and 15.12.

12.12 **Parental Leave**

Every Flight Attendant has the right to Parental Leave, if requested and will be according to the modalities foreseen in the Canada Labor Code.

12.13 **Jury Duty**

A Flight Attendant who is called for jury duty will be granted a leave of absence off work without pay and will continue to accumulate his seniority during the said absence.

12.14 **Bereavement Leave**

- a) For entitlement of the bereavement leave, the Flight Attendant must have been with the Company for at least three (3) months of continuous employment.
- b) The Flight Attendant is entitled to five (5) days on any seven (7) calendar days immediately following the day of death or starting on the 1st day of the funeral for:
- Spouse
 - Mother
 - Father
 - Son
 - Daughter
- c) Remuneration corresponds with the Flight Attendant's scheduled work days after remittance of the Death Certificate, to a maximum of forty (40) hours.

- d) The Flight Attendant is entitled to three (3) days immediately following the day of death or starting on the 1st day of the funeral for:
- Sister
 - Brother
 - Father-in-law
 - Mother-in-law
 - And any other relative responding to the definition of «close relative»
- e) Remuneration corresponds with the Flight Attendant's scheduled work days after remittance of the Death Certificate, to a maximum of twenty-four (24) hours.
- f) If a death occurs during a vacation period, the Flight Attendant must advise the Employer as soon as possible and his vacation are prolonged the number of days which corresponds to art. 12.14 b) or 12.14 d). If it is not possible to prolong the vacation period, then by approval of the Company, they are taken at an ulterior date within the reference year.

12.15 **Voting**

In the event of a federal or provincial election, the Flight Attendant can exercise his right to vote, as per the applicable electoral laws.

ARTICLE 13: DISCIPLINARY MEASURES AND DISMISSAL

- 13.1 The disciplinary measures stated in article 9.1.r) 5 and 6 are specifically excluded by the present article.
- 13.2 All disciplinary measures shall be given in writing to the concerned Flight Attendant and shall contain the reasons for the discipline. Copies shall be transmitted to the Union.
- 13.3 Verbal warnings are not considered a disciplinary measure and in consequence shall not be submitted to the grievance procedure. With the exception of fraud or theft, which is subject to dismissal, the Employer will apply the principle of progressive discipline for all disciplinary cases.

- 13.4 Notwithstanding articles 13.2 and 13.3, the following infractions can result to an immediate dismissal, including but not limited to the following:
- A willful or negligent action that compromises Air Creebec's flight safety;
 - Usage of drugs, alcohol or prohibited goods;
 - Punctual harassment;
 - Theft;
 - Willful destruction of Air Creebec property;
 - Cancellation of a flight
- 13.5 Any disciplinary measure may be subject to the grievance procedure and submitted to arbitration.
- 13.6 Any disciplinary measure for reasons other than professional shall be withdrawn from the Flight Attendant's employment record after thirty-six (36) months, provided that during such period, no disciplinary measures of the same nature was registered in the Flight Attendant's employment record.
- 13.7 Notwithstanding the foregoing, the Flight Attendant who does not renew his access card (RAIC), within the required delays, is suspended from work without pay for one (1) month and if, during this period of suspension, he does not renew his access card, his employment is automatically terminated.

ARTICLE 14: PROCEDURES AND RULES FOR GRIEVANCE

- 14.1 The Union, all Flight Attendants or the Employer can make a grievance in all cases of disagreements related to the interpretation, the application or the alleged violation of the present agreement.

- 14.2 Such complaints are handled in the following way:

First Step : By letter to the Employer

The Flight Attendant or the Union Delegate must submit a grievance in writing to the Employer's representative within fifteen (15) days following the incident or the awareness of the incident giving rise to the grievance. The Employer's representative must give its answer in writing within ten (10) days following reception of the grievance. The same process applies when the Employer presents a grievance.

- 14.3 The delays specified in Article 14 are stringent. However, the parties can, by mutual written consent, extend the delays.

- 14.4 For information exchanges only, the Employer's representative and the Union Delegate can meet and exchange the pertinent documents relative to the grievance.
- 14.5 If a Flight Attendant is unable to make a grievance within the specified delay due to an absence foreseen by the Agreement, the delay may be extended up to a maximum of five (5) days from his return to work.
- 14.6 The Union and/or Union Delegate can be replaced at all times by a Flight Attendant for grievance procedures.
- 14.7 A grievance must explain the nature of the incident and the nature of the complaint in such a manner to clearly indicate the disagreement.
- 14.8 If a grievance is not resolved during the first step of the grievance procedures, it can be brought to arbitration by written notice to the other party within thirty (30) days from the date the decision was rendered, during the first step, or at the expiration dates of the complaint procedures.
- 14.9 A grievance of interpretation can, at all times, be submitted directly in arbitration by the Company or the Union.
- 14.10 In all arbitration cases, the party (Union or Company) who is requesting arbitration may use the rapid service, which is offered by the Ministry of Labour. The other party must conform and Article 14 of the present agreement applies by making the appropriate modifications.
- 14.11 The arbitrator has no authority to alter or modify any of the conditions in the present agreement, or to substitute any new conditions, or to take any decisions that could enter into conflict with the terms and conditions of the present agreement.
- 14.12 However, in all disciplinary measures, the arbitrator has the authority to confirm, modify or cancel the Company's decision and, if necessary, substitute the decision which he judges fair and reasonable while taking into account the circumstances of the situation.
- 14.13 The arbitrator also has the power to impose to the Company the reimbursement, including interest, of all monies lost by the employee following a decision of reimbursement by the arbitrator.
- 14.14 All decisions rendered by the arbitrator in accordance to the conditions of this agreement are final and bind the said parties.

- 14.15 Each party pays half the fees and the arbitrator charges.
- 14.16 At all times, the Company and the Union may agree to a settlement. This settlement binds the Company, the Union as well as the Flight Attendant and is final.

ARTICLE 15: SICK DAYS

- 15.1 A full time Flight Attendant must have completed his probation period as stipulated in article 6.1 for entitlement of remunerated sick days. Accumulation of sick days will begin from the fourth month after the probation period has been completed.
- Accumulation is made by one (1) sick day for every two months worked if there has been no sick leave during these months to a maximum of six (6) accumulated sick days.
- 15.2 The sick Flight Attendant must call the Dispatch Department as soon as possible, night or day, to advise of his absence. The motives to support the sick leave are sent to the Chief Flight Attendant by e-mail.
- Flight Attendants who have not advised the Dispatch Department that he will be sick and advises that he is sick at the time when the Flight Attendant receives the call to report himself on duty will not be remunerated for that day (sick day or reserve day).
- 15.3 For a sick leave of three (3) consecutive days or more, the Flight Attendant must provide a medical certificate.
- 15.4 For a period of absence of more than one (1) week, the medical certificate must indicate the date the Flight Attendant will return to work.
- 15.5 A sick day taken before or after a scheduled vacation is only paid upon presentation of a medical certificate.
- 15.6 Subsequent to 7 non consecutive sick days, the Employer reserves the right to request medical proof to justify any future absences due to illness.
- 15.7 For each calendar year end (December 31st) the remaining sick days (not taken) are banked starting January 1st of the following calendar year. Each new year commences with a credit of six (6) sick days.
- 15.8 The days banked will be cumulative to a maximum of 30 days.

- 15.9 Notwithstanding article 15.8, the Flight Attendant who does not use his sick days within the calendar year may bank two (2) days more per year in his bank up to a maximum of thirty-six (36) days.
- 15.10 The banked days can be used for an absence of six (6) consecutive days or more for a medical condition and with proof of a medical certificate issued by a doctor.
- 15.11 Sick days are not cashable and are only remunerated for personal medical conditions and are only valid while the Flight Attendant is employed by the company.
- 15.12 A Flight Attendant in maternity leave is allowed, upon her return to work, to a pro-rated number of days within the year of her return.

ARTICLE 16: GROUP INSURANCE

- 16.1 The Flight Attendant benefits from the collective insurance plan in force with the employer.
- 16.2 Any full time Flight Attendant with more than six (6) months of continuous service with the company is entitled to the Group Insurance Plan.

ARTICLE 17: HEALTH AND SECURITY AT WORK

- 17.1 The company agrees that it is its responsibility to respect and conform to the laws and regulations of the Government of Canada in regards to Workplace Health and Safety and to take adequate measures to protect the health, safety and physical integrity of its employees, as well as work hygiene.
- 17.2 Considering that within Air Creebec, Health and Safety Committees exist and that they include employees of all classifications and that these committees are in force, Flight Attendants are an integral part.

ARTICLE 18: PENSION PLAN

- 18.1 The Flight Attendants continue to participate in the Company Pension Plan in force according to its terms and conditions already in place.

ARTICLE 19: UNIFORMS

- 19.1 The Flight Attendant is responsible for maintaining his uniform in good condition and must, at all times, follow the Company directives regarding wearing of uniforms. Refer to Company policy for uniforms.
- 19.2 The company will pay an amount of \$80.00 per year for non-slip black shoes that complement the uniform.
- 19.3 The company will pay an amount of \$30.00 per month for dry cleaning of the uniforms.

ARTICLE 20: GENERAL

20.1 Work on Board an Aircraft

- a) It is understood that a Flight Attendant must accomplish all tasks normally related to Flight Attendant duties on an aircraft serving northern regions and including jobs/tasks foreseen and described in Annex "C", as well as in the company operations and procedures manuals concerning Flight Attendants that are in force at signature of the present.
- b) The Flight Attendants may be required to maintain their skills on all types of aircraft.
- c) The company provides to each Flight Attendant a Flight Attendant's Manual which must be returned to the company when the Flight Attendant is no longer working for the company.

20.02 Jumpseat

The following applies for Air Creebec Flight Attendant only. Air Creebec employees can only be accepted on the jumpseat.

- a) The Flight Attendant jumpseater has not a file or a ticket and must present himself at the counter to obtain a manual boarding pass and the captain's verbal approval.
- b) Flight Attendant jumpseater will report to the appropriate counter no later than one (1) hour before departure.

- c) The flight attendant must present himself to the gate agent his valid company ID card and/or RAIC pass.
- d) The Captain verifies the identification and provides verbal authorization to the gate agent.
- e) The Captain has the final authority on the acceptance of any jumpseaters travelling on his flight.
- f) At airports where security measures are in effect, the jumpseater must go through security screening with all other passengers. This is mandatory.
- g) If the aircraft is taxiing directly from the FBO and/or hangar to the terminal building, the jumpseater is not allowed to join in and thus avoiding security screening.
- h) Any other passenger with a paid ticket has priority.
- i) At the Captain's discretion, more than one jumpseater may be on board, within the load restriction.
- j) Baggage or cargo is not to be removed to accept a jumpseater. If more than one jumpseater is requesting a seat the seat availability is restricted to the load factor.
- k) When a Flight Attendant jumpseater is accepted on Company flights, his name has to be entered as J/S (jumpseat) travel in the crew information section of the Journey Log Book.
- l) Dress code is business casual. Jeans may be worn as long as they are clean and neat.
- m) Flight Attendant jumpseaters are not permitted on CHB charters and/or any other charter flights.

ARTICLE 21: SALARY SCALE

- 21.1 The salary scale is listed in Annex « A » of the present agreement. The said Annex being an integral part of this agreement and applies to all Flight Attendants.
- 21.2 The company distributes, by bank transfer, the Flight Attendant's pay on the 15th and 30th of the month or on the closest business day to those dates

**ARTICLE 22: COLLECTIVE AGREEMENT ANNEXES AND
VARIOUS PROVISIONS/CONDITIONS**

- 22.1 The annexes and letters of intent, if necessary, are an integral part of the present Working Collective Agreement.
- 22.2 All provisions contained in the present agreement that is or becomes contradictory with government legislations will not invalidate the rest of the present Collective Agreement.
- 22.3 This agreement constitutes a full accord of both parties and replaces all previous verbal or written agreements, explicit or implicit, and is the only source of rights and complaints that can be subject to arbitration. This Collective Agreement contains in totality and exclusively all the rights and working conditions whereby a Flight Attendant can claim towards Air Creebec.


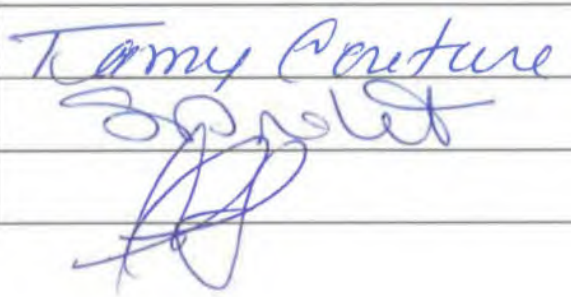
ARTICLE 23: LENGTH OF AGREEMENT

- 23.1 The present Agreement will be for the duration of three (3) years and will be in effect July 16, 2018 until July 15, 2021.
- 23.2 It is understood between the parties that, by mutual agreement, the collective agreement may be ended before its term when the intent is to renew the collective agreement with more advantageous conditions for the both parties.
- 23.3 This collective agreement is valid in both official languages, in French or in English. Both versions will be filed with the Canada Industrial Relations Board.
- 23.4 This collective agreement will remain in force until new a new agreement is negotiated or if the law foresees otherwise.

IN WITNESS WHEREOF, the representatives have signed in Montreal, province of Quebec, this 27th day of the month of November 2018.

AIR CREEBEC INC

TEAMSTERS QUÉBEC 1999

ANNEX « A »

SALARY SCALE

ENTRY	\$14.94
1 YR - PROBATION	\$15.45
JANUARY 1 (AFTER PROBATION)	\$16.00
JANUARY 1	\$16.50
JANUARY 1	\$17.00
JANUARY 1	\$17.51
JANUARY 1	\$18.03
JANUARY 1	\$18.57
JANUARY 1	\$19.13
JANUARY 1	\$19.70
JANUARY 1	\$20.29
JANUARY 1	\$21.53
JANUARY 1	\$22.17
JANUARY 1	\$22.83

Note 1: Flight Attendants who are at the maximum of the scale receive on January 1st a raise which is equal to the annual raise of the company.

ANNEX « B »

MEMBERSHIP FORM

ANNEX « C »

TASK DESCRIPTION

The Union recognizes that the company operates on a territory and in an environment where material and human resources are often limited or are of irregular reliability. In this type of situation, it is obvious that particular tasks that are typical for these types of operations in northern regions/areas may be carried out by Flight Attendants. Together, the Company and the Flight Attendants will try to maximize the utilization of flight hours and of duty hours with the common goal of profitability and efficiency. No interpretation in this Agreement will permit a Flight Attendant to avoid or refuse to accomplish any of the tasks described in the Flight Attendant's Manual (FAM) when required.

None of the tasks described should enter in conflict with one or more of the dispositions of this Agreement; and nor should it affect the physical integrity of any Flight Attendant that may consider a danger for his/her health or his/her security.

The dispositions contained in the Flight Attendant Manual (FAM) apply.

ANNEX D
LEAVE OF ABSENCE

NAME OF FLIGHT ATTENDANT: _____

(Please attach the detailed request for the Leave of Absence without Pay)

Leave accepted as requested _____ OR from _____ to _____
(date)

Leave refused: _____

The Flight Attendant mentioned above has read the conditions stipulated in article 12 in regards to a Leave of Absence without pay:

Signature of Flight Attendant

Date

Signature of Chief Flight Attendant

Date

Cc: Payroll Department