

# COLLECTIVE AGREEMENT

Between



WestJet, an Alberta Partnership

and



CUPE Local 4070

March 1, 2021 to December 31, 2025

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## **ARTICLE 1 - PREAMBLE**

- 1-1.01 This Collective Agreement (hereinafter “this Agreement”) is made and entered into by and between WestJet, an Alberta Partnership (hereinafter referred to as the “Company”) and CUPE Local 4070 (hereinafter referred to as the “Union”).
- 1-1.02 In making this Agreement, the Company and the Union (hereinafter “the Parties”) recognize the objectives of promoting and maintaining the safety of air transportation, customer service and labour relations. The Parties also recognize that compliance with the terms of this Agreement is essential for mutual benefit and for the intent and purpose of this Agreement.

## ARTICLE 2 - DEFINITIONS

**Company** – WestJet, an Alberta Partnership.

**Credit/Credit Hour** – The unit of time that a Cabin Personnel earns for pay and scheduling purposes.

**Block Hour** – The unit of time measuring from the Out Event to the In Event of a flight.

**Master Seniority List (MSL)** – The list of all Cabin Personnel in order of seniority.

**Morning Duty Period** – A duty period which commences between 0300 and 1159 local time at the airport where the duty period commences.

**Non-Pairing Activities** – All Company duties not directly related to aircraft operation (e.g. training, meetings, committees, etc.).

**Red-eye Duty Period** – A duty period which contains a Red-eye Flight.

**Release Time** – The time a Cabin Personnel is released from duty.

**Report Time** – The time designated by the Company for the Cabin Personnel to report to duty.

**Reserve Block** – Multiple consecutive Reserve Periods assigned to a Cabin Personnel.

**Reserve Holder** – A Cabin Personnel who has been assigned a Reserve Period(s) including return to duty (RTD) reserve.

**Reserve Period** – A single duty period in which a Cabin Personnel is scheduled to be on call.

**Scheduling Day/Day** – The time period from 0100 to 0059 in the time zone where the pairing originates.

**Time Away From Base (TAFB)** – The elapsed time which commences at the Cabin Personnel's actual Report Time of a pairing and concludes at the actual Release Time at the end of the pairing.

**Active** – The status of being employed as a Cabin Personnel by the Company and eligible to be assigned for duty.

**Business Day** – A Calendar Day, excluding weekends and statutory holidays.

**Calendar Day** – A continuous twenty-four (24) hour period between 0000 to 2359, Monday to Sunday, including statutory holidays.

**Day Off** – A Scheduling Day/Day between pairings, or a Scheduling Day/Day between non-pairing activities, which is free of duty.

**Deadhead** – Transportation of an on-duty Cabin Personnel as a passenger.

**Inactive/Inactivity** – The status of being employed as a Cabin Personnel by the Company and ineligible to be assigned for duty.

**Minimum Monthly Pay Guarantee (MMG)** – The minimum Credit Hours a Cabin Personnel shall be paid during a monthly scheduling period.

**Charter** – A flight or flights that are contracted by a person or group.

**Special Purpose Flight** – A flight that serves a specific purpose.

**Red-eye Flight** – A flight which is scheduled to operate through 0200 local time at the airport where the flight departed.

**Affected Base** – The base from which a Cabin Personnel is laid off.

**Out Event** – The time when the aircraft's main cabin door is closed and its parking brake is first released.

**In Event** – The time when either:

- a) The parking brake is set for the last time prior to opening the main cabin door; or
- b) The main cabin door is opened with the parking brake not set.

**Shift Trade** – A pairing or partial pairing swap between two (2) Cabin Personnel or a drop of a pairing or partial pairing by a Cabin Personnel and subsequent pick-up of that pairing or partial pairing by another Cabin Personnel.

**North America** – For the purposes of this Agreement, stations in North America are destinations in Canada, the United States, Mexico, Caribbean, and Central America.

**Intercontinental** – For the purposes of this Agreement, stations outside of North America.

**Status** – The Cabin Personnel's assigned status of full-time or part-time.

**Aircraft Qualifications** – The type of aircraft in which a Cabin Personnel is qualified to operate.

**Domicile** – The Canadian city with active WestJet or WestJet Encore service that is close to the Cabin Personnel's Designated Primary Residence.

**Designated Primary Residence** - The location in Canada where a Cabin Personnel resides, which may be different from the Cabin Personnel's base.

**Cabin Personnel** – An employee of the Company who is either a Cabin Crew Member or a Cabin Manager.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3-1.01 Except to the extent expressly limited or modified by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers and authority to manage the business and direct its workforce and all the matters relating thereto. These rights, powers and authority include, but are not limited to hiring, assigning, promoting, demoting, classifying, transferring, lay-off, recall, suspending, discharging or otherwise disciplining Cabin Personnel; establishing and enforcing rules of conduct; maintaining order and efficiency; requiring Cabin Personnel to observe reasonable rules and regulations which may be promulgated by the Company, introducing new equipment; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing and controlling operations.
- 3-1.02 The Union shall be advised of any changes to policies governing Cabin Personnel at least five (5) Days before such policies become effective unless the Parties mutually agree to a shorter advance notification period. This five (5) Day requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.

## **ARTICLE 4 - UNION RECOGNITION**

### **4-1 GENERAL**

- 4-1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the Cabin Personnel employed by the Company, as ordered by the Canada Industrial Relations Board (CIRB) order number 11360-U dated March 5, 2019.
- 4-1.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Company, in writing, of the names and contact information of the duly elected officers and representatives of the Union.
- 4-1.03 Upon ratification of this agreement, all subsequent newly-hired Cabin Personnel, on their first operated flight after their line indoctrination, shall be members of the Union. The Company shall deduct the Union's initiation fee as per Article 10 – Deduction of Dues on the first pay following their first operated flight.

### **4-2 UNION ORIENTATION**

- 4-2.01 Sixty (60) minutes during each new-hire initial training will be allocated for a Union representative to introduce newly-hired Cabin Personnel to the Union. Nothing of a derogatory or inflammatory nature concerning the Company will be communicated during this session.

### **4-3 NO REPRISAL**

- 4-3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either them or their representatives because of a Cabin Personnel's participation or non-participation in the Union or its lawful activities.

### **4-4 NON-APPLICATION OF AGREEMENT**

- 4-4.01 This Agreement only applies to a qualified Cabin Personnel upon successful completion of the Company's initial training program, including their line indoctrination.
- 4-4.02 No Cabin Personnel shall be asked to make any agreement with the Company that circumvents or conflicts with this Agreement.

## **ARTICLE 5 - DISCRIMINATION OR HARASSMENT**

- 5-1.01 The Company, the Union and the Cabin Personnel agree that they all have an obligation to create and maintain a respectful workplace free of discrimination or harassment in accordance with the provisions of the *Canadian Human Rights Act*, which may be amended from time to time.
- 5-1.02 The Company, the Union and the Cabin Personnel therefore agree that there shall be no discrimination by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or a record suspended.
- 5-1.03 All Cabin Personnel should report any occurrences of discrimination or harassment to the Company, which will investigate such complaints in accordance with its policies.

## ARTICLE 6 - SCOPE

### 6-1 GENERAL

6-1.01 Subject to the application of the *Canada Labour Code*, or any other statute or applicable law, this Agreement shall remain in full force and effect in the event that the Company changes ownership, acquires another airline, is sold to another airline, or merges with another airline.

### 6-2 BARGAINING UNIT WORK

6-2.01 Except as otherwise provided for in this Agreement, all passenger revenue flying, wet leasing for other airlines, and charter flights operated by the Company shall be operated exclusively by Cabin Personnel who are subject to this Agreement, and in accordance with the terms and conditions of this Agreement.

6-2.02 At the Company's discretion, Cargo-only flying operations shall be exempted from the application of 6-2.01 above.

**NOTE: 6-2.03 to 6-2.06 below are effective for the first full monthly scheduling period which commences four (4) months following the date of ratification of this Agreement.**

6-2.03 Cabin Personnel are required to maintain aircraft appearance while guests are onboard the aircraft. For flights with a scheduled Block Time of one hour and forty-five (1:45) minutes or less, and not arriving in a Base (YVR/YYC/YYZ), Cabin Personnel shall be required to complete post-flight aircraft tidying duties. Cabin Personnel shall not be required to perform post-flight aircraft tidying duties on wide-body aircraft.

6-2.04 Post-flight aircraft tidying duties shall be limited to:

- Placing armrests in the down position
- Crossing of seatbelts
- Removal of items for disposal not including clearing waste bins in the lavatories or galleys
- Maintaining general aircraft appearance

6-2.05 As an exception to 6-2.03 above, in the event of an exceptional circumstance where either no grooming is available or when a groom would result in a significant flight delay or cancellation, Cabin Personnel may be required to complete post-flight aircraft tidying duties on flights with a duration greater than one hour and forty-five (1:45) minutes for both narrow-body and wide-body aircraft.

6-2.06 The Company may elect to have Cabin Personnel cease performing some or all of the aircraft tidying duties as a set out in 6-2.04 above.

### 6-3 BUSINESS RELATIONSHIPS

6-3.01 After the Company has signed and announced a capacity purchase agreement, code-share agreement, marketing agreement, interline agreement, block space agreement, joint venture, or any other agreement that provides for the sharing of passengers or revenue between the Company and another air carrier, the Company shall, upon request of the Union, and subject to the Parties reaching an agreement on confidentiality, meet with the Union in good faith to discuss: (i) the potential impact of the agreement on Cabin Personnel; and (ii) options to address that impact on Cabin Personnel.

6-3.02 The Company will not establish a new affiliate for the purposes of circumventing the terms and conditions of this Agreement.



#### **6-4 JOB SECURITY**

- 6-4.01 No Cabin Personnel shall be laid off as a direct result of the Company's business relationships with WestJet Encore Ltd. and Swoop Inc., and/or other airlines, including capacity purchase agreements, code-sharing agreements, marketing agreements, interline agreements, block space agreements and joint ventures.
- 6-4.02 No Cabin Personnel shall be involuntarily reduced in Status or laid off as a direct result of contracting out, subcontracting out, or wet leasing, pursuant to 6-5.01 below.

#### **6-5 CONTRACTING OUT, SUBCONTRACTING OUT, WET LEASING**

- 6-5.01 The Company shall not contract out, subcontract out, or wet lease Company passenger revenue flying covered by 6-2.01 above except:
- a) wet leases in order to avoid an interruption in service due to operational requirements associated with irregular operations (IROPS); or,
  - b) to the extent necessary to protect the Company's schedule and operations due to circumstances beyond the Company's control, which shall be limited to the following:
    - i. a grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order;
    - ii. loss or destruction of the Company's aircraft;
    - iii. lack of available aircraft or Cabin Personnel (subject to the recall list being exhausted)
    - iv. involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or a substantial and prolonged shortage in available fuel supply or other critical materials for the Company's operation;
    - v. revocation of the Company's operating certificate(s);
    - vi. humanitarian crisis;
    - vii. act of god;
    - viii. pandemic;
    - ix. war emergency; or,
    - x. a terrorist act.
- 6-5.02 The time-period for any individual contracting out/subcontracting out/wet leasing pursuant to 6-5.01 above may not exceed, or be extended beyond, ninety (90) Calendar Days in any rolling twelve (12) month period, unless by agreement of the Union.
- 6-5.03 The Company shall notify the Union within seventy-two (72) hours, in writing, of any newly signed agreement for contracting out, sub-contracting out, or wet leasing pursuant to 6-5.01 above.

## **ARTICLE 7 - CABIN PERSONNEL CLASSIFICATIONS**

### **7-1 GENERAL**

7-1.01 Cabin Personnel employed by the Company and covered by this Agreement shall operate within the following classifications in 7-2 below.

### **7-2 CLASSIFICATIONS**

#### 7-2.01 Cabin Crew Member

A Cabin Crew Member is responsible for performing and assisting in the performance of all inflight and flight-related ground duties, as may be required by the Company. These responsibilities include but are not limited to maintaining the safety and security of guests, crew members, and the aircraft and delivering cabin service to guests.

Each Cabin Crew Member is responsible to operate in the lead position on narrow-body aircraft on a rotating basis.

#### 7-2.02 Cabin Manager

The Cabin Manager, in addition to fulfilling the responsibilities and duties set out in 7-2.01 above, is in-charge of cabin service and is responsible for the functional direction and supervision of Cabin Crew Members on the wide-body aircraft, as required by the Company.

## **ARTICLE 8 - AMENDMENTS TO THE AGREEMENT**

- 8-1.01 Any amendments to this Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.
- 8-1.02 This Agreement shall supersede all representations including but not limited to, past practices, base-specific practices, previous agreements, side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of this Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.
- 8-1.03 Any amendments to this Agreement on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the Union Representative or designate and the Director, Labour Relations or designate for the Company.
- 8-1.04 Should the authorized signatories in 8-1.03 change, the other Party shall be provided with written confirmation of such change as soon as practicable.
- 8-1.05 The Parties acknowledge that due to this being a first collective agreement, there may be instances in which the Parties need to review and amend language in this Agreement. It is also understood that any amendments must be with the agreement of both Parties and shall be of 'net-zero' financial cost to the Company. In September of each year, either Party may request a meeting to discuss issues as pursuant to this Article.

## **ARTICLE 9 - STRIKE/LOCKOUT**

- 9-1.01 During the term of this Agreement, the Parties agree to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Union, including its officers and representatives, will not engage in, promote, or cause any strike, or work stoppage at the Company in accordance with the *Canada Labour Code*.
- 9-1.02 Except as otherwise permitted by law, the Company agrees not to engage in any lockout of its Cabin Personnel.

## ARTICLE 10 - DEDUCTION OF DUES

- 10-1.01 The Company shall deduct Union dues including, where applicable, initiation fees, levies and assessments, on a semi-monthly basis, as a percentage of each Cabin Personnel's wages in accordance with the Union's bylaws. Union dues may change from time to time per the Union's bylaws and the Company agrees to deduct the new amount from Cabin Personnel's wages after receiving forty-five (45) Calendar Days' written notice from the Union. In the case of a levy or an assessment, the Union shall include the duration in the notice provided.
- 10-1.02 All dues, initiation fees, levies and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) Calendar Days following the last Calendar Day of the month in which the remittance was deducted.
- 10-1.03 The remittance form shall be accompanied by a statement containing the following information:
- a) A list of the names of all Cabin Personnel from whom dues were deducted and the amount of dues deducted; and
  - b) A list of the names of Cabin Personnel from whom no deductions have been made.
- The statement of dues deductions from individuals will list the following: pay period, employee's name, employee number, base, wages and dues deducted. This information shall be electronically provided to both the Union and CUPE National.
- 10-1.04 The Company shall not be responsible financially or otherwise, either to the Union or to any Cabin Personnel, for any failure to make deductions or for making improper or inaccurate deductions or remittances once the Company has remitted payment to the Union. In the event of an error by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in the subsequent remittance and will notify the Union and, if applicable, the affected Cabin Personnel of any error and/or correction.
- 10-1.05 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Section, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such payroll deduction(s).

## ARTICLE 11 - UNION FLIGHT RELEASE

### 11-1 GENERAL

11-1.01 The Union shall notify the Company in writing of all Cabin Personnel duly elected to fill an executive position in the Union (executive positions include the President, Vice-Presidents, Recording Secretary and Treasurer but may change upon mutual agreement between the Company and the Union), Shop stewards, and designated representative(s) on any committee. The notification shall include the term of these positions.

11-1.02 The Company shall compensate a Cabin Personnel identified in 11-1.01 above for Union Flight Release (UFR). Except as specified in 11-3 - Union Time Bank below, the Union will reimburse the Company for such costs.

11-1.03 For the purposes of this Article, one (1) Day of UFR shall be credited at four and one-half (4.5) Credit Hours.

### 11-2 REQUEST FOR TIME OFF PROCESS

11-2.01 The Union Recording Secretary, or their designate, shall submit requests via email for UFR to the Manager, Crew Planning or their designate and the Labour Relations designate.

11-2.02 By July 31<sup>st</sup> of the year prior, the Union shall provide the Crew Planning department the forecasted number of UFR hours or Days per month by base, aircraft type and classification for the purposes of Company workforce planning for the following year.

11-2.03 The Union shall then provide the Manager, Crew Planning with a request, by email, for all UFR hours or Days no later than the 20<sup>th</sup> of the month that is two (2) months prior to the monthly scheduling period for which the UFR is requested, including any UFR hours or Days on the first five (5) Days of the following monthly scheduling period. The Union may send updates to the Manager, Crew Planning or designate until the 5<sup>th</sup> of the month prior to published schedule. The written request shall include the specific dates, the name and employee number of the Union representative and the base for which the UFR is requested. The Company will place the appropriate code on each Cabin Personnel's Days of Union business.

11-2.04 In accordance with 11-2.03 above, the Union may also request UFR for a Union member(s) to attend or participate in Union workshops, training and conventions. Such requests shall not exceed a total of twelve (12) members in a monthly scheduling period.

11-2.05 When it becomes necessary, at the request of a Cabin Personnel, for an executive Union representative or Shop steward to attend a grievance or investigation meeting with the Company, or a meeting approved by the Company, the Union Recording Secretary or their designate shall provide the Company with a request via email for UFR as soon as possible.

11-2.06 The Company will not unreasonably deny UFRs. The Company reserves the right to deny requests for UFR based on operational requirements, including but not limited to training.

11-2.07 Except as outlined in 11-9.01 below, a Cabin Personnel who is granted UFR according to this Article shall be treated as an Active Cabin Personnel and will continue to retain and accrue seniority, service for pay progression purposes, sick leave, vacation and statutory holiday entitlements. The Cabin Personnel shall retain travel privileges and benefits in accordance with the Company Travel Privileges Policy and the Company's benefit plans, respectively.

### **11-3 UNION TIME BANK**

**NOTE: The Union time bank allotments for the first year of this Agreement will be pro-rated based on the number of full monthly scheduling periods remaining in the year following the effective date of this Agreement.**

- 11-3.01 The Union's executive (President, Vice-Presidents, Recording Secretary and Treasurer which may change upon mutual agreement between the Company and the Union) will be allotted a combined total of one thousand two hundred (1200) Company paid hours annually as of January 1<sup>st</sup> of each year. Any flight release in excess of one thousand two hundred (1200) hours shall be reimbursed to the Company in accordance with 11-7 below. The Recording Secretary shall advise the Company when UFR is to be deducted from this bank at the time it is requested.
- 11-3.02 In addition to the UFR granted in accordance with 11-3.01 above, the Company will allocate a bank of two thousand three hundred (2300) Company paid hours on January 1 of each year. Any flight release in excess of two thousand three hundred (2300) hours shall be reimbursed to the Company in accordance with 7. below. The Recording Secretary shall advise the Company when UFR is to be deducted from this bank at the time it is requested.
- 11-3.03 Union time bank hours in 11-3.01 and 11-3.02 above shall only be accessed for time spent performing Union business in relation to the Company. Time bank hours may not be accessed for any flight release for Union members and representatives while participating in recognized Union activities including but not limited to: Union conventions, executive meetings, Union committees not referenced in Article 12 – Union-Management Relations, meetings to discuss internal Union business, Union workshops, training, conventions, grievance preparation meetings, mediation, and arbitration.
- 11-3.04 The balance of unused UFR hours remaining on December 31<sup>st</sup> shall be carried over to the following year for the duration of this Agreement.

### **11-4 UFR FOR CONTRACT NEGOTIATIONS AND RATIFICATION**

- 11-4.01 The Company shall permit UFR of up to eight (8) Cabin Personnel for reasonable preparation time, negotiations, ratification, and implementation. The Union shall notify the Company of the names and dates of release for the up to eight (8) Cabin Personnel required for each month through the process provided in 11-2 - Request for Time Off Process above.

### **11-5 MONTHLY FLYING**

- 11-5.01 Cabin Personnel released in accordance with 11-2 - Request for Time Off above shall have the ability to pick up additional flying during the monthly scheduling period.
- 11-5.02 A Cabin Personnel who is fully released for an entire monthly scheduling period shall only have the ability to pick up straight time from another Cabin Personnel off the shift trade system.
- 11-5.03 The Company shall pay the Cabin Personnel directly for such flying and shall not invoice the Union. The Cabin Personnel shall assume sole responsibility for duty and rest periods when picking up flying.

### **11-6 CANCELLATION OF UFR**

- 11-6.01 The Company may cancel UFR up to twenty-four (24) hours in advance due to operational requirements.

## **11-7 REIMBURSEMENT TO THE COMPANY**

11-7.01 The Company shall provide the Union with a detailed invoice of each month's UFR no later than forty-five (45) Calendar Days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

- a) The name(s) of the Cabin Personnel;
- b) The date(s) such Cabin Personnel is on UFR;
- c) The number of Credit Hours paid to the Cabin Personnel while on UFR;
- d) The Cabin Personnel hourly rate(s); and,
- e) The amount to be reimbursed to the Company.

11-7.02 The Union shall reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred for UFR. Said costs shall include a thirty-four percent (34%) premium to cover benefits and administrative expenses.

## **11-8 TRAVEL COSTS**

11-8.01 When a Union Representative is travelling for a scheduled meeting with the Company, or a Union executive meeting, they shall be eligible to use standby travel privileges in accordance with the Company Travel Privileges Policy.

11-8.02 When a Union Representative is required to travel for special meetings approved by the Company, they shall be entitled to free positive space travel as per the Business Travel - Positive Space Policy between the Union Representative's base and the location of the meeting. For clarity, such meetings shall not include any regular or reoccurring meetings outlined in this Agreement.

11-8.03 If the Union requests a travel Day(s) before and/or after a UFR Day, the travel Day(s) will be allocated as a UFR day(s) and the Union shall reimburse the Company for the travel Day(s) in accordance with 11-7 – Reimbursement to the Company above.

## **11-9 UNPAID UFR FOR CUPE NATIONAL AND CUPE DIVISION ELECTED OFFICIALS OR APPOINTMENTS**

11-9.01 A Cabin Personnel shall be granted a leave of absence without pay on account of Union business for up to two (2) years on written request from the Union. A Cabin Personnel on leave pursuant to this Article will retain and accrue seniority. The Cabin Personnel will not accrue service for pay progression purposes and will not be considered Active for the purpose of sick leave, vacation and statutory holiday entitlements.



## **ARTICLE 12 - UNION-MANAGEMENT RELATIONS**

### **12-1 UNION-MANAGEMENT COMMITTEE**

- 12-1.01 The Parties agree that there will be a Union-Management Committee consisting of representatives from the Company and up to five (5) designated representatives from the Union, one (1) of which shall be the Local Union President or designate. CUPE National representative(s) of the Union may also attend such meetings.
- 12-1.02 The purpose of the committee is to discuss any known issues that will potentially impact the bargaining unit. Meetings will not be used to discuss matters which are subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining.
- 12-1.03 Meetings will be held bi-annually, or as required, and each party shall submit to the other a written agenda fourteen (14) Calendar Days before the upcoming meeting.

### **12-2 SCHEDULING REVIEW COMMITTEE**

- 12-2.01 Three (3) Union Representatives will be designated to participate in the Company's Scheduling Review Committee (SRC).
- 12-2.02 The SRC will review and respond to Cabin Personnel concerns for both Crew Planning and Crew Scheduling issues, as well as proactively review issues that may impact scheduling for the purposes of making recommendations.
- 12-2.03 Recommendations and unresolved issues will be decided by the Vice President, Inflight, or their designate, who will provide the Union with the reason(s) for their decision in writing.
- 12-2.04 The SRC will meet quarterly, or as mutually agreed.

### **12-3 HOTEL AND TRANSPORTATION COMMITTEE**

- 12-3.01 Three (3) Union Representatives will be designated to participate in the Company's Hotel and Transportation Review Committee (HTRC).
- 12-3.02 The HTRC will meet bi-annually, or as mutually agreed.
- 12-3.03 Only one (1) Union representative shall represent the HTRC during each site visit.
- 12-3.04 The HTRC will be responsible for making recommendations on hotel selection criteria. These criteria will consider the safety of Cabin Personnel, the overall suitability of the property, ground transportation time to and from hotel, location of hotel, and cost when multiple hotels meeting the criteria are available.
- 12-3.05 In the event of a dispute over hotel selection between the Company and the HTRC, final approval of the new hotel(s) will be made by the Vice President, Inflight, or their designate, who will provide the Union with the reason(s) for their decision in writing.
- 12-3.06 The HTRC will review any Cabin Personnel hotel issues brought to its attention and will make recommendations to the Company for resolution.

### **12-4 UNIFORM COMMITTEE**

- 12-4.01 Three (3) Union Representatives will be designated to participate in the Company's Uniform Committee to discuss uniform issues that may arise.

12-4.02 The committee shall meet in advance of any planned uniform changes and the Union shall be provided with the opportunity to provide feedback on the possible impact on Cabin Personnel before implementing these changes.

12-4.03 The Uniform Committee shall meet on a quarterly basis, or as mutually agreed.

#### **12-5 UNION FLIGHT RELEASE FOR COMMITTEES**

12-5.01 All Union flight release for committee work will be provided in accordance with Article 11 – Union Flight Release.

#### **12-6 INFORMATION TO THE UNION**

12-6.01 The Company shall provide the Union with the following information:

- a) An updated contact list of all Cabin Personnel employed by the Company on a quarterly basis. This list shall include the name, base, classification, equipment, employee number and contact information.
- b) The Master Seniority List in accordance with Article 15 – Seniority.
- c) A copy of the annual vacation award.
- d) A monthly list of Cabin Personnel on unpaid personal leaves of absence.

## **ARTICLE 13 - UNION COMMUNICATION**

13-1.01 The Company shall provide the Union with a Union-designated bulletin board to post notices in the Crew Room of each base. Posted notices shall not contain anything of a defamatory or personal nature against the Company or its representatives.

## ARTICLE 14 - PROBATION

- 14-1.01 A new hire Cabin Personnel shall be required to serve a probationary period of nine (9) months of Active service commencing on their first scheduled flight after their line indoctrination flight. The Company may extend, at its sole discretion, the probationary period by up to three (3) months. The Company will provide written notification to the Union of any extensions.
- 14-1.02 If a Cabin Personnel is absent from Active service in excess of fourteen (14) consecutive Days during their probationary period, the Company may extend their probationary period by an equivalent number of Days.
- 14-1.03 The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of a Cabin Personnel during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith. The Parties agree that an arbitrator has no jurisdiction to relieve against dismissal or to substitute or provide any other remedy in the case of the dismissal of a probationary Cabin Personnel unless the dismissal was arbitrary, discriminatory or made in bad faith. A probationary Cabin Personnel will have recourse to Article 30 – Grievance Procedure and Article 31 – Arbitration with respect to any other working condition.

## ARTICLE 15 - SENIORITY

### 15-1 GENERAL

15-1.01 Seniority shall govern the rights between the Cabin Personnel in accordance with the following articles:

- Article 16 - Non-Bargaining Unit Employees and Inflight Duties
  - 16-1.02
- Article 21 - Leaves of Absence
  - 21-2.02
- Article 24 - Filling of Vacancies
  - 24-2.05
  - 24-3.03 (tiebreaker only)
  - 24-5.01
  - 24-5.03
- Article 34 - Scheduling
  - 34-1.02
  - 34-18.01
  - 34-18.04
  - 34-19.02
  - 34-27.03
- Article 35 - Reserve
  - 35-2.01
  - 35-5.05
  - 35-5.14 b)
- Article 46 - Vacation, Statutory Holidays and GDOs
  - 46-5.01
  - 46-5.02
  - 46-5.03
- Article 47 - Layoff and Recall
  - 47-1.05
  - 47-4
  - 47-5

### 15-2 CABIN PERSONNEL MASTER SENIORITY LIST

15-2.01 The Company shall maintain a Master Seniority List (MSL) for Cabin Personnel. The MSL shall be published twice annually, on the first Calendar Day of April and the first Calendar Day of October, with a copy to the Union. The MSL shall be posted electronically on the Company intranet and on Cabin Crew Devices (CCD), and shall remain there until replaced by an updated list.

15-2.02 The MSL shall show the seniority by name, classification, base, equipment, Status and date of seniority of all Cabin Personnel employed by the Company.

15-2.03 The Parties agree to review and discuss finalizing the MSL within ninety (90) Calendar Days of the effective date of this Agreement.

### 15-3 CORRECTION TO MASTER SENIORITY LIST

15-3.01 A Cabin Personnel shall have thirty (30) Calendar Days following publication of the MSL to contest, in writing, to the designated Labour Relations representative, any alleged error or omission related to them.

15-3.02 A Cabin Personnel may not contest the same alleged error or omission twice.

**15-4 ATTRIBUTION OF POSITION ON MASTER SENIORITY LIST**

15-4.01 Cabin Personnel seniority shall begin to accrue at the date of successful completion of in-class initial training. If the seniority date of two (2) or more Cabin Personnel is the same, the Cabin Personnel with the lower employee number shall have more seniority.

**15-5 FORFEITURE OF SENIORITY**

15-5.01 Except as otherwise stated in this Article, a Cabin Personnel shall be removed from the MSL and shall forfeit all rights at such time as:

- a) They are no longer employed as a Cabin Personnel by the Company;
- b) They are on layoff for a period greater than three (3) years;
- c) They decline a recall opportunity, in accordance with Article 47 - Layoff and Recall;
- d) They neglect to answer a recall opportunity, in accordance with Article 47 - Layoff and Recall.

**15-6 TRANSFER TO A TERM POSITION OUTSIDE OF THE BARGAINING UNIT**

15-6.01 A Cabin Personnel transferred to a term position not covered by this Agreement shall retain and accrue seniority for a period of up to twenty-four (24) months. In the event such Cabin Personnel does not return to the bargaining unit at the termination of this period, their name shall be removed from the MSL. This period may be extended by mutual agreement between the Union and Company.

**15-7 TRANSFER TO A PERMANENT POSITION OUTSIDE OF THE BARGAINING UNIT**

15-7.01 A Cabin Personnel transferred to a permanent position, within the Inflight Department, not covered by this Agreement shall retain seniority for a period of six (6) months. In the event such Cabin Personnel does not return to the bargaining unit at the termination of this period, their name shall be removed from the MSL.

**15-8 TRANSFER TO A POSITION OUTSIDE OF THE BARGAINING UNIT FOR TEMPORARY ACCOMMODATION REASONS**

15-8.01 A Cabin Personnel who is temporarily accommodated in a position outside the scope of this Agreement shall retain and accrue seniority.

**ARTICLE 16 - NON-BARGAINING UNIT EMPLOYEES AND INFLIGHT DUTIES**

16-1.01 It is recognized that non-bargaining unit employees may carry out duties typically performed by Cabin Personnel in the following situations:

- a) Where operationally required, after first notifying the Union and where there is no reasonable and practical alternative,
- b) Where operating as an additional Cabin Personnel on a flight(s),
- c) Where required to maintain and retain regulatory requirements,
- d) Where a Cabin Personnel is released from duty for recognition purposes with the consent of the Cabin Personnel, and
- e) Non-operating leadership participation, who is trained in service delivery, and with the consent of the in-charge Cabin Personnel.

Except in 16-1.01 a), non-bargaining unit employees shall not pick up flights that are published or unpublished in Open Time. Non-bargaining unit employees shall be permitted to be scheduled a pairing(s) within the monthly scheduling period.

16-1.02 If displacement of a Cabin Personnel is required, consent shall be required by the Cabin Personnel prior to being displaced from their pairing(s). The displaced Cabin Personnel shall receive credit for the affected pairing(s). Except in 16-1.01 d), displacement shall be offered by seniority only.

## ARTICLE 17 - ACCOMMODATION

### 17-1 GENERAL

17-1.01 The Company recognizes its duty to reasonably accommodate Cabin Personnel in relation to the prohibited grounds of discrimination under the *Canadian Human Rights Act*, unless doing so would impose undue hardship on the Company.

17-1.02 It is the responsibility of the Cabin Personnel to actively participate in the accommodation process, including presenting evidence to support the need for an accommodation. Once the need for an accommodation is identified, the Company will commence efforts to identify an appropriate accommodation in accordance with the *Canadian Human Rights Act*.

### 17-2 UNION REPRESENTATION

17-2.01 A Cabin Personnel will have the right to request the presence of Union representation in all non-medical accommodation and permanent medical accommodation meetings.

17-2.02 If the Company is unable to progress forward in determining an appropriate accommodation it shall meet with the Union and the Cabin Personnel to discuss accommodation options.

17-2.03 Accommodation meetings may be held in person, by teleconference, or by video conference.

17-2.04 Should a Union representative not be available, the Company will consider any reasonable request by the Union for an extension to obtain one. Any Union request for an extension will not be unreasonably denied.

### 17-3 MEDICAL ACCOMMODATIONS

17-3.01 The procedure to determine if a Cabin Personnel is fit to perform the duties of their job or such other modified duties must be made in such a way as to protect the confidentiality of the Cabin Personnel's medical information. The medical information the Company may seek to obtain shall be limited to:

- Objective medical information outlining restrictions or limitations
- Expected duration of such restrictions or limitations
- The nature of the illness or injury and prognosis for recovery
- The Cabin Personnel's fitness to return to work and expected return to work date

### 17-4 PREGNANCY ACCOMMODATION

17-4.01 The Company will provide accommodation to a Cabin Personnel with medically validated pregnancy complications through modified work, unless doing so would impose an undue hardship on the Company.

17-4.02 Should the modified work take the form of ground work, the modified work will be not more than five (5) Days a week.

### 17-5 BREASTFEEDING ACCOMMODATION

17-5.01 A Cabin Personnel may request an accommodation for the purposes of breastfeeding their child up to the point in time that the child is eighteen (18) months of age without the requirement to medically substantiate the accommodation. A Cabin Personnel may request up to a six (6) month extension, however, the Company may require the Cabin Personnel to provide information to support their ongoing need for breastfeeding accommodation. This may include medical evidence from the Cabin Personnel's medical professional to confirm that they are breastfeeding.



## **17-6 TRAVEL PRIVILEGES**

17-6.01 Unless it conflicts with a Cabin Personnel's objective medical restrictions or limitations, the Cabin Personnel on accommodation shall not be prevented from using their travel privileges.

## ARTICLE 18 - BENEFITS

18-1.01 The Company will make available a group benefit program for Cabin Personnel, which will consist of the following types of benefits:

- a) Extended Health;
- b) Emergency Travel Medical;
- c) Dental;
- d) Group Life;
- e) Accidental Death and Dismemberment;
- f) Short-Term Disability;
- g) Long-Term Disability;
- h) Critical Illness;
- i) Health Spending Account; and
- j) Personal Spending Account.

18-1.02 A Cabin Personnel's participation in the group benefit program will commence on the Cabin Personnel's first Day of Active work following their completion of the three (3) month waiting period and will be subject to the Cabin Personnel meeting the eligibility requirements of the group benefit program.

18-1.03 Any matter respecting a Cabin Personnel's eligibility or participation in the group benefits program or a Cabin Personnel's entitlements under the group benefits program does not constitute a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement, and as such, is not a matter that would be subject to the grievance and arbitration procedure under this Agreement.

18-1.04 The Company shall pay the premiums and/or costs for the default coverage option, as applicable, for the following benefits:

- a) Extended Health;
- b) Emergency Travel Medical;
- c) Dental;
- d) Group Life;
- e) Accidental Death and Dismemberment; and
- f) Short-Term Disability (Taxable Option).

18-1.05 Cabin Personnel shall be responsible to cover any additional premiums and/or costs for optional benefits they elect to receive or for any coverage options higher than the default coverage option for the benefits outlined in 18-1.04 above.

18-1.06 Cabin Personnel shall pay for 100% of their long-term disability premiums.

18-1.07 Cabin Personnel shall be required to maintain coverage for the following mandatory benefits:

- a) Emergency Travel Medical;
- b) Group Life;
- c) Accidental Death and Dismemberment;
- d) Short-Term Disability; and
- e) Long-Term Disability.

18-1.08 The coverage options, as existing at the time of ratification of this Agreement, shall not be reduced during the term of this Agreement without agreement of the Union.

18-1.09 The Company reserves the right to utilize an alternate insurance vendor(s) or an alternate plan(s) for the group benefit program. Coverage through any such alternate insurance vendor(s) or plan(s) shall be equal to or better than the coverage options existing at the time of ratification of this Agreement, unless otherwise agreed to by the Union.

## **ARTICLE 19 - TRAVEL PRIVILEGES AND JUMP SEAT ACCESS**

### **19-1 TRAVEL PRIVILEGES**

19-1.01 Cabin Personnel shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

19-1.02 At no time will Cabin Personnel receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

### **19-2 JUMP SEAT ACCESS**

19-2.01 Cabin Personnel will have access to an available jump seat(s) in accordance with the Flight Attendant Manual (FAM). A Cabin Personnel commuting to begin duty will be given priority access to an available Flight Attendant jump seat(s).

## ARTICLE 20 - SICK AND PERSONAL LEAVE

**NOTE: Sick and Personal Leave Article shall be in effect for the first full monthly scheduling period following the ratification of this Agreement**

### 20-1 GENERAL

- 20-1.01 Sick leave shall be provided to a Cabin Personnel who is absent from work due to a *bona fide* illness or injury that is not covered under the provisions of workers' compensation legislation and will be administered in accordance with such intent.
- 20-1.02 A Cabin Personnel who is unable to report for duty due to sickness must notify Crew Scheduling by phone no later than four (4) hours, or as soon as possible in extenuating circumstances out of the control of the Cabin Personnel, before their pairing Report Time or the beginning of their reserve call-out window. A Cabin Personnel will be deemed to be sick for any subsequent duty periods in that same pairing or Reserve Block until they have notified the Company that they are fit to return to duty.

### 20-2 SICK LEAVE

- 20-2.01 All full-time Cabin Personnel on the date of ratification of this Agreement shall each receive an initial allotment of twelve (12) Days of sick leave in their individual sick leave banks. All part-time Cabin Personnel on the date of ratification of this Agreement shall each receive an initial allotment of eight (8) Days of sick leave in their individual sick leave banks. A Cabin Personnel shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to their initial ratification allotment, after which point sick leave accrual shall resume in accordance with 20-2.03 or 20-2.04 below.
- 20-2.02 A new hire full-time Cabin Personnel shall receive an initial allotment of six (6) Days of sick leave in their sick leave bank. A new hire part-time Cabin Personnel shall receive an initial allotment of four (4) Days of sick leave in their sick leave bank. A Cabin Personnel shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to their initial new hire allotment, after which point sick leave accrual shall resume in accordance with 20-2.03 or 20-2.04 below.
- 20-2.03 A full-time Cabin Personnel shall accrue one (1) Day of sick leave for each monthly scheduling period in which the Cabin Personnel is Active for at least fifteen (15) Days, up to the maximum banked sick leave specified in 20-2.05 below.
- 20-2.04 A part-time Cabin Personnel shall accrue zero point six seven (0.67) Days of sick leave for each monthly scheduling period in which the Cabin Personnel is Active for at least fifteen (15) Days, up to the maximum banked sick leave specified in 20-2.05 below.
- 20-2.05 A full-time Cabin Personnel shall be able to bank a maximum of twenty-two (22) Days of sick leave, including both allotted and accrued sick leave. A part-time Cabin Personnel shall be able to bank a maximum of fifteen (15) Days of sick leave, including both allotted and accrued sick leave.
- 20-2.06 If a Cabin Personnel does not have at least three (3) Days of banked sick leave available as of January 1 of a new calendar year, the Cabin Personnel's sick leave bank will be topped-up to be at least three (3) Days of sick leave as of that January 1. If this January 1 top-up allotment is required, the Cabin Personnel shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to top-up allotment amount, after which point sick leave accrual shall resume in accordance with 20-2.03 or 20-2.04 above.

20-2.07 A Cabin Personnel who utilizes their banked sick leave shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Personnel has banked sick leave available to them.

20-2.08 Whether or not flying has been assigned to the Reserve Holder, if a Reserve Holder utilizes their banked sick leave for a Reserve Period, their banked sick leave shall be reduced by one (1) Day and they shall be credited four (4) Credit Hours for each Reserve Period they are listed sick.

**NOTE: Reserve Credit Hours of four (4) to be implemented twelve (12) months following the ratification date of this Agreement.**

20-2.09 Sick leave may only be utilized in full-Day increments. If a Cabin Personnel utilizes banked sick leave for a portion of a duty period, a full-Day of banked sick leave will be utilized. Sick leave Days utilized shall be deducted from the Cabin Personnel's sick leave bank.

20-2.10 If a Cabin Personnel has insufficient banked sick leave remaining, any additional sick leave Days taken shall be without pay.

20-2.11 Only one (1) Day of banked sick leave shall be deducted for any single duty period which spans two (2) consecutive Days.

20-2.12 A Cabin Personnel who is able to return to duty from sick leave or paid personal leave prior to the Release Time of their original pairing shall be returned to duty as outlined in Article 34 – Scheduling – Return to Duty from Sick Leave.

20-2.13 Sick leave pay protection shall not extend to cover any overtime and/or premium assignments not completed by the Cabin Personnel.

20-2.14 A Cabin Personnel may not utilize their banked sick leave for any period of time in which they are eligible to apply for or receive income replacement benefits under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.

20-2.15 For each occurrence of an illness or injury, a Cabin Personnel may only utilize their banked sick leave within a seven (7) consecutive Calendar Day period.

20-2.16 A Cabin Personnel may be required by the Company to provide a doctor's certificate to substantiate their inability to work due to illness or injury if they are absent from work for three (3) or more consecutive work Days or if the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than ten (10) Calendar Days after the date the Cabin Personnel returns to work from the sick leave.

20-2.17 The cost of a doctor's certificate, if requested by the Company pursuant to 20-2.16 above, will be reimbursed by the Company provided proper proof of payment has been submitted. The maximum amount reimbursed by the Company per certificate shall be forty dollars (\$40).

20-2.18 A Cabin Personnel shall continue to be deemed Active while on sick leave. A Cabin Personnel shall convert to Inactive status upon becoming eligible to apply for or receive Short-Term Disability or Long-Term Disability benefits.

20-2.19 Banked sick leave is to be used when Cabin Personnel are absent from work due to a *bona fide* non-occupational illness or injury, including for the Short-Term Disability elimination period.

20-2.20 When a Cabin Personnel is no longer employed by the Company all accrued banked sick leave shall be cancelled.

## **20-3 PERSONAL LEAVE**

20-3.01 A Cabin Personnel may, in each calendar year, utilize up to three (3) Days of their banked sick leave for personal leave reasons. Unless modified below in this 20-3, this use of banked sick leave shall be treated the same as if taken for illness or injury under 20-2 above.

20-3.02 The use of banked sick leave for personal leave reasons as outlined in 20-3.01 above shall only be available to be used within the first five (5) Days of sick leave used in a calendar year. If a Cabin Personnel has already utilized five (5) Days of their banked sick leave in a calendar year, whether for the below specified personal leave reasons or for illness or injury, the Cabin Personnel use of their remaining available banked sick leave in that calendar year may only be for illness or injury in accordance with 20-2 above.

20-3.03 For the purposes of 20-3.01 above, personal leave reasons shall include:

- a) Carrying out responsibilities related to the health or care of any of the Cabin Personnel's family members;
- b) Carrying out responsibilities related to the education of any of the Cabin Personnel's family members who are under eighteen (18) years of age;
- c) Addressing any urgent matter concerning themselves or the Cabin Personnel's family members;
- d) Attending the Cabin Personnel's citizenship ceremony under the *Citizenship Act* (Canada); or
- e) For any other personal leave reason prescribed by regulations under the *Canada Labour Code*.

20-3.04 A Cabin Personnel may, in a calendar year, also take up to two (2) additional Days of unpaid leave for those personal leave reasons specified in 20-3.03 above or for illness or injury.

20-3.05 A Cabin Personnel requesting a personal leave under 20-3.01 or 20-3.04 above shall be required to report to the Company the circumstances necessitating the personal leave.

20-3.06 The Company may, in writing and no later than fifteen (15) Calendar Days after a Cabin Personnel returns to work from a personal leave under 20-3.01 or 20-3.04 above, request that the Cabin Personnel provide documentation to support the reasons for the personal leave. The Cabin Personnel shall provide such documentation if it is reasonably practicable for them to obtain and provide it.

## **ARTICLE 21 - LEAVES OF ABSENCE**

### **21-1 GENERAL**

21-1.01 Unless otherwise specified in this Agreement, a Cabin Personnel on a leave of absence shall retain and continue to accrue seniority.

### **21-2 UNPAID LEAVE OF ABSENCE**

21-2.01 Upon successful completion of their probationary period, a Cabin Personnel may request an unpaid leave of absence for a period of up to six (6) months, by providing a written request to their Development and Performance Manager or designate. Except for circumstances beyond the control of the Cabin Personnel, such requests must be submitted at least four (4) weeks in advance of the desired commencement date and shall include the requested commencement date, duration and reason for the request. The Company shall provide a response to the request within fourteen (14) Calendar Days. The Company may grant reasonable requests for an unpaid leave of absence based on operational requirements.

21-2.02 The Company may offer, at its sole discretion, Cabin Personnel to voluntarily take an unpaid leave of absence. Unpaid leaves of absence will be awarded based on seniority by affected base, subject to language, classification, aircraft qualifications, scheduled training, and charter operation assignments.

21-2.03 A Cabin Personnel who is on an unpaid leave of absence shall be eligible to maintain benefits in accordance with the terms and conditions of the Company benefits plan.

21-2.04 Should an unpaid leave of absence extend into a new calendar year, a Cabin Personnel shall be paid out the difference between any earned vacation and/or statutory holidays and any vacation and or statutory holidays which were taken during the previous calendar year.

21-2.05 A Cabin Personnel on an unpaid leave of absence shall maintain travel privileges in accordance with the Company Travel Privileges Policy.

21-2.06 A Cabin Personnel on an unpaid leave of absence will not accrue service for pay progression purposes and will not be considered Active for the purpose of sick leave, vacation and statutory holiday entitlements.

### **21-3 MATERNITY AND/OR PARENTAL LEAVE**

21-3.01 Cabin Personnel are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the Canada Labour Code.

21-3.02 A Cabin Personnel requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Cabin Personnel desires to start the leave and the requested duration of the leave. Unless there is a valid reason for not doing so, this notice shall be given at least four (4) weeks in advance of the Cabin Personnel's anticipated departure date and shall be accompanied by a medical certificate from a medical practitioner stating the expected delivery date.

21-3.03 Notwithstanding 21-3.02 above, the leave may end earlier at the written request of the Cabin Personnel upon providing the Company at least four (4) weeks' notice in advance of the requested return to work date unless there is a valid reason why the notice cannot be given, in which case the Cabin Personnel shall provide the Company with notice in writing as soon as possible.

21-3.04 A Cabin Personnel on maternity and/or parental leave will not be considered Active for the purpose of sick leave, vacation and statutory holiday entitlements.



21-3.05 During a period of maternity or parental leave, the Cabin Personnel shall:

- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Continue to accrue service for pay progression purposes;
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

#### **21-4 COMPASSIONATE CARE LEAVE**

21-4.01 A Cabin Personnel shall be granted unpaid Compassionate Care Leave as provided for in the *Canada Labour Code*.

21-4.02 During a period of unpaid Compassionate Care leave, the Cabin Personnel shall:

- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Continue to accrue service for pay progression purposes; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

21-4.03 A Cabin Personnel on an unpaid Compassionate Care leave will not be considered Active for the purpose of sick leave, vacation and statutory holiday entitlements.

#### **21-5 BEREAVEMENT LEAVE**

21-5.01 In the event of a death as outlined in 21-5.02 below, the Cabin Personnel shall advise the Development and Performance Manager of the requirement for time off for bereavement.

21-5.02 A Cabin Personnel shall be entitled to paid time off from work under the following provisions:

- a) In the case of the death of a spouse, common-law partner, child, parent or parent-in-law, the Cabin Personnel is entitled to a leave of up to five (5) Calendar Days (not necessarily consecutive).
- b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Cabin Personnel, the Cabin Personnel is entitled to a leave of up to three (3) Calendar Days (not necessarily consecutive).

21-5.03 For purposes of pay reconciliation, a Cabin Personnel will be pay protected for the actual scheduled Credit Hours they are absent due to bereavement leave.

#### **21-6 JURY DUTY**

21-6.01 A Cabin Personnel who is summoned for jury duty will provide a copy of the jury duty notice to their Development and Performance Manager as far as possible in advance of the scheduled jury duty. The Development and Performance Manager shall be notified by the Cabin Personnel immediately after release from jury duty in order that the employee may return to active duty. A Cabin Personnel will be pay protected, at straight-time rates, for the scheduled credit hours they are absent due to jury duty leave. Upon their return to active duty, the Cabin Personnel must provide the Development and Performance Manager documentation from the court showing the dates and times the jury duty was served.

21-6.02 During a period of Jury Duty leave, the Cabin Personnel shall:

- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

## ARTICLE 22 - AD HOC ASSIGNMENTS

- 22-1.01 The Company shall post ad hoc assignments for a minimum of seven (7) Calendar Days when they are for an expected duration of greater than sixty (60) Calendar Days. All expressions of interest submitted in accordance with the posting will be considered by the Company. Ad hoc assignments are not permanent.
- 22-1.02 The Company may select a Cabin Personnel for an ad hoc assignment.
- 22-1.03 Ad hoc assignments will not be longer than twelve (12) months in duration, unless approved by the Union.
- 22-1.04 A Cabin Personnel in an unposted ad hoc assignment may only be extended beyond the initial sixty (60) Calendar Day period with the Union's approval, unless where the ad hoc assignment is utilized for modified duties.
- 22-1.05 The Company may utilize available ad hoc assignments for modified duties.
- 22-1.06 Ad hoc assignments, except those utilized for modified duties, will be voluntary.
- 22-1.07 With the exception of modified duties, a Cabin Personnel who has been selected for an ad hoc assignment under this Article shall not be eligible for another ad hoc assignment for a period of six (6) months from the date of completion of the initial ad hoc assignment. Any exceptions to this must be approved by the Union.
- 22-1.08 With the exception of modified duties, Cabin Personnel may resign from an ad hoc assignment upon providing two (2) weeks' written notice to the Company.
- 22-1.09 Ad hoc assignments may, at the Company's discretion, be accompanied by additional compensation.
- 22-1.10 A Cabin Personnel performing an ad hoc assignment shall continue to be classified as a Cabin Crew Member or Cabin Manager, as applicable.
- 22-1.11 At no time shall ad hoc assignments become part of the scope of the bargaining unit.
- 22-1.12 On a monthly basis, the Union will be provided with a list of all new ad hoc assignments from the prior month and the names of Cabin Personnel assigned to such assignments.

## **ARTICLE 23 - COMPASSIONATE TRANSFERS**

23-1.01 A Cabin Personnel may, in exceptional circumstances and for compassionate purposes, request a temporary transfer to a base other than the base to which they are assigned. Such temporary transfer requests may be granted by the Company to a Cabin Personnel for a period of up to six (6) months.

23-1.02 Requests for compassionate transfers shall be in writing to the Union and Base Manager at the Cabin Personnel's assigned base, along with information to support the request.

23-1.03 If a transfer request is approved by the Company under this Article, conditions of the temporary transfer will be as follows:

- a) A Cabin Personnel assigned to another base in accordance with 23-1.01 above may be transferred out of seniority order.
- b) All transfers shall be done within the Cabin Personnel's classification. The purpose of a compassionate transfer is not to fill a permanent vacancy. If the classification held by the Cabin Personnel is not available in the requested base, they will be offered a different classification for which they are qualified and compensated at the applicable rate/step for that classification for the duration of the temporary transfer. Such temporary transfers shall not be used for the purposes of obtaining a promotion to a higher classification.
- c) A Cabin Personnel on compassionate transfer shall take their vacation with them to their new base. If the vacation bid period occurs during the compassionate transfer, the Cabin Personnel shall bid in their original base.
- d) The Cabin Personnel will be responsible for all costs associated with any moves.

23-1.04 If a transfer request is not approved, the Union will be provided with reasons in writing.

## **ARTICLE 24 - FILLING OF VACANCIES**

### **24-1 DETERMINING VACANCIES**

24-1.01 All staffing requirements and vacancies will be determined by the Company.

24-1.02 All relocation costs associated with the voluntary filling of positions will be at the Cabin Personnel's expense.

### **24-2 VACANCY BID**

24-2.01 The Company shall post anticipated Cabin Personnel vacancies within a base at least two (2) times a calendar year. Vacancies shall be posted for a minimum of one (1) Calendar Day longer than the longest scheduled pairing.

24-2.02 The Company will use a web-based preferential bidding system which allows a Cabin Personnel to bid on a single vacancy.

24-2.03 For each vacancy bid, Cabin Personnel will be responsible for submitting their bid for only one (1) vacancy in which they are interested. A Cabin Personnel may update or remove their bid until the published closing date and time of the bid. A Cabin Personnel who wants to remain in their current position will not be required to submit a bid.

24-2.04 A Cabin Personnel hired into a multilingual position in a base after the effective date of this Agreement shall only be considered for vacancies in another base which have the same language qualifications as their existing position.

24-2.05 Active Cabin Personnel on the Master Seniority List (MSL), upon completion of their probationary period, may be awarded a vacancy, by seniority, within their classification provided language and aircraft qualifications are met. To be considered for a vacancy, a Cabin Personnel is required to be able to assume the posted position on the anticipated effective date, which shall be determined by the Company and included in the posting.

24-2.06 A Cabin Personnel on Inactive status, or filling a term position outside of the bargaining unit, may only be awarded a vacancy in accordance with 24-2.05 above if the Cabin Personnel has a Company approved return-to-work date or a Company confirmed return-to-duty date that allows them to meet the requirements associated with the vacancy bid award. The anticipated effective date of the vacancy bid award shall be established by the Company and included in the posting.

24-2.07 Within five (5) Business Days after the vacancy bid closing date, the Company shall notify Cabin Personnel of the outcome of the award(s) electronically. Awarded bids are binding and cannot be retracted once the bid closes unless there are extraordinary circumstances outside of the control of the Cabin Personnel. Neither the Union nor the Company will be responsible or liable for a Cabin Personnel who bids incorrectly.

24-2.08 Vacant positions remaining after a vacancy bid award may be filled by the Company with candidates external to the bargaining unit.

24-2.09 The Company may cancel posted vacancies due to operational requirements. If an awarded position is cancelled due to operational requirements between the date of the vacancy bid award and the Cabin Personnel's effective date of their vacancy bid award, the Cabin Personnel shall remain at their current position.

### **24-3 POSTINGS FOR CABIN MANAGER**

24-3.01 When a Cabin Manager position at a base is posted by the Company, it will be posted for a minimum of one (1) Calendar Day longer than the longest scheduled pairing.

- 24-3.02 A Cabin Crew Member interested in applying for a Cabin Manager position may do so by submitting an application, by the time and date specified in the posting. The application will only consist of a completed application form and submission of a resume.
- 24-3.03 Applicants applying for a Cabin Manager position must have a minimum of two (2) years Company Cabin Personnel experience. Cabin Personnel who have left the bargaining unit in either a term position exceeding twenty-four (24) months or a permanent position shall be required to have a minimum of two (2) years Cabin Personnel experience following their return to the bargaining unit. The Company will select the most qualified candidate, taking into account factors such as skill, ability, active discipline, experience, and aircraft qualifications. If these factors are considered to be equal, the Company will select the most senior applicant on the Master Seniority List (MSL).
- 24-3.04 If, due to an insufficient number of qualified internal applications, a Cabin Manager position is not filled in accordance with 24-3.03 above, the Company may fill the position with qualified internal candidates who have completed their probationary period but have less than two (2) years Company Cabin Personnel experience followed by candidates external to the bargaining unit.
- 24-3.05 Any Cabin Manager deemed by the Company to be unsuitable for the Cabin Manager position within a six (6) month evaluation period, starting from the effective date of the position, will be returned to their previous position.
- 24-3.06 New Cabin Managers may, during the fourth, fifth, and sixth months of the evaluation period set out in 24-3.05 above, decide to revert to their previous position and base by providing a minimum of thirty (30) Calendar Days written notice to the Company. The return to the previous position and base will take effect on the first Day of the monthly scheduling period following the completion of the thirty (30) Calendar Day notice period. If a Cabin Manager elects to revert to their previous position, they will not be eligible to apply for another Cabin Manager position for a period of eighteen (18) months from the effective date of their return to their previous position.
- 24-3.07 Following the conclusion of the evaluation period in 24-3.05 and 24-3.06 above, a Cabin Manager may resign from their Cabin Manager position and return to the Cabin Crew Member classification in their current base upon providing four (4) months written notice to the Company. The return to the Cabin Crew Member position will take effect on the first Day of the monthly scheduling period following the completion of the four (4) month notice period. If a Cabin Manager resigns from the Cabin Manager position, they will not be eligible to apply for another Cabin Manager position for a period of eighteen (18) months from the effective date of their return to their previous position. If the Company has Cabin Manager candidates available to fill vacancies caused by Cabin Manager resignations, the four (4) month notification period may be reduced.

#### **24-4 INELIGIBILITY PERIODS**

- 24-4.01 A new hire Cabin Personnel will be ineligible to participate in the vacancy bid for the duration of their probationary period in accordance with Article 14 – Probation.
- 24-4.02 A Cabin Personnel who has been awarded a vacancy under 24-2 or 24-3 above shall be ineligible to participate in a subsequent vacancy bid or otherwise participate in a further Cabin Personnel initiated base transfer for a period of twelve (12) months following the effective date of their new base or new classification.

#### **24-5 CABIN MANAGER RECLASSIFICATIONS IN BASE**

- 24-5.01 For the purposes of mitigating staffing overages within the Cabin Manager classification at their base, the Company reserves the right to involuntarily reclassify Cabin Managers to the Cabin Crew Member classification in reverse seniority order at their base. Such reclassification shall be

effective for a minimum of one (1) monthly scheduling period. The Company shall notify the Union, in writing, of any involuntarily reclassification, as soon as practicable.

24-5.02 If a Cabin Manager is reclassified to a Cabin Crew Member classification under 24-5.01 above, they will be paid at the applicable Cabin Crew Member wage scale step based on their completed years of service as a Cabin Personnel.

24-5.03 Any Cabin Managers reclassified under 24-5.01 above shall have priority to be reinstated to their respective classifications in their base subject to operational requirements. Such reinstatements will be carried out in order of seniority.

#### **24-6 PART-TIME CABIN PERSONNEL MUTUAL BASE EXCHANGE**

24-6.01 The Company may, upon request from the Union, permit two (2) Active part-time Cabin Personnel to participate in a mutual base exchange. To qualify for a mutual base exchange, the participating Cabin Personnel must hold the same classification, language, and aircraft qualifications.

24-6.02 The report dates for each part-time Cabin Personnel following a mutual base exchange shall be determined by the Company.

24-6.03 All relocation costs associated with a mutual base exchange shall be at the participating Cabin Personnel's expense.

24-6.04 A part-time Cabin Personnel who has completed a mutual base exchange shall be ineligible to participate in a further base exchange for a period of twelve (12) months following the effective date of their new base.

## **ARTICLE 25 - LANGUAGE QUALIFICATIONS**

- 25-1.01 Cabin Personnel hired or awarded a multilingual position shall be expected to maintain their proficiency in the identified language(s) as assessed by the Company, or its agent, as a condition of employment.
- 25-1.02 The Company may schedule and/or assign up to a maximum of fifty percent (50%) of the Cabin Personnel on any pairing(s) and/or route(s) that fly outside of Canada and the United States rounded down to the nearest number, to languages other than English, unless regulations require a higher percentage.
- 25-1.03 The Company may schedule and/or assign up to a maximum of fifty percent (50%) of the Cabin Personnel on any pairing(s) and/or route(s) that fly to an airport in the Province of Quebec or City of Ottawa to French qualified Cabin Personnel, unless regulations require a higher percentage.
- 25-1.04 Multilingual Cabin Personnel who are scheduled and/or assigned to specific pairing(s) and/or route(s) as a language qualified Cabin Personnel shall only be able to trade that pairing(s) and/or route(s) with another Cabin Personnel with the same language qualification(s) within the same classification. Any trades shall be in accordance with Article 34 - Scheduling.

## ARTICLE 26 - AIRCRAFT AND COMPANY-ASSIGNED EQUIPMENT

- 26-1.01 Cabin Personnel shall be responsible to exercise reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.
- 26-1.02 No Cabin Personnel shall be required to pay damage or replacement costs for aircraft equipment that is damaged in the performance of their duties, unless relating to or arising out of any willful misconduct or gross negligence on the part of the Cabin Personnel.
- 26-1.03 If a Cabin Personnel's Company-assigned equipment is lost or damaged beyond repair, the Cabin Personnel shall pay to the Company the following fee amount(s):
- a) For a Cabin Crew Device: two-hundred and fifty dollars (\$250);
  - b) For a device protective case: one-hundred dollars (\$100); and
  - c) For a payment device: seventy-five dollars (\$75).
- NOTE: 26-1.03 b) and c) above shall be effective upon the issuance of a new version of the device protective case and payment device.**
- 26-1.04 For the purposes of 26-1.03 above, if the lost Company-assigned equipment is located and arranged to be returned to the Company in good working order within twenty-one (21) Calendar Days of the date it is reported to be lost, the Cabin Personnel will not be responsible to pay the fees specified above.
- 26-1.05 If a Cabin Personnel's Company-assigned equipment is stolen, the Company shall replace such equipment with no fee charged to the Cabin Personnel, provided the Cabin Personnel has provided the Company with a filed copy of a police report relating to the theft. If no such police report is provided to the Company within ten (10) Calendar Days of the date of the theft, the Cabin Personnel shall be responsible to pay to the Company the fee amount(s) specified for such equipment as set out in 26-1.03 above.
- 26-1.06 If a Cabin Personnel's Company-assigned Cabin Crew Device, the device protective case, and/or payment device is damaged but repairable, the Cabin Personnel shall be responsible to pay a fee to the Company of fifty dollars (\$50) for the first occurrence and seventy-five dollars (\$75) for every subsequent occurrence.
- 26-1.07 As an exception to 26-1.03, 26-1.05, and 26-1.06 above, if a Cabin Personnel's Company-assigned equipment is lost, stolen, or damaged due to their willful misconduct or gross negligence, the full replacement or repair costs of the Company-assigned equipment shall be the responsibility of the Cabin Personnel.
- 26-1.08 No Cabin Personnel shall be required to pay repair or replacement costs or the fees set out above in this Article for Company-assigned equipment suffering wear or damage from normal usage.
- 26-1.09 Any amounts payable by a Cabin Personnel pursuant to this Article shall be handled in the same manner as an overpayment in accordance with Article 42 – Pay Schedule and Pay Discrepancies.
- 26-1.10 A Cabin Personnel shall be required to immediately return all Company-assigned equipment upon the cessation of their employment with the Company or upon the Company's request. The full replacement cost of any Company-assigned equipment not returned to the Company shall be payable by the Cabin Personnel and shall be handled in the same manner as an overpayment in accordance with Article 42 – Pay Schedule and Pay Discrepancies.



## **ARTICLE 27 - PASSPORT/VISA**

- 27-1.01 All Cabin Personnel are required to have a valid passport. The Company will reimburse a Cabin Personnel for the cost of a replacement passport and passport photos once every ten (10) years for a ten (10) year passport.
- 27-1.02 If a Cabin Personnel applies for passport reimbursement then changes their name before they are eligible for another reimbursement, the Cabin Personnel is responsible for all associated fees/costs. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.
- 27-1.03 A Cabin Personnel shall use the normal service whenever possible for obtaining their passport. In the event a Cabin Personnel is unable to reasonably use the normal service to obtain a passport, the Company shall reimburse the Cabin Personnel for the "Express Service" passport acquisition fee.
- 27-1.04 In the event that a Cabin Personnel's passport is stolen while on duty or at the time of a layover, the Company shall reimburse the Cabin Personnel for the cost of a replacement passport, including passport photos, and the Cabin Personnel will be pay protected. Such reimbursement and pay protection will be conditional on the Cabin Personnel providing the Company a copy of the declaration provided to the Government of Canada confirming the passport theft.
- 27-1.05 For the purpose of carrying out their duties as a Cabin Personnel, the cost of any mandatory travel visas shall be borne by the Company.
- 27-1.06 New/changed passport information must be provided to the Company a minimum of seventy-two (72) hours prior to the Cabin Personnel's next pairing, Reserve Period, or training event.

## ARTICLE 28 - UNIFORMS

### 28-1 GENERAL

28-1.01 Where the Company changes the style, colour, or pieces of the Company-issued uniform, the Company shall bear the cost of providing replacement pieces to the Cabin Personnel.

### 28-2 UNIFORM ALLOTMENT

28-2.01 The Company shall provide an initial uniform for new-hire Cabin Personnel upon successful completion of their initial training program. The initial new-hire uniform provided shall be in accordance with published Company standards.

Upon graduation from initial training the Cabin Personnel shall receive:

- One (1) roller bag, one (1) satchel and one (1) lunch bag

The initial new-hire uniform items available include the following pieces:

- Any three (3) of these items: pants, skirts, or dresses
- Any four (4) of these items: long or short sleeve shirts only issued with pants and skirts
  - The allotment of shirts will be reduced by one (1) for each dress selected.
- Belt (1)
- Blazer (1)
- Vest (1), for Cabin Personnel wearing male cut shirts
- Neckwear (2)
- Outer coat (1)
- Name brevet (2)
- Apron (1)

Additional uniform pieces may be purchased at the Cabin Personnel's expense.

28-2.02 As required and upon request, the Company will provide a pregnant Cabin Personnel with a new maternity uniform.

### 28-3 UNIFORM REPLACEMENT

28-3.01 On January 1, the Company shall provide a uniform credit of three hundred and fifty dollars (\$350) to each Active Cabin Personnel each year.

28-3.02 This credit shall be used towards the purchase of Company-issued uniform pieces each year. Any unused credits remaining on December 31 each year will carry over up to a maximum of seven hundred and seventy-five dollars (\$775).

28-3.03 In the event a new uniform is issued to Cabin Personnel by the Company, each Cabin Personnel's uniform carry over balance shall be reset to two hundred dollars (\$200) and the uniform credit allotment for the following year will be prorated based on the number of full monthly scheduling periods remaining in the current year following the issue date of the new uniform.

28-3.04 In the event the initial new hire uniform allotment (i.e. kit) as described in 28-2.01 above, as a whole, is more costly than the current initial new hire uniform allotment, the Parties agree to negotiate both the annual uniform replacement credit in 28-3.01 above and the maximum carry over amount in 28-3.02 above at least sixty (60) Calendar Days prior to the roll-out of new uniforms.

- 28-3.05 In the event a Cabin Personnel has exhausted their uniform credit allotment and requires new pieces, the Company shall, in extenuating circumstances, provide the necessary pieces at its discretion. These requests shall not be unreasonably denied.
- 28-3.06 The Company will replace one (1) roller bag and one (1) satchel every thirty-six (36) months and one (1) lunch bag every twenty-four (24) months, based on normal wear and tear and at the Cabin Personnel's request.
- 28-3.07 The Company shall pay all standard shipping costs to the Cabin Personnel's Designated Primary Residence two (2) times a calendar year.
- 28-3.08 Cabin Personnel will receive a uniform maintenance allowance of fifty dollars (\$50) for every eighty (80) actual Block Hours flown. The uniform maintenance allowance will be paid as sixty-two and one-half cents (\$0.625) per actual Block Hour flown. The actual time spent holding airport standby reserve or performing modified duties in uniform shall be considered actual Block Hours flown for the purposes of this uniform maintenance allowance. **NOTE: Effective the first full monthly scheduling period following the ratification of this Agreement**

#### **28-4 UNIFORM STANDARDS**

- 28-4.01 Uniforms shall be maintained according to standards determined by the Company.
- 28-4.02 The Cabin Personnel shall be allowed to have one (1) CUPE luggage tag attached to each piece of luggage (e.g. roller bag, satchel, lunch bag) and one (1) small CUPE pin on their outer coat only. Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.

#### **28-5 DELAYED BAGGAGE**

- 28-5.01 In the event that a Cabin Personnel's check-in baggage is delayed, the Cabin Personnel shall contact the Inflight On Call Leaders to address the need to purchase basic necessities. An expense claim with supporting receipts must be submitted for reimbursement.

#### **28-6 LOSS/THEFT OF LUGGAGE**

- 28-6.01 The Company will compensate the Cabin Personnel for the permanent loss/theft of luggage and its contents, up to a maximum of seven hundred and fifty dollars (\$750), when such loss/theft occurs while the Cabin Personnel is on duty or at the time of a layover. This amount shall not include the cost of replacing luggage. An expense claim with supporting receipts and a copy of the police report in cases of theft must be submitted.

## **ARTICLE 29 - DISCIPLINE, SUSPENSIONS AND TERMINATIONS**

### **29-1 GENERAL**

- 29-1.01 No Cabin Personnel who has completed their probationary period shall be disciplined or terminated without just cause.
- 29-1.02 Any Cabin Personnel who has been disciplined may file a grievance in accordance with this Agreement pursuant to Article 30 - Grievance Procedure.
- 29-1.03 A Cabin Personnel will be notified of the reason or incident under investigation except where doing so may reasonably compromise the investigation.
- 29-1.04 The Cabin Personnel will have the right to request the presence of a Union representative at any meeting that may lead to discipline and any meeting where discipline is issued. Should a Union representative not be available, the Company will consider any reasonable request by the Union for an extension to obtain one. Any Union request for an extension will not be unreasonably denied.
- 29-1.05 In the event that discipline is modified through either the grievance or arbitration procedures, the original letter shall be removed and be replaced with the modified letter, applicable on the original date of discipline, where the Cabin Personnel is not completely exonerated.

### **29-2 OFF PENDING INVESTIGATION**

- 29-2.01 Where disciplinary action is contemplated, the Cabin Personnel involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits or seniority, to provide the Company with sufficient time to investigate.
- 29-2.02 No later than twenty-four (24) hours after a Cabin Personnel is held out of service pending investigation, the Company will advise the Cabin Personnel, in writing, of the reason for the Company's decision to hold them out of service.
- 29-2.03 During the period a Cabin Personnel is off pending investigation, the Cabin Personnel shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.
- 29-2.04 A Cabin Personnel who is off pending investigation shall be entitled to bid for vacancies, monthly schedules and vacations so that if and when returned to duty, the Cabin Personnel shall resume their duties to which they are entitled.
- 29-2.05 Any off pending investigation is not considered as discipline and shall not form part of the Cabin Personnel's personnel file.

### **29-3 INVESTIGATIVE AND DISCIPLINARY MEETINGS**

- 29-3.01 Any meeting or hearing shall be held at the Cabin Personnel's base unless the Company determines that circumstances warrant a different location, video conference or teleconference. Meetings that may result in discipline or termination shall be held in person unless the Company and Union agree otherwise.
- 29-3.02 Where Cabin Personnel are required by the Company to attend a meeting to act as a witness to an investigation, held during a Cabin Personnel's duty period, the Cabin Personnel shall be given time off and credited in accordance with their regular scheduled duty for such meeting.  
  
The Company will only remove a Cabin Personnel, who is acting as a witness, from a duty period when the Company has been unable to schedule a meeting in a reasonable time period.  
  
A Cabin Personnel who is required by the Company to act as a witness to an investigation on a Day Off shall be paid but not credited the greater of one point six nine (1.69) hours or fifty percent (50%) of the actual meeting time, unless the meeting occurs before or after a duty period on that Day.

The Company will make reasonable efforts to schedule witness meetings prior to the Report Time or after the Release Time of a Cabin Personnel's pairing.

29-3.03 Once an investigation is complete, the Company will notify the Cabin Personnel of the outcome.

29-3.04 When disciplinary action is taken, the Cabin Personnel will be notified in writing, with a copy to the Union, stating the reason(s) for and the actions to be taken.

29-3.05 Notwithstanding any provision, the Company may use non-disciplinary letters of expectation to correct a Cabin Personnel's conduct.

#### **29-4 PROGRESSIVE DISCIPLINE**

29-4.01 The Parties agree that disciplinary actions will be corrective and not punitive in nature.

29-4.02 Discipline will follow the principle of progressive discipline.

29-4.03 Depending on the infraction, one or more disciplinary steps may be bypassed, or repeated. This is determined by assessing the severity, previous incidents, intent, and other relevant factors on a case-by-case basis.

29-4.04 The Company shall not rely on any expired discipline for the purposes of progressive discipline, promotions and/or transfers.

#### **29-5 DISCIPLINARY DOCUMENTS**

29-5.01 Discipline will remain active for twenty-four (24) months of active employment from the date of issuance. The Company shall not rely on any previous discipline after twenty-four (24) months of Active employment from the date of issuance provided there has been no further discipline issued.

## **ARTICLE 30 - GRIEVANCE PROCEDURE**

### **30-1 GENERAL**

- 30-1.01 It is the desire of both Parties to this Agreement that disputes be settled as promptly as possible.
- 30-1.02 For the purpose of this Article and throughout this Agreement, the term "grievance" means a dispute with regard to the interpretation, application, administration or alleged violation of this Agreement.
- 30-1.03 A grievance for a Cabin Personnel ("Individual Grievance") or a grievance for a group of Cabin Personnel dealing with the same issue ("Group Grievance") shall be initiated by the Union at Step I of the grievance procedure.
- 30-1.04 A "Policy Grievance" is, by its nature, a grievance that cannot be grieved by an individual Cabin Personnel or a group of Cabin Personnel. A Policy grievance shall be initiated by the Union at Step II of the grievance procedure.
- 30-1.05 A "Company Grievance" arising directly between the Company and the Union shall be initiated by the Company at Step II of the grievance procedure.
- 30-1.06 A grievance concerning the dismissal of a Cabin Personnel may be initiated by the Union at Step II of the grievance procedure.
- 30-1.07 Either the Company or the Union may file a grievance pursuant to this Article.
- 30-1.08 Grievance hearings may be held in person, or by teleconference or by video conference.
- 30-1.09 A Cabin Personnel will not be required by the Company to attend a grievance meeting.
- 30-1.10 Steps of the grievance procedure may be skipped, or combined, by mutual written agreement between the Company and the Union.

### **30-2 INFORMAL DISCUSSION**

- 30-2.01 Prior to filing a grievance, a Cabin Personnel having concerns shall first discuss such concern with the Development and Performance Manager, who will make every effort to promptly resolve the concern.

### **30-3 GRIEVANCE PROCEDURE**

#### **30-3.01 Filing a Grievance**

Grievances shall be submitted in writing to the Base Manager and the Labour Relations designate and include the following:

- a) The name(s) of the grievor(s);
- b) The type of grievance (Individual, Group, or Policy);
- c) The nature of the grievance, including the date;
- d) A summary of the circumstances giving rise to the grievance;
- e) The Article(s) in this Agreement that are alleged to have been violated; and,
- f) The remedy sought.

- 30-3.02 The Company shall not be required to consider any grievance which has not been filed within a period of thirty (30) Calendar Days after the Cabin Personnel would reasonably have knowledge of the incident giving rise to the grievance.
- 30-3.03 Time limits, may be waived, combined, or extended by mutual written agreement between the Company and the Union.
- 30-3.04 If a grievance is not submitted to the next step by the Union within the prescribed time limits or the mutually agreed upon time limits the grievance will be deemed to be abandoned. If the Company does not hold a grievance hearing or issue a written reply to the grievance within the

prescribed time limits or the mutually agreed upon time limits the grievance will proceed to the next step of the grievance procedure.

### **30-4 GRIEVANCE STEPS**

There are three (3) steps in the grievance procedure:

#### **Step I**

30-4.01 Heard by Base Manager, or designate, and the People Relations representative, or designate.

30-4.02 A hearing will be held by the Company within fourteen (14) Calendar Days after the grievance has been received (Step I).

30-4.03 A decision must be rendered within fourteen (14) Calendar Days of the hearing, and the parties concerned must be given written notification thereof. Should the Union disagree with the decision, it may appeal at Step II of the procedure within fourteen (14) Calendar Days of receiving the decision.

#### **Step II**

30-4.04 Heard by Director of Inflight, or designate, and the Labour Relations representative, or designate.

30-4.05 After receiving notice from the Union to advance the grievance to Step II, a hearing will be held by the Company within fourteen (14) Calendar Days.

30-4.06 A decision must be rendered within fourteen (14) Calendar Days of the hearing, and the parties concerned must be given written notification thereof.

#### **Step III**

30-4.07 If no satisfactory settlement is obtained at Step II, either party may then initiate the arbitration procedure, in accordance with Article 31 - Arbitration, within thirty (30) Calendar Days of receiving the Step II decision.

### **30-5 UNION REPRESENTATION**

30-5.01 The Company will recognize Union representatives appointed or elected by the Union to represent Cabin Personnel during the grievance procedure.

## ARTICLE 31 - ARBITRATION

### 31-1 ARBITRATION PROCESS

31-1.01 Pursuant to Article 30 - Grievance Procedure of this Agreement, when a notice of intent to proceed to arbitration is received, the Parties shall jointly select an arbitrator within thirty (30) Calendar Days.

### 31-2 ARBITRATOR'S JURISDICTION

31-2.01 The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.

31-2.02 The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

### 31-3 UNION WITNESS(ES) AND REPRESENTATIVE(S)

31-3.01 At any hearing(s) held throughout the arbitration procedures, all Union witnesses and representatives who are employees of the Company shall be given time off without loss of pay, with the lost wages invoiced to the Union in accordance with Article 11 – Union Flight Release.

### 31-4 ARBITRATOR'S DECISION

31-4.01 The decision of the arbitrator shall be binding on all parties.

### 31-5 ARBITRATION COST

31-5.01 The compensation of the arbitrator, expenses incurred by the arbitrator, and costs associated with the arbitration facilities shall be borne equally by the Company and the Union.



## ARTICLE 32 - HEALTH AND SAFETY

### 32-1 GENERAL

32-1.01 The Company and the Union recognize that occupational health and safety is a shared concern and agree to promote safe practices to ensure the health and safety of Cabin Personnel, and to establish health and safety committees, in accordance with Part II of the *Canada Labour Code*.

### 32-2 WORKPLACE AND POLICY HEALTH AND SAFETY COMMITTEES

32-2.01 There shall be a Policy Health and Safety Committee and a Workplace Health and Safety Committee. These Committees shall perform duties outlined in Part II of the Canada Labour Code.

32-2.02 The Policy Health and Safety Committee shall consist of a minimum of one (1) Union representative. The Workplace Health and Safety Committee shall consist of two (2) Union representatives from each base.

32-2.03 The Union shall select and appoint the members that will represent interests of Cabin Personnel to the Policy Health and Safety Committee and the Workplace Health and Safety Committee.

32-2.04 Any member represented by the Union may contact a Union representative on the Policy or Workplace Health and Safety Committee with health and safety concerns.

### 32-3 COMMITTEE RELEASE AND COMPENSATION

32-3.01 Cabin Personnel appointed to the Workplace Health and Safety Committee shall each be provided four (4) Days of paid release per monthly scheduling period to perform all their duties on the Workplace Health and Safety Committee. A Cabin Personnel who is a Co-Chair on the Workplace Health and Safety Committee shall be provided one (1) additional Day of paid release per monthly scheduling period. One Day of release shall be credited at four and one-half (4.5) Credit Hours. Additional release Days may be scheduled with the mutual agreement of the Co-Chairs of the committee.

32-3.02 The Cabin Personnel appointed to the Policy Health and Safety Committee shall be provided with six (6) Days of paid release per year to perform all their duties on the Policy Health and Safety Committee. One Day of release shall be credited at four and one-half (4.5) Credit Hours. Additional release Days may be scheduled with the mutual agreement of the Co-Chairs of the committee.

### 32-4 MEETING TRAVEL AND ACCOMMODATIONS

32-4.01 When a Cabin Personnel on the Workplace or Policy Health and Safety Committee is required to travel to perform health and safety related duties approved by the Company, they shall be entitled to free positive space travel per the Business Travel – Positive Space Policy between the Cabin Personnel's base and the location of the duties.

32-4.02 The Company shall provide hotel accommodations and per diem for time spent away from the Cabin Personnel's base.

### 32-5 HEALTH AND SAFETY TRAINING

32-5.01 Cabin Personnel on the Workplace Health and Safety Committee may propose health and safety content to the Company for consideration in the Inflight annual recurrent training program.

**32-6 WORK LOCATION**

32-6.01 Cabin Personnel on the Policy Health and Safety Committee and the Workplace Health and Safety Committee may perform their duties away from their base upon mutual agreement of the Co-Chairs on their committee.

**32-7 AD HOC AND EMERGENCY HEALTH AND SAFETY RELEASE**

32-7.01 Workplace Health and Safety committee members shall not suffer from a loss of Credit Hours as the result of performing ad hoc health and safety duties requested by the Company or as required by a Federal Health and Safety Officer.

**32-8 POST-CRITICAL INCIDENT CREW SUPPORT**

32-8.01 The Company and Union acknowledge that Cabin Personnel may experience incidents during the course of their duties that may have an adverse psychological effect on them. The Company shall develop a program, in consultation with the Workplace Health and Safety Committee, to support Cabin Personnel who may experience such incidents. The development of the program shall commence no later than sixty (60) Calendar Days upon ratification of this Agreement.

**32-9 AVIATION ACCIDENT SUPPORT**

32-9.01 The Company acknowledges that the Airline Division of the Union has an emergency response deployment team. When allowed by an investigating external agency, the Union may deploy this team for purposes of providing support and representation to Cabin Personnel involved in an aviation accident, as defined by the Transportation Safety Board of Canada. The Union and the emergency response team shall not interfere with or obstruct any internal or external investigation.

32-9.02 The Company shall in no way be expected to cover the costs related to the activities of the emergency response team.

## **ARTICLE 33 - HOSTAGE, INTERNMENT, OR DEATH**

### **33-1 PRISONER OF WAR, HOSTAGE, HIJACK, INTERNMENT, OR MISSING**

33-1.01 Unless due to the Cabin Personnel's unlawful activities, or negligence, a Cabin Personnel who, while engaged in the Company's operations (to include any time spent on a layover), is captured, imprisoned, interned, held hostage, or goes missing will be paid their minimum monthly pay guarantee or an average of the previous three (3) months' Credit Hours worked, including any Credit Hours paid at overtime/premium, whichever is greater, in accordance with 33-1.02 below, until they are released or located, confirmed to have died, or are legally deemed to have died. If the Cabin Personnel has not been released or located, confirmed to have died, or been legally deemed to have died after twelve (12) months following the date their disappearance is first reported to the appropriate authorities, the above described payments to the Cabin Personnel shall be discontinued by the Company.

33-1.02 Any payments provided by the Company to a Cabin Personnel under 33-1.01 above will be direct deposited into the Cabin Personnel's bank account or otherwise disbursed in accordance with the Cabin Personnel's written instructions. A Cabin Personnel may issue such instructions using a designated beneficiary form, which will be made available on the Cabin Crew Device.

33-1.03 A Cabin Personnel will not lose any pay as a result of the unlawful seizure of any aircraft to which they were assigned on either an operational or Deadhead basis.

### **33-2 DEATH WHILE ENGAGED IN COMPANY OPERATIONS**

33-2.01 Unless due to the Cabin Personnel's unlawful activities, or negligence, if a Cabin Personnel dies while engaged in the Company's operations (to include any time spent on a layover) and there is no applicable third (3<sup>rd</sup>) party coverage available, the Company will pay the transportation costs and will assume responsibility for transporting the Cabin Personnel's remains back to a destination where Company cargo services are offered, as designated by their beneficiary.

## ARTICLE 34 - SCHEDULING

### 34-1 MONTHLY SCHEDULE CONSTRUCTION AND BIDDING

**NOTE: Effective no later than fourteen (14) months following the ratification of this Agreement**

34-1.01 The Company will construct monthly schedules for Cabin Personnel.

34-1.02 Cabin Personnel may submit a monthly bid, using the Preferential Bidding System (PBS), to ensure their preferences are known. All schedules will be awarded or assigned by a seniority-based model and subject to the Company's language requirements, classification, and aircraft qualifications. In the event a Cabin Personnel fails to submit a bid, the assignment of their schedule will be at the discretion of the Company.

34-1.03 Bidding options shall include:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) Pairing length;
- d) Flight destination(s);
- e) Layover location;
- f) Red-eye pairings;
- g) Specific Day(s) Off;
- h) Days Off between work periods;
- i) Minimum home base rest;
- j) Pairing starts with Deadhead arriving at;
- k) Pairing ends with Deadhead departing from;
- l) "Avoid" option for other bidding options on this list; and
- m) Any additional bidding option(s) identified and mutually agreed upon by the Union and the Company.

### 34-2 RELEASE OF SCHEDULES

**NOTE: Effective no later than fourteen (14) months following the ratification of this Agreement**

34-2.01 The Company will apply the following procedures for releasing monthly schedules:

Day of Month	Event
9	The Company will publish the monthly electronic bid packages by 0900 MT. These shall be considered the final bid packages for the monthly bidding period.
12	Bidding period for the following month will close by 0900 MT.
21	Schedules for the following month will be released no later than 1900 MT.

34-2.02 In the event that a Cabin Personnel wants to address concerns with their issued monthly schedule, they will notify a Union representative on the Scheduling Review Committee within seventy-two (72) hours of schedule release to review and respond.

34-2.03 If a dispute is regarding a specific Day Off and deemed valid by the Scheduling Review Committee prior to the commencement of the disputed pairing, the Company will resolve the issue. Such resolution, which will be determined by the Company, may include:

- a modification or removal of the pairing to restore the Day(s) Off with pay protection for the original pairing credit; or

- the Cabin Personnel will receive premium pay of one and one half (1.5) times the rate of pay for the Credit Hours worked on the Day(s) Off should the Company determine that the pairing will continue.

### **34-3 MONTHLY SCHEDULING WINDOW**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-3.01 Full-time Cabin Personnel will be scheduled between eighty (80) Credit Hours and ninety (90) Credit Hours per monthly scheduling period.

34-3.02 Part-time Cabin Personnel will be scheduled between fifty (50) Credit Hours and sixty-five (65) Credit Hours per monthly scheduling period.

### **34-4 MONTHLY SCHEDULING PERIODS**

34-4.01 There will be twelve (12) monthly scheduling periods in a year:

- a) 01 January – 30 January
- b) 31 January – 01 March (exception: leap years, 31 January – 29 February)
- c) 02 March – 31 March (exception: leap years, 01 March – 31 March)
- d) 01 April – 30 April
- e) 01 May – 31 May
- f) 01 June – 30 June
- g) 01 July – 31 July
- h) 01 August – 31 August
- i) 01 September – 30 September
- j) 01 October – 31 October
- k) 01 November – 30 November
- l) 01 December – 31 December

### **34-5 MINIMUM DAYS OFF**

**NOTE: 34-5.01 and 34-5.02 are effective for the first full monthly scheduling period which commences twelve (12) months following the effective date of this Agreement.**

34-5.01 Full-time Cabin Personnel will be scheduled a minimum of twelve (12) Days Off per monthly scheduling period.

34-5.02 Part-time Cabin Personnel will be scheduled a minimum of sixteen (16) Days Off per monthly scheduling period.

34-5.03 When a Cabin Personnel is Inactive for one (1) or more Days in a monthly scheduling period, the minimum Days Off in 34-5.01 and 34-5.02 above and the minimum monthly pay guarantee (MMG) in Article 41 – Pay Administration will both be pro-rated based on the number of Days in the monthly scheduling period that the Cabin Personnel is Active.

### **34-6 PAIRING LENGTH AND SECTORS**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-6.01 Crew Planning will build pairings that are no greater than six (6) consecutive Days in length unless mutually agreed to between the Union and the Company.

34-6.02 The maximum number of scheduled sectors (including Deadheads) in any duty period will be limited to five (5). Taxi sectors do not count towards the maximum number of sectors. Crew Scheduling may add a sixth (6th) sector if it is a Deadhead to position the Cabin Personnel back to their base or Domicile at the end of the pairing.

### **34-7 MAXIMUM CONSECUTIVE DAYS ON DUTY**

34-7.01 Crew Planning may only schedule Cabin Personnel for duty to a maximum of six (6) consecutive Days in their planned schedule unless mutually agreed to between the Union and the Company.

After six (6) consecutive Days of originally scheduled duty, a Cabin Personnel must have a Scheduling Day free from duty in their base.

34-7.02 The maximum consecutive Days on duty as outlined in 34-7.01 above may be voluntarily extended to a maximum of seven (7) consecutive Days by the Cabin Personnel through Shift Trade. After seven (7) consecutive Days on duty, the Cabin Personnel must have a scheduled rest period of twenty-four (24) hours.

**34-8 MAXIMUM MONTHLY CREDIT HOURS**

34-8.01 A Cabin Personnel is subject to a maximum of one hundred and twenty-five (125) Credit Hours per monthly scheduling period, including Credit Hours associated with approved absences. Maximum hours may only be exceeded due to operational requirements such as delays, IROPs, reassignments, and assigned reserve flying.

**34-9 DUTY PERIOD CALCULATION**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-9.01 Duty periods are calculated from the Cabin Personnel’s Report Time to their Release Time.

34-9.02 A Cabin Personnel’s Report Time shall be:

Aircraft Type	Operating first leg of duty period	Deadhead first leg of duty period
Narrow-body	60 minutes prior to departure	45 minutes prior to departure
Wide-body	75 minutes prior to departure	45 minutes prior to departure

34-9.03 A Cabin Personnel’s Release Time shall be fifteen (15) minutes after the actual arrival time of the last flight of their duty period.

34-9.04 The Report Time and Release Time for a Company assigned Non-Pairing Activity (e.g. meeting, training event) shall be based on the scheduled start and end time of the activity.

**34-10 MAXIMUM PLANNED DUTY PERIODS**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-10.01 The Company will not schedule any duty periods exceeding the following maximums in a Cabin Personnel’s schedule.

Aircraft Type	Flight Segments in Duty Period		
	1	2	3 or more
Narrow-body	14 Hours	14 Hours	14 Hours
Wide-body – Without Crew Bunk Facility	16 Hours	14 Hours	14 Hours
Wide-body – With Crew Bunk Facility	19.5 Hours	18 Hours	14 Hours

**34-11 EXTENSION OF DUTY PERIODS**

34-11.01 Under no circumstance shall duty periods exceed:

- a) Narrow-body – Seventeen (17) hours
- b) Wide-body – (Without Crew Bunk Facility) - Seventeen (17) hours
- c) Wide-body – (With Crew Bunk Facility) – Twenty and one half (20.5) hours

- 34-11.02 In the event of delay or IROP, the Company may require a Cabin Personnel working on a narrow-body aircraft to extend their duty period to a maximum of two (2) hours beyond the maximum planned duty period outlined in 34-10.01 above.
- 34-11.03 In the event of delay or IROP, the Company may require a Cabin Personnel working on a wide-body aircraft to extend their duty period to a maximum of one (1) hour beyond the maximum planned duty period outlined in 34-10.01 above with the exception of a wide-body aircraft with crew bunk facility on a one-segment duty period. For clarity, a Cabin Personnel operating on a wide-body aircraft with crew bunk facility on a one-segment duty period shall not be extended without consent.
- 34-11.04 Any duty period extension beyond the maximum listed in 34-11.02 and 34-11.03 above requires the consent of the Cabin Personnel.
- 34-11.05 When the last leg of a duty period is a Deadhead to the Cabin Personnel's base at the end of a pairing, the maximum planned duty periods outlined in 34-10.01 above may be increased by three (3) hours for that duty period with consent of the Cabin Personnel.
- 34-11.06 A Cabin Personnel who completes a duty period longer than the applicable maximum planned duty period outlined in 34-10.01 above will be entitled to extended duty period pay outlined in the table below, unless the extension to the duty period is the result of a personal pairing modification.

Length of Completed Duty Period Extension (in minutes)	Extended Duty Period Premium
1 – 60	\$200
61 – 120	\$400
Any voluntary extension in accordance with 34-11.04 above	\$800

**NOTE: The amounts listed in the table above are not cumulative.**

### **34-12 INFLIGHT CREW REST**

- 34-12.01 On any flight blocked greater than four (4) hours, the Company will designate up to three (3) Economy class seats as "last sold" for crew rest purposes. These seats will be "soft blocked" within the last row in the Economy cabin. Priority for "soft block" seats will be for confirmed guests and standby travelers. If a flight is fully booked, "soft blocked" crew rest seats will not be available for that flight sector.
- 34-12.02 The Company will "hard block" seats for inflight crew rest purposes on flights blocked greater than eight (8) hours for any aircraft without a designated onboard crew bunk facility. These seats will be located within the last row of the Economy cabin. Three (3) Economy seats will be blocked on single and dual aisle aircraft with the exception of the B767 aircraft where two (2) Economy seats will be blocked. On such flights, 34-12.01 above shall not apply.
- 34-12.03 On any wide-body aircraft with a designated onboard crew bunk facility, Cabin Personnel will utilize the facility for inflight crew rest purposes on any flight blocked greater than eight (8) hours. On such aircraft, seats will not be "soft blocked" or "hard blocked" for crew rest purposes.
- 34-12.04 On any flight blocked greater than eight (8) hours and up to eleven and one half (11.5) hours, each Cabin Personnel will receive inflight crew rest of one (1) hour.
- 34-12.05 On any flight blocked greater than eleven and one half (11.5) hours and up to fourteen (14) hours, each Cabin Personnel will receive inflight crew rest of two (2) hours.
- 34-12.06 On any flight blocked greater than fourteen (14) hours and up to sixteen (16) hours, each Cabin Personnel will receive inflight crew rest of three and one half (3.5) hours.

- 34-12.07 On any flight blocked greater than sixteen (16) hours, each Cabin Personnel will receive inflight crew rest of four (4) hours.
- 34-12.08 As a limited exception to 34-12.03 above, on any wide-body aircraft with a designated onboard crew bunk facility with a planned duty period greater than fourteen (14) hours which contains two (2) flight segments, each Cabin Personnel may, for a total of one (1) hour within the duty period, utilize the facility for inflight crew rest.
- 34-12.09 In the event a wide-body duty period is voluntarily extended beyond nineteen and one half (19.5) hours, each Cabin Personnel will be entitled to additional inflight crew rest beyond the amount specified in 34-12.07 above equal to the duration of the duty period extension.
- 34-12.10 If the onboard crew bunk facility is deemed INOP by the Company prior to flight departure on any flight blocked over eight (8) hours, the Company will provide four (4) Premium cabin seats, provided no guests are downgraded to a lower class of cabin. In such circumstances, the Company will make reasonable efforts to provide consecutive Premium cabin seats. If Premium cabin seats are not available, a minimum of two (2) rows of three (3) Economy seats shall be made available for inflight crew rest purposes. These seats will be located within the last two (2) rows in the Economy cabin.

### **34-13 MINIMUM REST AT BASE**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-13.01 A Cabin Personnel shall be scheduled a minimum of twelve (12) hours rest at base between pairings and/or Company assigned Non-Pairing Activities calculated from Release Time to Report Time.
- 34-13.02 A Cabin Personnel will not be awarded or assigned two (2) pairings on the same Scheduling Day.
- 34-13.03 In the event of a delay or IROP, and with consent of the Cabin Personnel, minimum rest at base may be reduced to ten and one half (10.5) hours between pairings and/or Company assigned Non-Pairing Activities calculated from Release Time to Report Time.
- 34-13.04 When a Cabin Personnel is aware that they will not receive the minimum rest indicated in 34-13.01 above, the Cabin Personnel shall advise Crew Scheduling. The Company will assign the Cabin Personnel a delayed Report Time, a reassignment, and/or return to duty (RTD) reserve.

### **34-14 MINIMUM REST AWAY FROM BASE**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-14.01 A Cabin Personnel shall be scheduled a minimum of ten and one half (10.5) hours rest between duty periods calculated from Release Time to Report Time.
- 34-14.02 For planned duty periods exceeding twelve (12) hours, a Cabin Personnel will be scheduled a minimum of twelve (12) hours rest between duty periods calculated from Release Time to Report Time.
- 34-14.03 For planned duty periods exceeding fourteen (14) hours, a Cabin Personnel will be scheduled a minimum period of rest that equals or exceeds the length of the preceding duty period.
- 34-14.04 Following a North American Red-eye Duty Period, a Cabin Personnel will be provided with a planned minimum rest period of twelve (12) hours. If the following duty period is a Deadhead-only duty period to return the Cabin Personnel to their base at the end of the pairing, the planned minimum rest period will be ten and one half (10.5) hours.
- 34-14.05 Following an Intercontinental duty period, which is not a Red-eye Flight, a Cabin Personnel will be provided with a planned minimum rest period of twelve (12) hours.
- 34-14.06 A pairing that has a North American Red-eye Duty Period followed by a Morning Duty Period shall be planned to have a minimum of twenty-two (22) hours rest prior to the Morning Duty



Period and can only contain one additional duty period. The additional duty period can be a maximum of ten (10) hours long and cannot have more than two (2) flight sectors.

34-14.07 A pairing that has an Intercontinental Red-eye Duty Period followed by a Morning Duty Period shall be planned to have a minimum of twenty-two (22) hours rest prior to the Morning Duty Period.

34-14.08 A pairing which contains a Morning Duty Period followed by a Red-eye Duty Period shall be planned to have a minimum of twenty-two (22) hours rest prior to the Red-eye Duty Period.

34-14.09 In the event of a delay or IROP, minimum rest between duty periods may only be modified as follows,

- a) For duty periods outlined in 34-14.01 above, rest may be reduced to a minimum of nine (9) hours from hotel check-in "lobby-to-lobby, key-in-hand".
- b) For duty periods outlined in 34-14.02 above, rest may be reduced to a minimum of ten and one-half (10.5) hours from hotel check-in "lobby-to-lobby, key-in-hand".
- c) For duty periods outlined in 34-14.01 and 34-14.02 above, when a Cabin Personnel's duty period exceeds the maximum planned duty periods in 34-10.01 above, the minimum rest period will be ten and one half (10.5) hours plus an amount equal to the length of the duty period extension from hotel check-in "lobby-to-lobby, key in hand".
- d) For duty periods outlined in 34-14.03 above, minimum rest will be equal to the length of the preceding duty period calculated from Release Time to Report Time.
- e) For duty periods outlined in 34-14.04 or 34-14.05 above, if a Cabin Personnel's duty period exceeds the maximum planned duty periods in 34-10.01 above, the minimum rest period will be equal to the planned rest outlined in 34-14.04 or 34-14.05 above, as applicable, plus an amount equal to the length of the duty period extension calculated from Release Time to Report Time.

A Cabin Personnel may voluntarily accept less than the minimum rest outlined in 34-14.09 b), c), and d) above permitted the Cabin Personnel receives a minimum of (9) hours rest from hotel check-in "lobby-to-lobby, key in hand".

34-14.10 For North American operations, in the event of a delay or IROP the minimum rest between duty periods outlined in 34-14.06 and 34-14.08 above may be reduced to twelve (12) hours calculated from Release Time to Report Time

34-14.11 For Intercontinental operations, in the event of a delay or IROP the minimum rest between duty periods outlined in 35-14.07 and 35-14.08 above may be reduced to eighteen (18) hours calculated from Release Time to Report Time

34-14.12 Should minimum crew rest be interrupted either by the Company or by a significant disruption at the layover hotel (e.g. fire, flood, alarm, evacuation) during a layover, the Cabin Personnel can request to have the remaining rest period increased to nine (9) hours if the remaining rest period is less than nine (9) hours at the conclusion of the interruption.

34-14.13 When a Cabin Personnel is aware that they will not receive the minimum rest indicated in 34-14.09, 34-14.10, or 34-14.11 above, the Cabin Personnel shall advise Crew Scheduling. The Company may assign the Cabin Personnel a delayed Report Time, a reassignment, and/or RTD reserve.

#### **34-15 RED-EYE SCHEDULING PARAMETERS**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-15.01 Crew Planning shall schedule no activity for thirty-six (36) hours following an Intercontinental red-eye pairing and twenty-four (24) hours following a North American red-eye pairing.

34-15.02 There can be no more than three (3) consecutive Red-eye Duty Periods within a pairing or Reserve Block.

#### **34-16 NOTIFICATION OF A DELAY AT BASE PRIOR TO PAIRING REPORT**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-16.01 When a delay becomes known to the Company prior to the Cabin Personnel's Report Time, the Company shall notify the Cabin Personnel of the delay. The Company will not call the Cabin Personnel within twelve (12) hours of the Release Time of the previous duty period.

34-16.02 When the Company notifies the Cabin Personnel at least two (2) hours prior to the Cabin Personnel's originally scheduled Report Time, the Report Time will be adjusted in accordance with 34-9.02 above based on the revised flight departure time to a maximum of three (3) hours.

34-16.03 When the Company notifies the Cabin Personnel less than two (2) hours prior to the Cabin Personnel's originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.

34-16.04 Contacting a Cabin Personnel within the time parameters outlined in 34-16.01 to 34-16.03 will not be considered a disruption of rest.

34-16.05 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **34-17 NOTIFICATION OF A DELAY AWAY FROM BASE DURING A LAYOVER**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-17.01 Where a Cabin Personnel is away from base and a delay becomes known to the Company prior to the Cabin Personnel's Report Time, the Company shall notify the Cabin Personnel of the delay. The Company will not call the Cabin Personnel within ten and one half (10.5) hours of the Release Time of the previous duty period.

34-17.02 When contacting a Cabin Personnel in accordance with 34-17.01 above, the Company will not call the Cabin Personnel earlier than one and one half (1.5) hours prior to the originally scheduled Report Time.

34-17.03 When the Company calls the Cabin Personnel between one and one half (1.5) hours prior to the originally scheduled Report Time and no later than forty-five (45) minutes prior to the originally scheduled Report Time, the Report Time shall be adjusted in accordance with 34-9.02 above based on the revised flight departure time to a maximum of three (3) hours after the originally scheduled Report Time.

34-17.04 When the Company calls the Cabin Personnel less than forty-five (45) minutes prior to the originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.

34-17.05 Contacting a Cabin Personnel within the time parameters outlined in 34-17.01 to 34-17.04 above will not be considered a disruption of rest.

34-17.06 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **34-18 REASSIGNMENT**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-18.01 The Company may reassign a Cabin Personnel to an alternate flight(s), a different classification, a different aircraft type, activate a Cabin Personnel on a Deadhead flight(s), or place the Cabin Personnel on RTD reserve, as operationally required. Reassignments shall be assigned by reverse seniority of the Cabin Personnel on the pairing subject to language, classification, and aircraft qualifications.

34-18.02 A Cabin Personnel will not be required to accept a reassignment where the Report Time on the first duty period of the modified pairing is earlier than the originally scheduled Report Time of the pairing.

34-18.03 A Cabin Personnel will not be required to accept a reassignment where the Release Time on the last duty period of the modified pairing is more than two (2) hours later than the originally scheduled Release Time of the pairing.

**NOTE: 34-18.04 is effective for the first full monthly scheduling period following the ratification date of this Agreement.**

34-18.04 When a Cabin Crew Member is reassigned to a higher classification on a flight(s) the Cabin Crew Member will be paid a premium payment of 16.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification. Reassignment to a higher classification shall be assigned by seniority among the Cabin Crew Members assigned to that flight(s).

**Effective January 1, 2023**, the value of this reassignment premium payment shall be 21.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

**Effective January 1, 2025**, the value of this reassignment premium payment shall be 26.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

34-18.05 A delay or cancellation of an assigned flight(s) which results in an extension to the Release Time of the pairing, shall not be considered a reassignment for the purposes of 34-18.03 and the Cabin Personnel shall be required to complete the pairing subject to the maximum duty periods. In the event of a cancellation of an assigned flight which results in an extension to the Release Time of the pairing, Crew Scheduling shall return the Cabin Personnel to their base as soon as practicable.

34-18.06 When there is no alternate flight(s) available for reassignment, the Cabin Personnel shall be reassigned to an RTD Reserve Period with a call-out window starting no earlier than two (2) hours prior to the scheduled Report Time of the removed flight(s). For any subsequent periods of RTD reserve the call out time will be aligned with the call-out windows as outlined in Article 35 – Reserve.

34-18.07 When reassigned to an RTD Reserve Period(s), the Cabin Personnel will receive the greater of the original pairing credit or the actual operated Credit Hours of the pairing(s) assigned during the RTD Reserve Period(s) reconciled in accordance with Article 41 – Pay Administration.

34-18.08 In the event that a Cabin Personnel's originally assigned flight(s) in the last duty period of a pairing is delayed in excess of five (5) hours, the Cabin Personnel is at their base, and Crew Scheduling is not able to reassign the Cabin Personnel, the Cabin Personnel shall be released from duty upon request. When released from duty, the Cabin Personnel will be pay protected for the original Credit of the pairing as outlined in Article 41 – Pay Administration (Pairing Reconciliation).

#### **34-19 NOTIFICATION OF A REASSIGNMENT WHILE ON A LAYOVER**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

34-19.01 A Cabin Personnel may be required by the Company to be reassigned while on a layover.

34-19.02 The Company will not call the Cabin Personnel on layover for reassignment within ten and one half (10.5) hours of the Release Time of the previous duty period unless the previous duty period contained no Red-eye Flight and the Company will provide the Cabin Personnel with a minimum of ten and one half (10.5) hours rest from the time of the call until the updated Report Time. Reassignment shall be based on reverse seniority of the Cabin Personnel on the pairing, subject to language, classification, and aircraft qualifications.

34-19.03 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

## **34-20 SHIFT TRADES**

**NOTE: Effective the second full monthly scheduling period following the ratification of this Agreement**

- 34-20.01 A Cabin Personnel shall not be permitted to use Shift Trades to be absent from work for an excessive period(s) of time.
- 34-20.02 A Cabin Personnel must submit a Shift Trade request(s) electronically using the Company Shift Trade system.
- 34-20.03 The Company will not process a Shift Trade request(s) within six (6) hours of the originally scheduled Report Time of the pairing(s) being traded.
- 34-20.04 A partial Shift Trade may only be permitted if all of the following criteria are met:
- a) A pairing is split by trading legs at either the beginning or end of the pairing;
  - b) The newly created pairing(s) must begin and end in the Cabin Personnel's base;
  - c) Partial Shift Trade legs cannot be attached to another pairing or duty period; and,
  - d) The Cabin Personnel accepting the partial Shift Trade must satisfy the minimum rest at base requirements as outlined in 34-13.01 above and the maximum consecutive Days on duty as outlined in 34-7.02 above.

The MDPC will not be applied to any duty period which was shortened as a result of a partial Shift Trade. The Trip RIG will not be applied to any pairing which is modified as a result of a partial Shift Trade.

- 34-20.05 A Cabin Personnel may complete a maximum of five (5) partial Shift Trades in a single monthly scheduling period.
- 34-20.06 Shift Trades shall only be approved between Cabin Personnel who have the same classification and aircraft qualifications.
- 34-20.07 Shift Trades of designated language qualified positions shall only be approved between Cabin Personnel with the same language qualifications subject to classification and aircraft qualifications.
- 34-20.08 A Cabin Personnel may not submit a Shift Trade request for a pairing(s) or partial pairing(s) that involves the last Day of the monthly scheduling period until the schedules for the following monthly scheduling period have been released.
- 34-20.09 A Cabin Personnel must ensure that a submitted Shift Trade request(s) is in compliance with all minimum rest at base requirements as outlined in 34-13.01 above and maximum consecutive Days on duty as outlined in 34-7.02 above. Should a Shift Trade be processed which is not in compliance with the minimum rest at base requirements, as outlined in 34-13.01 above or the maximum consecutive Days on duty as outlined in 34-7.02 above, the pairing(s) will be removed from the Cabin Personnel's schedule and the Cabin Personnel will have the option of being placed on RTD reserve for the length of the pairing as outlined in 34-23 below. Should the Cabin Personnel opt to not hold RTD reserve the Cabin Personnel will forfeit the Credit for the removed pairing(s).

## **34-21 RETURN TO DUTY (RTD) RESERVE**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-21.01 Return to Duty (RTD) Reserve Period(s) may be assigned to a Cabin Personnel returning from an absence from the workplace or resulting from a reassignment.
- 34-21.02 The Company will assign pairings to eligible Cabin Personnel holding RTD reserve prior to assigning pairings to Reserve Holders and in accordance with Article 35 – Reserve (Pairing Assignment Process).

### **34-22 RETURN TO DUTY FROM SICK LEAVE**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-22.01 A Cabin Personnel who is able to return to duty from sick leave prior to the Release Time of their original pairing, shall notify Crew Scheduling of their ability to return to work for the following Day no later than 1900 LBT either by phone or electronically using the Company Shift Trade system.
- 34-22.02 At the Company's sole discretion, a Cabin Personnel may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Personnel's base or Domicile. When assigned an open time pairing, the Release Time of the pairing must be no later than two (2) hours after the original Release Time of the removed pairing. When assigned an RTD Reserve Period(s), the Cabin Personnel must be returned to their base no later than two (2) hours after the original Release Time of the removed pairing.
- 34-22.03 Upon returning to duty from sick leave, a Cabin Personnel will be credited the greater of the original Credit Hours for the duty period(s) in which the Cabin Personnel has returned to duty or the actual operated Credit Hours of the pairing(s) assigned to the Cabin Personnel upon returning to duty reconciled per Article 41 – Pay Administration.

### **34-23 RETURN TO DUTY WITH SCHEDULE ASSIGNED (NOT INCLUDING SICK LEAVE)**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-23.01 A Cabin Personnel who is able to return to duty shall notify Crew Scheduling of their ability to return to work for the following Day no later than 1900 LBT.
- 34-23.02 At the Company's sole discretion, a Cabin Personnel may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Personnel's base or Domicile. When assigned a pairing, the Release Time of the pairing must be no later than two (2) hours after the original Release Time of the removed pairing. When assigned an RTD Reserve Period(s), the Cabin Personnel must be returned to their base no later than two (2) hours after the original Release Time of the removed pairing.
- 34-23.03 When assigned an open time pairing upon returning to duty following an unpaid absence, a Cabin Personnel will be credited the actual operated Credit Hours of the assigned pairing(s).
- 34-23.04 When assigned an RTD Reserve Period(s) upon returning to duty following an unpaid absence, a Cabin Personnel will be credited the greater of four (4) Credit Hours for each RTD Reserve Period(s) in which the Cabin Personnel has returned to duty or the actual operated Credit Hours of the assigned pairing(s), reconciled as outlined in Article 41 – Pay Administration. When a Cabin Personnel is placed on a partial RTD Reserve Period, the credit for the RTD Reserve Period will be prorated accordingly.

**NOTE: RTD Reserve Credit Hours of four (4) to be implemented twelve (12) months following the effective date of this Agreement.**

- 34-23.05 When assigned an open time pairing and/or RTD Reserve Period(s) upon returning to duty following an absence paid by the Company, a Cabin Personnel will be credited the greater of the original Credit Hours for the duty period(s) in which the Cabin Personnel has returned to duty or the actual operated Credit Hours of the pairing(s) assigned to the Cabin Personnel upon returning to duty reconciled per Article 41 – Pay Administration.

### **34-24 RETURN TO DUTY WITH NO SCHEDULE ASSIGNED**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-24.01 When a Cabin Personnel is able to return to duty and does not have a schedule assigned, a Cabin Personnel may be assigned, at the Company's sole discretion, an open time pairing(s) or RTD Reserve Period(s) at the Cabin Personnel's base or Domicile in an effort to meet the Cabin Personnel's Minimum Monthly Pay Guarantee.
- 34-24.02 When assigned an open time pairing upon returning to duty, a Cabin Personnel will be credited the actual operated Credit Hours of the assigned pairing(s).
- 34-24.03 When assigned an RTD Reserve Period(s) upon returning to duty, a Cabin Personnel will be credited the greater of four (4) Credit Hours for each RTD Reserve Period(s) in which the Cabin Personnel has returned to duty or the actual operated Credit Hours of the assigned pairing(s), reconciled as outlined in Article 41 – Pay Administration. When a Cabin Personnel is placed on a partial RTD Reserve Period, the credit for the RTD Reserve Period will be prorated accordingly.

### **34-25 STAND-UP DUTY PERIOD**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

- 34-25.01 A stand-up duty period occurs when a Cabin Personnel operates an evening flight, that is not a Red-eye Flight, followed by a morning flight without receiving the minimum rest between duty periods as outlined in 34-14.01 above.
- 34-25.02 A stand-up duty period will be the only duty period in the pairing, may consist of a maximum of two (2) flight segments and must align with the maximum planned duty periods in 34-10.01 above.
- 34-25.03 A Cabin Personnel assigned a stand-up duty period will be provided hotel accommodations.
- 34-25.04 Prior to Crew Planning introducing a stand-up duty period as a regular scheduled pairing, the parameters for this pairing will be negotiated with the Union.

### **34-26 COMPANY OPEN TIME PAIRINGS**

- 34-26.01 At the Company's sole discretion, Company open time pairings may be published for pick-up using the Company Shift Trade system.
- 34-26.02 Open time pairings will be awarded on a first come first serve basis, subject to classification, language, and aircraft qualifications.
- 34-26.03 Cabin Personnel must ensure that a submitted request(s) is in compliance with all minimum rest at base requirements as outlined in 34-13.01 above and the maximum consecutive Days on duty as outlined in 34-7.02 above. Should a request be processed which is not in compliance with the minimum rest at base requirements as outlined in 34-13.01 above or the maximum consecutive Days on duty as outlined in 34-7.02 above, the pairing(s) will be removed from the Cabin Personnel's schedule and the Cabin Personnel will have the option of being placed on RTD reserve for the length of the pairing as outlined in 34-23 above. Compensation for the RTD reserve will be at straight time rates. Should the Cabin Personnel opt to not hold RTD reserve the Cabin Personnel will forfeit the Credit for the removed pairing(s).
- 34-26.04 If a Company open time pairing is cancelled or removed by the Company, the Cabin Personnel may choose to be reassigned in accordance with 34-18 above. If reassigned, a Cabin Personnel will be credited the greater of the original Company open time pairing Credit, the actual operated Credit Hours of the reassigned pairing(s), or RTD reserve Credit. If the Cabin Personnel declines to be reassigned, they shall not receive any Credit.

## **34-27 DRAFTING**

**NOTE: Effective the first full monthly scheduling period which commences twelve (12) months following the ratification of this Agreement**

- 34-27.01 Both the Company and the Union are committed to not cancelling flights due to lack of Cabin Personnel. In keeping with this commitment, a draft shall be considered as an option of last resort.
- 34-27.02 Prior to any Cabin Personnel being drafted for a pairing, the following call-out order shall be used by Crew Scheduling:
- a) Cabin Personnel on RTD reserve;
  - b) Cabin Personnel holding reserve duty;
  - c) Post the pairing to Company open time for voluntary pick up using the Company Shift Trade system.
- 34-27.03 If the Company has exhausted the available options to cover a Company open time pairing, the Company shall draft a Cabin Personnel who is on a Day(s) Off for the pairing. In such circumstances, the Company shall draft a Cabin Personnel in reverse seniority order by base, subject to classification, language, and aircraft qualifications.
- 34-27.04 No Cabin Personnel will be drafted more than three (3) times in a calendar year.
- 34-27.05 A Cabin Personnel will not be drafted on a GDO.
- 34-27.06 If a Cabin Personnel is drafted for a pairing, the Cabin Personnel shall receive premium pay at two (2) times the Cabin Personnel's regular rate of pay in accordance with Article 41 – Pay Administration.
- 34-27.07 In the event that a Cabin Personnel is drafted, the Company shall provide the Cabin Personnel with confirmed travel to and from their Domicile.

## **34-28 VOLUNTARY PAIRING DROPS**

- 34-28.01 A Cabin Personnel may submit a request to Crew Scheduling to voluntarily drop a pairing.
- 34-28.02 The Company will have the sole discretion to approve requests based on operational requirements.
- 34-28.03 When a request to drop a pairing is approved, the original pairing Credit Hours will be deducted from the Cabin Personnel's pay. The Cabin Personnel's MMG will not be protected.

## **34-29 BOOKING OFF FATIGUED**

- 34-29.01 A Cabin Personnel must advise Crew Scheduling as soon as possible when booking off fatigued. Cabin Personnel who book off fatigued must submit an Incident Hazard Report (IHR) within seventy-two (72) hours describing the circumstances that led up to the fatigue.
- 34-29.02 When a Cabin Personnel is removed from duty due to fatigue, they will be pay protected for the original pairing provided every effort was made to utilize the time free from duty to arrive at work fit to fly. This determination will be made once the circumstances of the incident have been reviewed by the Company.
- 34-29.03 In application of 34-29.02 above, when a Cabin Personnel is removed from duty due to fatigue, the following will apply:
- a) The Cabin Personnel will be required to mitigate fatigue through a local night's rest at the location where fatigue was identified; then,
  - b) The Cabin Personnel will be returned to duty as outlined in 34-23 above.

**34-30 TURN TIMES OF FLIGHTS DURING A DELAY OR IROP**

34-30.01 For the purposes of duty period calculation, turn times in a delay or IROP, if modified, shall be reasonable with consideration given to pre-flight and post-flight duties.

**34-31 BOOKING OFF MID-PAIRING**

34-31.01 When a Cabin Personnel needs to book off mid-pairing, they must inform Crew Scheduling at the earliest possible opportunity to arrange a replacement Cabin Personnel. Cabin Personnel who are sick mid-pairing will be provided hotel accommodations in the city where they have booked off.

34-31.02 If the Cabin Personnel is able to return to duty prior to the original pairing Release Time, the Cabin Personnel may be returned to duty as outlined in 34-22.02 and 34-23.02 above.

34-31.03 If the Cabin Personnel is well enough to travel but still not fit to operate, or the original Release Time of the pairing has passed, they will be provided a Deadhead flight to their crew base or Domicile.

**34-32 POST DUTY PERIOD GROUND DELAYS**

**NOTE: Effective the first full monthly scheduling period which commences twelve (12) months following the ratification of this Agreement**

34-32.01 If a Cabin Personnel is required to remain on board the aircraft beyond thirty (30) minutes after the actual arrival time of the last flight of a duty period due to unforeseen circumstances, an operating Cabin Personnel shall inform Crew Scheduling to adjust their Release Time and subsequent rest period if necessary. The Cabin Personnel must complete the appropriate form available on the Cabin Crew Device within twenty-four (24) hours of the actual arrival time of the flight for validation.

**34-33 CREW COMPLIMENT**

34-33.01 The minimum crew complement for any flight operated by the Company shall be assigned in accordance with the regulatory requirements established by Transport Canada. The Company may staff flights above the minimum crew complement.



## ARTICLE 35 - RESERVE

**NOTE: This Reserve Article shall be effective for the first full monthly scheduling period which commences three (3) months following the effective date of this Agreement unless otherwise specified.**

### 35-1 CREW PLANNING – RESERVE SCHEDULE CONSTRUCTION

35-1.01 The Company will determine the reserve requirements for each monthly scheduling period.

35-1.02 Reserve Blocks will be scheduled to a maximum of six (6) consecutive Reserve Periods in length.

**NOTE: 35-1.02 To be implemented twelve (12) months following the effective date of this Agreement. For clarity, until implementation of 35-1.02, the practice as pursuant to MOA Dual Qualification and Blended Schedules, WBQ CCMs shall continue to be assigned no more than five (5) Days in a single Reserve Block for narrow-body flying.**

35-1.03 A new-hire Cabin Personnel will not be scheduled Reserve Periods for one (1) full monthly scheduling period following the completion of initial training. New-hire Cabin Personnel shall not have bidding rights for the first full monthly scheduling period.

### 35-2 RESERVE SCHEDULE ASSIGNMENT

35-2.01 Reserve Blocks will be assigned in reverse seniority order by base, classification, and aircraft qualifications, subject to language requirements, scheduled training and approved absences.

35-2.02 A Cabin Personnel may be scheduled multiple Reserve Blocks in a monthly scheduling period.

**NOTE: 35-2.02 to be implemented twelve (12) months following the effective date of this Agreement.**

### 35-3 RESERVE SHIFT TRADES

35-3.01 A Cabin Personnel completing a Shift Trade involving a Reserve Block must trade the Reserve Block in its entirety. For clarity, partial Reserve Block trades are not permitted. The Cabin Personnel involved in the Shift Trade must have the same classification and aircraft qualification(s).

### 35-4 RESERVE CREDIT

**NOTE: Reserve Credit Hours of four (4) to be implemented twelve (12) months following the effective date of this Agreement.**

35-4.01 Each Reserve Period will be credited at four (4) Credit Hours.

35-4.02 When assigned a pairing, a Reserve Holder will be credited the greater of the reserve Credit outlined in 35-4.01 above multiplied by the number of Days of the assigned pairing or the actual operated Credit Hours of the assigned pairing.

35-4.03 Where a Reserve Holder is unable to work a Reserve Period, their MMG shall be reconciled, as required, depending on the nature of the absence, based on four (4) Credit Hours. In the case of sickness, this will be reconciled from the Reserve Holder's sick leave bank in accordance with Article 20 – Sick and Personal Leave

35-4.04 When a Reserve Holder notifies the Company of an absence after being assigned a pairing, any Credit Hours in the assigned pairing that were not completed will be removed and the absence will be reconciled as outlined in 35-4.03 above. If the Reserve Holder is able to return to duty prior to the end of the Reserve Block, the remaining Reserve Periods will be reinstated.

### 35-5 RESERVE DUTY

35-5.01 The AM Reserve Period shall be from 0300 LBT until 1500 LBT.

- 35-5.02 The PM Reserve Period shall be from 1500 LBT until 0059 LBT.
- 35-5.03 As operationally required, the Company may schedule a flexible Reserve Period which will fit between 0600 LBT and 2100 LBT with a call out window no longer than twelve (12) hours.
- 35-5.04 For North American operations:
- a) A Cabin Personnel assigned an AM Reserve Period will not be assigned a pairing with a scheduled Release Time, for the first duty period of the assigned pairing, later than 2300 LBT without the Cabin Personnel's consent.
  - b) A Cabin Personnel assigned a flexible Reserve Period will not be required to operate a Red-eye Flight in the first duty period of an assigned pairing without the Cabin Personnel's consent.
- This 35-5.04 shall not apply when a Cabin Personnel is assigned an advance pairing or airport standby reserve as outlined in 35-5.11 below.
- 35-5.05 The Company may contact a Reserve Holder between 1000 LBT and 2000 LBT at least twelve (12) hours before the commencement of a Reserve Block to convert AM Reserve Periods to flexible Reserve Periods for a Reserve Block. This shall be assigned by reverse seniority. Once AM Reserve Periods are converted to flexible Reserve Periods, the call-out window for that Reserve Block will not be further modified.
- 35-5.06 The Reserve Holder shall be contacted by phone on the phone number the Reserve Holder has designated as their primary contact number between the hours of their scheduled Reserve Period unless for reasons outlined in Articles 35-5.05 and 35-5.11.
- 35-5.07 A Reserve Holder will be considered on call at all times during their Reserve Period.
- 35-5.08 A Reserve Holder must be available to report for duty as soon as possible but no later than two (2) hours from the initial contact from the Company.
- 35-5.09 Every Reserve Holder shall be required to be available by phone, or other contact method agreed upon by the Union and the Company.
- 35-5.10 The Company will contact a Reserve Holder and will leave a message, if possible. The Reserve Holder must respond to the Company within twenty (20) minutes of the Company initially contacting the Reserve Holder. If the Reserve Holder does not respond to the Company within twenty (20) minutes of the Company initially contacting the Reserve Holder, the Reserve Holder will be considered a no show for that Reserve Period, the pairing or airport standby reserve (ASR) will be removed and their MMG shall be reconciled as outlined in 35-4.03 above.
- 35-5.11 The Company may contact a Reserve Holder between 1000-2000 LBT up to two (2) Days prior to the commencement of a Reserve Period to assign an advance pairing or ASR. When a Reserve Holder is assigned an advance pairing or ASR, a minimum of twelve (12) hours rest will be provided from the time of contact to the Report Time of the advance pairing or ASR. The Reserve Holder must respond either by phone, or other contact method agreed upon by the Union and the Company, a minimum of four (4) hours prior to the Report Time of the advance pairing or airport standby reserve. If the Reserve Holder does not respond within this timeframe, the Reserve Holder will be considered a no show for that Reserve Period, the advance pairing or ASR will be removed and their MMG shall be reconciled as outlined in 35-4.03 above.
- 35-5.12 When a Reserve Holder is assigned a pairing, the pairing must have a Report Time either within the Reserve Period or a departure no later than two (2) hours after the end of the Reserve Period.
- 35-5.13 The duty period will begin at the Report Time of the assigned pairing.
- 35-5.14 Pairing Assignment Process
- a) When a pairing is assigned to a Reserve Holder, assignments will be made to the Reserve Holder with the number of available Reserve Periods remaining exactly matching the length of the available pairing.
  - b) If two (2) or more Reserve Holders meet the criteria of 35-5.14 a) above, the more senior Reserve Holder will have the right to decline the assignment when more junior Reserve

Holders are available. The most junior Reserve Holder must accept the duty assignment. For the purposes of 35-5.14 b), where the Company contacts the more senior Reserve Holder and the senior Reserve Holder does not immediately answer the call the Company shall contact the next Reserve Holder until the pairing is assigned.

- c) If there are no Reserve Holders with the number of available Reserve Periods remaining exactly matching the length of the pairing as outlined in 35-5.14 a) above, the Company will assign the pairing to a Reserve Holder with a number of available Reserve Periods remaining which is one (1) Reserve Period greater than the length of the available pairing. The Company will continue to increase by one (1) Reserve Period until they are able to assign the pairing following the pairing assignment process outlined in 35-5.14 a) and b) above.
- d) If there are no Reserve Holders available for the assignment of the pairing after completing 35-5.14 a) to c) above, the Company may assign the pairing to a Reserve Holder who has been assigned reserve in a different classification or aircraft qualification provided the Reserve Holder is qualified for the classification or aircraft qualification required for the pairing.

35-5.15 The pairing assignment process as outlined in 35-5.14 above will be by base and subject to language, classification, and aircraft qualification requirements.

35-5.16 When a Reserve Holder has been assigned a pairing for a part of a Reserve Block, Crew Scheduling may extend the pairing by a maximum of two (2) additional Reserve Period(s) before returning the Reserve Holder to their base for minimum required rest. However, a Reserve Holder can voluntarily accept an extension of more than two (2) Reserve Periods with express consent. The extension shall not extend beyond the original number of Reserve Periods in the Reserve Block.

35-5.17 At the Company's discretion, a Reserve Holder may be positioned to another destination, other than the Reserve Holder's base, to hold a portion of, or all of, their Reserve Block. When a Reserve Holder is positioned to a destination that is not their base, the Reserve Holder will be provided with hotel accommodations and per diem for time spent away from the Reserve Holder's base. If the Reserve Holder who is positioned to another destination does not operate a flight on a Reserve Period, they shall receive four (4) Credit Hours towards their MMG for that Reserve Period.

**NOTE: Reserve Credit Hours of four (4) to be implemented twelve (12) months following the effective date of this Agreement.**

## **35-6 AIRPORT STANDBY RESERVE (ASR)**

35-6.01 A Reserve Holder assigned an ASR period will be required to report to the airport at their base to remain on standby for possible pairing assignment. The duty period will begin at the required ASR Report Time.

35-6.02 An ASR period will be for a maximum of five (5) consecutive hours which must begin within the scheduled Reserve Period. Assignment may be made to a flight departing within the ASR period or no later than two (2) hours after the ASR period. If no assignment is made by the end of the ASR period the Reserve Holder will be released for a rest period.

35-6.03 If a Reserve Holder on ASR is not assigned a pairing, they shall receive four (4) Credit Hours towards their MMG for that ASR period.

35-6.04 ASR will be assigned to a Reserve Holder in accordance with 35-5.14 unless a Reserve Holder contacts Crew Scheduling by 1300 LBT the Day before to request to be placed on ASR. All requests for ASR will be processed on a first come first served basis.

35-6.05 A Reserve Holder may be called in for ASR for a maximum of two (2) ASR periods in any Reserve Block and to a maximum of four (4) ASR periods in a monthly scheduling period, unless the Reserve Holder requests to hold additional ASR periods.

**NOTE: Reserve Credit Hours of four (4) to be implemented twelve (12) months following the effective date of this Agreement.**

### **35-7 RESERVE REST**

35-7.01 Where the Company releases a Reserve Holder at their base from a pairing part way through a Reserve Block, the Company will provide the Reserve Holder with a minimum of twelve (12) hours rest before the Company will contact them to assign another pairing except where the Company is assigning an advance pairing or ASR in accordance with 35-5.11 above.

35-7.02 The minimum rest required between pairings assigned to a Reserve Holder will align with the minimum rest at base in accordance with Article 34 – Scheduling.

35-7.03 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

### **35-8 RESERVE ASSIGNMENT REVIEW**

35-8.01 The Scheduling Review Committee will review concerns brought forward by Cabin Personnel regarding a reserve pairing assignment.

### **35-9 RESERVE ASSIGNMENT – LATEST RETURN TO BASE**

35-9.01 The scheduled Release Time of an assigned reserve pairing must be prior to 0059 LBT on the last Reserve Period of the Reserve Block unless the Cabin Personnel consents to an extension. Extensions into a Day Off will be reconciled in accordance with Article 41 – Pay Administration.

### **35-10 RESERVE – OUT-OF-BASE RESERVE REQUESTS**

35-10.01 Cabin Personnel may request to hold a Reserve Block from approved Canadian cities other than their base, as determined by the Company. The Company may approve these requests, at its sole discretion. It is understood that there are very few situations, if any, that these assignments will be operationally required and therefore the approval of these assignments are not guaranteed.

## ARTICLE 36 - DEADHEADING

### 36-1 DRESS CODE

36-1.01 Cabin Personnel must wear their uniform when Deadheading except in the following circumstances:

- a) when Deadheading on alternate air carriers,
- b) when Deadheading after a mid-pairing absence, or
- c) when Deadheading is the only duty in the duty period.

36-1.02 Where Cabin Personnel are not required to be in uniform they must adhere to the Company's dress code policies and must have access to their uniform at all times in the event the Company activates the Cabin Personnel for duty.

### 36-2 DEADHEAD CREDIT

**NOTE: Effective for the first full monthly scheduling period which commences immediately following the implementation of the pay administration software "Rainmaker" but no later than twelve (12) months from the effective date of this Agreement.**

36-2.01 A Cabin Personnel will be Credited fifty percent (50%) of the scheduled or actual flight time for a Deadhead on WestJet or WestJet Encore flights, reconciled in accordance with Article 41 – Pay Administration (Pairing Reconciliation).

36-2.02 If a Deadhead occurs on an alternate air carrier the Cabin Personnel will be Credited fifty percent (50%) of the scheduled flight time, reconciled in accordance with Article 41 – Pay Administration (Pairing Reconciliation).

36-2.03 If a Deadhead occurs by other means of transportation (ground/maritime transportation), for the purpose of positioning the Cabin Personnel between two (2) different airports, and where the scheduled transportation time is greater than one (1) hour, the Cabin Personnel will be Credited fifty percent (50%) of the scheduled transportation time, reconciled in accordance with Article 41 – Pay Administration (Pairing Reconciliation).

36-2.04 If a personal Deadhead modification or cancellation results in a reduction in the scheduled or actual pairing Credit, including Credit resulting from an MDPC, a Duty RIG, or a Trip RIG, the Cabin Personnel's MMG will be reduced accordingly.

### 36-3 PERSONAL DEADHEAD MODIFICATIONS

36-3.01 Personal Deadhead modifications will be subject to the approval of the Company.

36-3.02 Should a Cabin Personnel request a personal Deadhead modification, the request must comply with the following:

- a) The original Deadhead being modified must be either the first leg or last leg of the pairing.
- b) Except as outlined in 36-3.04 below, requests must be submitted electronically a minimum of twelve (12) hours prior to the Report Time of either the original Deadhead flight or requested Deadhead flight, whichever is earlier.
- c) Personal Deadhead modifications must respect the established planned maximum duty period and planned minimum rest parameters as outlined in Article 34 – Scheduling.
- d) Personal Deadhead modifications will only be approved when the requested Deadhead flight is a domestic WestJet or WestJet Encore flight with an available seat in the Economy cabin.  
**NOTE: If the original Deadhead flight was scheduled to arrive at or depart from a non-domestic city, the Cabin Personnel may request a personal Deadhead modification for that flight to depart from or arrive at a different domestic city than originally scheduled.**
- e) Last leg Deadheads may not be interchanged for first leg Deadheads and vice versa.
- f) A personal Deadhead modification shall not increase the number of Days of the scheduled pairing.

- g) For a first leg personal Deadhead modification, there must be a minimum of ninety (90) minutes between the scheduled arrival time of requested Deadhead flight and the scheduled departure time of the first operational flight of the pairing.
  - h) For a last leg personal Deadhead modification, there must be a minimum of sixty (60) minutes between the scheduled arrival time of the last operational flight of the pairing and the scheduled departure time of the requested Deadhead flight.
  - i) A personal Deadhead modification may only increase the number of Deadhead flights from the original schedule where adding one (1) additional Deadhead flight is the only available option to return the Cabin Personnel to their Domicile at the end of a pairing. This additional Deadhead flight shall not increase the number of Days of the scheduled pairing.
- 36-3.03 Once a pairing has been modified or rebuilt to reflect a personal Deadhead modification, the Credit for this pairing will be based on the modified Deadhead. The Duty RIG will not be applied to any duty period extension(s) resulting from a personal Deadhead modification. The Trip RIG will not be applied to any pairing extension(s) resulting from a personal Deadhead modification. If a personal Deadhead modification results in an increase in the pairing Credit, the additional pairing Credit will be considered monthly scheduling period Credit growth. If a personal Deadhead modification or cancellation results in a reduction in the scheduled or actual pairing Credit, including Credit resulting from an MDPC, a Duty RIG, or a Trip RIG, the Cabin Personnel's MMG will be reduced accordingly.
- 36-3.04 Trans-Atlantic or Trans-Pacific Exception: A personal Deadhead modification request may be approved through the Aircraft Communications Addressing and Reporting System (ACARS) on any Trans-Atlantic or Trans-Pacific flight. An ACARS message must be sent a minimum of three (3) hours prior to the scheduled arrival time of the Trans-Atlantic or Trans-Pacific flight and the Trans-Atlantic or Trans-Pacific flight must arrive a minimum of sixty (60) minutes prior to the scheduled departure time of the requested Deadhead flight.
- 36-3.05 When approved for a first leg personal Deadhead modification, a Cabin Personnel is eligible for reassignment, as outlined in Article 34 – Scheduling (Reassignment), based on the Report Time of the requested Deadhead flight.
- 36-3.06 When approved for a last leg personal Deadhead modification, a Cabin Personnel is eligible for reassignment, as outlined in Article 34 – Scheduling (Reassignment), until either the Release Time of the original Deadhead flight or the Release Time of the requested Deadhead flight, whichever is later.
- 36-3.07 When a Cabin Personnel who has been approved for a last leg personal Deadhead modification is reassigned in accordance with Article 34 – Scheduling (Reassignment), the Company may release the Cabin Personnel in either the Cabin Personnel's base or the arrival city of the requested Deadhead flight, based on operational requirements.
- 36-3.08 Where the Company releases the Cabin Personnel in their base pursuant to 36-3.07, the Cabin Personnel will be provided a free positive space flight in accordance with the Business Travel – Positive Space Policy to the arrival city of the requested Deadhead flight on the next available flight. When the Cabin Personnel accepts a reassignment, as outlined in Article 34 – Scheduling – Reassignment, if the Release Time on the last duty period of the modified pairing is more than two (2) hours later than the Release Time as outlined in 36-3.06 above, the Cabin Personnel may also request hotel accommodations in their base only when it is not possible to return the Cabin Personnel to the arrival city of the requested Deadhead flight on the same Day. The Release Time of the modified pairing, which will not include the confirmed flight and/or hotel accommodations, will be used for the purposes of pay and per diem calculations.
- 36-3.09 Once a pairing has been modified or rebuilt to reflect a personal Deadhead modification, no additional pay will be provided to the Cabin Personnel should the requested Deadhead flight be delayed or cancelled.
- 36-3.10 Any additional expenses (e.g. hotels) incurred as a result of a personal Deadhead modification, including those expenses resulting from a delay or cancellation of the requested Deadhead flight, shall be the responsibility of the Cabin Personnel.

36-3.11 If a delay or cancellation to a first leg Deadhead, which was modified for personal reasons, results in the removal of all or a portion of a Cabin Personnel's pairing, their MMG will be reduced by the Credit Hours of the portion of the pairing that was removed.

#### **36-4 PERSONAL DEADHEAD CANCELLATIONS**

36-4.01 Personal Deadhead cancellation requests must be submitted electronically a minimum of twelve (12) hours prior to the Report Time of the original Deadhead flight.

#### **36-5 ALTERNATE AIR CARRIER DEADHEADS**

36-5.01 When a Cabin Personnel is scheduled for a Deadhead on an alternate air carrier, the alternate air carrier Deadhead will not be eligible for a personal Deadhead modification.

36-5.02 When a Cabin Personnel is scheduled for a Deadhead on an alternate air carrier, all personal Deadhead cancellation requests must be submitted electronically no later than two (2) Days after monthly schedules are released.

36-5.03 When a Cabin Personnel is scheduled for a Deadhead on an alternate air carrier, the pairing containing this Deadhead will only be eligible for Shift Trade if the request is submitted no later than two (2) Days after monthly schedules are released.

#### **36-6 DEADHEAD SEAT ASSIGNMENT**

36-6.01 Where available, the Company will assign a window or aisle seat in the Economy cabin for any Deadheads on WestJet and WestJet Encore flights that are awarded or assigned to a Cabin Personnel as part of their original monthly schedule from Crew Planning.

36-6.02 A seat will not be assigned by the Company when a personal Deadhead modification is completed by a Cabin Personnel or when a pairing containing a Deadhead flight is traded between Cabin Personnel.

36-6.03 The Company agrees to make its best effort to provide a Deadheading Cabin Personnel a seat in the Premium cabin in line with the internal cabin upgrade eligibility matrix (for Positive Space Travel) if there is space available at the time of boarding cut off.

## **ARTICLE 37 - HOTELS AND TRANSPORTATION**

### **37-1 GENERAL**

37-1.01 The Company will provide and directly pay for single-occupancy hotel accommodations for Cabin Personnel when:

- a) any layover occurs between two (2) duty periods on a single pairing,
- b) planned time on ground longer than five (5) hours exists in a single duty period on a pairing,
- c) a posted delay or cancellation results in time on ground longer than five (5) hours in a single duty period on a pairing, and
- d) required to overnight for a training event outside of the Cabin Personnel's base.

37-1.02 A Cabin Personnel will be responsible for incidental expenses and damage to hotel property on layovers.

37-1.03 When a Cabin Personnel requests a personal pairing modification that results in the removal of the planned overnight, the hotel room will automatically be cancelled. In the event a Cabin Personnel has already checked into the hotel room prior to requesting the personal pairing modification, the Cabin Personnel shall be responsible for the cost of that hotel room.

### **37-2 HOTEL TRANSPORTATION**

37-2.01 The Company shall provide reasonable transportation to and from the airport when a Cabin Personnel is required to layover away from their base.

37-2.02 Cabin Personnel shall be responsible for transportation costs resulting from personal pairing modifications.

37-2.03 When transportation is not provided within forty (40) minutes after Release Time, or within ten (10) minutes of the scheduled hotel shuttle time from the hotel, Cabin Personnel shall be reimbursed for the actual expenses incurred for taxi/rideshare transportation to or from the airport. A receipt must be included for the reimbursement.

37-2.04 The Company shall reimburse the Cabin Personnel for the actual expenses incurred for taxi/rideshare transportation from a Cabin Personnel's home to the airport if a Cabin Personnel accepts a Company offered or assigned pairing with a Report Time to the airport of less than (2) hours. A receipt must be included for the reimbursement.

37-2.05 Subject to Crew Scheduling validation, when a Cabin Personnel does not have access to designated crew bunk facilities and has exceeded sixteen (16) hours of duty on the final duty period of their pairing, the Cabin Personnel, upon their request, shall be provided with accommodation at the closest available approved hotel. Alternatively, if the distance between the airport and the Cabin Personnel's home is fifty (50) kilometers or less the Cabin Personnel will have the option of accommodation at the closest available approved hotel or taxi/rideshare transportation from the airport to their home, and the cost of such transportation shall be reimbursed. A receipt must be included for the reimbursement. This does not apply when a Cabin Personnel completes a personal modification to the final duty period of the pairing.

### **37-3 LESS THAN MINIMUM REST AT BASE**

37-3.01 At the Company's discretion, when the actual time between pairings at the Cabin Personnel's base is reduced to less than the contractual rest provided for in Article 34 – Scheduling, the affected Cabin Personnel shall be provided the opportunity to stay in a single occupancy room in an approved hotel with the understanding that the Cabin Personnel shall operate the next scheduled pairing.

### **37-4 HOTEL CANCELLATION**

37-4.01 If a Cabin Personnel chooses not to use a booked hotel room while on a layover, the Cabin Personnel is encouraged to complete the hotel cancellation form found on the Company intranet



and/or Cabin Crew Device (CCD). The Cabin Personnel may also fill out the ongoing cancellation form for indefinite hotel cancellations in the city or cities of their choice.

37-4.02 Cabin Personnel who consistently choose not to use a booked hotel room while on a layover may be required by the Company to complete the hotel cancellation form found on the Company intranet and/or CCD.

### **37-5 REINSTATEMENT OF HOTEL**

37-5.01 In the event a Cabin Personnel requires a hotel room that has been cancelled at the request of the Cabin Personnel, a request to have the accommodation reinstated can be submitted using the hotel reinstatement form on the Company intranet and/or CCD or by contacting Crew Scheduling directly. Such requests will not be unreasonably denied.

### **37-6 LOCATION**

**NOTE: Effective no later than eighteen (18) months following ratification of this Agreement**

37-6.01 The location of a hotel shall be a maximum of twenty (20) minutes driving time from the arrival airport of the planned overnight, unless mutually agreed upon by the Company and the Union.

37-6.02 Notwithstanding 37-6.01 above, when a layover is scheduled for eighteen (18) hours or more, the hotel shall be located in the downtown core of the principle city served by the airport provided it is within a normal thirty (30) minute drive (one-way) from the arrival airport of the planned overnight, or an alternate location agreed upon by the Company and the Union.

## **ARTICLE 38 - COMMUTING**

### **38-1 GENERAL**

38-1.01 If a Cabin Personnel will miss their Report Time, they shall notify Crew Scheduling immediately.

38-1.02 It is the responsibility of a Cabin Personnel who chooses to commute under this section to report as scheduled, fit for duty and fully rested. Cabin Personnel must have their uniform with them at all times and the Company may activate them for duty during their commuting flight, if operational requirements dictate.

### **38-2 MISSED REPORT TIME**

**NOTE: Effective no later than three (3) months following the ratification of this Agreement**

38-2.01 In the case of a missed Report Time, the Cabin Personnel will be considered unavailable for that pairing, the pairing will be removed and the Credit for that pairing will be deducted from the Cabin Personnel's MMG. The Cabin Personnel shall, at the Company's sole discretion, either be assigned an RTD Reserve Period(s) in their Domicile as outlined in Article 34 – Scheduling – Return to Duty with Schedule Assigned (Not Including Sick Leave) or be required to continue to commute to their base. When the Cabin Personnel is required to continue to commute to their base, upon arrival at their base, Crew Scheduling will reassign the Cabin Personnel as outlined in Article 34 – Scheduling – Return to Duty with Schedule Assigned (Not Including Sick Leave). In the event the Company assigns the Cabin Personnel RTD Reserve at their base, hotel accommodations shall be provided upon request.

### **38-3 HOTEL ACCOMMODATIONS AFTER ACCEPTING A VOLUNTARY PAIRING MODIFICATION**

38-3.01 When a commuting Cabin Personnel accepts a reassignment, as outlined in Article 34 – Scheduling - Reassignment, where the Release Time on the last duty period of the modified pairing is more than two (2) hours later than the originally scheduled Release Time, a commuting Cabin Personnel may request:

- a) A confirmed flight to their Domicile at the end of the pairing; and
- b) Hotel accommodations in their base only when it is not possible to return the Cabin Personnel to their Domicile on the same Day.

38-3.02 The Release Time of the modified pairing, which will not include the confirmed flight and/or hotel accommodations, will be used for the purposes of pay and per diem.

### **38-4 ACM POLICY**

38-4.01 The Available Crew Member (ACM) policy will continue to exist without change for Cabin Personnel, subject to the following terms set out in this Article.

38-4.02 Cabin Personnel shall not be excluded from access to the ACM policy if it is available to another Company employee group.

38-4.03 In the event the Company discontinues the ACM policy due to reasons external to the Company's control, the Company shall determine a process to provide a 50% cost share to all commuters, who as of the effective date of the ACM policy discontinuance were enrolled as a commuter pursuant to the ACM policy, for the total fees, taxes, surcharges and standby fares (in the event of a change in the Travel Privilege Policy) of their standby commuting flights with WestJet or WestJet Encore. The Company shall pay its portion of this cost share at least twice annually, or at such shorter intervals as it may decide.

38-4.04 This cost sharing arrangement specified in 38-4.03 above shall continue for a period of twenty-four (24) months following the effective date of the ACM policy discontinuance, or until December 31, 2025 if that date is earlier.

38-4.05 Following the expiry of the cost share period set out in 38-4.04 above or December 31, 2025, whichever comes first, Cabin Personnel shall be responsible for all costs associated with their commuting.

38-4.06 It is understood that Cabin Personnel are allowed to use standby travel for commuting purposes, pursuant to the Company Travel Privileges Policy.

### **38-5 TEMPORARY PARTIAL SHIFT TRADE EXCEPTION**

38-5.01 Cabin Personnel who, as of February 2, 2021, were enrolled as a commuter in accordance with the ACM policy, shall, as a temporary exception to Article 34 – Scheduling – 20.04 b) & c), be permitted to complete single-leg partial Shift Trades. This exception shall continue for the period of twenty-four (24) full monthly scheduling periods following the effective date of the ACM policy discontinuance or until June 30, 2024, whichever comes first.

38-5.02 In addition to all Shift Trade requirements outlined in Article 34 – Scheduling, single-leg partial Shift Trades under 38-5.01 must:

- a) Result in a pairing or duty period that begins or ends in the Cabin Personnel's Domicile;
- b) Satisfy the maximum scheduled duty period requirements outlined in Article 34 – Scheduling, and;
- c) Have a minimum of ninety (90) minutes between the picked up leg and the first/last leg of the original pairing.

38-5.03 The Duty RIG will not be applied to any duty period which is extended due to these partial Shift Trades.

38-5.04 If a Cabin Personnel picks up a single-leg partial Shift Trade that was the first leg after a scheduled layover in the original pairing, the Cabin Personnel picking up the leg may request that the hotel accommodations for that layover be reinstated. The request to reinstate the hotel accommodations must be submitted, electronically, to Crew Scheduling a minimum of six (6) hours prior to the original layover.

### **38-6 HOTEL CANCELLATION PAYMENT**

38-6.01 In the event the Company discontinues the ACM policy due to reasons external to the Company's control, the Company shall determine a process to provide Cabin Personnel, who are enrolled in the ongoing hotel cancellation program, a twenty dollar (\$20) payment for each hotel room cancellation at their Domicile.

38-6.02 The Company shall only commence providing the hotel cancellation payment set out in 38-6.01 above to Cabin Personnel after eighteen (18) full monthly scheduling periods have elapsed since the discontinuance of the ACM policy. These hotel cancellation payments shall be subject to all required deductions.

## **ARTICLE 39 - TRAINING**

### **39-1 TRAINING - GENERAL**

39-1.01 All Cabin Personnel are required to remain qualified (or requalified should their qualifications lapse due to an approved period of Inactivity) for their role. To remain qualified, a Cabin Personnel must successfully complete all required Transport Canada and Company training elements.

### **39-2 RE-EVALUATION**

39-2.01 If a Cabin Personnel is unsuccessful in a training event, they shall be provided with an opportunity for re-evaluation. Schedule adjustments for the Cabin Personnel will be made by the Company as required to accommodate the re-evaluation. Upon successful re-evaluation, the Cabin Personnel will be placed on RTD reserve for the remainder of any affected pairing(s).

### **39-3 RECURRENT TRAINING DATE CHANGE REQUESTS**

39-3.01 Notice will normally be provided to Cabin Personnel sixty (60) Calendar Days in advance of any month's training events. A Cabin Personnel can request to change their annual/recurrent training dates by submitting the request up to the date of bids closing for the month in which training is scheduled. Approval of such requests will be based on operational requirements.

39-3.02 Two (2) Cabin Personnel who are scheduled annual/recurrent training in the same monthly scheduling period may request a trade of training dates by submitting the request up to the date of bids closing for the month in which training is scheduled. Such requests shall not be unreasonably denied.

### **39-4 TRAVEL OUT OF BASE FOR TRAINING**

39-4.01 When the Company requires a Cabin Personnel to travel to a location other than their base for Company required in-person training, the Company will provide free positive space travel in accordance with the Company's Business Travel - Positive Space Policy from/to the training location from the Cabin Personnel's base. The Company will also provide hotel accommodations and ground transportation between the airport, the hotel and the training facility.

39-4.02 If a Cabin Personnel who changed their training travel from their base to Domicile is unable to return to their Domicile within one legal duty period on the last Day of training, they will be responsible for their own accommodations.

### **39-5 ONLINE TRAINING MODULES**

39-5.01 Online training modules required for in-person training events will normally be loaded in the electronic learning portal a minimum of sixty (60) Calendar Days prior to the in-person training event. When a Cabin Personnel is returning from a period of Inactivity less than sixty (60) Calendar Days prior to the in-person training event, the online training modules will be loaded as soon as practicable after the Cabin Personnel notifies the Company of their return to work date.

## **ARTICLE 40 - CHARTER OPERATIONS AND SPECIAL PURPOSE FLIGHTS**

### **40-1 CHARTER OPERATIONS**

40-1.01 Examples of Charter operations include sports Charters, ad hoc Charters, and scheduled Charters.

40-1.02 The Company may assign Cabin Personnel for Charter operations. The Cabin Personnel will have the right to refuse such assignment. For any Charter operations requiring specific staffing assignments, the Company will notify the Union.

40-1.03 Duty periods containing a Charter flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Charter flight.

40-1.04 In the event that a potential Charter opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 40-1.02 and 40-1.03 above, the Company will notify the Union in order to negotiate any required changes.

### **40-2 SPECIAL PURPOSE FLIGHTS**

40-2.01 Examples of Special Purpose Flights include inaugural flights, high-profile flights, or flights with a significant publicity opportunity.

40-2.02 The Company may assign Cabin Personnel to a limited number of Special Purpose Flights, not to exceed ten (10) round trip flights per year, when it determines that the circumstances call for a particular crew.

40-2.03 Duty periods containing a Special Purpose Flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Special Purpose Flight.

40-2.04 In the event that a potential Special Purpose Flight opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 40-2.02 and 40-2.03 above, the Company will notify the Union in order to negotiate any required changes.

## ARTICLE 41 - PAY ADMINISTRATION

### 41-1 MINIMUM MONTHLY PAY GUARANTEE (MMG)

41-1.01 The MMG for a full-time Cabin Personnel shall be eighty (80) Credit Hours. The MMG for a part-time Cabin Personnel shall be fifty (50) Credit Hours.

41-1.02 A Cabin Personnel who is not available for duty due to an unpaid absence from the workplace or who is involved in a Shift Trade that involves a decrease in their Credit Hours will have their MMG reduced accordingly.

41-1.03 When a duty period starts in one (1) monthly scheduling period and ends in the following monthly scheduling period, the Credit Hours associated with that duty period will be applied to the monthly scheduling period in which the duty period was scheduled to commence.

41-1.04 A Cabin Personnel will receive pay for monthly scheduling period credit growth when the Cabin Personnel's original monthly scheduled Credit Hours plus any credit growth exceeds the Cabin Personnel's MMG.

41-1.05 When a Shift Trade results in the addition of Credit Hours to a Cabin Personnel's monthly schedule (i.e. positive shift variance), the Cabin Personnel will be paid but not credited the value of the additional Credit Hours. The reconciliation of a Shift Trade pairing will be completed as outlined in 41-5.01 below. Any credit growth on the Shift Trade pairing shall be credited towards the MMG in 41-1.01 above and overtime threshold in 41-2.01 below.

### 41-2 OVERTIME THRESHOLD

41-2.01 A Cabin Personnel will receive overtime pay, at one and one half (1.5) times the Cabin Personnel's hourly rate, for eligible Credit Hours worked in excess of:

- a) ninety (90) Credit Hours for the monthly scheduling period, or
- b) one hundred and ten (110) Credit Hours in the monthly scheduling period of non-operational shift pick-ups.

There shall be no duplication of overtime payments for the same hours worked.

41-2.02 Any scheduled/assigned hours which were not worked by a Cabin Personnel in a monthly scheduling period due to an unpaid absence from the workplace shall not be eligible for overtime compensation and shall be removed from that monthly scheduling period's Credit Hour total for the purposes of calculating the Cabin Personnel's overtime pay entitlement.

### 41-3 HOURS COMPENSATED AS PREMIUM PAY

41-3.01 Credit Hours to be compensated as premium pay are outlined in the following Articles:

- Article 34 – Scheduling
  - 34-2.03
  - 34-18.04
  - 34-27.06
- Article 41 – Pay Administration
  - 41-4.01
  - 41-6.01
  - 41-6.03

41-3.02 Any Credit Hours compensated as premium pay in a monthly scheduling period shall not be eligible for overtime compensation and shall be removed from that monthly scheduling period's Credit Hour total for the purposes of calculating the Cabin Personnel's overtime pay entitlement.

#### **41-4 PUBLISHED COMPANY OPEN TIME PAIRINGS**

- 41-4.01 A Cabin Personnel who picks up a pairing from published Company open time, including pairings picked up from Company cold-calling, will be compensated premium pay at one and one half (1.5) times the Cabin Personnel's regular rate of pay for the Credit Hours of the pairing which shall include any credit growth in the pairing.
- 41-4.02 If a Cabin Personnel does not complete a Company open time pairing due to an absence from the workplace, any Credit Hours not completed will not be paid and there shall be no deduction of sick leave.
- 41-4.03 If a Cabin Personnel agrees to voluntarily swap a pairing(s) which was originally scheduled or picked up by Shift Trade for a published Company open time pairing(s), the Cabin Personnel will not be eligible for premium pay for the Company open time pairing(s). For the purposes of this paragraph, any Credit Hours worked in excess of the original pairing credit will be considered credit growth.
- 41-4.04 If a Cabin Personnel agrees to voluntarily swap a pairing(s) which was picked up from published Company open time for a different published Company open time pairing(s), the premium pay will be based on the actual completed pairing(s).

#### **41-5 PAIRING RECONCILIATION**

- 41-5.01 A Cabin Personnel will be credited the greater of their originally scheduled Credit Hours of the entire pairing or the Credit Hours actually operated by the Cabin Personnel over the entire pairing. Any increase in pairing Credit pursuant to this provision will be considered monthly scheduling period credit growth.

**NOTE: 41-5.02 through 41-5.04 below effective for the first full monthly scheduling period which commences twelve (12) months following the date of ratification of this Agreement.**

- 41-5.02 The original scheduled Credit Hours of the pairing is calculated as the combined total Credit Hours of all the scheduled duty periods in the pairing or one (1) Credit Hour for each four (4) hours of scheduled time away from base (TAFB) in the pairing ("Trip RIG"), whichever is greater. The original scheduled Credit Hours of each individual duty period will be the greater of:
- a) The scheduled Block Hours, plus any Deadhead Credit, in the duty period,
  - b) The minimum duty period credit ("MDPC") of four (4) Credit Hours, or;
  - c) Fifty percent (50%) of the scheduled duty time in the duty period ("Duty RIG")
- 41-5.03 The actual operated Credit Hours of the pairing is calculated as the combined total Credit Hours of all the operated duty periods in the pairing or one (1) Credit Hour for each four (4) hours of actual TAFB in the pairing ("Trip RIG"), whichever is greater. The actual operated Credit Hours of each individual duty period will be the greater of:
- a) The actual Block Hours, plus any Deadhead Credit, completed in the duty period,
  - b) The MDPC of four (4) Credit Hours, or;
  - c) Fifty percent (50%) of the actual duty time completed in the duty period ("Duty RIG")
- 41-5.04 In the event a Cabin Personnel does not complete a scheduled duty period due to an absence from the workplace or a personal pairing modification, the Cabin Personnel will not be eligible for the MDPC for the partially completed duty period.
- 41-5.05 If a Deadhead is added to a pairing to position a Cabin Personnel back to their crew base or Domicile following an absence from the workplace, this Deadhead will not be eligible for any additional pay. The actual operated pairing Credit Hours will be calculated based on the last

completed scheduled flight segment in the pairing. Per diem will be paid based on the Cabin Personnel's actual return time to their base or Domicile.

#### **41-6 PAIRING EXTENSION PAY**

- 41-6.01 If a Cabin Personnel is operationally extended by the Company beyond 0259 LBT into a Day(s) Off, the Cabin Personnel will be entitled to premium pay of four (4) hours at one and one half (1.5) times the Cabin Personnel's regular rate of pay.
- 41-6.02 In the event an extension results in the removal or modification of a subsequent pairing(s), the Cabin Personnel will be pay protected for that subsequent pairing(s) unless the extension results in a greater Credit entitlement than the subsequent pairing(s) would have originally provided.
- 41-6.03 A Cabin Personnel may be asked by the Company to extend their pairing by adding a flight segment(s) after the completion of their scheduled pairing. Acceptance of such an extension is entirely voluntary and if accepted, the Cabin Personnel shall be paid premium pay of one and one-half (1.5) times the Cabin Personnel's regular rate of pay for the actual Block Time of the additional flight(s).

#### **41-7 MEETING AND MODIFIED DUTY PAY**

- 41-7.01 A Cabin Personnel who is scheduled to attend an in-person mandatory Company meeting as part of their original monthly schedule will be credited two and one-quarter (2.25) Credit Hours for a half Day meeting or four and one-half (4.5) Credit Hours for a full Day meeting. A half Day meeting will not be scheduled for more than four (4) hours of meeting time and a full Day meeting will not be scheduled for more than eight (8) hours of meeting time.
- 41-7.02 A Cabin Personnel who is required to attend an in-person mandatory Company meeting that is not part of their original monthly schedule will be paid but not credited the greater of one point six nine (1.69) hours or fifty percent (50%) of the actual meeting time, unless the meeting occurs before or after a duty period on that Day.
- 41-7.03 In the event an in-person mandatory Company meeting occurs before or after an existing duty period, an adjustment will be made to the Report and/or Release Time of that duty period in accordance with Article 34 – Scheduling. Fifty percent (50%) of the meeting time will be added to the Credit of the existing duty period and will be reconciled in accordance with 41-5.01 above.
- 41-7.04 A Cabin Personnel will be paid but not credited fifty percent (50%) of the meeting time for Company required meetings held by phone call or video conferencing.
- 41-7.05 In the event a meeting outlined above results in the removal or modification of a pairing(s), the Cabin Personnel will be pay protected for the greater of the meeting pay above or the original Credit of the modified or removed pairing(s).
- 41-7.06 A Cabin Personnel who is scheduled for a modified duties shift, will be credited/paid the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual duty period.

#### **41-8 AD HOC ASSIGNMENT PAY**

- 41-8.01 A Cabin Personnel who is scheduled to attend an ad hoc assignment shift as part of their original monthly schedule will be credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the scheduled ad hoc assignment shift time.
- 41-8.02 A Cabin Personnel who completes an ad hoc assignment shift that is not part of their original monthly schedule will be paid but not credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual completed ad hoc assignment shift time.



41-8.03 In the event an ad hoc assignment shift results in the removal or modification of a pairing(s), the Cabin Personnel will be pay protected for the greater of the ad hoc assignment pay above or the original Credit of the modified or removed pairing(s).

#### **41-9 TRAINING PAY**

##### Company Required In-Class Training

41-9.01 A Cabin Personnel shall be credited four and one-half (4.5) Credit Hours for each scheduled full Company required training event or three (3) Credit Hours for each scheduled partial Company required training event.

41-9.02 A Cabin Personnel who is required to attend unscheduled or rescheduled training on a scheduled Day Off will be paid but not credited four and one-half (4.5) hours for each full Company required training event or three (3) hours for each partial Company required training event. If the unscheduled or rescheduled training is the result of an unsuccessful training event, the Cabin Personnel will be paid but not credited the greater of one point six nine (1.69) hours or fifty percent (50%) of the actual training time.

41-9.03 A full Company required training event shall not be scheduled for more than eight and one half (8.5) hours of in-class time, excluding a lunch break. A partial Company required training event shall not be scheduled for more than six (6) hours of in-class time, excluding a lunch break.

41-9.04 Partial training Days shall be limited to one (1) for every multiple-Day training event and shall not be scheduled as a single Day training event.

41-9.05 In the event the unscheduled or rescheduled training results in the removal or modification of a pairing(s), the Cabin Personnel will be pay protected for the greater of the training pay above or the original Credit of the modified or removed pairing(s).

41-9.06 A Cabin Personnel will not be pay protected for a pairing(s) or Non-Pairing Activity(ies) that is removed due to rescheduled training resulting from:

- a) an unsuccessful training event;
- b) an unapproved absence from the workplace; or
- c) an approved absence from the workplace resulting in a Cabin Personnel being de-qualified.

##### Online and Company Required Out-of-Class Training

41-9.07 Online and Company required out-of-class training will be paid but not credited fifty percent (50%) of the completion time for Company required training. For clarity, a Cabin Personnel's personal review and study time shall not be considered Company required out-of-class training. For the purposes of pay, the completion time of each course or work assigned will be based on the published completion time for that course.

41-9.08 Online and Company required out-of-class training pay will be paid on a quarterly basis.

#### **41-10 TRAVEL OUT OF BASE FOR TRAINING PAY**

41-10.01 A Cabin Personnel will receive the following for travelling out of base for training:

- a) Travel between YVR-YYC or YYC-YVR will be credited one and one half (1.5) Credit Hours for the round trip.
- b) Travel between YYZ-YYC or YYC-YYZ will be credited four (4) Credit Hours for the round trip.
- c) Travel between YVR-YYZ or YYZ-YVR will be credited five (5) Credit Hours for the round trip.
- d) Travel from a Cabin Personnel's base to any city not listed above will be credited fifty percent (50%) of the scheduled round trip flight time.

41-10.02 The Time Away From Base (TAFB) for the purposes of per diem for Company required in-class training will be calculated from the originally scheduled departure time of the positive space flight from the Cabin Personnel's base until the originally scheduled arrival time of the positive space flight back to the Cabin Personnel's base.

41-10.03 A Cabin Personnel will be permitted to change their training travel to depart from and return to their Domicile instead of their base. If a Cabin Personnel changes their training travel, the travel Credit outlined in 41-10.01 above and TAFB outlined in 41-10.02 above will be reconciled based on the originally assigned travel. A request to change training travel must be submitted no later than five (5) Days after the release of the monthly schedule.

#### **41-11 PER DIEM**

41-11.01 Per Diem payments shall be paid to a Cabin Personnel when the Cabin Personnel is away from their base for a pairing or a Company required in-person training event.

41-11.02 The time away from base (TAFB) for a pairing will be calculated from the actual Report Time to the actual Release Time of the pairing.

41-11.03 The International layover rates in 41-11.04 b), c), or d) below will be provided for all layovers in International destinations and will be in lieu of the standard per diem rate for that time period. The TAFB that will be paid at the applicable International layover rate will be calculated from the Out Event of the flight segment to the International layover destination until the In Event of the flight segment returning from the International layover destination.

41-11.04 The per diem rates shall be as follows:

- a) Standard per diem rate: \$3.54 CAD per hour of TAFB.
- b) North America (excluding Canada) layovers: \$4.60 CAD per hour of TAFB.
- c) Intercontinental (excluding UK and Ireland) layovers: \$5.32 CAD per hour of TAFB
- e) UK/Ireland layovers: \$6.00 CAD per hour of TAFB

41-11.05 The per diem rates above will increase by two percent (2%) on April 1 of each year effective April 1, 2021 and every subsequent year until December 31, 2025.

## **ARTICLE 42 - PAY SCHEDULE AND PAY DISCREPANCIES**

### **42-1 PAY SCHEDULE**

- 42-1.01 Cabin Personnel will be paid on a semi-monthly basis with pay dates on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) Calendar Days of the month, except for February which will be on the fifteenth (15<sup>th</sup>) Calendar Day and the last Calendar Day of the month. In the event a pay date occurs on a weekend or statutory holiday, Cabin Personnel will be paid on the last Business Day prior to that pay date.
- 42-1.02 The monthly scheduling period reconciliation will be paid on the fifteenth (15<sup>th</sup>) Calendar Day of the following month.
- 42-1.03 Cabin Personnel shall be paid via direct deposit by the Company through the automated payroll distribution system.
- 42-1.04 Pay stubs will normally be made available electronically on the Calendar Day prior to the pay date.

### **42-2 PAY DISCREPANCIES**

- 42-2.01 Underpayments will be paid to a Cabin Personnel on the next regular pay date. At the Cabin Personnel's request, underpayments in a pay period resulting from a Company error which are in excess of one hundred dollars (\$100) will be reimbursed on a separate deposit. The Company shall normally confirm and issue payment within seven (7) Business Days of email notification by the Cabin Personnel to Crew Pay of such underpayment.
- 42-2.02 In the case of an overpayment, the Company shall notify the Cabin Personnel in writing that an overpayment has been made and will include an explanation of all relevant calculations.
- 42-2.03 Overpayments of one thousand two hundred dollars (\$1200) or less shall be recovered from the Cabin Personnel in fifty dollars (\$50) increments per pay period. The Cabin Personnel may make additional payments at their discretion. In the event the Cabin Personnel is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 42-2.04 Overpayments between one thousand two hundred dollars (\$1200) and two thousand four hundred dollars (\$2400) shall be recovered from the Cabin Personnel in one hundred dollar (\$100) increments per pay period. The Cabin Personnel may make additional payments at their discretion. In the event the Cabin Personnel is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 42-2.05 For overpayments greater than two thousand four hundred dollars (\$2400), the Company and the Cabin Personnel, with a Union representative if requested, will discuss a reasonable alternate payment plan. If the Company and the Cabin Personnel cannot reach a mutually agreeable repayment plan, the Company will implement a repayment plan which, barring exceptional circumstances, shall not exceed twenty-four (24) months in duration and the minimum increment shall be no less than one hundred dollars (\$100) per pay period. In the event the Cabin Personnel is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 42-2.06 Carry-forward deductions from a previous monthly scheduling period which are a result of a Shift Trade(s) or absence(s) from the workplace are not subject to 42-2.03, 42-2.04, or 42-2.05 above and shall be deducted from any future payments to be issued to the Cabin Personnel.

**ARTICLE 43 - RATES OF PAY**

**43-1 RATES OF PAY**

<b>Cabin Crew Members</b>							
<b>Step</b>	<b>Active Service Completed as a Cabin Personnel</b>	<b>Mar 20, 2021</b>	<b>Sept 1, 2021</b>	<b>Jan 1, 2022</b>	<b>Jan 1, 2023</b>	<b>Jan 1, 2024</b>	<b>Jan 1, 2025</b>
Step 1	Start rate	\$26.94	\$27.07	\$27.35	\$27.76	\$28.31	\$28.88
Step 2	Completed 1 year	\$28.66	\$28.80	\$29.09	\$29.53	\$30.12	\$30.72
Step 3	Completed 2 years	\$30.49	\$30.64	\$30.95	\$31.41	\$32.04	\$32.68
Step 4	Completed 3 years	\$32.44	\$32.60	\$32.93	\$33.42	\$34.09	\$34.77
Step 5	Completed 4 years	\$34.51	\$34.68	\$35.03	\$35.55	\$36.27	\$36.99
Step 6	Completed 5 years	\$36.71	\$36.89	\$37.26	\$37.82	\$38.58	\$39.35
Step 7	Completed 6 years	\$39.05	\$39.25	\$39.64	\$40.23	\$41.04	\$41.86
Step 8	Completed 7 years	\$41.54	\$41.75	\$42.17	\$42.80	\$43.65	\$44.53
Step 9	Completed 8 years	\$44.19	\$44.41	\$44.86	\$45.53	\$46.44	\$47.37
Step 10	Completed 9 years	\$47.01	\$47.25	\$47.72	\$48.43	\$49.40	\$50.39
Step 11	Completed 10 years	\$50.01	\$50.26	\$50.76	\$51.52	\$52.55	\$53.61

43-1.01 Cabin Personnel hired before ratification will be grandfathered at their current wage until their next anniversary date, at which point they will be placed on the next step on the grid which represents an increase from their present rate of pay.

43-1.02 Except as otherwise stated in this Agreement, a Cabin Personnel will not accrue service for pay progression purposes during any period(s) of Inactivity.

43-1.03 The Cabin Personnel rates of pay outlined above are based on a Credit Hour system. It is understood that the Credit Hour system provides wages on a basis other than duty time worked. Credit Hours will be calculated and paid as outlined in this Agreement.

**43-2 WIDE-BODY CABIN MANAGER PAYMENT**

**NOTE: Effective for the first full monthly scheduling period following the ratification date of this Agreement.**

43-2.01 The value of the wide-body Cabin Manager’s monthly premium shall be twenty percent (20%) of the wide-body Cabin Manager’s rate of pay for all Credit Hours in the monthly scheduling period. This premium will not apply when a wide-body Cabin Manager voluntarily operates a narrow-body pairing.

Effective January 1, 2023, the value of the wide-body Cabin Manager’s monthly premium shall be twenty-five percent (25%) of the wide-body Cabin Manager’s rate of pay for all Credit Hours in the monthly scheduling period. This premium will not apply when a wide-body Cabin Manager voluntarily operates a narrow-body pairing.

Effective January 1, 2025, the value of the wide-body Cabin Manager's monthly premium shall be thirty percent (30%) of the wide-body Cabin Manager's rate of pay for all Credit Hours in the monthly scheduling period. This premium will not apply when a wide-body Cabin Manager voluntarily operates a narrow-body pairing.

<b>Wide-body Cabin Managers</b>							
<b>Step</b>	<b>Active Service Completed as a Cabin Personnel</b>	<b>Apr 1, 2021</b>	<b>Sept 1, 2021</b>	<b>Jan 1, 2022</b>	<b>Jan 1, 2023</b>	<b>Jan 1, 2024</b>	<b>Jan 1, 2025</b>
Step 1	Start rate	\$32.33	\$32.49	\$32.81	\$34.69	\$35.39	\$37.54
Step 2	Completed 1 year	\$34.39	\$34.56	\$34.91	\$36.91	\$37.65	\$39.94
Step 3	Completed 2 years	\$36.59	\$36.77	\$37.14	\$39.27	\$40.05	\$42.49
Step 4	Completed 3 years	\$38.93	\$39.12	\$39.51	\$41.78	\$42.61	\$45.20
Step 5	Completed 4 years	\$41.41	\$41.62	\$42.04	\$44.44	\$45.33	\$48.09
Step 6	Completed 5 years	\$44.05	\$44.27	\$44.71	\$47.28	\$48.22	\$51.15
Step 7	Completed 6 years	\$46.86	\$47.09	\$47.57	\$50.29	\$51.30	\$54.41
Step 8	Completed 7 years	\$49.85	\$50.10	\$50.60	\$53.50	\$54.57	\$57.88
Step 9	Completed 8 years	\$53.03	\$53.29	\$53.83	\$56.91	\$58.05	\$61.58
Step 10	Completed 9 years	\$56.41	\$56.69	\$57.26	\$60.54	\$61.75	\$65.51
Step 11	Completed 10 years	\$60.01	\$60.31	\$60.92	\$64.41	\$65.69	\$69.69

**43-3 CABIN CREW MEMBER LEAD DUTIES PAYMENT**

43-3.01 To recognize the rotation of the lead duties on narrow-body aircraft, Cabin Crew Members will receive a quarterly Cabin Crew Member lead duties payment. This payment will be calculated as 3.125% of the Cabin Crew Member's Credit Hours in that quarter.

43-3.02 The Cabin Crew Member lead duties payment for each quarter will be paid on the fifteenth (15<sup>th</sup>) Calendar Day of the month following the end of each quarter.

43-3.03 Wide-body Cabin Managers will not receive the Cabin Crew Member lead duties payment.

## **ARTICLE 44 - WESTJET SAVINGS PLAN, PROFIT SHARE AND OPA**

### **44-1 WESTJET SAVINGS PLAN**

44-1.01 Cabin Personnel shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP), in accordance with the terms and conditions of the plan, as they may be amended by the Company. A Cabin Personnel's elected contributions pursuant to the WSP shall be limited to a maximum of twenty percent (20%) of the Cabin Personnel's eligible earnings.

### **44-2 PROFIT SHARE**

44-2.01 Cabin Personnel shall be eligible to participate in the Company's profit share plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Cabin Personnel shall not have a lesser ability to participate than any other employee group.

### **44-3 OWNERS PERFORMANCE AWARD (OPA)**

44-3.01 Cabin Personnel shall be eligible to participate in the Company's Owner's Performance Award plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Cabin Personnel shall not have a lesser ability to participate than any other employee group.

## **ARTICLE 45 - EXPENSES**

### **45-1 PARKING**

45-1.01 The Company will provide monthly parking to a Cabin Personnel at their base provided the airport has designated employee parking available. Alternatively, the Company will cover the cost of the monthly parking at the Cabin Personnel's Domicile provided the airport has designated employee parking available. The cost of such alternative parking shall not exceed the Company's monthly cost of providing parking at the Cabin Personnel's base. The Cabin Personnel is responsible to abide by the employee parking regulations of the applicable airport authority in which they are provided parking.

### **45-2 VACCINATIONS**

45-2.01 If a Cabin Personnel is unable to obtain coverage for the cost of mandatory travel vaccinations from a provincial health plan or under the group benefits program, the Company will reimburse the Cabin Personnel the cost of those mandatory travel vaccinations. Mandatory travel vaccinations shall be those required for the Cabin Personnel to travel to destinations serviced by the Company. This reimbursement shall be conditional upon the Cabin Personnel's submission of a receipt for the vaccination costs.

### **45-3 INCIDENTALS**

45-3.01 When extenuating circumstances arise during a pairing, a Cabin Personnel shall contact the Inflight On Call Leader, or such other Company designated representative, to address the need to purchase basic necessities. An expense claim with supporting receipts must be submitted for reimbursement.

**ARTICLE 46 - VACATION, STATUTORY HOLIDAYS AND GDOs**

**46-1 VACATION**

46-1.01 A Cabin Personnel's vacation allotment will be based on completed years of continuous service with the Company. Vacation allotment shall be prorated for a part year of Company service.

46-1.02 A Cabin Personnel's annual vacation allotment is as follows:

- a) During the first three (3) years of employment Cabin Personnel earn two (2) weeks per year.
- b) At the commencement of the fourth (4<sup>th</sup>) year of employment until the end of the sixth (6<sup>th</sup>) year of employment Cabin Personnel earn three (3) weeks per year.
- c) At the commencement of the seventh (7<sup>th</sup>) year of employment Cabin Personnel earn four (4) weeks per year.

46-1.03 Vacation for full-time Cabin Personnel is accrued and awarded in Credit Hours and calculated each pay period. A Cabin Personnel shall receive this accrual each pay period in which they are Active. A Cabin Personnel on an Inactive status for the full pay period does not receive an accrual; however, if the Cabin Personnel is Active at least one (1) Day in the pay period, the full accrual for that pay period is granted.

46-1.04 Vacation pay for part-time Cabin Personnel is accrued and paid out each pay period. Scheduled vacation time for part-time Cabin Personnel shall be unpaid.

<b>Vacation Time Available</b>	<b>Vacation Pay Percentage</b>
2 weeks per year	4%
3 weeks per year	6%
4 weeks per year	8%

**46-2 STATUTORY HOLIDAYS**

46-2.01 The Company observes ten (10) "Statutory Holidays" defined as the following:

- The nine (9) general holidays defined under the *Canada Labour Code*; and,
- The Civic Holiday.

46-2.02 In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday. Notwithstanding the preceding sentence, in no event will a Cabin Personnel receive less statutory holidays than any other Company employee group. For the purposes of bidding statutory holidays are allocated on January 1 of each calendar year. A Cabin Personnel shall bid these ten (10) statutory holidays in a calendar year pursuant to 46-4 below.

46-2.03 For a new-hire Cabin Personnel, from their date of hire to the end of the current calendar year, statutory holidays will be prorated and will be scheduled by Crew Planning.

46-2.04 A Cabin Personnel on any type Inactive status shall forfeit their entitlement to any statutory holidays Days which occurred while they were on Inactive status, and they will not accumulate statutory holidays credit during their absence. After their return from Inactive status, statutory holidays Days will be reconciled.

46-2.05 One (1) statutory holiday will be credited at four and one half (4.5) Credit Hours for full-time Cabin Personnel and three and one quarter (3.25) Credit Hours for part-time Cabin Personnel.

**NOTE: Part-time biddable stats effective January 1, 2022**



### **46-3 VACATION CREDIT VALUE**

46-3.01 One vacation Day will be credited at four and one-half (4.5) Credit Hours.

### **46-4 VACATION BIDDING**

**NOTE: Effective no later than September 2021 for 2022 vacation bidding**

46-4.01 There will be two (2) rounds of vacation bidding.

46-4.02 Cabin Personnel will submit all preferences for individual vacation weeks for each round of bidding.

46-4.03 All Cabin Personnel must bid on vacation according to their base, classification, and aircraft qualifications.

46-4.04 Cabin Personnel will bid for their statutory holiday allotment in the same manner as they do for a vacation week.

46-4.05 On September 1 of each year, the Company shall post a notice indicating total vacation bidding weeks available the following year and bidding shall begin with the deadline for submissions on September 8.

46-4.06 Results of the first round will be published and sent to the Scheduling Review Committee within two (2) Business Days.

46-4.07 The Cabin Personnel may dispute a vacation award to the Scheduling Review Committee within five (5) Calendar Days of the vacation awards in the first round being published. The Scheduling Review Committee will have five (5) Calendar Days following the close of this period to issue a final decision.

46-4.08 The second round of vacation bidding shall commence after the Scheduling Review Committee issues its final decisions on first round disputes. The second round of vacation bidding shall be open for seven (7) Calendar Days.

46-4.09 Results from the second round will be published and sent the Scheduling Review Committee within two (2) Business Days of the second round vacation bid closing.

46-4.10 The Cabin Personnel may dispute a vacation award to the Scheduling Review Committee within five (5) Calendar Days of the vacation awards in the second round being published. The Scheduling Review Committee will have five (5) Calendar Days following the close of this period to issue a final decision.

46-4.11 The final vacation award will be published after the Scheduling Review Committee issues its final decision on second round disputes.

### **46-5 VACATION AWARDS**

46-5.01 Vacation will be awarded by seniority subject to 46-4.03 above.

46-5.02 The first round of vacation awards will consist of two waves. In the first wave, the most senior Cabin Personnel will be awarded only up to three (3) vacation weeks of their allotment provided they have entered sufficient preferences during the bid process. The next senior Cabin Personnel will then be awarded up to three (3) vacation weeks in the same manner, until the least senior Cabin Personnel has gone through the process.

46-5.03 In the second wave of the first round, the most senior Cabin Personnel will then be awarded their remaining vacation allotment provided the Cabin Personnel has entered sufficient preferences during the bid process. The next senior Cabin Personnel will then be awarded their remaining vacation allotment through the same process.

46-5.04 Cabin Personnel who did not submit sufficient preferences and/or have any unawarded vacation weeks after the first round may participate in the second round of vacation awards and submit their preferences. The process of the second round of vacation awards shall follow the same process as the first round until all Cabin Personnel have had their remaining vacation allotment awarded.

46-5.05 Cabin Personnel who did not submit sufficient preferences to be awarded their remaining vacation allotment in the second round will be awarded vacation weeks by the Company from the remaining available vacation weeks.

#### **46-6 VACATION PORTABILITY**

46-6.01 Where a Cabin Personnel is awarded and/or assigned a new base, classification, or aircraft type the Cabin Personnel shall maintain their awarded and/or assigned vacation. Should the Cabin Personnel's awarded vacation conflict with operational requirements, the Company may contact the Cabin Personnel to amend their vacation award. Any such amendment must be with the agreement of the Cabin Personnel.

#### **46-7 VACATED VACATION AWARDS**

46-7.01 A Cabin Personnel may request a change to their awarded vacation weeks by emailing the Crew Planning department. Crew Planning will review all requests and may grant the request based on operational requirements and on a first-come first-serve basis.

#### **46-8 VACATION TRADES**

46-8.01 A Cabin Personnel may request to trade a vacation week(s) with another Cabin Personnel who is in the same base, classification, and aircraft type, subject to required training. Cabin Personnel must submit a request to trade a vacation week(s) by email to the Crew Planning department no later than bid closing one month prior to the month the vacation occurs.

#### **46-9 VACATION AND GUARANTEED DAY(S) OFF (GDO)**

46-9.01 One (1) week of vacation for Cabin Personnel will consist of five (5) consecutive Days and shall begin at 0100 LBT of the first vacation Day.

46-9.02 Should a Cabin Personnel choose, up to two (2) GDOs shall be granted to them to attach to each of their awarded vacation blocks. The GDOs may be placed either before, after, or on either side of each vacation block. These GDOs are unpaid, have no Credits attached, and contribute to the regular number of scheduled Days Off in a monthly scheduling period.

#### **46-10 VACATION RECONCILIATION**

46-10.01 Except as otherwise provided in this Agreement, a Cabin Personnel who is on Sick Leave, who transitions from Sick Leave to STD/LTD or Workers Compensation Benefits (WCB), or any other leave and who has vacation Days previously accrued but not used, will have those Days either reassigned as a new vacation period upon their return to duty, or, paid out to the Cabin Personnel during the Company end of year reconciliation process.

46-10.02A Cabin Personnel who has taken more vacation than they earned shall, upon the Company end of year reconciliation process, have the option to reimburse the overage either in a lump sum, through Company payroll deduction by installments or a reduction of the same number of vacation Days from remaining entitlement of the current year.

## **ARTICLE 47 - LAYOFF AND RECALL**

### **47-1 LAYOFFS**

- 47-1.01 The Company shall notify the Union a minimum of forty-five (45) Calendar Days prior to the anticipated effective date of layoff.
- 47-1.02 Cabin Personnel on a leave of absence shall not be excluded from the Master Seniority List for this purpose.
- 47-1.03 Prior to any layoff(s), all surplus positions(s) shall be to the extent possible first dealt with through the following adjustment plan measures:
- Unpaid Leave of Absence in accordance with Article 21 – Leaves of Absence; and
  - Voluntary layoff.
- 47-1.04 Within seven (7) Calendar Days of the notice in 47-1.01 being provided, the Parties will meet to discuss the possible changes to the Unpaid Leave of Absence program and/or voluntary layoffs. Any changes to the Unpaid Leave of Absence program must be mutually agreed to in writing by both Parties. These discussions will not prevent or delay the Company from implementing layoffs.
- 47-1.05 Where there is a layoff of Cabin Personnel, layoffs will be by base, assigned in reverse order of seniority, starting with the Cabin Personnel with the lowest seniority in the Affected Base subject to classification and aircraft qualifications.
- 47-1.06 A Cabin Personnel on layoff will be eligible for benefits in accordance with the terms and conditions of the Company benefit plan.
- 47-1.07 Upon layoff, a Cabin Personnel will be paid out for any earned vacation.

### **47-2 BASE CLOSURE**

- 47-2.01 The Company agrees to formally notify the Union ninety (90) Calendar Days before the anticipated base closure date, in writing, prior to closing any active base.
- 47-2.02 The Company and the Union recognize the value of meeting prior to a base closure occurring. The purpose of this meeting is to discuss options to minimize the impact on affected Cabin Personnel, discuss how the process of reduction will take place, and review the current Master Seniority List.
- 47-2.03 In the event of a base closure, Cabin Personnel may be required by the Company to transfer to another base, based on the Master Seniority List. This transfer and any relocation costs will be in accordance with the Article 48 – Relocation.

### **47-3 NOTICE OF LAYOFF**

- 47-3.01 The Company shall forward layoff notices or pay in lieu of notice to affected Cabin Personnel at least fourteen (14) Calendar Days in advance of the effective date of the layoff, by email, to their Company email address.
- 47-3.02 The notice period in 47-1.01 and 47-3.01 shall not apply in the event of conditions beyond the Company's control, including but not limited to an Act of God, a strike by or lockout of any other Company employee group or employees of an airline operating on behalf of the Company, a national emergency, involuntary revocation of the Company's operating certificate(s), grounding of a substantial number of the Company's aircraft, a reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands, or the unavailability of multiple aircraft scheduled for delivery.

### **47-4 BUMPING**

- 47-4.01 Should there be a layoff, the Cabin Personnel shall be placed on layoff status at their Affected Base or the Cabin Personnel may elect to bump the most junior Cabin Personnel on the Master

Seniority List at another base provided the bumping Cabin Personnel has the classification and aircraft qualifications necessary to perform the required work.

- 47-4.02 A Cabin Personnel who elects to bump a junior Cabin Personnel must notify the Company in writing of such intent within seven (7) Calendar Days of the date the Company sends the email with the notice of layoff to the Cabin Personnel.
- 47-4.03 A Cabin Personnel who bumps another junior Cabin Personnel will be required to report to work on the report date specified by the Company, which will be no earlier than fourteen (14) Calendar Days following the date the Cabin Personnel notifies the Company in accordance with 47-4.02 above.
- 47-4.04 A Cabin Personnel who bumps will not retain recall rights at their Affected Base.
- 47-4.05 All relocation costs associated with bumping to another base will be at the bumping Cabin Personnel's expense.

#### **47-5 RECALL**

- 47-5.01 When a vacancy arises at a base, Cabin Personnel on layoff from the Affected Base will be recalled first, in order of seniority, provided the Cabin Personnel has the classification and aircraft qualifications necessary to perform the required work.
- 47-5.02 A written notice of recall ("Notice of Recall") will be sent by email to the last email address provided to the Company. The email shall be clearly marked as "Recall Notice" on the subject line of the email. The Cabin Personnel shall be deemed to have received the Notice of Recall on the date the Company sends the email to the Cabin Personnel. The email shall be formatted to ensure "delivery receipt".
- 47-5.03 A Cabin Personnel on layoff must inform the Company of their contact information, including their personal email address, and they must ensure that their contact information on file remains up to date during layoff. Cabin Personnel who do not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the last email address on file and will not be entitled to preference in recall if they do not comply with this requirement.
- 47-5.04 A Cabin Personnel who is recalled to employment will have seven (7) Calendar Days from the date the Company sent the email with the Notice of Recall to advise the Company in writing of whether they accept or decline the Notice of Recall. A Cabin Personnel who does not respond to the Company in writing within this timeline will be deemed to have declined the Notice of Recall and will no longer be employed by the Company.
- 47-5.05 If, in exceptional circumstances, the Company requires additional Cabin Personnel on short notice and cannot provide the Cabin Personnel with seven (7) Calendar Days to respond to the Notice of Recall as outlined in 47-5.04 above, the Cabin Personnel will have forty-eight (48) hours from the date the email was sent to the Cabin Personnel to respond to the Company. The email shall be formatted to ensure "delivery receipt". A Cabin Personnel will not forfeit their recall rights if the Cabin Personnel is unable to accept the short notice recall because the Cabin Personnel is unable to report at the specified report date.
- 47-5.06 If a Cabin Personnel is recalled to their Affected Base they may decline a Notice of Recall and continue on layoff status provided there are more junior Cabin Personnel at their Affected Base in the same classification and with the same aircraft qualifications who remain on layoff. Once all junior Cabin Personnel are recalled, the Cabin Personnel must accept the recall to their Affected Base or they will be deemed to be no longer employed by the Company.
- 47-5.07 If a Cabin Personnel accepts a Notice of Recall to their Affected Base the Cabin Personnel must report to work by the specified date in the Notice of Recall which will be no earlier than fourteen (14) Calendar Days following the date the Cabin Personnel accepts the Notice of Recall or the Cabin Personnel will be deemed to be no longer employed by the Company.
- 47-5.08 If a Cabin Personnel is recalled to another base other than their Affected Base, the Cabin Personnel shall have the option to accept or decline the Notice of Recall. If a Cabin Personnel

accepts a Notice of Recall to another base the Cabin Personnel must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Notice of Recall was accepted, or the Cabin Personnel will be deemed to be no longer employed by the Company. A Cabin Personnel who accepts a recall to another base shall be removed from the recall list. If the Cabin Personnel declines a Notice of Recall to another base in writing to the Company then they shall remain on layoff status.

47-5.09 If the Cabin Personnel accepts a recall to another base other than their Affected Base, the Company shall provide the Cabin Personnel relocation expenses in accordance with Article 48 – Relocation.

47-5.10 Cabin Personnel shall continue to accrue seniority during the layoff period. Company service shall not accrue for any vacation entitlements, sick leave and pay progression purposes during the layoff period. Recall rights will terminate three (3) years from the first layoff date.

47-5.11 A Cabin Personnel whose qualifications have expired while on layoff shall be requalified at the Company's expense upon recall.

## **ARTICLE 48 - RELOCATION**

### **48-1 RELOCATION AT COMPANY EXPENSE**

48-1.01 The Company will only provide relocation assistance to Cabin Personnel in the following circumstances:

- a) When the Company closes a base and the Cabin Personnel is required by the Company to transfer to another base.
- b) To a Cabin Personnel who has been recalled from layoff and assigned to a base other than the base that they held at the time of the layoff.

### **48-2 CRITERIA FOR RELOCATION AT COMPANY EXPENSE**

48-2.01 Eligible relocation will be paid by the Company provided the Cabin Personnel physically and for all purposes relocates their Designated Primary Residence to the Cabin Personnel's new base and provided all of the following conditions are met:

- a) The relocation is from a Designated Primary Residence located outside a 160km radius of the new base;
- b) The relocation is to a Designated Primary Residence located inside a 160km radius of the new base (Relocation Radius);
- c) The distance from the previous Designated Primary Residence to the new Designated Primary Residence is at least 80 km; and
- d) The Cabin Personnel relocates their Designated Primary Residence no more than twelve (12) months after their start of duty at the new base.

### **48-3 RELOCATION SERVICES**

48-3.01 The Company shall provide the services of a relocation services provider per the Company Crew Member Relocation Policy. The Cabin Personnel will be assigned with a relocation services counselor for the full duration of the relocation. Eligible Cabin Personnel are required to manage relocations through the Company's relocation services provider.

### **48-4 RELOCATION ASSISTANCE**

48-4.01 The maximum of all associated relocation costs shall not exceed a total of forty-thousand dollars (\$40,000) for relocation costs, and twelve-thousand five hundred dollars (\$12,500) for land transfer tax.

48-4.02 Eligible relocation expenses will be reimbursed only if the Cabin Personnel submits a detailed receipt for each applicable item to the relocation administrator. Expenses must be submitted within six (6) months of the move to the new Designated Primary Residence.

48-4.03 If a Cabin Personnel rents a Designated Primary Residence, the fees paid because of early termination of the lease on the Cabin Personnel's Designated Primary Residence will be reimbursed up to a maximum of three (3) months' rent. Any amount charged for damages to the rental property will not be covered by the Company.

48-4.04 The Company will cover the expense(s) of relocating one (1) vehicle that is either moved, shipped or driven. If a car is driven for relocation purposes, the Cabin Personnel shall be reimbursed in accordance with the automobile allowance rates as per the Canadian Revenue Agency.

48-4.05 The Company will pay to move up to fourteen thousand (14,000) pounds of the Cabin Personnel's household goods. The household move will include packing, shipping and storage of goods to a maximum of thirty (30) Calendar Days. Only relocations to and from Canadian residences will be covered.

48-4.06 The Company will provide a house hunting trip and reimburse reasonable costs in accordance with the Company Crew Member Relocation Policy. The house-hunting trip must be completed on the Cabin Personnel's personal Days Off and will not be blocked or paid time.

**48-5 TIME OFF FOR RELOCATION**

48-5.01 Cabin Personnel who are eligible for relocation assistance shall receive five (5) guaranteed consecutive Days Off with pay.

48-5.02 A Cabin Personnel must submit their request for the above leave to the Company, at least seventy-two (72) hours prior to the close of monthly bidding for the month they are requesting the leave.

48-5.03 If a request is made after the deadline above, the request will be granted subject to operational requirements or at another mutually agreeable time.

48-5.04 Picking up extra flying during these Days Off will not be allowed or offered.

**48-6 PROOF OF RELOCATION DOCUMENTATION**

48-6.01 Cabin Personnel will be required to provide proof of relocation including but not limited to lease and real estate documents, as applicable.

**48-7 CLAW-BACK OF COMPANY PAID RELOCATION**

48-7.01 Any Cabin Personnel who has received any relocation payment and leaves the employment of the Company for any reason within twelve (12) months of relocating will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.

## ARTICLE 49 - SEVERANCE PAY

49-1.01 The Company shall provide a Cabin Personnel, who has completed at least three (3) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, with the minimum termination notice or termination pay in lieu of notice required pursuant to Part III, Division X of the *Canada Labour Code*, as it may be amended.

49-1.02 In addition to the termination notice or termination pay in lieu of notice set out in 49-1.01 above, a Cabin Personnel, who has completed at least twenty-four (24) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, shall also be entitled to receive one (1) of the following severance options:

Option 1:

Five (5) days' pay for each completed year of continuous employment the Cabin Personnel has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay.

Option 2:

- Two (2) days' pay for each completed year of continuous employment the Cabin Personnel has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay, or five (5) days' pay, whichever is greater; and
- One (1) year of Company standby travel benefits for the Cabin Personnel, their designated travel companion, and their eligible dependants for each completed year of continuous employment the Cabin Personnel has with the Company as of their effective termination date.

49-1.03 A "days' pay" for the purposes of this Article 49 – Severance Pay shall be calculated as four (4) Credit Hours.

49-1.04 The use of Company travel benefits by a Cabin Personnel, or by their eligible dependents or designated travel companions, shall be governed by and must be in compliance with the Company's Travel Privileges Policy.

49-1.05 A Cabin Personnel, whose employment with the Company is terminated as a result of staff reductions, shall not be entitled to any termination notice, termination pay in lieu of notice, severance pay, or any other pay or entitlements beyond that which is specified in this Article 49 – Severance Pay.



## ARTICLE 50 - LEGAL

### 50-1 DEFENCE AND INDEMNITY

50-1.01 The Company will provide, at no cost to a Cabin Personnel, legal counsel to defend the Cabin Personnel and their estate if they are named as a defendant by a claimant in legal proceedings that relate to or arise out of any act or omission of the Cabin Personnel occurring during their performance of any required duties in the service of the Company, provided the Cabin Personnel had been acting within the course and scope of such duties. The Company will also protect and hold the Cabin Personnel harmless from any judgment rendered against the Cabin Personnel as a result of such legal proceedings.

50-1.02 The Company's obligations as set out in 50-1.01 above shall not apply if the Cabin Personnel fails to provide the Company with timely notification of the legal proceedings against them.

50-1.03 The Company's obligations as set out in 50-1.01 shall also not apply to any legal proceedings which are initiated by the Company against the Cabin Personnel or which relate to or arise out of any willful misconduct or gross negligence on the part of the Cabin Personnel.

### 50-2 COURT LEAVE

50-2.01 If a Cabin Personnel receives a summons or subpoena to appear in court (provided it is for something related to their discharge of duties with the Company), they shall be removed from the schedule and shall be pay protected for the required court appearance date(s).

50-2.02 During a court appearance leave, the Cabin Personnel shall:

- a) Maintain all active health, dental, disability, Employee/spouse optional life, Employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

50-2.03 If a Cabin Personnel receives a summons or subpoena to appear in court for something unrelated to their employment with the Company, they shall be removed from the schedule and granted leave without pay for the required court appearance dates unless they are able to either trade the conflicting pairing(s) or move their court date(s).

50-2.04 A Cabin Personnel who is summoned or subpoenaed to appear in court and needs to be released from work will provide a copy of the summons or subpoena to their Development and Performance Manager, or to such other Company designate, as soon as possible upon receiving it.

50-2.05 Unless otherwise provided for in this Agreement, the Company shall not pay for the time a Cabin Personnel is absent from work for any legal proceedings against the Company.

## **ARTICLE 51 - PRINTING OF THE AGREEMENT**

### **51-1 GENERAL**

- 51-1.01 This Agreement will be printed in both French and English and the printing cost will be shared equally between the Company and Union. The booklet form shall be subject to mutual agreement between the Union and the Company.
- 51-1.02 Upon ratification of this first collective agreement, the Union will compile a one (1) time request of its membership to determine the number of copies in each language required. Each Cabin Personnel will be allowed one (1) agreement in either English or French. A Cabin Personnel is not obligated to take a paper copy.
- 51-1.03 In addition to the copies printed in 51-1.02 above, there shall be one hundred (100) additional copies of French and three hundred (300) English copies printed.
- 51-1.04 Proof reading of this Agreement by the Company and the Union will be completed no later than sixty (60) Calendar Days after the date of ratification of this Agreement.
- 51-1.05 The Company shall, as soon as practicable, distribute the printed Agreement to the Union at each base as requested by the Union.
- 51-1.06 The Company will supply this Agreement in electronic form, and it will be available on the Cabin Crew Device.

### **51-2 TRANSLATION OF AGREEMENT**

- 51-2.01 The Company shall translate this Agreement within ninety (90) Calendar Days from the printing of this Agreement in the language of negotiations. Thereafter, the Union shall have sixty (60) Calendar Days to review the Company translation.
- 51-2.02 Upon completion of the review, the Union and the Company will meet to resolve any outstanding disagreements relative to the translation. Where differences cannot be resolved in this process, the language in which this Agreement was negotiated will prevail.

## **ARTICLE 52 - DURATION OF AGREEMENT**

52-1.01 This agreement shall be effective from March 1, 2021, and shall continue in full force and effect until midnight on December 31, 2025.

52-1.02 This agreement will renew itself without change for each succeeding year thereafter, unless written Notice to Bargain is served by either Party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement.

**LETTER OF UNDERSTANDING (LOU) No. 1 - SENIORITY-BASED PREFERENTIAL BIDDING  
SYSTEM IMPLEMENTATION**

During the current collective bargaining negotiations, the Parties discussed the plan for transitioning from equity-based preferential bidding system to a seniority-based preferential bidding system, with parameters outlined in Article 34 – Scheduling. The Parties recognize that such a transition is a significant change to how Cabin Personnel bid their monthly schedules and the Company agrees to work collaboratively with Union representatives of the Scheduling Review Committee throughout the transition. Furthermore, the Company commits to training the Schedule Review Committee on the functionality of the seniority-based preferential bidding system for the purposes of carrying out their duties pursuant to Article 34 – Scheduling (34-2.02).

In the six (6) months immediately following the date of ratification of this Collective Agreement, the Parties will discuss the feasibility of implementing the below items within the seniority based preferential bidding system.

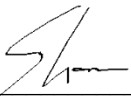
1. AM/PM reserve bid option
2. Pairing number bid option
3. Standing bid
4. Preference for reserve bid option

It is understood that these discussions shall not delay the Company's ability to implement the seniority-based preferential system within the timelines agreed upon within the Collective Agreement. Should any of the above items be included, the Parties agree to meet to amend the appropriate Collective Agreement provision(s).

Within six (6) months of full implementation of the seniority-based preferential bidding system, the Company commits to meeting with the Union to review the timelines set out in Article 34 – Scheduling (34-2.01).

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 1 this 20<sup>th</sup> day of February, 2020 at Calgary, AB.

FOR THE COMPANY



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Shane Carson  
Director, Crew Services

FOR THE UNION



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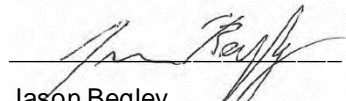
Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 2 - LAYOFF AND RECALL**


Notwithstanding Article 47 – Layoff and Recall, the Company may, prior to it exercising its right to hire external candidates with required language qualifications, meet with the Union to discuss the possibility of modifying the layoff and recall order set out in Article 47 – Layoff and Recall based on the required language qualifications.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 2 this 20<sup>th</sup> day of February, 2020 at Calgary, AB.

FOR THE COMPANY

  
\_\_\_\_\_  
Jason Begley  
Director, Labour Relations

FOR THE UNION

  
\_\_\_\_\_  
Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 3 - EXTENDED RECALL RIGHTS FOR COVID-19 LAYOFFS**

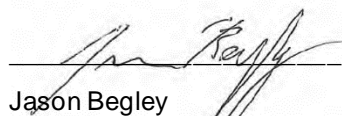
Notwithstanding Article 47 – Layoff and Recall, a Cabin Personnel that has been laid-off as a result of the COVID-19 pandemic shall continue to have recall rights for a total period of five (5) years from the date they first commenced a work shortage leave of absence or layoff.

This extension of recall rights for Cabin Personnel shall not apply to those Cabin Personnel who are laid-off after the two (2) year anniversary of this Agreement coming into effect.


All other matters relating to a Cabin Personnel's recall rights with the Company shall be governed by this Agreement following it coming into effect.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 3 18<sup>th</sup> day of August, 2020 at Calgary, AB.

FOR THE COMPANY

  
\_\_\_\_\_  
Jason Begley  
Director, Labour Relations

FOR THE UNION

  
\_\_\_\_\_  
Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 4 - ONE TIME ONLY STANDBY TRAVEL PRIVILEGES  
EXTENSION: LAID OFF CABIN PERSONNEL**

As a limited, one-time exception due to the Covid-19 pandemic, the Company shall provide Cabin Personnel on layoff with standby travel privileges until December 31, 2022. Until December 31, 2022, laid-off Cabin Personnel may utilize standby travel privileges for themselves, as well as for their designated travel companions, eligible dependents and parents, pursuant to the Company's Travel Privileges Policy, as it may be amended. Standby boarding priority shall be aligned with the priority code for retiree/early out employees and their designates.

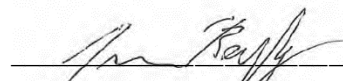
Cabin Personnel on layoff shall not otherwise be entitled to any other form of travel privileges provided by the Company. Travel privileges they will not have access to include, but are not limited to, half-priced confirmed travel, buddy pass travel, WestJet Vacation (WVI) discounts, and interline travel.

The use of Company travel benefits by Cabin Personnel, or by their eligible dependents or designated travel companions, shall be governed by and must be in compliance with the Company's Travel Privileges Policy, as it may be amended.


This LOU No. 4 shall expire as of end of day December 31, 2022 and shall be of no force or effect following that date.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 4 this 28<sup>th</sup> day of February, 2021 at Calgary, AB.

FOR THE COMPANY

  
\_\_\_\_\_  
Jason Begley  
Director, Labour Relations

FOR THE UNION

  
\_\_\_\_\_  
Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 5 – IMPLEMENTATION - SCHEDULING**

<b>Section</b>		<b>Implementation Timeline</b>
34-1	Monthly Schedule Construction and Bidding	No later than fourteen (14) months following the ratification of this Agreement
34-2	Release of Schedules	No later than fourteen (14) months following the ratification of this Agreement
34-3	Monthly Scheduling Window	No later than three (3) months following the ratification of this Agreement
34-4	Monthly Scheduling Periods	Upon ratification
34-5	Minimum Days Off	Effective for the first full monthly scheduling period which commences twelve (12) months following the effective date of this Agreement.
34-6	Pairing Length and Sectors	No later than three (3) months following the ratification of this Agreement
34-7	Maximum Consecutive Days on Duty	Upon ratification
34-8	Maximum Monthly Credit Hours	First full monthly scheduling period following the ratification of this Agreement
34-9	Duty Period Calculations	No later than three (3) months following the ratification of this Agreement
34-10	Maximum Planned Duty Periods	No later than three (3) months following the ratification of this Agreement
34-11	Extension of Duty Periods	First full monthly scheduling period following the ratification of this Agreement
34-12	Inflight Crew Rest	Upon ratification
34-13	Minimum Rest at Base	No later than three (3) months following the ratification of this Agreement
34-14	Minimum Rest Away from Base	No later than three (3) months following the ratification of this Agreement
34-15	Red-eye Scheduling Parameters	No later than three (3) months following the ratification of this Agreement
34-16	Notification of a Delay at Base Prior to Pairing Report	No later than three (3) months following the ratification of this Agreement
34-17	Notification of a Delay Away from Base During a Layover	No later than three (3) months following the ratification of this Agreement



34-18	Reassignment	No later than three (3) months following the ratification of this Agreement
34-19	Notification of a Reassignment While on a Layover	No later than three (3) months following the ratification of this Agreement
34-20	Shift Trades	Second full monthly scheduling period following the ratification of this Agreement
34-21	Return to Duty Reserve	No later than three (3) months following the ratification of this Agreement
34-22	Return to Duty from Sick Leave	No later than three (3) months following the ratification of this Agreement
34-23	Return to Duty with Schedule Assigned	No later than three (3) months following the ratification of this Agreement
34-24	Return to Duty with No Schedule Assigned	No later than three (3) months following the ratification of this Agreement
34-25	Stand-up Duty Period	No later than three (3) months following the ratification of this Agreement
34-26	Company Open Time Pairings	First full monthly scheduling period following the ratification of this Agreement
34-27	Drafting	First full monthly scheduling period which commences twelve (12) months following the ratification of this Agreement.
34-28	Voluntary Pairing Drops	Upon ratification
34-29	Booking Off Fatigued	Upon ratification
34-30	Turn Times of Flights During a Delay or IROP	Upon ratification
34-31	Booking Off Mid-Pairing	Upon ratification
34-32	Post Duty Period Ground Delays	First full monthly scheduling period which commences twelve (12) months following the ratification of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 5 this 3<sup>rd</sup> day of February, 2021 at Calgary, AB.

FOR THE COMPANY



Christopher Atkinson  
Manager, Labour Relations

FOR THE UNION



Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 6 – IMPLEMENTATION – PAY ADMINISTRATION**

Section		Implementation Timeline
41-1	Minimum Monthly Pay Guarantee	First full monthly scheduling period following the ratification of this Agreement.
41-2	Overtime Threshold	First full monthly scheduling period following the ratification of this Agreement.
41-3	Hours Compensated as Premium Pay	First full monthly scheduling period following the ratification of this Agreement.
41-4	Published Company Open Time Pairings	First full monthly scheduling period following the ratification of this Agreement.
41-5	Pairing Reconciliation	Upon ratification  <b>NOTE: RIGs are effective for the first full monthly scheduling period which commences twelve (12) months following the date of ratification of this Agreement.</b>
41-6	Pairing Extension Pay	First full monthly scheduling period following the ratification of this Agreement.
41-7	Meeting and Modified Duty Pay	First full monthly scheduling period following the ratification of this Agreement.
41-8	Adhoc Assignment Pay	First full monthly scheduling period following the ratification of this Agreement.
41-9	Training Pay	41-9.01 to 41-9.06: First full monthly scheduling period following the ratification of this Agreement.
		41-9.07 & 41-9.08: Effective January 1, 2021.
41-10	Travel Out of Base for Training Pay	First full monthly scheduling period following the ratification of this Agreement.
41-11	Per Diem	First full monthly scheduling period following the ratification of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 6 this 9<sup>th</sup> day of September, 2020 at Calgary, AB.

FOR THE COMPANY



Christopher Atkinson  
Manager, Labour Relations

FOR THE UNION



Chris Rauenbusch  
President, CUPE Local 4070

In accordance with 51-1.04, the Parties hereto have signed this finalized Collective Agreement this 18<sup>th</sup> day of May, 2021 at Calgary, AB.

FOR THE COMPANY

FOR THE UNION

