

# **COLLECTIVE AGREEMENT**

**Between**

**WestJet Encore Ltd.**

**and**



**CUPE Local 4070**

**August 1, 2021 to July 31, 2026**

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## **ARTICLE 1 – PREAMBLE**

- 1-1.01 This Collective Agreement (hereinafter “the Agreement”) is made and entered into by and between WestJet Encore Ltd. (hereinafter referred to as the “Company”) and CUPE Local 4070 (hereinafter referred to as the “Union”).
- 1-1.02 In making this Agreement, the Parties hereto 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

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

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

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

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

**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.

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

**Company** – WestJet Encore Ltd.

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

**Day Off** – A Scheduling Day/Day between pairings or a Scheduling Day/Day between Non-Pairing Activities.

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

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

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

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

**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.

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

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

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

**Personal Pairing Modification** - Any pairing change initiated by the Cabin Crew Member.

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

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

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

**Reserve Holder** – A Cabin Crew Member who has been assigned a Reserve Period(s) including Return to Duty (RTD) Reserve.

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

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

**Shift Trade** – A pairing, Reserve Block, or partial pairing swap between two (2) Cabin Crew Members or a drop of a pairing, Reserve Block, or partial pairing by a Cabin Crew Member and subsequent pick-up of that pairing, Reserve Block, or partial pairing by another Cabin Crew Member.

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

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

### **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, layoff, recall, suspending, discharging or otherwise disciplining Cabin Crew Members; establishing and enforcing rules of conduct; maintaining order and efficiency; requiring Cabin Crew Members to observe reasonable rules and regulations which may be set forth 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 material changes to policies governing Cabin Crew Members at least five (5) Days before such policies become effective unless the parties mutually agree to a shorter advance notification period.
- 3-1.03 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 Crew Members employed by the Company, as ordered by the Canada Industrial Relations Board (CIRB) order number 11393-U dated May 3, 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 Crew Members, on their first operated flight after their final exam and 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 Crew Members 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 Crew Member'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 Crew Member upon successful completion of the Company's initial training program, including their final exam and line indoctrination.
- 4-4.02 No Cabin Crew Member 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 Crew Members 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 Crew Members 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 Crew Members 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 crewed exclusively by Cabin Crew Members 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.

### 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 Crew Members; and (ii) options to address that impact on Cabin Crew Members.

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 Crew Members shall be 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, Pilots, or Cabin Crew Members (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 Company may contract out/subcontract out/wet lease pursuant to 6-5.01 above for a period of up to ninety (90) Days. This ninety (90) Day period may be extended to a period of up to one hundred and fifty (150) Days in order to provide sufficient time to hire and train additional Pilots associated with the delivery of new aircraft. The Company shall not extend beyond the ninety (90)/one hundred and fifty (150) Day periods 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 - CLASSIFICATION**

### **7-1 GENERAL**

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

### **7-2 CABIN CREW MEMBER**

7-2.01 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 a rotating basis.

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

- 8-1.01 Any amendments to the 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 the 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 the Collective 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 January 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 Crew Members.

## **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 Crew Member'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 Crew Members' 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 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 Crew Members from whom dues were deducted and the amount of dues deducted; and
- b) A list of the names of Cabin Crew Members 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 Crew Member, 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 Crew Member 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 Crew Members duly elected to fill an executive position in the Union (executive positions include the President, Vice-President, Recording Secretary, and Treasurer, but may change upon mutual agreement between the Company and the Union), Shop stewards, and a designated representative(s) on any committee. The notification shall include the term of these positions.

11-1.02 The Company shall compensate a Cabin Crew Member serving in a position 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 (4) 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 Manager, Crew Planning, or their designate, the forecasted number of UFR hours or Days per month, by base, for the purposes of Company workforce planning for the following year.

11-2.03 The Union shall then provide the Manager, Crew Planning, or their designate, with a request by email for all UFR hours or Days no later than the 6<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 their 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 Crew Member's Days of Union business.

11-2.04 If it becomes necessary, at the request of a Cabin Crew Member, 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.

11-2.05 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.

11-2.06 Except as outlined in 11-9.01 below, a Cabin Crew Member who is granted UFR according to this Article shall be treated as an Active Cabin Crew Member and will continue to retain and accrue seniority, service for pay progression purposes, sick leave, and vacation and statutory entitlements. The Cabin Crew Member 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**

11-3.01 In the event a Cabin Crew Member gets elected to the Union's executive (President, Vice-President, Recording Secretary, and Treasurer, which may change upon mutual agreement between the Company and Union), each such elected Cabin Crew Member will be allotted one hundred and fifty (150) Company-paid hours annually as of January 1<sup>st</sup> of each year. Any flight release in excess of one hundred and fifty (150) hours shall be reimbursed to the Company in accordance with 11-7 below. The Recording Secretary shall advise the Company if 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 four hundred and fifty (450) Company paid hours on January 1 of each year. Any flight release in excess of four hundred and fifty (450) 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.

11-3.03 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, mediations, and arbitrations.

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 Collective Agreement.

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

11-4.01 The Company shall permit UFR of up to four (4) Cabin Crew Members for reasonable preparation time, negotiations, and ratification. The Union shall notify of the Company of the names and dates of release for the up to four (4) Cabin Crew Members required for each month through the process provided in 11-2 - Request for Time Off Process above.

11-4.02 The number of Cabin Crew Members permitted UFR pursuant to 11-4.01 above shall be increased by one (1) for each Cabin Crew Member elected to the position of President or Vice-President of the Union Local, for as long as they shall hold that position.

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

11-5.01 Cabin Crew Members released in accordance with 11-2 – Request for Time Off Process above shall have the ability to pick up additional flying during the monthly scheduling period.

11-5.02 A Cabin Crew Member who is fully released for an entire monthly scheduling period shall only have the ability to pick up straight time from another Cabin Crew Member off the Shift Trade system.

11-5.03 The Company shall pay the Cabin Crew Member directly for such flying and shall not invoice the Union. The Cabin Crew Member 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 monthly scheduling period in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

- a) The name(s) of the Cabin Crew Member(s);
- b) The date(s) such Cabin Crew Member(s) is on UFR;
- c) The number of Credit Hours paid to the Cabin Crew Member(s) while on UFR;
- d) The Cabin Crew Member(s)' 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 twenty and one half percent (20.5%) premium to cover benefits and administrative expenses.

#### **11-8 TRAVEL COSTS**

11-8.01 If 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 If 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 Collective 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 Crew Member 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 Crew Member on leave pursuant to this Article will retain and accrue seniority. The Cabin Crew Member 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 four (4) designated representatives from the Union, two (2) of which shall be the Local Union President, or designate, and the Local Union Vice-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 Two (2) 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 Crew Member 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 and General Manager, 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 REVIEW COMMITTEE**

- 12-3.01 One (1) Union representative will be designated to participate in the Company's Hotel and Transportation Review Committee (HTRC).
- 12-3.02 Only one (1) Union representative shall represent the HTRC during each site visit.
- 12-3.03 The HTRC will be responsible for making recommendations on hotel selection criteria. These criteria will consider the safety of Cabin Crew Members, 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.
- 12-3.04 The HTRC will review any Cabin Crew Member hotel issues brought to its attention and will make recommendations to the Company for resolution.
- 12-3.05 In the event of a dispute between the Company and the HTRC in accordance with 12-3.03 or 12-3.04 above, any unresolved issues will be decided by the Vice President and General Manager, or their designate, who will provide the Union with the reason(s) for their decision in writing.
- 12-3.06 The HTRC will meet bi-annually, or as mutually agreed.

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

- 12-4.01 One (1) Union representative 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 Crew Members 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 UNION**

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

- a) An updated contact list of all Cabin Crew Members employed by the Company on a quarterly basis. This list shall include the name, base, employee number and contact information.
- b) Master Seniority List in accordance with Article 15 – Seniority.
- c) Copy of annual vacation award.
- d) Monthly list of Cabin Crew Members 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 Crew Member shall be required to serve a probationary period of nine (9) months of Active service commencing on their first scheduled flight after their final exam and 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 Crew Member 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 Crew Member 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 Crew Member unless the dismissal was arbitrary, discriminatory or made in bad faith. A probationary Cabin Crew Member will have recourse to Article 30 - Grievance Procedure with respect to any other working condition.

## ARTICLE 15 - SENIORITY

### 15-1 GENERAL

15-1.01 Seniority shall govern the rights between the Cabin Crew Members 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)
- Article 34 – Scheduling
  - 34-1.01
  - 34-24.02
- Article 35 – Reserve
  - 35-3.04
  - 35-3.14 b)
- Article 46 – Vacation, Statutory Holidays and GDOs
  - 46-5.01
  - 46-5.02
  - 46-5.03
- Article 47 – Layoff and Recall
  - 47-1.06
  - 47-4
  - 47-5

### 15-2 CABIN CREW MEMBER MASTER SENIORITY LIST

15-2.01 The Company shall maintain a Master Seniority List (MSL) for Cabin Crew Members. The MSL shall be published every four (4) months per calendar year, 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, base and date of seniority of all Cabin Crew Members 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 Crew Member 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 Crew Member may not contest the same alleged error or omission twice.

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

15-4.01 A Cabin Crew Member will receive their seniority standing on the Day that they complete their initial training and this number will be retroactive to the date the Cabin Crew Member began initial training. If the seniority date of two (2) or more Cabin Crew Members is the same, the Cabin Crew Member 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 Crew Member shall be removed from the MSL and shall forfeit all rights at such time as:

- a) They are no longer employed as a Cabin Crew Member 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 Crew Member 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 Crew Member 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 Crew Member transferred to a permanent position, within the Inflight Department, not covered by this Agreement shall retain seniority for a period of twelve (12) months. In the event such Cabin Crew Member 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 MEDICAL REASONS**

15-8.01 A Cabin Crew Member 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 Crew Members 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 Crew Member on a flight(s),
- c) Where required to maintain and retain regulatory requirements,
- d) Where completing Quality Check Flight Attendant duties,
- e) Where a Cabin Crew Member is released from duty for recognition purposes with the consent of the Cabin Crew Member, and
- f) Non-operating leadership participation, who is trained in service delivery, and with the consent of the lead Cabin Crew Member.

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 Crew Member is required, consent shall be required by the Cabin Crew Member prior to being displaced from their pairing(s). The displaced Cabin Crew Member shall receive Credit for the affected pairing(s). Except in 16-1.01 e), 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 Crew Members 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 Crew Member 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 Crew Member 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 Crew Member 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 Crew Member 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 Crew Member'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 Crew Member'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 Crew Member 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 Crew Member 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 Crew Member may request up to a six (6) month extension, however, the Company may require the Cabin Crew Member to provide information to support their ongoing need for breastfeeding accommodation. This may include medical evidence from the Cabin Crew Member's medical professional to confirm that they are breastfeeding.

**17-6 TRAVEL PRIVILEGES**

17-6.01 Unless it conflicts with a Cabin Crew Member's objective medical restrictions or limitations, the Cabin Crew Member 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 Crew Members, 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 Crew Member's participation in the group benefit program will commence on the Cabin Crew Member's first Day of Active work following their completion of the three (3) month waiting period and will be subject to the Cabin Crew Member meeting the eligibility requirements of the group benefit program.

18-1.03 Any matter respecting a Cabin Crew Member's eligibility or participation in the group benefits program or a Cabin Crew Member'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 Crew Members 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 Crew Members shall pay for 100% of their long-term disability premiums.

18-1.07 Cabin Crew Members 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 Crew Members 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 Crew Members 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 Crew Members will have access to an available jump seat(s) in accordance with the Flight Attendant Manual (FAM).

## ARTICLE 20 - SICK AND PERSONAL LEAVE

### 20-1 GENERAL

20-1.01 Sick leave shall be provided to a Cabin Crew Member 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 Crew Member who is unable to report for duty must notify Crew Scheduling by phone no later than four (4) hours before their pairing Report time or the beginning of their reserve call-out window, or as soon as possible in extenuating circumstances out of the control of the Cabin Crew Member. A Cabin Crew Member will be deemed to be absent 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 Cabin Crew Members 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. A Cabin Crew Member 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 below.

20-2.02 A new hire Cabin Crew Member shall receive an initial allotment of six (6) Days of sick leave in their sick leave bank. A Cabin Crew Member 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 below.

20-2.03 A Cabin Crew Member shall accrue one (1) Day of sick leave for each monthly scheduling period in which the Cabin Crew Member is Active for at least fifteen (15) Days, up to the maximum banked sick leave specified in 20-2.04 below.

20-2.04 A Cabin Crew Member shall be able to bank a maximum of twenty-two (22) Days of sick leave, including both allotted and accrued sick leave.

20-2.05 If a Cabin Crew Member does not have at least three (3) Days of banked sick leave available as of January 1 of a new calendar year, the Cabin Crew Member'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 Crew Member 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 above.

20-2.06 A Cabin Crew Member who utilizes their banked sick leave shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Crew Member has banked sick leave available to them.

20-2.07 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.

20-2.08 Sick leave may only be utilized in full-Day increments. If a Cabin Crew Member 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 Crew Member's sick leave bank.

- 20-2.09 If a Cabin Crew Member has insufficient banked sick leave remaining, any additional sick leave Days taken shall be without pay.
- 20-2.10 Only one (1) Day of banked sick leave shall be deducted for any single duty period which spans two (2) consecutive Days.
- 20-2.11 A Cabin Crew Member 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.
- 20-2.12 Sick leave pay protection shall not extend to cover any premium assignments not completed by the Cabin Crew Member.
- 20-2.13 A Cabin Crew Member 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.
- 20-2.14 For each occurrence of an illness or injury, a Cabin Crew Member may only utilize their banked sick leave within a seven (7) consecutive Calendar Day period.
- 20-2.15 A Cabin Crew Member 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 Crew Member returns to work from the sick leave.
- 20-2.16 The cost of a doctor's certificate, if requested by the Company pursuant to 20-2.15 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).
- 20-2.17 A Cabin Crew Member shall continue to be deemed Active while on sick leave. A Cabin Crew Member shall convert to Inactive status upon becoming eligible to apply for or receive Short-Term Disability or Long-Term Disability benefits.
- 20-2.18 Banked sick leave is to be used when Cabin Crew Members are absent from work due to a *bona fide* non-occupational illness or injury, including for the Short-Term Disability elimination period.
- 20-2.19 When a Cabin Crew Member is no longer employed by the Company all accrued banked sick leave shall be cancelled.

### **20-3 PERSONAL LEAVE**

- 20-3.01 A Cabin Crew Member may, in each calendar year, utilize up to three (3) Days of their banked sick leave for personal leave reasons. Unless modified below, 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 Crew Member 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 Crew Member's 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 Crew Member's family members;
- b) Carrying out responsibilities related to the education of any of the Cabin Crew Member's family members who are under eighteen (18) years of age;
- c) Addressing any urgent matter concerning themselves or the Cabin Crew Member's family members;
- d) Attending the Cabin Crew Member'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 Crew Member 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 Crew Member 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 Crew Member returns to work from a personal leave under 20-3.01 or 20-3.04 above, request that the Cabin Crew Member provide documentation to support the reasons for the personal leave. The Cabin Crew Member 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 Crew Member 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 Crew Member 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 Crew Member, 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 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 Crew Members to voluntarily take an unpaid leave of absence. Unpaid leaves of absence will be awarded based on seniority by affected base, subject to language, aircraft qualifications, scheduled training, and charter operation assignments.

21-2.03 A Cabin Crew Member 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 Crew Member shall be paid out the difference between any earned vacation and any vacation which was taken during the previous calendar year.

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

21-2.06 A Cabin Crew Member 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 Crew Members 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 Crew Member requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Cabin Crew Member 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 Crew Member'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 Crew Member 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 Crew Member shall provide the Company with notice in writing as soon as possible.

21-3.04 A Cabin Crew Member 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 Crew Member 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 COMPASSIONATE CARE LEAVE**

21-4.01 A Cabin Crew Member 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 Crew Member 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 Crew Member 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 Crew Member shall advise the Development and Performance Manager of the requirement for time off for bereavement.

21-5.02 A Cabin Crew Member 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 of a Cabin Crew Member or spouse, parent, step-parent, or parent-in-law, the Cabin Crew Member 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 Crew Member, the Cabin Crew Member 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 Crew Member 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 Crew Member 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 Crew Member immediately after release from jury duty in order that the Cabin Crew Member may return to active duty. A Cabin Crew Member 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 Crew Member 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 Crew Member 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.

## **21-7 COURT APPEARANCE LEAVE**

21-7.01 If a Cabin Crew Member 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 granted leave with pay. A Cabin Crew Member who is summoned or subpoenaed to appear in court and wishes to be released from work will provide a copy of the summons or subpoena to the Development and Performance Manager or designate as soon as possible.

21-7.02 During a court appearance leave, the Cabin Crew Member 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.

21-7.03 If a Cabin Crew Member receives a summons or subpoena to appear in court for something unrelated to their employment at the Company, they shall be removed from the schedule and granted leave without pay unless they are able to either trade a conflicting pairing or move their court date.

21-7.04 Unless otherwise provided for in the Agreement the Company shall not pay for the time a Cabin Crew Member is absent for any legal proceedings against the Company.

## **ARTICLE 22 - AD HOC ASSIGNMENTS**

### **22-1 GENERAL**

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 Crew Member 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 As an exception to 22-1.03 above, ad hoc assignments for Instructional Assistant positions will not be limited to the twelve (12) month maximum duration.

22-1.05 A Cabin Crew Member 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.

22-1.06 The Company may utilize available ad hoc assignments for modified duties.

22-1.07 Ad hoc assignments, except those utilized for modified duties, will be voluntary.

22-1.08 With the exception of modified duties, a Cabin Crew Member 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 previous ad hoc assignment. Any exceptions to this must be approved by the Union.

22-1.09 With the exception of modified duties, a Cabin Crew Member may resign from an ad hoc assignment upon providing two (2) weeks' written notice to the Company.

22-1.10 A Cabin Crew Member performing an ad hoc assignment shall continue to be classified as a Cabin Crew Member.

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 Crew Members assigned to such assignments.

### **22-2 AD HOC ASSIGNMENT PAY**

22-2.01 A Cabin Crew Member 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 or actual ad hoc assignment shift time, whichever is greater.

22-2.02 A Cabin Crew Member 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.

22-2.03 In the event an ad hoc assignment shift results in the removal or modification of a pairing(s), the Cabin Crew Member 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).

22-2.04 A completed Instructional Assistant Non-Pairing Activity/duty period is eligible for a thirty-two dollar and fifty cent (\$32.50) stipend per Non-Pairing Activity/duty period.

## **ARTICLE 23 - COMPASSIONATE TRANSFERS**

23-1.01 A Cabin Crew Member 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 Crew Member for a period of up to six (6) months and may be extended upon mutual agreement between the Company and the Cabin Crew Member.

23-1.02 Requests for compassionate transfers shall be in writing to the Union and Inflight Operations Manager at the Cabin Crew Member'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 Crew Member assigned to another base in accordance with 23-1.01 above may be transferred out of seniority order.
- b) A Cabin Crew Member 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 Crew Member shall bid in their original base.
- c) The Cabin Crew Member 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 Crew Member's expense.

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

24-2.01 The Company shall post anticipated Cabin Crew Member 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 Crew Members to bid on a single vacancy.

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

24-2.04 A Cabin Crew Member 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 Crew Members on the Master Seniority List (MSL), upon completion of their probationary period, may be awarded a vacancy, by seniority, provided language and aircraft qualifications are met. To be considered for a vacancy, a Cabin Crew Member 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 Crew Member 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 Crew Member 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 the Cabin Crew Member 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 Crew Member. Neither the Union nor the Company will be responsible or liable for a Cabin Crew Member 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 the Cabin Crew Member shall remain at their current position. The Company cannot cancel the awarded position within seven (7) Days of the effective date.

### **24-3 POSTINGS FOR THE QUALITY CHECK FLIGHT ATTENDANT (QCFA) QUALIFICATION**

24-3.01 When a Quality Check Flight Attendant (QCFA) qualification at a base is posted by the Company, it will be posted for a minimum of seven (7) Calendar Days.

24-3.02 A Cabin Crew Member interested in applying for the QCFA qualification may do so by submitting an application, by the time and date specified in the posting.

24-3.03 Applicants applying for a QCFA qualification must have passed their probationary period. The Company will select the most qualified candidate, taking into account factors such as skill, ability, active discipline, and experience. If these factors are considered to be relatively 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 QCFA qualification is not filled in accordance with 24-3.03 above, the Company may fill the position with qualified internal candidates who have not completed their probationary period.

24-3.05 A Cabin Crew Member may request to have their QCFA qualification removed by providing two (2) months written notice to the Company. This notice period may be waived by the Company at their discretion.

24-3.06 Any Cabin Crew Member who is deemed unsuitable for the QCFA qualification within a six (6) month evaluation period, starting from the effective date of the qualification, will have the QCFA qualification removed.

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

24-4.01 A new hire Cabin Crew Member 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 Crew Member who has been awarded a vacancy under 24-2 above shall be ineligible to participate in a subsequent vacancy bid for a period of twelve (12) months following the effective date of their new base transfer.

## **ARTICLE 25 - LANGUAGE QUALIFICATIONS**

- 25-1.01 Cabin Crew Members 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 Crew Members on any pairing(s) and/or route(s) that fly to an airport in the Province of Quebec or the City of Ottawa to French qualified Cabin Crew Members, unless regulations require a higher percentage.
- 25-1.03 Multilingual Cabin Crew Members who are scheduled and/or assigned to specific pairing(s) and/or route(s) as a language qualified Cabin Crew Member shall only be able to trade that pairing(s) and/or route(s) with another Cabin Crew Member with the same language qualification(s). Any trades shall be in accordance with Article 34 - Scheduling.

## ARTICLE 26 - AIRCRAFT AND COMPANY-ASSIGNED EQUIPMENT

26-1.01 Cabin Crew Members shall be responsible to exercise reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.

26-1.02 No Cabin Crew Member 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 Crew Member.

26-1.03 If a Cabin Crew Member's Company-assigned equipment is lost or damaged beyond repair, the Cabin Crew Member 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 Crew Member will not be responsible to pay the fees specified above.

26-1.05 If a Cabin Crew Member's Company-assigned equipment is stolen, the Company shall replace such equipment with no fee charged to the Cabin Crew Member, provided the Cabin Crew Member 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 Crew Member 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 Crew Member's Company-assigned Cabin Crew Device, the device protective case, and/or payment device is damaged but repairable, the Cabin Crew Member 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 Crew Member'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 Crew Member.

26-1.08 No Cabin Crew Member 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 Crew Member 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 Crew Member 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 Crew Member 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 Crew Members are required to have a valid passport. Following the completion of the Cabin Crew Member's probationary period, as outlined in Article 14 – Probation, the Company will reimburse a Cabin Crew Member 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 Crew Member applies for passport reimbursement then changes their name before they are eligible for another reimbursement, the Cabin Crew Member 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 Crew Member shall use the normal service whenever possible for obtaining their passport. In the event a Cabin Crew Member is unable to reasonably use the normal service to obtain a passport, the Cabin Crew Member shall contact their Development and Performance Manager to request approval for reimbursement of the "Express Service" passport acquisition fee.
- 27-1.04 In the event that a Cabin Crew Member's passport is stolen while on duty or at the time of a layover, the Company shall reimburse the Cabin Crew Member for the cost of a replacement passport, including passport photos, and the Cabin Crew Member will be pay protected. Such reimbursement and pay protection will be conditional on the Cabin Crew Member 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 Crew Member, 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 as soon as practicable prior to the Cabin Crew Member'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 Crew Members.

### **28-2 UNIFORM ALLOTMENT**

28-2.01 The Company shall provide an initial uniform for new-hire Cabin Crew Members 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 Crew Member 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 sleeve shirt, short sleeve shirt or cardigan (maximum of 1) only issued with pants and skirts.
  - The above allotment will be reduced by one (1) for each dress selected.
- Belt (1)
- Blazer (1)
- Vest (1), if applicable in accordance with the Company uniform standards
- Neckwear (2)
- Outer coat (1)
- Name brevet (2)
- Apron (1)

28-2.02 Additional uniform pieces may be purchased at the Cabin Crew Member's expense.

28-2.03 As required and upon request, the Company will provide a pregnant Cabin Crew Member with a new maternity uniform.

### **28-3 UNIFORM REPLACEMENT**

28-3.01 On January 1<sup>st</sup>, the Company shall provide a uniform credit of three hundred and fifty dollars (\$350) to each Active Cabin Crew Member 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<sup>st</sup> 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 Crew Member by the Company, each Cabin Crew Member'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 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 will occur upon the Cabin Crew Member's request.

28-3.05 The Company shall pay all standard shipping costs to the Cabin Crew Member's Designated Primary Residence two (2) times a calendar year.

28-3.06 A monthly uniform maintenance allowance of thirty-five dollars (\$35) shall be paid to all Active Cabin Crew Members.

## **28-4 UNIFORM STANDARDS**

28-4.01 Uniforms shall be maintained according to standards determined by the Company.

28-4.02 The Cabin Crew Member 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 Crew Member's check-in baggage is delayed, a Cabin Crew Member shall contact the Development and Performance Manager, or the designated On Call Manager 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 Crew Member 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 Crew Member 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 Crew Member who has completed their probationary period shall be disciplined or terminated without just cause.
- 29-1.02 Any Cabin Crew Member who has been disciplined may file a grievance in accordance with this Agreement pursuant to Article 30 - Grievance Procedure.
- 29-1.03 A Cabin Crew Member will be notified of the reason or incident under investigation except where doing so may reasonably compromise the investigation.
- 29-1.04 The Cabin Crew Member 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 Crew Member is not completely exonerated.

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

- 29-2.01 Where disciplinary action is contemplated, the Cabin Crew Member 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 Crew Member is held out of service pending investigation, the Company will advise the Cabin Crew Member, in writing, of the reason for the Company's decision to hold them out of service.
- 29-2.03 During the period a Cabin Crew Member is off pending investigation, the Cabin Crew Member shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.
- 29-2.04 A Cabin Crew Member who is off pending investigation shall be entitled to bid for monthly schedules and vacations so that if and when returned to duty, the Cabin Crew Member 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 Crew Member's personnel file.

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

- 29-3.01 Any meetings or hearings shall be held at the Cabin Crew Member'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 Meetings where Cabin Crew Member(s) are required by the Company to participate in an investigation held during a Cabin Crew Member's duty period, the Cabin Crew Member shall be given time off and credited in accordance with their regular scheduled duty for such meeting.

The Company will only remove a Cabin Crew Member, 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 Crew Member 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 and one half (1.5) hours or fifty percent (50%) of the actual meeting time.

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

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

29-3.04 When disciplinary action is taken, the Cabin Crew Member 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 Crew Member'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 Collective Agreement, the term "grievance" means a dispute with regard to the interpretation, application, administration or alleged violation of the Collective Agreement.
- 30-1.03 A grievance for a Cabin Crew Member ("Individual Grievance") or a grievance for a group of Cabin Crew Members 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 Crew Member or a group of Cabin Crew Members. 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 Crew Member 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 Crew Member 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 Crew Member 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 Inflight Operations 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 Crew Member(s) 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 Inflight Operations 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 Crew Members during the grievance procedure.

## **ARTICLE 31 - ARBITRATION**

### **31-1 ARBITRATION PROCESS**

31-1.01 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 Collective 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 Crew Members, 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 from each base. 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 Crew Members 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 Crew Members appointed to the Workplace Health and Safety Committee shall each be provided two (2) Days of paid release per monthly scheduling period to perform all their duties on the Workplace Health and Safety Committee. A Cabin Crew Member 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 (1) Day of release shall be credited at four (4) Credit Hours. Additional release Days may be scheduled with the mutual agreement of the Co-Chairs of the committee.

32-3.02 The Cabin Crew Member 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 (1) Day of release shall be credited at four (4) 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 If a Cabin Crew Member 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 Crew Member'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 Crew Member's base.

### **32-5 HEALTH AND SAFETY TRAINING**

32-5.01 Cabin Crew Members 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 Crew Members 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 Crew Members 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 Crew Members 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 National Union and the Union each have an emergency response deployment team. When allowed by an investigating external agency, the Union may deploy one (1) of these teams for purposes of providing support and representation to Cabin Crew Members 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 teams.

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

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

33-1.01 Unless due to the Cabin Crew Member's unlawful activities, or negligence, a Cabin Crew Member 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 Crew Member 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 Crew Member shall be discontinued by the Company.

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

33-1.03 A Cabin Crew Member 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 Crew Member's unlawful activities, or negligence, if a Cabin Crew Member 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 Crew Member's remains back to a destination where Company or WestJet, an Alberta Partnership, 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 effective date of this Agreement.**

34-1.01 Cabin Crew Members 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. In the event a Cabin Crew Member fails to submit a bid, and does not have a standing bid in place, the assignment of their schedule will be at the discretion of the Company.

34-1.02 Bidding options shall include:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) AM/PM pairing start on first Day of pairing;
- d) Preference for holding reserve;
- e) Pairing length;
- f) Flight destination(s);
- g) Layover location;
- h) Specific Day(s) Off;
- i) Number of Days Off between work periods;
- j) Pairing starts with Deadhead arriving at;
- k) Pairing ends with Deadhead departing from;
- l) "Avoid" option for other bidding options on this list with the exception of h); 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 upon implementation of seniority-based scheduling.**

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

Day of Month	Event
10	The company will publish the monthly electronic bid packages by 1200 MT. These shall be considered the final bid packages for the monthly bidding period.
13	Bidding period for the following month will close by 1200 MT.
20	Schedules for the following month will be released no later than 2359 MT.

34-2.02 In the event of extenuating circumstances, the final bid packages and/or the dates in 34-2.01 above may be adjusted by the Company. In those circumstances, the Company will notify the Union of the reasons for the final bid package or date adjustments.

34-2.03 In the event that a Cabin Crew Member 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.

34-2.04 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 Crew Member 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**

34-3.01 Cabin Crew Members will be scheduled between seventy-five (75) Credit Hours and ninety (90) 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:

- 01 January – 30 January
- 31 January – 01 March (exception: leap years, 31 January – 29 February)
- 02 March – 31 March (exception: leap years, 01 March – 31 March)
- 01 April – 30 April
- 01 May – 31 May
- 01 June – 30 June
- 01 July – 31 July
- 01 August – 31 August
- 01 September – 30 September
- 01 October – 31 October
- 01 November – 30 November
- 01 December – 31 December

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

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

34-5.01 Cabin Crew Members will be scheduled to a minimum of ten (10) Days Off per monthly scheduling period.

34-5.02 If a Cabin Crew Member is Inactive for one (1) or more Days in a monthly scheduling period, the minimum Days Off in 34-5.01 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 Crew Member is Active.

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

**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 five (5) consecutive Days in length unless mutually agreed to between the Union and the Company.

34-6.02 The maximum number of scheduled legs (including Deadheads) in any duty period will be limited to five (5). Taxi legs do not count towards the maximum number of legs. The Company may add a sixth (6<sup>th</sup>) leg if it is a Deadhead to position the Cabin Crew Member 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 Crew Members 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 Crew Member 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 Crew Member through Shift

Trade. After seven (7) consecutive Days on duty, the Cabin Crew Member must have a planned rest period of twenty-four (24) hours.

**34-8 DUTY PERIOD CALCULATION**

34-8.01 Duty periods are calculated from the Cabin Crew Member’s Report Time to their Release Time.

34-8.02 A Cabin Crew Member’s Report Time shall be:

Operating first leg of duty period - domestic	Operating first leg of duty period - transborder	Deadhead first leg of duty period
45 minutes prior to departure	60 minutes prior to departure	45 minutes prior to departure

34-8.03 A Cabin Crew Member’s Release Time shall be:

Operating last leg of duty period	Deadhead last leg of duty period
15 minutes after arrival	Arrival time of flight

34-8.04 The Report Time and Release Time for a Company assigned Non-Pairing Activity shall be based on the scheduled start and end time of the activity.

**34-9 MAXIMUM SCHEDULED DUTY PERIODS**

34-9.01 The Company will not schedule any duty periods exceeding fourteen (14) hours.

**34-10 EXTENSION OF DUTY PERIODS**

34-10.01 In the event of delay or IROP, the Company may require a Cabin Crew Member to extend their duty period to a maximum of two (2) hours beyond the maximum scheduled duty period outlined in 34-9.01 above.

34-10.02 Any duty period extension beyond the maximum listed in 34-10.01 above requires the consent of the Cabin Crew Member.

34-10.03 Under no circumstance, including Deadheads, shall duty periods exceed seventeen (17) hours.

34-10.04 If a Cabin Crew Member’s duty period exceeds the maximum duty period outlined in 34-9.01 above, the minimum rest period outlined in 34-12.04 below will be increased by an amount equal to the duty period extension.

34-10.05 When the last leg of a duty period is a Deadhead to the Cabin Crew Member’s base or Domicile at the end of a pairing, the maximum scheduled duty period outlined in 34-9.01 above may be increased by three (3) hours for that duty period with the agreement of the Cabin Crew Member.

34-10.06 A Cabin Crew Member who completes a duty period longer than the applicable maximum scheduled duty period outlined in 34-9.01 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	\$75
61 – 120	\$150
121 - 180	\$300

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

### **34-11 MINIMUM REST AT BASE**

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

- 34-11.01 A Cabin Crew Member 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.
- 34-11.02 In the event of a delay or IROP, minimum rest at base may be reduced to ten (10) hours between pairings and/or Company assigned Non-Pairing Activities calculated from Release Time to Report Time, with the approval of the Cabin Crew Member. Hotel accommodations may be requested near the airport should the Cabin Crew Member accept the shortened rest.
- 34-11.03 If a Cabin Crew Member is aware that they will not receive the minimum rest indicated in 34-11.02 above, the Cabin Crew Member shall advise Crew Scheduling. The Company will assign the Cabin Crew Member a delayed Report Time, a reassignment, and/or return to duty (RTD) reserve.

### **34-12 MINIMUM REST AWAY FROM BASE**

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

- 34-12.01 A Cabin Crew Member shall be scheduled a minimum of ten and one half (10.5) hours rest between duty periods calculated from Release Time to Report Time.
- 34-12.02 For scheduled duty periods exceeding twelve (12) hours, a Cabin Crew Member will be scheduled a minimum of twelve (12) hours rest between duty periods calculated from Release Time to Report Time.
- 34-12.03 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 Crew Member 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.
- 34-12.04 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 34-12.01 above, rest may be reduced to a minimum of nine (9) hours from hotel check-in "lobby-to-lobby, key-in-hand"; or
  - b) For duty periods outlined in 34-12.02 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".
- 34-12.05 If a Cabin Crew Member is aware that they will not receive the minimum rest indicated in 34-12.04 above, the Cabin Crew Member shall advise Crew Scheduling. The Company may assign the Cabin Crew Member a delayed Report Time, a reassignment, and/or RTD reserve.

### **34-13 NOTIFICATION OF A DELAY AT BASE PRIOR TO PAIRING REPORT**

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

- 34-13.01 If a delay becomes known to the Company prior to the Cabin Crew Member's Report Time, the Company shall notify the Cabin Crew Member of the delay. The Company will not call the Cabin Crew Member within twelve (12) hours of the Release Time of the previous duty period unless the Company will provide the Cabin Crew Member with a minimum of twelve (12) hours rest from the time of the call until the updated Report Time.

- 34-13.02 If the Company notifies the Cabin Crew Member at least two (2) hours prior to the Cabin Crew Member's originally scheduled Report Time, the Report Time will be adjusted in accordance with 34-8.02 above based on the revised flight departure time.
- 34-13.03 If the Company notifies the Cabin Crew Member less than two (2) hours prior to the Cabin Crew Member's originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.
- 34-13.04 Contacting a Cabin Crew Member within the time parameters outlined in 34-13.01 to 34-13.03 will not be considered a disruption of rest.
- 34-13.05 Any notifications received from an automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **34-14 NOTIFICATION OF A DELAY AWAY FROM BASE DURING A LAYOVER**

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

- 34-14.01 If a Cabin Crew Member is away from base and a delay becomes known to the Company prior to the Cabin Crew Member's Report Time, the Company shall notify the Cabin Crew Member of the delay. The Company will not call the Cabin Crew Member within ten (10) hours of the Release Time of the previous duty period unless the Company will provide the Cabin Crew Member with a minimum of ten (10) hours rest from the time of the call until the updated Report Time.
- 34-14.02 When contacting a Cabin Crew Member in accordance with 34-14.01 above, the Company will not call the Cabin Crew Member earlier than one and one half (1.5) hours prior to the originally scheduled Report Time.
- 34-14.03 If the Company calls the Cabin Crew Member 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 34-8.02 above based on the revised flight departure.
- 34-14.04 If the Company calls the Cabin Crew Member less than forty-five (45) minutes prior to the originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.
- 34-14.05 Contacting a Cabin Crew Member within the time parameters outlined in 34-14.01 to 34-14.04 above will not be considered a disruption of rest.
- 34-14.06 Any notifications received from an automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **34-15 REASSIGNMENT**

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

- 34-15.01 The Company may reassign a Cabin Crew Member to an alternate flight(s), activate a Cabin Crew Member on a Deadhead flight(s), or place the Cabin Crew Member on RTD reserve, as operationally required.
- 34-15.02 A Cabin Crew Member 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.

- 34-15.03 A Cabin Crew Member will not be required to accept a reassignment where the Release Time on the last duty period of the modified pairing is more than four (4) hours later than the originally scheduled Release Time of the pairing.
- 34-15.04 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 34-15.03 above and the Cabin Crew Member 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 Crew Member to their base as soon as practicable. If the Cabin Crew Member had completed a personal Deadhead modification resulting in their pairing ending in their Domicile, Crew Scheduling will return the Cabin Crew Member to their Domicile.
- 34-15.05 If there is no alternate flight(s) available for reassignment, the Cabin Crew Member 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.
- 34-15.06 If reassigned to an RTD Reserve Period(s), the Cabin Crew Member 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.

#### **34-16 NOTIFICATION OF A REASSIGNMENT WHILE ON A LAYOVER**

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

- 34-16.01 A Cabin Crew Member may be required by the Company to be reassigned while on a layover.
- 34-16.02 The Company will not call the Cabin Crew Member on layover for reassignment within ten (10) hours of the Release Time of the previous duty period unless the Company will provide the Cabin Crew Member with a minimum of ten (10) hours rest from the time of the call until the updated Report Time.
- 34-16.03 Any notifications received from an automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **34-17 SHIFT TRADES**

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

- 34-17.01 A Cabin Crew Member shall be permitted to use Shift Trades in a single monthly scheduling period. A Cabin Crew Member may not Shift Trade for the purpose of dropping consecutive monthly schedules.
- 34-17.02 A Cabin Crew Member must submit a Shift Trade request(s) to the Company electronically.
- 34-17.03 The Company will not process a Shift Trade request(s) within eight (8) hours of the originally scheduled Report Time of the pairing(s) being traded.
- 34-17.04 A partial Shift Trade may only be permitted if all of the following criteria are met:
- a) The partial Shift Trade request must be submitted no later than twenty-four (24) hours prior to the scheduled Report Time of the pairing(s) being traded.
  - b) A pairing is split by trading leg(s) at either the beginning or end of the pairing;
  - c) The newly created pairing(s) must begin and end in the Cabin Crew Member's base;
  - d) Partial Shift Trade legs cannot be attached to another pairing or duty period; and,

- e) The Cabin Crew Member accepting the partial Shift Trade must satisfy the minimum rest at base requirements as outlined in 34-11.01 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.

- 34-17.05 A Cabin Crew Member may complete a maximum of four (4) partial Shift Trades in a single monthly scheduling period.
- 34-17.06 A Cabin Crew Member is only permitted to Shift Trade full Reserve Blocks. Shift Trades involving partial Reserve Blocks are not permitted.
- 34-17.07 A new-hire Cabin Crew Member is not permitted to complete a Shift Trade(s) in their first thirty (30) Days calculated from the start date of the Cabin Crew Member's first completed operational pairing.
- 34-17.08 A Cabin Crew Member may not submit a Shift Trade request for a pairing(s) that involves the last three (3) Days of the monthly scheduling period until the schedules for the following monthly scheduling period have been released. If a trade results in a conflict with the following monthly schedule this conflict will be rectified as outlined in 34-17.09 below.
- 34-17.09 A Cabin Crew Member must ensure that a submitted Shift Trade request(s) is in compliance with all minimum rest at base requirements as outlined in 34-11.01 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 34-11.01 above or the maximum consecutive days on duty as outlined in 34-7.02 above, the pairing(s) will be removed from the Cabin Crew Member's schedule and the Cabin Crew Member will have the option of being placed on RTD reserve for the length of the pairing as outlined in 34-20. below. Should the Cabin Crew Member opt to not hold RTD reserve the Cabin Crew Member will forfeit the Credit for the removed pairing(s).
- 34-17.10 A Cabin Crew Member may only Shift Trade QCFA duties with another Cabin Crew Member who has the QCFA qualification.

#### **34-18 RETURN TO DUTY (RTD) RESERVE**

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

- 34-18.01 Return to duty (RTD) Reserve Period(s) may be assigned to a Cabin Crew Member returning from an absence from the workplace or resulting from a reassignment. Cabin Crew Members may request to hold RTD Reserve out of their Domicile. Approval of such requests shall be at the Company's discretion.
- 34-18.02 Cabin Crew Members holding RTD Reserve with an unscheduled overnight in base may request hotel accommodation.
- 34-18.03 A Cabin Crew Member may Shift Trade the flying portion of an RTD reserve if it occurs in the beginning or the end of the pairing. The Cabin Crew Member trading away the pairing will be responsible to contact Crew Scheduling via email to have the RTD reserve removed from their schedule. There will not be an option to hold the RTD reserve once the pairing is traded and the Credit associated to the RTD reserve will not be maintained by the original pairing holder or the new pairing holder. If a Cabin Crew Member fails to contact Crew Scheduling to have the RTD reserve removed, Crew Pay will remove the RTD reserve during reconciliation of the Cabin Crew Member's schedule.

34-18.04 The Company will assign pairings to eligible Cabin Crew Members holding RTD reserve prior to assigning pairings to Reserve Holders and in accordance with Article 35 – Reserve (Pairing Assignment Process).

**34-19 RETURN TO DUTY FROM SICK LEAVE**

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

34-19.01 A Cabin Crew Member 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 2000 LBT by phone or other contact method communicated by the Company.

34-19.02 At the Company's sole discretion, a Cabin Crew Member may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile. When assigned an open time pairing, the Release Time of the pairing must be no later than four (4) hours after the original Release Time of the removed pairing. When assigned an RTD Reserve Period(s), the Cabin Crew Member must be returned to their base no later than four (4) hours after the original Release Time of the removed pairing.

34-19.03 Upon returning to duty from sick leave, a Cabin Crew Member will be credited the greater of the original Credit Hours for the duty period(s) in which the Cabin Crew Member has returned to duty or the actual operated Credit Hours of the pairing(s) assigned to the Cabin Crew Member upon returning to duty reconciled per Article 41 – Pay Administration.

**34-20 RETURN TO DUTY WITH SCHEDULE ASSIGNED (NOT INCLUDING SICK LEAVE)**

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

34-20.01 A Cabin Crew Member 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 2000 LBT by phone or other contact method communicated by the Company.

34-20.02 At the Company's sole discretion, a Cabin Crew Member may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile. When assigned a pairing, the Release Time of the pairing must be no later than four (4) hours after the original Release Time of the removed pairing. When assigned an RTD Reserve Period(s), the Cabin Crew Member must be returned to their base no later than four (4) hours after the original Release Time of the removed pairing.

34-20.03 When assigned an open time pairing upon returning to duty following an unpaid absence, a Cabin Crew Member will be credited the actual operated Credit Hours of the assigned pairing(s).

34-20.04 When assigned an RTD Reserve Period(s) upon returning to duty following an unpaid absence, a Cabin Crew Member will be credited the greater of four (4) Credit Hours for each RTD Reserve Period(s) in which the Cabin Crew Member 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 Crew Member is placed on a partial RTD Reserve Period, the Credit for the RTD Reserve Period will be prorated accordingly.

34-20.05 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 Crew Member will be credited the greater of the original Credit Hours for the duty period(s) in which the Cabin Crew Member has returned to duty or the actual operated Credit Hours of the pairing(s) assigned to the Cabin Crew Member upon returning to duty reconciled per Article 41 – Pay Administration.

### **34-21 RETURN TO DUTY WITH NO SCHEDULE ASSIGNED**

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

- 34-21.01 When a Cabin Crew Member is able to return to duty and does not have a schedule assigned, a Cabin Crew Member may be assigned, at the Company's sole discretion, an open time pairing(s) or RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile in an effort to meet the Cabin Crew Member's MMG.
- 34-21.02 When assigned an open time pairing upon returning to duty, a Cabin Crew Member will be credited the actual operated Credit Hours of the assigned pairing(s).
- 34-21.03 When assigned an RTD Reserve Period(s) upon returning to duty, a Cabin Crew Member will be credited the greater of four (4) Credit Hours for each RTD Reserve Period(s) in which the Cabin Crew Member 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 Crew Member is placed on a partial RTD Reserve Period, the Credit for the RTD Reserve Period will be prorated accordingly.

### **34-22 STAND-UP DUTY PERIOD**

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

- 34-22.01 A stand-up duty period occurs when a Cabin Crew Member operates an evening flight followed by a morning flight without receiving the minimum rest between duty periods as outlined in 34-12.01 above.
- 34-22.02 A stand-up duty period will be the only duty period in the pairing and may consist of a maximum of two (2) operational flight segments and two (2) Deadhead flight segments.
- 34-22.03 The maximum scheduled duty period for a stand-up duty period shall be twelve (12) hours.
- 34-22.04 A Cabin Crew Member assigned a stand-up duty period will be provided hotel accommodations for any break between flights.
- 34-22.05 Following a stand-up duty period, a Cabin Crew Member shall not be scheduled additional duty on that Day.
- 34-22.06 The Company may offer stand-up duty periods in open time which do not follow the limitations in 34-22.02 and 34-22.03 above. This open time may be picked up by Cabin Crew Members on a voluntary basis.

### **34-23 COMPANY OPEN TIME PAIRINGS**

- 34-23.01 At the Company's sole discretion, Company open time pairings and/or Reserve Blocks may be published for pick-up.
- 34-23.02 Open time pairings and/or Reserve Blocks will be awarded on a first come first serve basis.
- 34-23.03 Cabin Crew Members must ensure that a submitted request(s) is in compliance with all minimum rest at base requirements as outlined in 34-11.01 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 34-11.01 above or the maximum consecutive Days on duty as outlined in 34-7.02 above, the pairing(s) will be removed from the Cabin Crew Member's schedule and the Cabin Crew Member will have the option of being placed on RTD reserve for the length of the pairing as outlined in 34-20 above. Compensation for the RTD reserve will be at straight time rates. Should the Cabin Crew Member opt to not hold RTD reserve the Cabin Crew Member will forfeit the Credit for the removed pairing(s).

34-23.04 If a Company open time pairing is cancelled or removed by the Company, the Cabin Crew Member may choose to be reassigned in accordance with 34-15 above. If reassigned, a Cabin Crew Member 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 Crew Member declines to be reassigned, they shall not receive any Credit.

#### **34-24 DRAFTING**

**NOTE: Effective the third full monthly scheduling period following the finalization of the Master Seniority List**

34-24.01 Both the Company and the Union are committed to not cancelling flights due to lack of Cabin Crew Members. In keeping with this commitment, a draft shall be considered as an option of last resort.

34-24.02 If the Company has exhausted the available options to cover a Company open time pairing, the Company shall draft a Cabin Crew Member who is on a Day(s) Off for the pairing. In such circumstances, the Company shall draft a Cabin Crew Member in reverse seniority order by base.

34-24.03 Prior to any Cabin Crew Member being drafted for a pairing, the following call-out order shall be used by Crew Scheduling:

- a) Cabin Crew Member on RTD status;
- b) Cabin Crew Members holding reserve duty;
- c) Electronically post the pairing to Company open time for voluntary pick up.

34-24.04 No Cabin Crew Member will be drafted more than three (3) times in a calendar year.

34-24.05 A Cabin Crew Member will not be drafted on a GDO.

34-24.06 If a Cabin Crew Member is drafted for a pairing, the Cabin Crew Member shall receive premium pay at two (2) times the Cabin Crew Member's regular rate of pay in accordance with Article 41 – Pay Administration.

#### **34-25 BOOKING OFF FATIGUED**

34-25.01 A Cabin Crew Member must advise Crew Scheduling as soon as possible when booking off fatigued. Cabin Crew Members who book off fatigued must submit an Incident Hazard Report (IHR) within forty-eight (48) hours describing the circumstances that led up to the fatigue.

34-25.02 If a Cabin Crew Member is removed from duty due to fatigue, the Company will investigate the circumstances of the fatigue book-off. In the event the Company determines that every effort was made to utilize the time free from duty to arrive at work fit to fly, the Cabin Crew Member will be pay protected for the original pairing.

34-25.03 In application of 34-25.02 above, when a Cabin Crew Member is removed from duty due to fatigue, the following will apply:

- a) The Cabin Crew Member will be required to mitigate fatigue through a minimum of twelve (12) hours rest at the location where fatigue was identified; then,
- b) The Cabin Crew Member will be returned to duty as outlined in 34-20 above.

#### **34-26 BOOKING OFF MID-PAIRING**

34-26.01 If a Cabin Crew Member needs to book off mid-pairing, they must inform Crew Scheduling at the earliest possible opportunity to arrange a replacement Cabin Crew Member. Cabin Crew

Members who are sick mid-pairing will be provided hotel accommodations in the city where they have booked off.

34-26.02 If the Cabin Crew Member is able to return to duty prior to the original pairing Release Time, the Cabin Crew Member may be returned to duty as outlined in 34-19.02 or 34-20.02 above.

34-26.03 If the Cabin Crew Member is medically fit to travel, but is not medically fit to operate or the original Release Time of the pairing has passed, they will be provided a Deadhead flight to their base or Domicile.

**34-27 TURN TIMES DURING A DELAY OR IROP**

34-27.01 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.

**34-28 CREW COMPLIMENT**

34-28.01 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 compliment.

**34-29 POST DUTY PERIOD GROUND DELAYS**

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

34-29.01 If a Cabin Crew Member 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 Crew Member shall inform Crew Scheduling to adjust their Release Time and subsequent rest period if necessary. The Cabin Crew Members 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.

## **ARTICLE 35 - RESERVE**

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

### **35-1 CREW PLANNING – RESERVE ASSIGNMENT**

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 five (5) consecutive Reserve Periods in length.

35-1.03 A Cabin Crew Member will be scheduled a maximum of two (2) Reserve Blocks which commence in the same monthly scheduling period, with no more than ten (10) Reserve Periods in any monthly scheduling period.

35-1.04 A new-hire Cabin Crew Member will not be scheduled Reserve Periods for one (1) full monthly scheduling period following the completion of initial training. New-hire Cabin Crew Members shall not have bidding rights for the first full monthly scheduling period.

### **35-2 RESERVE CREDIT**

35-2.01 Each Reserve Period will be credited four (4) Credit Hours.

35-2.02 When a Reserve Holder is assigned a pairing, the Reserve Holder will be credited the greater of the reserve Credit outlined in 35-2.01 above multiplied by the number of Days in the assigned pairing or the assigned pairing Credit as outlined in Article 41 – Pay Administration.

35-2.03 When a Reserve Holder notifies the Company of an absence after being assigned a pairing and prior to reporting for duty, the Reserve Holder will be considered unavailable for that Reserve Period pending further investigation by the Company, the pairing or airport standby reserve will be removed and their MMG shall be reconciled accordingly. If the Reserve Holder is able to return to duty for subsequent Reserve Periods prior to the end of the Reserve Block, the remaining Reserve Periods will be reinstated.

35-2.04 When a Reserve Holder notifies the Company of an absence after being assigned a pairing and after reporting for duty, any Credit Hours in the assigned pairing that were not completed will be removed and the absence will be reconciled as outlined in Article 20 – Sick Leave. If the Reserve Holder is able to return to duty for subsequent Reserve Periods prior to the end of the Reserve Block, the remaining Reserve Periods will be reinstated.

### **35-3 RESERVE DUTY**

35-3.01 AM reserve has a ten (10) hour call out window which must start and end anywhere between 0300 Local Base Time (LBT) and 1600 LBT.

35-3.02 PM reserve has a ten (10) hour call out window which must start and end anywhere between 1000 LBT and 2300 LBT.

35-3.03 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 ten (10) hours.

35-3.04 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. The more senior Reserve Holder will have the right to decline the conversion when more junior Reserve Holders are available. The most junior qualified Reserve Holder must accept the reserve assignment. 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 AM Reserve Block has been converted. Once AM Reserve Periods are converted to flexible Reserve Periods, the call-out window for that Reserve Block will not be further modified.

**NOTE: Assignment by seniority shall be effective no later than the third full monthly scheduling period following the finalization of the Master Seniority List.**

- 35-3.05 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 35-3.04 and 35-3.10.
- 35-3.06 A Reserve Holder will be considered on call at all times during their Reserve Period.
- 35-3.07 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.
- 35-3.08 Every Reserve Holder shall be required to be available by phone, or other contact method agreed upon by the Union and the Company.
- 35-3.09 The Company will contact a Reserve Holder and will leave a message, if possible. The Reserve Holder must respond to the Company within fifteen (15) minutes of the Company initially contacting the Reserve Holder. If the Reserve Holder does not respond to the Company within fifteen (15) 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 accordingly. If the Reserve Holder responds to the Company after being coded a no show, the Reserve Holder will be placed back on reserve and the reserve Credit for that Reserve Period will be prorated based on the time remaining in the originally scheduled Reserve Period calculated from the time the Reserve Holder responds to the Company.
- 35-3.10 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 airport standby reserve. The Report Time of the advance pairing or airport standby reserve shall not be earlier than the beginning of the reserve call-out window. The Reserve Holder must acknowledge the assignment 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 ASR. 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 accordingly. If the Reserve Holder responds to the Company after being coded a no show, the Reserve Holder will be placed back on reserve and the reserve Credit for that Reserve Period will be prorated based on the time remaining in the originally scheduled Reserve Period calculated from the time the Reserve Holder responds to the Company.
- 35-3.11 When a Reserve Holder is assigned a pairing, the pairing must have a Report Time either within the Reserve Period or no later than two (2) hours after the end of the Reserve Period.
- 35-3.12 The duty period will begin at the Report Time of the assigned pairing.
- 35-3.13 A Reserve Holder will not be assigned a pairing with a scheduled Release Time, for the first duty period of the assigned pairing, later than eighteen (18) hours after the beginning of their reserve call out window, without the Reserve Holder's consent.
- 35-3.14 Pairing Assignment Process

**NOTE: Effective no later than the third full monthly scheduling period following the finalization of the Master Seniority List**

- 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 35-3.14 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 qualified Reserve Holder must accept the duty

assignment. 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 35-3.14 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 35-3.14 a) and b) above.

35-3.15 The pairing assignment process as outlined in 35-3.14 above will be by base and subject to language requirements.

35-3.16 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 one (1) additional Reserve Period before returning the Reserve Holder to their base for minimum required rest. The extension shall not extend beyond the original number of Reserve Periods in the Reserve Block.

35-3.17 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, transportation to and from the airport, and per diem for time spent away from the Reserve Holder's base.

#### **35-4 AIRPORT STANDBY RESERVE (ASR)**

35-4.01 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 Cabin Crew Member must remain in the airport during the ASR period, must respond to the Company within ten (10) minutes of the Company initially contacting the Reserve Holder, and must be able to report to the required gate in a reasonable amount of time. The duty period will begin at the required ASR Report Time.

35-4.02 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) hour 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. There shall be no more than two (2) ASR periods per Reserve Block, without the consent of the Reserve Holder.

35-4.03 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.

35-4.04 ASR will be assigned to a Reserve Holder in accordance with 35-3.14 above.

#### **35-5 RESERVE REST**

35-5.01 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 35-3.10 above.

35-5.02 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.

#### **35-6 RESERVE ASSIGNMENT REVIEW**

35-6.01 The Scheduling Review Committee will review concerns brought forward by Cabin Crew Members regarding a reserve pairing assignment.

**35-7 RESERVE ASSIGNMENT – LATEST RETURN TO BASE**

35-7.01 The scheduled Release Time of an assigned reserve pairing must be prior to 0059 on the last Reserve Period of the Reserve Block unless the Cabin Crew Member consents to an extension. Extensions into a Day Off will be reconciled in accordance with Article 41 – Pay Administration.

## ARTICLE 36 - DEADHEADING

### 36-1 DRESS CODE

36-1.01 Cabin Crew Members must wear their uniform while 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 For those situations in which Cabin Crew Members 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 Crew Member for duty.

### 36-2 DEADHEAD CREDIT

**NOTE: Effective for the first full monthly scheduling period which commences three (3) months following the effective date of this Agreement.**

36-2.01 A Cabin Crew Member will be Credited fifty percent (50%) of the 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 Crew Member 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 Crew Member between two (2) different airports and where the scheduled transportation time is greater than one (1) hour, the Cabin Crew Member 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 pairing Credit, including Credit resulting from an MDPC, Trip RIG, or a Duty RIG, the Cabin Crew Member's MMG will be reduced accordingly.

36-2.05 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. 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, Trip RIG, or a Duty RIG, the Cabin Crew Member'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 Crew Member request a personal Deadhead modification, the request must comply with the following to be processed:

- a) The original Deadhead being modified must be either the first leg or last leg of the pairing.
- b) 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.
- e) Last leg Deadheads may not be interchanged for first leg Deadheads and vice versa.
- f) Requested Deadhead legs must depart on the same Day as the original Deadhead leg and cannot increase the number of Days of the 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:
  - i. 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 for trans-border operated flights; or
  - ii. Forty-five (45) minutes between the scheduled arrival time of the last operational flight of the pairing and the scheduled departure time of the requested Deadhead flight for domestic operated flights.
- i) A personal Deadhead modification may only increase the number of Deadhead flights from the original schedule if adding one (1) additional Deadhead flight is the only available option to return the Cabin Crew Member 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 personal Deadhead modification has been approved, the Cabin Crew Member may not Shift Trade a pairing containing the personal Deadhead modification.

36-3.04 When approved for a first leg personal Deadhead modification, a Cabin Crew Member is eligible for reassignment, as outlined in Article 34 – Scheduling (Reassignment), based on the Report Time of the requested Deadhead flight.

36-3.05 When approved for a last leg personal Deadhead modification, a Cabin Crew Member 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.

36-3.06 When a Cabin Crew Member who has been approved for a last leg personal Deadhead modification is reassigned in accordance with Article 34 – Scheduling (Reassignment), the Company will release the Cabin Crew Member in either the Cabin Crew Member's base or Domicile, based on operational requirements.

36-3.07 Where the Company releases the Cabin Crew Member in their base pursuant to 36-3.06, the Cabin Crew Member will be provided a free positive space flight in accordance with the Business Travel – Positive Space Policy to their Domicile on the next available flight. A Cabin Crew Member will not be provided additional pay for this flight and any expenses resulting from this flight (e.g. hotels) will be the responsibility of the Cabin Crew Member.

36-3.08 Once a pairing has been modified or rebuilt to reflect a personal Deadhead modification, no additional pay will be provided to the Cabin Crew Member should the requested Deadhead flight be delayed or cancelled.

36-3.09 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 Crew Member.

36-3.10 In the event of a delay or cancellation to a modified last leg Deadhead, which would prevent the Cabin Crew Member from arriving at the destination of the modified Deadhead on the same Scheduling Day, the Cabin Crew Member may request a subsequent Deadhead modification to return to their base or Domicile.

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 Crew Member's pairing, their pairing Credit 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 If a Cabin Crew Member 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 If a Cabin Crew member 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 If a Cabin Crew Member 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 If available, the Company will assign a window or aisle seat in the cabin for any Deadheads on WestJet or WestJet Encore flights that are awarded or assigned to a Cabin Crew Member as part of their original monthly schedule from Crew Planning.

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

36-6.03 The Company agrees to make its best effort to provide a Deadheading Cabin Crew Member 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 Crew Members when:

- a) any layover occurs between two (2) duty periods on a single pairing;
- b) planned/scheduled time on ground longer than five (5) hours calculated from arrival to departure time (including Report Time), 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 calculated from arrival to departure time (including Report Time), in a single duty period on a pairing; and
- d) required to overnight for a training event outside of the Cabin Crew Member's base.

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

37-1.03 When a Cabin Crew Member requests a Personal Pairing Modification that results in the removal of the planned overnight, the hotel room will automatically be cancelled.

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

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

37-2.02 Cabin Crew Members shall be responsible for transportation costs resulting from Personal Pairing Modifications or missed scheduled transportation.

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 Crew Members 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 Crew Member for the actual expenses incurred for taxi/rideshare transportation from a Cabin Crew Member's home to the airport if a Cabin Crew Member 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 Crew Member has exceeded sixteen (16) hours of duty on the final duty period of their pairing, the Cabin Crew Member, upon their request, shall be provided with accommodation at the closest available approved hotel. Alternatively, if the distance between the airport and the Cabin Crew Member's home is fifty (50) kilometers or less, the Cabin Crew Member 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 Crew Member completes a Personal Pairing 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 Crew Member's base is reduced to less than the contractual rest provided for in Article 34 – Scheduling, the affected Cabin Crew Member shall be provided the opportunity to stay in a single occupancy room in an approved hotel with the understanding that the Cabin Crew Member shall operate the next scheduled pairing.

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

37-4.01 If a Cabin Crew Member chooses not to use a booked hotel room while on a layover, the Cabin Crew Member is encouraged to complete the hotel cancellation form found on the Company Intranet and/or Cabin Crew Device (CCD). The Cabin Crew Member may also fill out the ongoing cancellation form for indefinite hotel cancellations in the city or cities of their choice.

37-4.02 Cabin Crew Members 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 Cabin Crew Device. Per diem shall not be affected by cancellation of a hotel room.

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

37-5.01 In the event a Cabin Crew Member requires a hotel room that has been cancelled at the request of the Cabin Crew Member, a request to have the accommodation reinstated can be submitted by email to Crew Scheduling 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 Crew Member will miss their Report Time, they shall notify Crew Scheduling immediately.

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

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

38-2.01 In the case of a missed Report Time, the commuting Cabin Crew Member will be considered unavailable for that pairing, the pairing will be removed and the Credit for that pairing will be deducted from the Cabin Crew Member's MMG. The Cabin Crew Member 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 Crew Member is required to continue to commute to their base, upon arrival at their base, Crew Scheduling will reassign the Cabin Crew Member as outlined in Article 34 – Scheduling – Return to Duty with Schedule Assigned (Not Including Sick Leave).

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

38-3.01 When a commuting Cabin Crew Member 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 four (4) hours later than the originally scheduled Release Time, a commuting Cabin Crew Member 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 Crew Members 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 Crew Members, subject to the following terms set out in this Article.

38-4.02 Cabin Crew Members 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 July 31, 2026 if that date is earlier.

38-4.05 Following the expiry of the cost share period set out in 38-4.04 above or July 31, 2026, whichever comes first, Cabin Crew Members shall be responsible for all costs associated with their commuting.

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

### **38-5 HOTEL CANCELLATION PAYMENT**

38-5.01 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 Crew Members, who are enrolled in the ongoing hotel cancellation program, a twenty dollar (\$20) payment for each hotel room cancellation at their Domicile.

38-5.02 The Company shall only commence providing the hotel cancellation payment set out in 38-5.01 above to Cabin Crew Members 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 GENERAL

39-1.01 All Cabin Crew Members 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 Crew Member must successfully complete all required Transport Canada and Company training elements.

### 39-2 RE-EVALUATION

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

### 39-3 ANNUAL TRAINING DATE CHANGE REQUESTS

39-3.01 Annual training dates will normally be provided to Cabin Crew Members sixty (60) Days in advance. A Cabin Crew Member can request to change their annual training dates by submitting the request up to the date of bids closing for the monthly scheduling period in which training is scheduled. Approval of such requests will be based on operational requirements.

39-3.02 Two (2) Cabin Crew Members who are scheduled annual 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 monthly scheduling period in which training is scheduled. Such requests shall not be unreasonably denied. The Cabin Crew Members requesting the trade shall be responsible for completing all applicable online training in accordance with any revised deadlines resulting from the trade.

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

39-4.01 If the Company requires a Cabin Crew Member to travel to a location other than their base for Company required in-person training, the Company will provide a confirmed round trip flight to the training location from the Cabin Crew Member's base. The Company will also provide hotel accommodations and ground transportation between the airport, the hotel, and the training facility.

39-4.02 For travelling out of base for training, a Cabin Crew Member will be credited a total of four (4) Credit Hours for the round trip for travel between YYZ-YYC or YYC-YYZ.

**NOTE: 39-4.02 is effective the first full monthly scheduling period following the ratification of this Agreement.**

39-4.03 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 confirmed flight from the Cabin Crew Member's base, until the originally scheduled arrival time of the confirmed flight back to the Cabin Crew Member's base.

39-4.04 In the event of a delay or cancellation to the originally scheduled confirmed flight, which would prevent the Cabin Crew Member from returning to their base on the originally planned Scheduling Day, the Cabin Crew Member will be entitled to hotel accommodations and per diem until the Company is able to return the Cabin Crew Member to their base.

39-4.05 Cabin Crew Members are permitted to change their confirmed flight to depart from and return to their Domicile instead of their base, provided the change is on the same Scheduling Day. If a Cabin Crew Member changes their training travel, the travel credit outlined in 39-4.02 above and TAFB outlined in 39-4.03 above will be reconciled based on the original schedule. Requests to

change a confirmed flight must be submitted no later than five (5) Days after the release of the monthly schedule.

### **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) Days prior to the in-person training event. If a Cabin Crew Member is returning from a period of Inactivity less than sixty (60) Days prior to the in-person training event, the online training modules will be loaded as soon as practicable after the Cabin Crew Member notifies the Company of their return to work date.

### **39-6 TRAINING PAY**

#### **Company Required In-Person Training**

39-6.01 Cabin Crew Members shall be credited four (4) Credit Hours. In-person training shall not be scheduled for more than a maximum of eight (8) hours per Day, excluding a lunch break. Should a Company required training event be extend beyond these limits, the Cabin Crew Member will be credited fifty percent (50%) of the additional training time.

39-6.02 Cabin Crew Members who are required to attend unscheduled or rescheduled training on a scheduled Day Off will be paid but not credited four (4) hours for each Company required training event. If the unscheduled or rescheduled training is the result of an unsuccessful training event, the Cabin Crew Member will be paid but not credited the greater of one and one half (1.5) hours or fifty percent (50%) of the actual training time.

39-6.03 A Cabin Crew Member 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 Crew Member being de-qualified.

#### **Online Training**

**NOTE: Effective January 1, 2022**

39-6.04 Online training will be paid but not credited fifty percent (50%) of the completion time for Company required 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.

39-6.05 Online training pay will be paid on a quarterly basis.

## **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 Charter flights as part of the regular monthly schedule release. Such assignments cannot be refused.

40-1.03 The Company may select and assign specific Cabin Crew Members for Charter operations. When this occurs, the Cabin Crew Member will be contacted prior to the Charter being assigned and will have the right to refuse such assignment. For any Charter operations requiring specific staffing assignments, the Company will notify the Union.

40-1.04 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.

40-1.05 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, 40-1.03, and 40-1.04 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 select and assign specific Cabin Crew Members 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 Cabin Crew Member shall be seventy-five (75) Credit Hours.

41-1.02 A Cabin Crew Member 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 Crew Member will receive pay for monthly scheduling period credit growth when the Cabin Crew Member's original monthly scheduled Credit Hours plus any credit growth exceeds the Cabin Crew Member's MMG.

41-1.05 When a Shift Trade results in the addition of Credit Hours to a Cabin Crew Member's monthly schedule (i.e. positive shift variance), the Cabin Crew Member 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 Crew Member will receive overtime pay, at one and one half (1.5) times the Cabin Crew Member's hourly rate, for eligible Credit Hours worked in excess of the overtime threshold of eighty-five (85) Credit Hours for the monthly scheduling period.

41-2.02 There shall be no duplication of overtime payments for the same hours worked.

41-2.03 Any scheduled/assigned hours which were not worked by a Cabin Crew Member in a monthly scheduling period due to an 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 Crew Member's overtime pay entitlement.

### **41-3 HOURS COMPENSATED AS PREMIUM PAY**

41-3.01 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 Crew Member's overtime pay entitlement.

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

41-4.01 A Cabin Crew Member 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 Crew Member'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 Crew Member 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 Crew Member 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 Crew Member 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 Crew Member 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 Crew Member will be credited the greater of their originally scheduled Credit Hours of the entire pairing or the Credit Hours actually operated by the Cabin Crew Member over the entire pairing. Any increase in pairing Credit pursuant to this provision will be considered monthly scheduling period credit growth.

**NOTE: The MDPC shall be effective for the first full monthly scheduling period which commences three (3) months following the date of ratification of this Agreement. The Duty RIG and Trip RIG shall be 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 scheduled time away from base (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 Crew Member does not complete a scheduled duty period due to an absence from the workplace or a Personal Pairing Modification, the Cabin Crew Member 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 Crew Member 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 Crew Member's actual return time to their base or Domicile.

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

41-6.01 If a Cabin Crew Member is operationally extended by the Company beyond 0259 Local Base Time (LBT) into a Day(s) Off, vacation Day, or GDO, the Cabin Crew Member will be entitled to premium pay of four (4) hours at one and one half (1.5) times the Cabin Crew Member'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 Crew Member 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 Cabin Crew Members 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 Crew Members shall be paid premium pay of one and one-half (1.5) times the Cabin Crew Member'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 Crew Member who is scheduled to attend an in-person mandatory Company meeting will be credited two (2) Credit Hours for a half day meeting or four (4) 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 Crew Member 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 and one half (1.5) 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 Time 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 Crew Member will be paid but not credited fifty percent (50%) of the meeting time for mandatory Company 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 Crew Member 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 Crew Member 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 PER DIEM**

41-8.01 Per diem payments shall be paid to a Cabin Crew Member when the Cabin Crew Member is away from their base for a pairing or a Company required in-person training event.

41-8.02 The per diem rate shall be \$3.2581 per hour of Time Away From Base (TAFB).

41-8.03 The per diem rate above will increase by two percent (2%) on August 1 of each year effective August 1, 2021 and every subsequent year until July 31, 2026.

41-8.04 Cabin Crew Members on airport standby reserve will be paid per diem.

#### **41-9 QUALITY CHECK FLIGHT ATTENDANT (QCFA) PAY**

41-9.01 A completed Quality Check Flight Attendant (QCFA) Non-Pairing Activity/duty period is eligible for a thirty-two dollar and fifty cent (\$32.50) stipend per Non-Pairing Activity/duty period.

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

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

- 42-1.01 Cabin Crew Members 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 Crew Members 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 Crew Members 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.
- 42-1.05 Cabin Crew Members shall be provided access to a summary of their monthly scheduling period reconciliation.

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

- 42-2.01 Underpayments will be paid to a Cabin Crew Member on the next regular pay date. At the Cabin Crew Member'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 Crew Member to Crew Pay of such underpayment.
- 42-2.02 In the case of an overpayment, the Company shall notify the Cabin Crew Member 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 Crew Member in fifty dollars (\$50) increments per pay period. The Cabin Crew Member may make additional payments at their discretion. In the event the Cabin Crew Member 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 Crew Member in one hundred dollar (\$100) increments per pay period. The Cabin Crew Member may make additional payments at their discretion. In the event the Cabin Crew Member 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 Crew Member, with a Union representative if requested, will discuss a reasonable alternate payment plan. If the Company and the Cabin Crew Member 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 Crew Member 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 Crew Member.

**ARTICLE 43 - RATES OF PAY**

**43-1 RATES OF PAY**

	<b>Active Service Completed as a Cabin Crew Member</b>	<b>August 14, 2021</b>	<b>August 1, 2023</b>	<b>August 1, 2024</b>	<b>August 1, 2025</b>
Step 1	Start rate	\$26.94	\$27.34	\$27.89	\$28.45
Step 2	Completed Year 1	\$28.15	\$28.57	\$29.14	\$29.73
Step 3	Completed Year 2	\$29.42	\$29.86	\$30.46	\$31.07
Step 4	Completed Year 3	\$30.74	\$31.20	\$31.83	\$32.46
Step 5	Completed Year 4	\$32.12	\$32.60	\$33.25	\$33.92

**NOTE: Cabin Crew Members, who as of the effective date of this Agreement, are at Step 1 will retain their prior rate of pay of \$27.36 until their anniversary date, at which time their rate of pay will increase to \$30.39. These Cabin Crew Members will maintain this \$30.39 rate of pay, and shall be eligible for any further rate of pay (ATB) increases, until they become eligible for the Step 4 rate of pay.**

**NOTE: Cabin Crew Members, who as of the effective date of this Agreement, were earning a prior rate of pay of \$30.39, will maintain this rate of pay, and shall be eligible for any further rate of pay (ATB) increases, until they become eligible for the Step 4 rate of pay. A Cabin Crew Member who, as of the effective date of this Agreement, is eligible for Step 4 or Step 5 based on completed years of Active service will immediately move to the applicable step.**

43-1.01 Except as otherwise stated in this Agreement, a Cabin Crew Member will not accrue Active service for pay progression purposes during any period(s) of Inactivity.

43-1.02 The Cabin Crew Member 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.

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

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

44-1.01 Cabin Crew Members 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 Crew Member's elected contributions pursuant to the WSP shall be limited to a maximum of ten percent (10%) of the Cabin Crew Member's eligible earnings. After five (5) years of continuous employment with the Company, the Cabin Crew Member's elected contributions pursuant to the WSP shall be limited to a maximum of fifteen percent (15%) of the Cabin Crew Member's eligible earnings.

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

4-2.01 Cabin Crew Members 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 Crew Members shall not have a lesser ability to participate than any other employee group.

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

44-3.01 Cabin Crew Members 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 Crew Members 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 Crew Member 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 Crew Member'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 Crew Member's base. The Cabin Crew Member 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 Crew Member 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 Crew Member the cost of those mandatory travel vaccinations. Mandatory travel vaccinations shall be those required for the Cabin Crew Members to travel to destinations serviced by the Company. This reimbursement shall be conditional upon the Cabin Crew Member's submission of a receipt for the vaccination costs.

### **45-3 INCIDENTALS**

45-3.01 If extenuating circumstances arise during a pairing, a Cabin Crew Member shall contact the Inflight On Call Manager, or such other Company designated representative, to request approval to be reimbursed for the purchase of 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 Crew Member'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 Crew Member's annual vacation allotment is as follows:

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

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

### **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 Crew Member receive less statutory holidays than any other Company employee group.

46-2.03 A Cabin Crew Member shall receive general holiday pay pursuant to the *Canada Labour Code*.

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

46-3.01 One (1) vacation Day will be credited at four (4) Credit Hours.

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

**NOTE: Effective no later than October 2022 for 2023 vacation bidding**

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

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

46-4.03 Cabin Crew Members must bid on vacation according to their base.

46-4.04 In October of each year, the Company shall post a notice indicating total vacation bidding weeks available for the following year. Bidding shall be open for a period of seven (7) Calendar Days following the notice.

46-4.05 Results of the first round will be published and sent to the Scheduling Review Committee within two (2) Business Days.

46-4.06 The Cabin Crew Member 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.

- 46-4.07 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.
- 46-4.08 Results from the second round will be published and sent to the Scheduling Review Committee within two (2) Business Days of the closing of the second round of vacation bidding.
- 46-4.09 The Cabin Crew Member 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.
- 46-4.10 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 Crew Member will be awarded only up to two (2) vacation weeks of their allotment provided they have entered sufficient preferences during the bid process. The next senior Cabin Crew Member will then be awarded up to two (2) vacation weeks in the same manner, until the least senior Cabin Crew member has gone through the process.
- 46-5.03 In the second wave of the first round, the most senior Cabin Crew Member will then be awarded their remaining vacation allotment provided the Cabin Crew Member has entered sufficient preferences during the bid process. The next senior Cabin Crew Members will then be awarded their remaining vacation allotment through the same process.
- 46-5.04 Cabin Crew Members 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 Crew Members have had their remaining vacation allotment awarded.
- 46-5.05 Cabin Crew Members 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 TRANSFER FOR BASE CHANGE**

- 46-6.01 In the event of a base change, the Cabin Crew Member's awarded vacation will transfer with them as they move to their new base unless such a transfer is not feasible due to operational requirements. In such an event, the Cabin Crew Member shall be contacted as soon as possible in order to reschedule any affected vacation. The dates chosen for the rescheduled vacation must be with the agreement of the Cabin Crew Member.

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

- 46-7.01 A Cabin Crew Member 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 Crew Member may request to trade a vacation week(s) with another Cabin Crew Member who is in the same base. Cabin Crew Members must submit a request to trade a vacation week(s) by email to the Crew Planning department no later than the 5<sup>th</sup> of the month prior to the monthly scheduling period in which the vacation block is scheduled.

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

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

46-9.02 Four (4) GDOs shall be granted to a Cabin Crew Member for each monthly scheduling period which contains a vacation block(s). For clarity, a Cabin Crew Member shall be granted a maximum of four (4) GDOs in any monthly scheduling period. Two (2) GDOs will be automatically placed on either side of each vacation block. Requests to move a GDO to the opposite end of the vacation block must be requested electronically to the Crew Planning department no later than the 5<sup>th</sup> of the month prior to the monthly scheduling period in which the vacation block is scheduled. These GDOs are unpaid, have no Credit Hours attached, and contribute to the regular number of scheduled Days Off in a month.

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

46-10.01 Except as otherwise provided in this Agreement, a Cabin Crew Member 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 accrued but not used, will have that vacation either reassigned as a new vacation period upon their return to duty or paid out to the Cabin Crew Member during the Company end of year reconciliation process. Reassigned vacation periods will only be scheduled in full five (5) Day blocks.

46-10.02A Cabin Crew Member 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 or through Company payroll deduction. In the event the Cabin Crew Member is terminated or resigns from their employment with the Company, the remaining balance of the vacation overage shall be deducted from their final pay deposit.

## **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 Crew Members 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 Nothing in 47-1.03 above precludes the Parties from discussing other measures to mitigate the need for layoffs.
- 47-1.05 Within seven (7) Calendar Days of the notice in 47-1.01 above 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.
- 47-1.06 If there is a layoff of Cabin Crew Members, layoffs will be by base, assigned in reverse order of seniority, starting with the Cabin Crew Member with the lowest seniority in the Affected Base subject to aircraft qualifications.
- 47-1.07 A Cabin Crew Member on layoff will be eligible for benefits in accordance with the terms and conditions of the Company benefit plan.
- 47-1.08 Upon layoff, a Cabin Crew Member's vacation will be reconciled. Cabin Crew Members will be paid out for any earned but not used vacation. A Cabin Crew Member who has used more vacation than they earned shall reimburse the overage through Company payroll deduction.

### **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 Crew Members, 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 Crew Members 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 Crew Members 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 periods in 47-1.01 and 47-3.01 above 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 Crew Member shall be placed on layoff status at their Affected Base or the Cabin Crew Member may elect to bump the most junior Cabin Crew Member on the Master Seniority List at another base provided the bumping Cabin Crew Member has the aircraft qualifications necessary to perform the required work.
- 47-4.02 A Cabin Crew Member who elects to bump a junior Cabin Crew Member 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 Crew Member.
- 47-4.03 A Cabin Crew Member who bumps another junior Cabin Crew Member 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 Crew Member notifies the Company in accordance with 47-4.02 above.
- 47-4.04 A Cabin Crew Member 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 Crew Member's expense.

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

- 47-5.01 If a vacancy arises at a base, Cabin Crew Members on layoff from the Affected Base will be recalled first, in order of seniority, provided the Cabin Crew Member has the 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 Crew Member shall be deemed to have received the Notice of Recall on the date the Company sends the email to the Cabin Crew Member. The email shall be formatted to ensure "delivery receipt".
- 47-5.03 A Cabin Crew Member 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 Crew Members 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 Crew Member 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 Crew Member 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 Crew Members on short notice and cannot provide the Cabin Crew Member with seven (7) Calendar Days to respond to the Notice of Recall as outlined in 47-5.04 above, the Cabin Crew Member will have forty-eight (48) hours from the date the email was sent to the Cabin Crew Member to respond to the Company. The email shall be formatted to ensure "delivery receipt". A Cabin Crew Member will not forfeit their recall rights if the Cabin Crew Member is unable to accept the short notice recall because the Cabin Crew Member is unable to report at the specified report date.
- 47-5.06 If a Cabin Crew Member accepts a Notice of Recall to their Affected Base as outlined in 47-5.05 above, the Cabin Crew Member must report to work by the specified date in the Notice of Recall which will be no earlier than seventy-two (72) hours following the time the Cabin Crew Member receives the Notice of Recall.
- 47-5.07 If a Cabin Crew Member is recalled to their Affected Base, they may decline a Notice of Recall and continue on layoff status provided there are more junior Cabin Crew Members at their

Affected Base in the same classification and with the same aircraft qualifications who remain on layoff. Once all junior Cabin Crew Members are recalled, the Cabin Crew Member must accept the recall to their Affected Base or they will be deemed to be no longer employed by the Company.

- 47-5.08 Except as outlined in 47-5.06 above, if a Cabin Crew Member accepts a Notice of Recall to their Affected Base, the Cabin Crew Member 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 Crew Member accepts the Notice of Recall, or the Cabin Crew Member will be deemed to be no longer employed by the Company.
- 47-5.09 If the recall list in a base has been exhausted and there is a remaining vacancy(ies) in that base, the Company shall offer recall to a Cabin Crew Member from a different base. If a Cabin Crew Member is recalled to another base other than their Affected Base, the Cabin Crew Member shall have the option to accept or decline the Notice of Recall. If a Cabin Crew Member accepts a Notice of Recall to another base, the Cabin Crew Member 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 Crew Member will be deemed to be no longer employed by the Company. A Cabin Crew Member who accepts a recall to another base shall be removed from the recall list. If the Cabin Crew Member declines a Notice of Recall to another base in writing to the Company, they shall remain on layoff status.
- 47-5.10 All relocation costs associated with voluntarily accepting a recall to another base as outlined in 47-5.09 above will be at the Cabin Crew Member's expense.
- 47-5.11 Cabin Crew Members 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.
- 47-5.12 A Cabin Crew Member whose qualifications have expired while on layoff shall be requalified at the Company's expense upon recall.
- 47-5.13 Upon recall, Cabin Crew Members will be awarded available vacation period(s) based on their projected vacation allotment for the remainder of the calendar year. Available vacation period(s) will be awarded in seniority order.

**Note: Awarding vacation based on seniority will be effective in alignment with the seniority vacation bidding timelines outlined in Article 46 - Vacation, Statutory Holidays and GDOs.**

## **ARTICLE 48 - RELOCATION**

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

48-1.01 The Company will only provide relocation assistance to Cabin Crew Member when the Company closes a base and the Cabin Crew Member is required by the Company to transfer to another base.

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

48-2.01 Eligible relocation will be paid by the Company provided the Cabin Crew Member physically and for all purposes relocates their Designated Primary Residence to the Cabin Crew Member'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 Crew Member 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 Crew Member will be assigned with a relocation services counselor for the full duration of the relocation. Eligible Cabin Crew Members 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), inclusive of all costs outlined in 48-4.02 to 48-4.07 below.

48-4.02 If a Cabin Crew Member owns their Designated Primary Residence, the Company shall reimburse the following costs associated with the sale of the residence and subsequent purchase of a residence at the Cabin Crew Member's new Designated Primary Residence (if applicable) up to a total maximum of thirty thousand dollars (\$30,000):

- a) Real estate commission fees;
- b) Legal and notary fees;
- c) Mortgage fees; and
- d) Land transfer taxes, if applicable

48-4.03 Eligible relocation expenses will be reimbursed only if the Cabin Crew Member 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.

48-4.04 If a Cabin Crew Member rents a Designated Primary Residence, the fees paid because of early termination of the lease on the Cabin Crew Member'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.

48-4.05 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 Crew Member shall be reimbursed in accordance with the automobile allowance rates as per the Canadian Revenue Agency.

48-4.06 The Company will pay to move up to fourteen thousand (14,000) pounds of the Cabin Crew Member'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.

48-4.07 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 Crew Member's personal Days Off and will not be blocked or paid time.

#### **48-5 TIME OFF FOR RELOCATION**

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

48-5.02 A Cabin Crew Member 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 Crew Members 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 Crew Member 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 Crew Member, 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 Crew Member, 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 Crew Member 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 Crew Member 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 Crew Member, their designated travel companion, and their eligible dependents for each completed year of continuous employment the Cabin Crew Member 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 Crew Member, 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 Crew Member, 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 Crew Member, legal counsel to defend the Cabin Crew Member 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 Crew Member occurring during their performance of any required duties in the service of the Company, provided the Cabin Crew Member had been acting within the course and scope of such duties. The Company will also protect and hold the Cabin Crew Member harmless from any judgment rendered against the Cabin Crew Member 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 Crew Member 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 Crew Member or which relate to or arise out of any willful misconduct or gross negligence on the part of the Cabin Crew Member.

## **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 the 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 Crew Member will be allowed one (1) agreement in either English or French. A Cabin Crew Member 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 fifty (50) additional copies of French and one hundred (100) 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 August 1, 2021 and shall continue in full force and effect until midnight on July 31, 2026.

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.

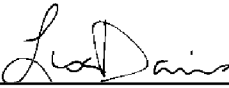


**LETTER OF UNDERSTANDING (LOU) No. 2 – TRANSITION TO A NEW BENEFITS PLAN**

During the current round of collective bargaining, the Company expressed to the Union the potential for a future request from the Company to meet with the Union to discuss a transition to a new benefits program. Should the Company request such a meeting, it shall provide (14) fourteen Calendar Days notice to the Union prior to the requested meeting date. The Parties agree to meet in good faith to determine if Cabin Crew Members will transition to a new benefits program.

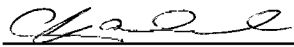
IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 2 this 9<sup>th</sup> day of June, 2021 at Calgary, AB.

FOR THE COMPANY



Lisa Davis  
VP and General Manager, WestJet Encore

FOR THE UNION



Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 3 – 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	Effective upon implementation of seniority-based scheduling
34-3	Monthly Scheduling Window	Upon ratification
34-4	Monthly Scheduling Periods	Upon ratification
34-5	Minimum Days Off	No later than three (3) months following the ratification 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	Duty Period Calculations	Upon ratification
34-9	Maximum Scheduled Duty Periods	Upon ratification
34-10	Extension of Duty Periods	First full monthly scheduling period following the ratification of this Agreement
34-11	Minimum Rest at Base	No later than three (3) months following the ratification of this Agreement
34-12	Minimum Rest Away from Base	No later than three (3) months following the ratification of this Agreement
34-13	Notification of a Delay at Base Prior to Pairing Report	No later than three (3) months following the ratification of this Agreement
34-14	Notification of a Delay Away from Base During a Layover	No later than three (3) months following the ratification of this Agreement
34-15	Reassignment	No later than three (3) months following the ratification of this Agreement
34-16	Notification of a Reassignment While on a Layover	No later than three (3) months following the ratification of this Agreement
34-17	Shift Trades	Second full monthly scheduling period following the ratification of this Agreement
34-18	Return to Duty Reserve	No later than three (3) months following the ratification of this Agreement
34-19	Return to Duty from Sick Leave	No later than three (3) months following the ratification of this Agreement
34-20	Return to Duty with Schedule Assigned	No later than three (3) months following the ratification of this Agreement
34-21	Return to Duty with No Schedule Assigned	No later than three (3) months following the ratification of this Agreement
34-22	Stand-up Duty Period	No later than three (3) months following the ratification of this Agreement
34-23	Company Open Time Pairings	First full monthly scheduling period following the ratification of this Agreement
34-24	Drafting	Effective the third full monthly scheduling period following the finalization of the Master Seniority List
34-25	Booking Off Fatigued	Upon ratification

34-26	Booking Off Mid-Pairing	Upon ratification
34-27	Turn Times of Flights During a Delay or IROP	Upon ratification
34-28	Crew Compliment	Upon ratification
34-29	Post Duty Period Ground Delays	Effective the first full monthly scheduling period which commences twelve (12) months following the ratification of this Agreement

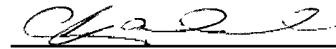
IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 3 this 14th day of July, 2021 at Calgary, AB.

FOR THE COMPANY



Lisa Davis  
VP and General Manager, WestJet Encore

FOR THE UNION



Chris Rauenbusch  
President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) No. 4 – 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: The MDPC shall be effective for the first full monthly scheduling period which commences three (3) months following the date of ratification of this Agreement. The Duty RIG and Trip RIG shall be 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	Per Diem	First full monthly scheduling period following the ratification of this Agreement.
41-9	Quality Check Flight Attendant (QCFA) Pay	First full monthly scheduling period following the ratification of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 4 this 14th day of July, 2021 at Calgary, AB.

FOR THE COMPANY



Lisa Davis

VP and General Manager, WestJet Encore

FOR THE UNION



Chris Rauenbusch

President, CUPE Local 4070

**LETTER OF UNDERSTANDING (LOU) NO. 5 – ONE TIME ONLY STANDBY TRAVEL PRIVILEGES  
EXTENSION: LAID OFF CABIN CREW MEMBERS**

As a limited, one-time exception due to the Covid-19 pandemic, the Company shall provide Cabin Crew Members on layoff with standby travel privileges until December 31, 2022. Until December 31, 2022, laid-off Cabin Crew Members 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 Crew Members 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 Crew Members, 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.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 5 this 14th day of July, 2021 at Calgary, AB.

FOR THE COMPANY



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Lisa Davis

VP and General Manager, WestJet Encore

FOR THE UNION



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Chris Rauenbusch

President, CUPE Local 4070

In accordance with 51-1.04, the Parties hereto have signed this finalized Collective Agreement this 13<sup>th</sup> day of October, 2021 at Calgary, AB.

FOR THE COMPANY

Leo Davis  
Gregory D. Co  
John  
Krammer  
Ed Lang  
Jim H.  
Robert  
RD  
AA

FOR THE UNION

Chase  
Constance  
Michelle  
Atty  
John  
Shantel Gailong  
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