



2019/2020

CONTRACT GUIDE

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Limitations and Overprojections

LIMITATIONS and OVERPROJECTIONS

What's my maximum Duty Period? (B5.02, and Appendix II)

- The maximum duty day for domestic flights is thirteen (13) hours.
- The maximum duty day for overseas flights is fourteen (14) hours.
- The maximum duty day for domestic flights with a scheduled deadhead back to home base, or, if not at a crew base is fifteen (15) hours.
- The maximum duty day for overseas flights with a scheduled deadhead back to home base, or, if not at a crew base is sixteen (16) hours.

How do I calculate/find my duty period?

Your duty period is calculated by looking at your report time (check in time) and your projected arrival time plus 15 minutes on the last flight of your duty day. If possible, keep screenshots from your Globe app showing your projected duty day prior to departure from your originating and subsequent stations if your duty period involves more than one flight.



Note: Duty Day is calculated from check in to arrival plus 15 minutes. In the event that you do passenger and/or safety related duties prior to or following your duty day we recommend that you submit a pre/post ground duty pay claim. (5.08/5.09)

Oops. It looks like I'm exceeding my maximum Duty Day. What are my options now? (B5.02)

At home base:

1. You can call crew scheduling and book crew rest (be released from your flight), and can do make up flying later in the month (subject to the rules in B7);
2. You can also ask crew scheduling to reassign you (subject to article B5.02.03.04 and article B6 reassignment rules);
3. You can volunteer to go over your duty day in exchange for the duty day extension premium (DOT).

If you're away from home base, and your duty period has exceeded or is projected to exceed the maximum limitation:

- You can book crew rest and do make up flying later in the month (subject to the rules in B7).
- You can volunteer to go over your duty day in exchange for the duty day extension premium (DOT) (B5.02.03.03.04)
- There is no reassignment option unless you are at home base

*If your airplane has left the gate (brakes off), has to return to the gate for any reason (brakes on), and you subsequently exceed your duty day, you can choose to book crew rest. You will be paid the outbound credit, with a minimum four (4) hour credit guarantee. For example, YYZ-LHR departs, and returns to the gate due to a mechanical issue. If you are projected to exceed your duty day limitations and the crew chooses to take crew rest, all are entitled to the YYZ-LHR outbound hours. In these situations, please make sure that crew scheduling credits you correctly (Article 6.03.01).

*Please note that as per B5.02.03.04, crew scheduling has the right to designate the station where release from duty will be effective. This must be done within the applicable maximum duty period.

*In the event that your duty day precludes a return to home base and you spend the night, crew scheduling must dead head you home the next day and not assign you flights to operate.

*Keep in mind that anytime you book crew rest, you will be forfeiting flight time credits and will only be paid for any flights operated. Your Minimum Monthly Guarantee (MMG) will not be affected. If you deadhead the next day to return to your home base, you will be credited a minimum of four (4) hours for the day.

What happens if I ask to be reassigned and nothing is available?

At home base, Crew Scheduling can require you to remain at the airport for up to one (1) hour to see if they can find you a flight within your classification. If you choose the reassignment option and do not want to exceed your duty day the Service Director is responsible to advise crew sked of everyone's decision. The Union recommends you always speak with crew scheduling and not accept notification of reassignment or any other change to your schedule via Globe. If Crew Scheduling cannot assign you a flight you will be paid four (4) hours and will be released from duty. You will not be subject to reassignment for the balance of your original scheduled calendar days. However, you can put yourself on make up for the remainder of your pairing or later in the month if you choose. (B5.02.03.03.01) (B5.02.03.03.02)

Who/when do I tell whether I want to exceed my duty day, opt for reassignment, or book crew rest?

Once your duty period is projected to exceed the maximum limitation, you must inform the Service Director of your decision to take crew rest, opt for reassignment, or to exceed the duty day limitation. The Service Director will then inform Crew Scheduling. (B5.02.03.03.01 and B5.02.03.03.02)

The decision to book crew rest is entirely yours. It doesn't have to be taken by the whole crew, or approved by the Service Director. Every member of the crew has the same individual right.

If I’ve chosen to exceed my duty day limitation, can I change my mind?

Yes. Once you decide to exceed the limitation period, you can change your decision only if there is a further extension of the duty period. When you decide to book crew rest, you will not be able to deadhead to home base unless you would arrive at home base within the thirteen/fourteen (13/14) hour limitation. (B5.02.03.03.03)

Can you explain the automatic DOT provision that was negotiated in 2015 and do we need to always call crew scheduling when we think we are over our duty day?

Now that we know the options Crew Members have when projected to exceed their duty day, we will look more closely at the application of the *Duty Period Extension Premium*. The premium is paid based on either domestic or overseas duty period limitations. There are different scenarios where the DOT premium is warranted:

1. Duty Period **is projected to exceed** the domestic or overseas maximum limitations prior to departure. In this case, **a call is required** to Crew Sched to inform them of who is going to remain on the flight and how many Crew Members will need to be replaced:
 - a. Duty period ends up being over maximum limitation.
 - b. Duty period ends up being legal and within maximum limitation.

In these cases (1-a and 1-b), it doesn’t matter if the duty period was exceeded or not in the end since at the time of departure the crew was over projected and elected to operate the flight in exchange for the premium. They are on the flight due to the fact that they opted not to exercise their right to book crew rest.

2. Duty Period is **not** projected to exceed the domestic or overseas maximum limitations prior to departure. In this case, there is no need to contact Crew Scheduling since the Crew Members have no options but to operate as scheduled:
 - a. Duty period ends up being over maximum limitation.
 - b. Duty period ends up being legal and within maximum limitation.

In scenario 2-a, this is the true meaning of ‘Automatic DOT’. The Premium will be applied on all flight time credits (including DPG) for flights operated within the affected duty period, even if no previous contact was made with Crew Scheduling. Scenario 2-b does not warrant the premium.

SUMMARY OF DUTY PERIODS

The duty period limitation is based on the ‘*Absolute Maximum Duty Period*’ and is governed by whether or not the flight is ‘At a Crew Base’ (Article **B5.02.03.01**) or ‘Not at a Crew Base’ (Article **B5.02.03.02**).

| | | |
|-----------------------|----------------------|--------------------------|
| Domestic: | At Crew Base = 13hrs | Not at Crew Base = 15hrs |
| Overseas (B5): | At Crew Base = 14hrs | Not at Crew Base = 16hrs |
| B14: | At Crew Base = 15hrs | Not at Crew Base = 16hrs |
| LOU18: | At Crew Base = 16h15 | Not at Crew Base = 16h15 |
| LOU22A: | At Crew Base = 18h00 | Not at Crew Base = 18h00 |

LOU22B: At Crew Base = 19h30 Not at Crew Base = 19h30

The automatic DOT provision negotiated in 2015: **B5.02.03.03.04** - Duty Period Extension Premium is 'NOTE 5':

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

'NOTE 5' refers to the application of the premium only and **not** the duty day limitations for booking crew rest purposes. In this note, the term '*originating station*' refers to a crew base, including home base, where crew members begin and end their duty period, (either a one-day pairing or a duty period within a pairing). Therefore when a duty period starts and ends at a crew base, including home base, and contains a turnaround with **2 or more flight legs** that returns to the originating station, the premium will be governed by 'At Crew Base' limitations regardless of other landings within the duty period.

Certain duty periods may contain a turn from an '*originating station*' that is 'Not at Crew Base' (ex. YOW-YVR-YOW). Crew members will be granted the 'At Crew Base' limitations for DOT purposes for any duty period that returns to the '*originating station*' and contains flights which transit through a crew base. This is due to the fact that you still have the option to opt for crew rest 'At Crew Base' duty period limitations upon arrival at that crew base. (See examples)

This addition to the 'Duty Period Extension Premium' Article **does not change** the duty day limitations in any way nor does it affect our ability to book crew rest. It only governs how the premium will be applied to the flight time credits (including DPG) involved in the duty day in question.

In an overprojection situation, the premium will either be applied prior to departure (if the crew member chose the DOT option) **or** automatically at the end of the duty period when returning to the '*originating station*' over maximum limitations.

Examples:

1. **YYZ-LAX-YYZ:** This pairing will be governed by the domestic 'At Crew Base' limitation for DOT purposes.

Right to Book Crew Rest:

- In YYZ: 13hrs
- In LAX: 15hrs

Right to DOT:

- Call crew scheduling anytime duty period is projected over 13hrs prior to departure at crew/home base.
- Automatically if over 13hrs upon arrival at crew/home base (thus eliminating the debate over where the delay happened).

2. **YYZ-BGI-YYZ**: This pairing will be governed by the overseas 'At Crew Base' limitation for DOT purposes.

Right to Book Crew Rest:

- In YYZ: 14hrs
- In BGI: 16hrs

Right to DOT:

- Call crew scheduling anytime duty period is projected over 14hrs prior to departure at crew/home base.
- Automatically if over 14hrs upon arrival at crew/home base (thus eliminating the debate over where the delay happened).

3. **YYZ-YEG-YOW-YYZ**: This pairing will be governed by the domestic 'At Crew Base' limitation for DOT purposes.

Right to Book Crew Rest:

- In YYZ: 13hrs
- In YEG and in YOW: 15hrs

Right to DOT:

- Call Crew Scheduling anytime duty period is projected over 13hrs prior to departure at crew/home base.
- Automatically if over 13hrs upon arrival at non-crew base (thus eliminating the debate over where the delay happened).

4. **YOW-YVR-YOW**: This pairing will be governed by the domestic 'At Crew Base' limitation for DOT purposes because it operates through a crew base.

Right to Book Crew Rest:

- In YVR: 13hrs
- In YOW: 15hrs

Right to DOT:

- Call crew scheduling anytime duty period is projected over 13hrs prior to departure at crew/home base.
- Automatically if over 13hrs upon arrival at non-crew base (thus eliminating the debate over where the delay happened).

Although YOW is the '*originating station*' and is considered 'Not at Crew Base', this duty period will be governed by the YVR limitations for DOT purposes. Therefore if you land in YVR and are projected over 13hrs, you will have the option to book crew rest or continue operating with the DOT premium. Landing in YOW with a duty period over 13hrs would also entitle you to receive the DOT premium.

Example of duty periods where 'NOTE 5' does not apply due to the pairing **not** involving a duty period that starts and ends, or transits through crew/home base, therefore should be calculated as per pre-negotiation practice:

5. **YEG-YOW-YEG**: This duty period will be governed by the domestic 'Not At Crew Base' limitation for DOT purposes.

Right to book crew rest:

- In YEG and in YOW: 15hrs

Right to DOT:

- Call crew scheduling anytime duty period is projected over 15hrs prior to departure at a non-crew base.
- Automatically if over 15hrs upon arrival at a non-crew base.

Can I extend my monthly flying hours?

Yes. You can volunteer to extend your Maximum Monthly Limitation (MML) to one hundred (100) hours provided you are legal in all respects. (B5.01.02) Being legal means:

- You must have legal crew rest before and after all your pairings; (see appendix III in the Collective Agreement)
- Your crew rest periods don't interfere with any of your following pairings;
- You must maintain the minimum requirement of twelve (12) days off in your block.

(If you are on reserve please refer to the Reserve Handbook for more information)

If I take a Leave of Absence how will my Maximum Monthly Limitation (MML) & Minimum Monthly Guarantee (MMG) be affected?

Reserve Blockholders: Maximum Monthly Limitation (MML) is reduced by two hours and ten minutes (2:10). Minimum Monthly Guarantee (MMG) is reduced by two hours and twenty-five minutes (2:25) for each day of your leave, and will extend until the next scheduled C or R day. (B5.01.03 Proration; 5.11.04.03)

Regular Blockholder: Minimum Monthly Guarantee (MMG) is removed. Maximum Monthly Limitation (MML) is reduced by two hours and ten minutes (2:10) for each day of your leave, and will extend until next scheduled pairing.

Note: When requesting a Leave of Absence, please ensure that you fully understand the impact this will have on your pay.

What is my MML (Maximum Monthly Limitation)?

Your Maximum Monthly Limitation (MML) is either eighty (80) hours or eighty-five (85) hours depending on the month. (B5.01.01)

What is block growth?

Block growth is time picked up on your block due to delays or to the application of schedule or better. (B5.01.04)

How much time in excess of the Maximum Monthly Limitation (MML) can I pick up due to block growth?

You can pick up any amount of block growth time from one (1) minute right up to two hours and thirty minutes (2:30) over the Maximum Monthly Limitation (MML) of block growth. (B5.01.04)

Can you explain the Return to Base Extension?

You are allowed to fly beyond your Maximum Monthly Limitation (MML) (whether that's eighty (80), eighty-five (85), or one hundred (100) hours) if you have made yourself available for one hundred (100) hours by a maximum of fifty percent (50%) of the credits of your last scheduled (blocked) pairing, but only if the pairing brings you back to home base in the same month. For example, if the Maximum Monthly Limitation (MML) is eighty-five (85) hours and your block is worth eighty (80) hours, you can accept an additional pairing worth ten (10) hours, because fifty percent (50%) of ten (10) hours is five (5) hours, which takes you from eighty (80) to eighty-five (85) hours, which is the Maximum Monthly Limitation (MML). You will however be credited with ninety (90) hours of pay credit for the month eighty (80) hours on your block plus ten (10) hours from the additional pairing. (B5.01.05)

From the Collective Agreement:

"Cabin Personnel shall be legal to operate a flight sequence in excess of the maximum monthly limitation only to complete their return to Home Base in the same month provided that half (1/2) the projected flight time and credits for the entire flight sequence does not project them beyond the maximum monthly limitation. Once an employee has completed all flights contained in his/her block, this extension shall apply to Article B9 – Draft".

So... how exactly do I calculate my Return to Base Extension?

You take the credit from your last pairing of the month and divide it in half (1/2). For example, if your last pairing is worth a total credit of eighteen hours (18:00), then your return to base extension for that month is nine hours (9:00). For example: in an 80 hour block month, you can legally be flown to eighty-nine hours (89:00). (B5.01.05)

How does my Return to Base Extension fit into calculating my legality?

For Regular Blockholders: The Return to Base Extension is applied towards calculating your legality at any time during the month once you've reached the Maximum Monthly Limitation (MML). (B5.01.04)

For Open Flying Awards: The return to base extension isn't applicable until you've completed all flights contained in your block (B7.03.01.01).

For Draft: The return to base extension isn't applicable until you've completed all flights contained in your block. (B9.08)

For Reserve: You may be assigned your last Reserve pairing of the month based on Return to Base Extension. **Once assigned, the pairing cannot be extended further (B8.11.04).** If you choose to fly to one hundred (100) hours, return to base extension applies and you will be paid over the seventy five (75) hour Minimum Monthly Guarantee (MMG), even if you have not finished your hours for the month. (5.11.03.02 and 5.11.03.04)

Does Return to Base extension apply if I have a pairing that overlaps into the following month?

No. Return to Base extension is **not** applicable when there's a pairing that overlaps into the following month. (B5.01.05.01)

When dropping a pairing, who chooses what pairing is dropped?

You choose which pairing is dropped, and the Company must agree provided you give at least twenty-four (24) hours' notice and alternative coverage for the flight can be secured by the Company. If Crew Scheduling advises you that a pairing cannot be dropped because they cannot secure coverage, bring this information to your Local Union Office and they will verify if this is reasonable or not. (B5.01.06.01)

When you're in a position to drop a flight due to over-projection, the sequence is as follows:

- **Voluntary Drop:** You decide to drop a specific flight or pairing of your choice, but you must give at least twenty-four (24) hours' notice to Crew Scheduling so that alternate coverage can be secured for your flight. B5.01.06.01.
- **Compulsory Drop:** If you do not volunteer to drop a flight or pairing from your block month and are projected to exceed your Maximum Monthly Limitation (MML), you will be obligated to drop the last flight or pairing in your block month (to the extent required). If your last pairing transits your Home Base, you shall be required to operate that portion to Home Base for which you are legal. B5.01.06.02

Note: When dropping due to being overprojected, you must drop pairing/s to bring you back to the maximum monthly limitation or less (MML being 80 or 85, B5.01.01).



Crew Rest

CREW REST

If I book crew rest, do I have to keep working?

If you've chosen not to exceed your duty day and book crew rest, **Crew Scheduling can still decide where you will be released from duty as long as it's within your legal duty day.** (B5.02.03.04)

When deadheading home after booking crew rest, and are required to operate your flight, you must be paid draft (not to be confused with DH, RA where there is not draft pay).

Am I pay protected if I book crew rest instead of exceeding my duty day?

No. The bottom line is this: To be pay protected, you must choose to exceed your duty day.

How do I know whether or not my duty day is continuous?

Your duty day is continuous until it is broken by a legal rest period. (B5.05.04 Note) (See page 32 and 33 of this document)

What are the two (2) different types of rest periods in our Collective Agreement?

There are two (2) different types of rest periods within our collective agreement:

- **Minimum Scheduled Rest Periods** – These dictate how long your rest period (at home base or at a layover station) will be when crew scheduling or crew planning builds flight pairings.
- **Minimum Legal Rest Periods** – These are the minimum limits to which your scheduled rest period (at home base or at a layover station) can be reduced to in the event of irregular operations. If you agree to a crew rest below these limits, your duty day becomes continuous into the following duty day. Your duty day will then be calculated using Duty Day minus four hours (DD-4). (Appendix III)

What are my minimum scheduled rest periods?

The minimum scheduled rest periods while at a layover station (which can be reduced in an irregular operation) are calculated as follows:

- Minimum scheduled rest (at or near airport): **10 hours**
- Following any scheduled duty period of twelve (12) hours or more: **12 hours**
- Between any two (2) consecutive scheduled duty periods that total twenty (20) hours or more: **12 hours** (B5.05.02)

Note 1: Where the minimum scheduled rest period is reduced as a result of an irregular operation, the legal rest periods outlined in B5.05.01 will still apply.

Note 2: There are different minimums for long-range flying, as per B14, Letter of Understanding 18, 22 and 31.

What are my minimum legal rest periods?

- A legal rest period at **home base** is as follows:
 - Regular Blockholders: **10 hours**
 - Reserve Blockholders: **12 hours** (B5.04)

- A legal rest period **at home base after an overseas operation** is as follows:
24 hours (except for LOU 18/22 flights)
- A legal rest period at a **layover station** is as follows:
Airport layover: **10 hours**
Away from airport: **10 hours**
After an overseas flight, with a layover in North America: **12 hours**
Canada–England (LHR) turnaround flight: **12 hours**

**Please see the summary of legal rest periods in Appendix III on pages 32 and 33 for all flight extensions (B5, B14, L18, L22, etc...)

** Legal rest period is calculated from landing plus 15 to your next check-in time. In the event you do not leave the aircraft within 15 minutes due to passenger and safety related duties submit a post ground duty pay claim and inform crew scheduling of actual time leaving the aircraft if you have minimum crew rest (as you may not be legal for your next flight or pairing).

Does my Crew Rest start over again if the Company interrupts me with a phone call? (B5.04.05 Note 2)

Yes, but only for reserve blockholders at home base, at their request.

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

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

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

Can Crew Scheduling call me whenever they want during my crew rest?

At Home Base

Crew Scheduling shall not contact (B5.04.05):

- Regular blockholders for any reason during the ten (10) hours of their legal rest periods, and;
- Reserve blockholders for any reason during the first twelve (12) hours of their legal rest periods.

Note: Any assignment given during this time **will not stand**.

At Layover Point

Crew Scheduling shall not directly contact you (B5.05.01):

- During your minimum legal rest period;
- More than two hours and thirty minutes (2:30) prior to your flight departure;
- More than three hours (3:00) prior to an LHR departure.

During the minimum legal rest period, the Company shall leave a silent message in the Cabin Crew Member's room advising him/her of any changes to his/her schedule.

B14, LOU 18 and LOU 22 flights have different duty days and minimum rest periods (please see Appendix II and III in our Collective Agreement for duty days and minimum rest periods).

Note: Globe is not considered an official notification tool sanctioned by the union. Only through a direct conversation with a crew scheduler can you be notified.

Note: Data links: As per an award by Arbitrator Martin Teplitsky, data links are an acceptable form of communication; however, Air Canada cannot use datalinks to circumvent the awards process under article B7.04 (for instance, Air Canada cannot send a data link to you at 1000 today to draft you for a flight tomorrow, unless they have exhausted the award sequence). If you receive a datalink, please contact Crew Scheduling upon arrival at the following station.

When am I entitled to a Downtown layover hotel?

A layover of sixteen (16) hours or less will be at the Company's discretion, and a layover of over sixteen (16) hours will normally be at a downtown hotel. (B5.05.03)

Am I entitled to a hotel room on a stopover in between flights?

Yes. If you have an airport stopover between flights that lasts five (5) hours or more, you may request a hotel room. If crew scheduling says there are none available we recommend that you contact your local union office to advise and investigate. (B5.05.05)

How many legs must I operate in any duty period if it operates through the night?

Article B2.10 explains this as follows:

B2.10 A duty period which is scheduled to end after 03:00 local arrival time and:

- i. contains flight legs which are scheduled to depart on two (2) different calendar days, or,
- ii. has a leg that operates through any portion of the 00:01 to 04:30 timeframe
- iii. will not contain more than two (2) flight legs.

This shall apply to both reserve and regular blockholders. The Company will endeavor to secure an appropriate rest area at all Canadian stations for any pairing that falls within the above parameters.

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

For clarity:

- Even if a duty period contains a DH leg, it shall count as a "leg" for the purposes of this article;
- B2.10 shall apply to ALL duty periods in ANY length of pairing and is NOT restricted to single duty day pairings;
- Shall apply to pairing construction and day of flight scheduling for both regular block holders and reserve blockholders
- Not applicable if the third leg results from a diversion.

Onboard crew rest – see information on page 28



Draft

DRAFT**Where do drafts come from? (B9.01)**

Drafts are Open flights that haven't been awarded through the award sequence. They are assigned according to draft procedures as outlined in Article B9.

Can you decline a draft? What happens if I am drafted on a day off, report to the airport, and then find out that I am no longer required? (6.03.06)

Draft is mandatory. Sometimes schedulers give you a choice however, contractually it is not required.

If you are drafted on a regular or guaranteed day off **and** you report to the airport (6.03.06):

- You will be paid the greater of half (½) your duty time involved or a four (4) hours minimum guarantee even if you do not actually operate a flight.

If I get drafted, am I allowed to drop any pairing during the month or am I restricted to dropping whichever pairing will bring my block back to within the Maximum Monthly Limitation (MML)?

If you are drafted, you are required to drop sufficient pairings to bring your block back to within the Maximum Monthly Limitation (MML). See page 11 of this document re: dropping a pairing

So if I get drafted and drop a pairing from my schedule, what do I get paid?

When you drop a pairing, you are always paid the greater of the pairings dropped as a result of the draft, or actual pairing operated. (B9.06) This also applies if the draft involves an overlap pairing. You get pairing versus pairing pay protection.

In addition to the pay protection (Article B9.06), a premium of fifty percent (50%) of your regular rate of pay will be paid on flight time credits based on (B9.07):

- Actual credits on drafted flight leg(s) that deviate from scheduled, rescheduled or previously drafted flying;
- All flight time credits if drafted for a pairing (review Article B9.07 in your Collective Agreement for more details).

Note: Draft premiums do not count towards flight time limitations.

Drafting must be verbally communicated to you by telephone in a call initiated by the crew scheduler. Do not accept notifications on globe.

Note: Data Links as per an award by Arbitrator Martin Teplitsky, are an acceptable form of communication; however, Air Canada cannot use datalinks to circumvent the awards process under article B7.04 (for instance, Air Canada cannot send a data link to you at 1000 today to draft you for a flight tomorrow, unless they have exhausted the award sequence). If you receive a datalink, please contact Crew Scheduling upon arrival at the following station.



Reassignment

REASSIGNMENT

What is Reassignment?

Reassignment is a replacement flight assignment given to you. It most commonly occurs when you have an irregular operation (B10). An irregular operation happens when a Regular Blockholder loses a flight or flight sequence due to a cancellation, consolidation, substitution, misconnection or illegality at home base. Except as indicated under B6, there must be an irregular operation before reassignment is applicable.

What's an irregular operation?

The only recognized irregular operation is through cancellation, consolidation, substitution, misconnection or illegality at Home Base (except illegality caused by blocked overlaps). Contrary to the Company position, a delay is **not** an irregular operation unless it results in a cancellation, consolidation, substitution, misconnection or illegality at home base. (B10.01; B10.03; B10.10.03.01)

How is pay protection applied to Reassignment?

When you're reassigned, calculate your pay protection by comparing the total credit of the actual pairing you operated against the total credit of your original pairing. You are pay protected for at least your total original pairing's credit. If your Reassignment pairing credit is greater, that is what you will receive.

How long will my reassignment last?

It depends on the original pairing. If the pairing was a one (1) day pairing, then the reassignment will only be for one (1) day. If the pairing was a multiple day pairing, then you will be reassigned for each day. The reassignment will be for each calendar day you were supposed to be on duty.

Can the Company remove a blocked flight from my schedule because they are PROJECTING a misconnection on a later flight that day?

No. This is not considered an irregular operation. It only becomes an irregular operation at the time and place when there is an actual loss of flight.

In an irregular operation, how long can the Company require you to standby for reassignment at the airport?

At home base, the Company can require you to standby for one (1) hour. Away from home base, the Company can require you to standby for two (2) hours. (B6.03.01.06 and B6.03.02)

When does the clock start ticking for the standby reassignment?

For airport standby reassignment, the clock starts ticking as soon as you have received verbal confirmation from crew scheduling that you have lost your flights. The I/C must call Crew Scheduling ASAP to give a phone number or location (Comm. Center) where Crew Scheduling can reach the crew during the standby period.

When I'm on standby, do I call Crew Sched or do they call me?

It's Crew Scheduling's job to contact you. Since contact is via telephone (and not via Globe), you are responsible to ensure that either the Service Director or yourself have provided Crew Scheduling with a contact number where you can be reached during the standby period. If Crew Scheduling asks you to call them back, we recommend you advise them to contact you instead, as there have been many reports of difficulties in reaching them. It only becomes your responsibility to call Crew Scheduling if you have agreed to do so. It is the Union's position that you are not required to contact Crew Scheduling at the end of your one (1) hour standby at Home Base unless you have agreed to do so. (B6.03.01.03)

You are required to call Crew Scheduling at the established time at your base each evening of the reassignment for the next day's reassignment. If the established time at your base falls within your crew rest time then contact Crew Scheduling within one (1) hour of completing your crew rest.

I'm away from home base, my two (2) hour standby is done and I haven't been reassigned. Now what?

You will be permitted to deadhead to Home Base on the first available flight, as determined by Crew Scheduling (you must be legal to deadhead on this flight). You must contact Crew Scheduling immediately on arrival at Home Base and you may be assigned a flight. (B6.03.02.02)

What is Deadhead Re-Assignment?

When you're reassigned to deadhead to your destination, you may be required to operate your deadhead flight (or any other flight) to your initially scheduled destination, provided you are legal in all respects. A deadhead reassignment is in reverse order of seniority – from the most junior to the most senior. (B6.03.03)

Can I be reassigned on a day that I was not originally scheduled to work?

Yes. If you are away from home base on a day off, the Company can reassign you to deadhead home. The Company may require you to operate the flight you were reassigned to deadhead home on. (B6.03.04).

If the Company deadheads me home as my reassignment, does the flight have to be direct and non-stop?

No. The Company can deadhead you with stops along the way.

When does a reassignment become a draft?

Any change to a reassignment is a draft unless it falls under irregular operations in B.10. If you are re-assigned and your flight cancels, you are subject to further reassignment. However, if your reassigned flight operates and you are legal for the assignment, any changes to your pairing/flight would constitute a draft.

Can you transit through home base on a reassignment?

Yes, it is possible to transit through home base on a reassignment, but the Company must follow all procedures outlined in B.6.

Can you be reassigned for greater credits than what was originally scheduled in your pairing?

Yes, subject to the Maximum Monthly Limitations (MML).

Can I opt out of reassignment?

Yes, at home base you can request to opt out prior to starting your pairing or when transiting home base. The request can be granted or denied by crew scheduling, and if granted there will only be pay protection for flights operated. The request won't be granted if your release from reassignment would take you below 65 hours (minimum monthly guarantee). (B.03.01.07)



Pay Claims, Grievances and Discipline

Pay Claims, Grievances and Discipline

What are my time limits for making pay claims?

All pay claims regarding the incorrect awarding of open flights must be filed within fourteen (14) days of scheduled departure (B7.06). All other pay claims must be submitted within fourteen (14) days of your becoming aware of the error. If you file a claim, the sixty (60) day time limits (Article 13.02) start to run as of the date that you receive the Company's response to your claim.

Note 1: If you do not receive a response from the Company within thirty (30) days of filing a pay claim, file a grievance. If you do not file a pay claim, the sixty (60) day time limits (Article 13.02) start to run out as of the date that you become aware of the alleged error.

Note 2: The time limits found in Article 13.02 do not include Saturdays, Sundays and statutory holidays.

How long do I have to claim for missing or erroneous meal expenses?

Meal allowance grievances are handled through a separate dispute resolution process and the time limits for filing those claims is twelve (12) months from the date of underpayment.

All Other Grievances

If you believe there has been a violation of your rights under the Collective Agreement and you are unable to resolve it with a supervisor, you have sixty (60) days (excluding weekends and statutory holidays) to file a grievance. (Art. 13.02)

Grievances that are not filed within the above timelines run the risk of being dismissed by the Arbitrators.

What do I need to bring with me when filing a grievance?

It's absolutely essential to provide the Union with all of the facts, information and documents related to the incident in order for the Union to investigate your claim.

We need you to bring the following information and documents to your Local Office:

- Your written statement outlining the event(s) that gave rise to your claim (who, what, where, why & how)
- Your original block, from PBS (this is essential as the blocks are not published)
- Your schedule from Globe
- Your original and revised pairing(s) (if applicable)
- Your pay summary for the month(s) in question (if applicable)
- Your pay claim and denial (if applicable)
- Your bid sheet (if applicable)
- Which collective agreement provision has been violated
- Any other document(s) or information requested by the Local
- Any correspondence related to the issue or claim

Please keep a copy of all documents that you provide to your Local Union Office and the Company.

What do I do if I disagree with Crew Scheduling about my rights?

Explain your right and quote the applicable article from the Collective Agreement. Request that the crew scheduler abide by the Collective Agreement. Always write down the date, time and name of the Company representative. If unable to agree, cabin personnel are required to work now, grieve later. Please keep in mind that Crew Scheduling is not the final authority on the Collective Agreement, and your Union representatives will address all violations with management.

What do I do if I get in trouble with the Company?

If you become aware of any disciplinary measures being levied against you by the Company (including but not limited to discharge) you must file a grievance within ten (10) days of receiving the Company’s decision, excluding weekends and statutory holidays. Grievances are filed at your Local Union Office with the help of your Local Officers. (Art. 14.05)

REMEMBER: You have the right to Union representation in all meetings with Management.

Grievance Filing Timelines

| Discipline | Block Rule | Non-Block Rule | Meal |
|---|--|---|--|
| <p>Grievance must be filed within ten (10) days of receipt of the Company’s decision.</p> <p>(does not include weekends and Statutory holidays)</p> | <p>Pay claims must be filed within fourteen (14) days of becoming aware of violation/error</p> <p><u>If pay claim is filed</u>, grievance must be filed within sixty (60) days of receiving the Company’s response.</p> <p>If you do not receive a response from the Company within thirty (30) days of filing a pay claim, file a grievance</p> <p><u>If you don’t file a pay claim</u>, grievances must be filed within sixty (60) days of becoming aware of the violation/error</p> <p>(does not include weekends and Statutory holidays)</p> | <p>Grievances must be filed within sixty (60) days of reasonably becoming aware of the issue/violation.</p> <p>(does not include weekends and Statutory holidays)</p> | <p>Pay claims must be filed within twelve (12) months from the date of the alleged underpayment. This would be the seventeenth (17th) day of each month when the employee receives payment from the employer.</p> <p>The Company must respond within thirty (30) days of receiving the claim.</p> <p>If the claim is denied and/or the member does not receive a response within thirty (30) days, a grievance should be filed</p> <p>(refer to paragraph thirteen (13) of LOU 43 - Overseas Meal Entitlements)</p> |



Bonus Points

BONUS POINTS

What's an open flight?

Open flights are flights that become available for any reason. Open flying lists are available for viewing.

What's make-up flying?

Make-up is a term used when a Regular Blockholder bids and is awarded open flying because s/he is below the Maximum Monthly Limitation (MML) (either eighty (80) hours or eighty-five (85) hours depending on the month). Make-up and Reserve Pre-Select fall under the open flying award and are first in the award sequence (B7.04.01).

What's the process for bidding and awarding open flying?

Before the block month begins, Reserves and Blockholders may bid for open flights from the open flying list via globe. The Company will take all the bids received before 10:00 am on the day prior to the commencement of the next block month, and sort them by seniority. (i.e. Regular Blockholder and Reserve bids will be put together and awarded open flying in order of seniority). Following this first award of open flying, and after the block month has begun, Regular Blockholders and Reserves may bid for one (1) or more open flight(s). (B7.03)

How are open flying bids submitted?

Open flying bids from reserves, pre-selects, make-up, voluntary extensions and voluntary draft must be submitted electronically via Globe. We encourage you to keep a record of your submitted bids.

What is the minimum number of scheduled days off that I am entitled to each month? (B5.06)

- Regular Blockholders: A minimum of **12 days off**
- Reserve Blockholders: **13 days off** (minimum ten (10) days if three (3) were forfeited for a pre-select) (B8.09.03)

What's a sick hold?

When you book off due to sickness or injury, you can place a six (6) hour hold on your next (or any subsequent) flight assignment. You must inform crew scheduling of your desire to place a sick hold on a pairing. If you don't book back on at least six (6) hours prior to the flight's departure, your pairing will be made available to open flying. (B7.01.01)

If the six (6) hour hold is placed on any pairing other than your next scheduled pairing (a subsequent pairing), all pairings between the date of your book off and the pairing on sick hold will automatically be considered as open flying and awarded accordingly.

Remember:

- If you book off sick and place a hold on your next flight you have up until six (6) hours prior to that flight to determine your fitness to fly and book back on.
- If you do not put a sick hold on your next pairing, it will be released into open flying at 10:00am the day prior to the scheduled flight.

Long Range Flying: Duty Day Limits and Crew Rest

Note: When a pairing is built according to a specific LOU or article, it may not be subsequently changed for any reason to the "next" level. For example: a duty day originally scheduled at 17h00 (LOU 22A) cannot be changed to LOU22B by adding one (1) crew member and extending the onboard crew rest period. It remains a LOU22A duty day and all conditions of LOU22A continue to apply.

| Article or LOU | B14 | LOU 18 | LOU 22 "A" | LOU 22 "B" |
|---|---|--|--|--|
| Flight legs (if applicable) | 11h30 or greater flight time | | | |
| Scheduled Duty Day | Up to 15h00 | Up to 16h15 | 16h16 to 18h00 | 18h01 to 19h30 |
| Duty Day Limitation | 15h00 | 16h15 | 18h00 | 19h30 |
| Layover | Minimum – 12h00 | Scheduled – 24h00 Minimum – 18h00 | | |
| Crew Rest on Return at Home Base | 24h00 | Blockholder – 36h00 Reserve – 72h00 | | |
| Onboard Crew Rest | 02h00 rest | Up to 14h59 duty day: min 02h30 rest 15h00 to 16h15 duty day: 04h00 rest | 16h16 to 17h10 duty day: 04h00 rest 17h11 to 18h00 duty day: 04h30 rest | 18h01 to 18h45 duty day: 05h00 rest 18h46 to 19h30 duty day: 05h30 rest |
| NOTES | <p>Meals Meal breaks are to be taken separately.</p> | <p>Meals Meal breaks are to be taken separately.</p> <p>In Flight Crew Rest Unit Failure (L18.05 & L22.11): Operating cabin crew members shall be entitled to rest in accordance with L18.03.02 & L22.05/L22.09 in their regular crew rest seats or in the "last sold seats", if available. They will be entitled to sleep in these seats.</p> <p>In the event the situation in L18.05 & L22.11.01 occurs, each cabin crew member shall be credited with a premium equal to fifty percent (50%) of the greater of the scheduled or actual block-to-block time and each operating cabin crew member shall be given three (3) days of additional vacation to be taken in the following vacation year in conjunction with regular vacation; Report must be sign-off by the In-Charge and Captain.</p> | | |

Onboard Rest - B5 Overseas Flights Covered Under LOU28

This article has had many changes and additions over the years, and as such the article can be difficult to navigate. The following is a “simplification” of LOU28.01, note 1, note 2, and note 3. Crews are permitted to sleep on their break under the following conditions:

Flights scheduled or re-forecasted on day of departure of **7:01hrs-8:00hrs** gate to gate

- Cabin Crew may sleep for up to one (1) hour
- Cabin Crew may sleep in last sold seats if available
- If Crew Rest Unit (CRU) is available crew may only sleep in the CRU/OFAR
- The service sequence may not be modified
- Bunk kits will **not** be provisioned on aircraft with a CRU/OFAR

Flights scheduled or re-forecasted on day of departure of **8:01hrs-11:29hrs** gate to gate

- Cabin Crew may sleep for one (1) hour
- Cabin Crew may sleep in last sold seats if available
- If Crew Rest Unit (CRU) is available crew may only sleep in the CRU/OFAR
- The service sequence may be modified to provide the crew their full break period
- Bunk kits will be provisioned on aircraft with a CRU/OFAR for the flight(s) within the pairing that are 8:01hrs-11:29hrs

Should there be issues in regards to the CRU, crew bunk kits etc., we encourage members to fill out both the CRU Failure Report and In-Flight Service Report (retain copies) and to contact their Local.

Flights operated on B767 that meet the criteria of LOU51 are entitled to two (2) seats blocked for crew use. However, only those flights that are listed in the monthly LOU51 bulletin and/or have been identified by the company and verified by the Union, will have the two (2) dedicated crew seats. All other B5 flights operated on the B767, will be covered under LOU28.

**APPENDIX II
SUMMARY OF DUTY PERIODS**

| LENGTH OF DUTY PERIODS | AT CREW BASE | NOT AT CREW BASE |
|---|---|---|
| <p align="center">Domestic Operations</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Where duty period ends with a scheduled Deadhead to Home Base | <p>13 hours</p> <p>Nil</p> <p>Does not apply</p> | <p>13 hours</p> <p>15 hours</p> <p>15 hours</p> |
| <p align="center">Overseas Operations</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Where duty period ends with a scheduled deadhead to Home Base | <p>14 hours</p> <p>Nil</p> <p>Does not apply</p> | <p>14 hours</p> <p>16 hours</p> <p>16 hours</p> |
| <p align="center">Mirabel Operations (Co-Terminal)</p> <ul style="list-style-type: none"> • Domestic flights • Overseas flights • Where duty period ends with a scheduled deadhead to Home Base only <ul style="list-style-type: none"> - after domestic flight - after overseas flight | <p>Does not apply</p> <p>Does not apply</p> <p>Does not apply</p> <p>Does not apply</p> | <p>12:30 hours</p> <p>13:30 hours</p> <p>14:30 hours</p> <p>15:30 hours</p> |
| <p align="center">Charter Operations LOU-12</p> <ul style="list-style-type: none"> • Outside Canada & Mainland U.S.A. • Extension | <p>14 hours</p> <p>15 hours</p> | <p>14 hours</p> <p>16 hours</p> |

**APPENDIX II
SUMMARY OF DUTY PERIODS (Cont'd)**

| LENGTH OF DUTY PERIODS | AT CREW BASE | NOT AT CREW BASE |
|--|--|---|
| <p>11:30 Flight leg B14</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Ends with a deadhead to Home Base only | <p>15 Hours</p> <p>Nil</p> <p>Does not apply</p> | <p>15 Hours</p> <p>16 Hours</p> <p>16 hours</p> |
| <p>Duty Period 15:01-16:15</p> <p align="center">LOU # 18</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Ends with a deadhead | <p>16:15</p> <p>Nil</p> <p>Does not apply</p> | <p>16:15</p> <p>Nil</p> <p>Does not apply</p> |
| <p>Duty Period 16:16 – 18:00 Single Flight Leg</p> <p align="center">LOU # 22 – Part A</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Ends With a Deadhead | <p>18:00</p> <p>Nil</p> <p>Does not apply</p> | <p>18:00</p> <p>Nil</p> <p>Does not apply</p> |
| <p>Duty Period 18:01 – 19:30 Single Flight Leg</p> <p align="center">LOU # 22 – Part B</p> <ul style="list-style-type: none"> • Scheduled Limitation • Extension • Ends with a deadhead | <p>19:30</p> <p>Nil</p> <p>Does not apply</p> | <p>19:30</p> <p>Nil</p> <p>Does not apply</p> |

**APPENDIX II
SUMMARY OF DUTY PERIODS (Cont'd)**

| COMMENCEMENT/ TERMINATION OF DUTY PERIODS | AT CREW BASE | NOT AT CREW BASE |
|---|--|---|
| Commencement of duty period before operated flight | 1 hour minimum (may be more in accordance with Publication 123) | 1 hour minimum (may be more in accordance with Publication 123) |
| Commencement of duty period before deadhead flight at Home Base | 30 minutes prior to scheduled departure time of designated flight | At scheduled departure time of designated flight |
| Commencement of duty period for In-Charge on ferry flight | 30 minutes prior to scheduled departure time of designated flight | At scheduled departure time of designated flight |
| Commencement of duty period for airport stand-by reserve | At actual requested reporting time for airport stand-by | Does not apply |
| Termination of duty period after operated flight | 15 minutes | 15 minutes |
| Termination of duty period after deadhead and/or ferry flight | At actual arrival time of designated flight | At actual arrival time of designated flight |
| Termination of duty period after airport stand-by | At airport release time or as above after operated flight or after deadhead flight | 15 minutes after arrival of operated flight or actual arrival of flight if deadhead |

**APPENDIX III
SUMMARY OF LEGAL REST PERIODS**

| AT HOME BASE | PLANNED/ SCHEDULED REST PERIODS | MINIMUM REST PERIODS |
|---|---|--------------------------|
| After domestic flights (including BDA) | | |
| Blockholders | 10 hours | 10 hours |
| Reserve blockholders | 12 hours | 12 hours |
| Reserve blockholders after all night flight sequences | 18 hours OR 24 HOURS (as per B8.02 and B8.17) | 18 hours OR 24 hours |
| Following overseas flights (excluding BDA) B-14 Flights- B5.04,04 | 24 hours | 24 hours |
| Following LOU # 18 & LOU # 22 Flights <ul style="list-style-type: none"> • Blockholder • Reserve | 36 Hours 72 Hours | 36 Hours 72 Hours |

**APPENDIX III
SUMMARY OF LEGAL REST PERIODS (Cont'd)**

| AWAY FROM HOME BASE | PLANNED/ SCHEDULED REST PERIODS MINIMUM | MINIMUM REST PERIODS IRREGULAR OPERATION |
|---|--|---|
| At airport hotel-B5.05.01 | 10 hours | 10 hours |
| Away from airport-B5.05.01 | 10 hours | 10 hours |
| North American layover point after overseas flight-B5.05.01 | 12 hours | 12 hours |
| Following 12 hours duty (in one duty period)- B5.05.02 | 12 hours | 10 hours at airport 10 hours away from airport |
| Between two consecutive duty periods totalling twenty (20) hours or more-B5.05.02 | 12 hours | 10 hours at airport 10 hours away from airport |
| Canada-London (Eng-Can) turnaround-B5.05.01 | 12 hours | 12 hours in LHR |
| Arrival YMX Departure YUL or vice versa L7.04 | 10 hours | 10 hours |
| B14 | 12 hours or 18 hours (LOU 31.3) | 12 hours or 18 hours (LOU 31.3) |
| Following LOU # 18 & LOU # 22 Flights Layover point | 24 Hours | 18 Hours |