



# Cabin Crew Collective Agreement

Between  
**Sunwing Airlines Inc.**  
&  
**Cabin Crew Members**  
represented by  
**CUPE Airline Division**  
**Local 4055**

Effective June 1<sup>st</sup>, 2016 to May 31<sup>st</sup>, 2021

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**ARTICLE 1. PREAMBLE**

This Collective Agreement is entered into between Sunwing Airlines Inc. (the “Company”) and the Cabin Crew Members (CCMs) employed by Sunwing Airlines Inc. as represented by the Canadian Union of Public Employees (CUPE - CANADA) also known as the “Union”, and describes the basic terms on which the Company employs CCMs. In addition to these terms, CCMs shall adhere to reasonable Company policies, directives and all applicable statutes and regulations.

**1.1 Objectives**

1.1.1 The Company and the Union expect that all CCMs share their recognition of the objective of promoting and maintaining safe air transportation, efficient and economic flight operations, while delivering the highest quality of customer service. Compliance with the terms herein and the development of a cooperative spirit among CCMs and between CCMs, the Union and the Company are essential for our collective benefit.

**1.2 Obligations**

1.2.1 For the period of this Collective Agreement, the Company and the Union undertake to comply fully with the procedures set out in this Collective Agreement and the Canada Labour Code with respect to the peaceful settlement of disputes. The Union undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out, all as defined in the Canada Labour Code, for the duration of this agreement. The Company will not practice any discrimination based on reasons that are prohibited under the Canadian Human Rights Act.

**1.3 Obligations of the Successor and Change in Operations**

1.3.1 In the event that the Company determines that it intends to sell, transfer or dispose of its business, in whole or part, within the meaning of Section 44 of the Canada Labour Code, it will inform the union and provide a name and contact information for the purchaser.

1.3.2 In the event that the Company makes a technological change within the meaning of Section 51 of the Canada Labour Code, it will provide notice with the nature of the change, the date of the change and identifying the affected employees. The parties will then meet to discuss training plans, displacement, wage rates and classification changes, if necessary.



#### 1.4 The Collective Agreement

- 1.4.1 Only written amendments to the Collective Agreement shall be valid. The parties acknowledge that any modification or Letter of Understanding must be duly signed by the President of the Union in compliance with the Constitution of the Union and the President of the Company or his designate.
- 1.4.2 All references to persons in the Collective Agreement designate both sexes, and whenever the masculine or feminine gender is used, it will apply to both male and female employees.
- 1.4.3 The costs of printing and translating the Collective Agreement shall be paid entirely by the Company.
- 1.4.4 The Collective Agreement will be available to CCMs in English or French. In the event the two (2) versions of the agreement are at variance, English will prevail.
- 1.4.5 With the exception of the Collective Agreement, all Company instructions and other communication addressed to a CCM shall be in English.

**ARTICLE 2. RECOGNITION AND MANAGEMENT RIGHTS**

- 2.1 The Company recognizes the Union as the sole bargaining agent for all CCMs in accordance with the Board Order No 10239-U date March 27, 2012.
  
- 2.2 The Company retains the exclusive control over all matters concerning the operation, management and administration of its business, and CCMs, except as may be restricted or altered by the terms and provisions of this Agreement.
  
- 2.3 Examples of the Company's rights shall include, but not be limited to, the following:
  - 2.3.1 Selecting, hiring, transferring, laying off and promoting CCMs, and demoting, disciplining, or discharging CCMs with just and reasonable cause (other than probationary CCMs, that can be discharged in accordance with Article 19), and to require CCMs to observe reasonable rules and regulations which may be promulgated by the Company, provided such rules are not inconsistent with the terms and provisions of this Agreement;
  - 2.3.2 Maintain order, discipline, and efficiency;
  - 2.3.3 Determine and change the service and business of the Company, and the schedules with respect to same;
  - 2.3.4 Determine and change the location where the Company's business is carried on;
  - 2.3.5 Determine and change the methods of carrying out the Company's business and service and;
  - 2.3.6 Determine reasonable standards for the performance of work.
  
- 2.4 Nothing in this Recognition and Management Rights sections limits the rights of a CCM from lodging grievances in accordance with the provisions of the Collective Agreement as per Article 21.

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**ARTICLE 3. UNION AFFAIRS****3.1 CCM Membership & Dues**

- 3.1.1 All CCMs by virtue of employment by Sunwing Airlines shall become and remain members of the Union and shall pay membership dues. The obligation to maintain membership in the Union is satisfied by payment of regular monthly membership dues.
- 3.1.2 The Company shall deduct from all CCMs regular monthly Union dues or the equivalent thereof.
- 3.1.3 The Union shall notify the Company in writing from time to time as may be required, of the amount of its regular monthly dues.
- 3.1.4 Deductions shall be made from CCMs pay each pay period and shall be remitted to the Union no later than fifteen (15) days following the end of the month in which the deductions were made. All paperwork will be given to CUPE Local 4055 Treasurer.
- 3.1.5 The Company shall provide to the Union when remitting Union dues, a list identifying for whom dues have been deducted and remitted and the amount of dues deducted and remitted for each CCM. The Company shall also identify those CCMs whose employment has ceased during the period. When a new CCM is placed on the list for the first time, the Company will include the address of the new CCM. The list shall also contain the names of CCMs for whom no deductions were made.
- 3.1.6 Where an error occurs in the amount of any deduction of dues from a CCM's wages, the Company shall adjust it directly with the CCM. In the event of any mistake by the Company in the amount of remittance to the Union, the Company shall adjust the amount in a subsequent remittance.
- 3.1.7 The Union agrees to indemnify and save harmless the Company against any claims of liability arising or resulting from the operation of Section 3.1.

### 3.2 Executives of the Union

- 3.2.1 The Company recognizes the Executive of the Union, comprised of the President, Vice-Presidents, Recording Secretary and Treasurer as duly elected representatives of the Union.
- 3.2.2 The Executive of the Union may establish committees at its discretion, however, only members recognized in the paragraph above, or Chairperson of the respective Committees, shall communicate with the Company on Union business. Individual CCM may communicate with the appropriate Company personnel at any time, with regards to matters of a personal and /or singular nature.
- 3.2.3 The Company recognizes the role of the Union's representatives with respect to Union activities. The representatives shall be duly identified by the Union, with written notification to the Company. In addition, the Union shall advise the Company, in writing, of any change in its representation, including the addition or withdrawal of Representatives.
- 3.2.4 The Union may post notices upon Union designated bulletin boards wherever Union Members are based. Such notices will contain Union related matters. The Union understands the requirements to conduct its affairs in a professional and business-like manner.
- 3.2.5 The Union will be allotted one (1) hour with the new hires during training. The Union understands the requirements to conduct its affairs in a professional and business-like manner.

### 3.3 Union Time Bank

- 3.3.1 On January 1<sup>st</sup> of each year, the Company shall grant the Union fifteen hundred (1500) time bank credit hours per calendar year. Unused time bank credits can be carried forward to the following year for the duration of this contract. Upon completion of this contract, the unused time bank credits may be used for the purpose of negotiating the following agreement.
- 3.3.2 If the Union requests a travel day(s) before and/or after an office day, a CUPE day can be blocked with no credit value. If, because of scheduling of CUPE days, the employee's total hours for the month are below the Minimum Monthly Guarantee the difference will be covered by the CUPE bank of hours.

All Union business will be withdrawn from the time bank which shall include but not be limited to:

- Credit for meetings called by the Company
- Credit for meetings called by the Union
- Credit for work conducted by any Committee

- 3.3.3 The time bank may be used by the Union Executive and their designate representatives. The time bank shall be administered by the Union Executive. Where time bank credits are being used for the time of the Union President the rate for the credits will be the maximum CSM rate.
- 3.3.4 Time bank credits shall be assigned at the discretion of the Union. Time bank credits shall be identified as “CUPE” on a Union Executive or designated representatives’ monthly schedule.
- 3.3.5 In the event the time bank is exhausted prior to the end of a calendar year, the Union shall be responsible for all additional time bank credit hours.
- 3.3.6 The Union Executive will provide the Company with an audit of the time bank at the end of each year.
- 3.4 Information Access
- 3.4.1 The Union will be copied on all letters of discipline for any member within the bargaining unit.
- 3.4.2 Upon request, the Union will be provided a list of all contact information for existing CCMs.
- 3.5 Union Leave
- 3.5.1 The Company will permit a CCM who is hired by CUPE National to take a leave of absence without pay for a period up to three years.
- 3.5.2 A CCM on a leave of absence in order to work for CUPE National will retain and accrue his seniority and service with Sunwing Airlines.
- 3.5.3 A CCM on a leave of absence in order to work for CUPE National will retain his flight privileges with Sunwing Airlines.
- 3.5.4 A CCM will be required to pay both the employer and employee portion of the premiums paid to maintain Health & Dental Benefits while on a leave and working for CUPE National in accordance with 11.3.1 On a case by case basis, a CCM may request to negotiate an extension to the maximum time limitations outlined in 11.3.1.
- 3.6 Union Credits
- 3.6.1 The credits associated with days spent in bargaining for the purpose of contract negotiations will be shared equally between the Company and the Union. The Company’s contribution will be limited to twenty (20) days of bargaining at two (2) credit hours per day and will be restricted to four (4) Bargaining Committee Members. The credits paid by the Company will be in addition to the time bank.

3.6.2 Except as provided for in Union Time Bank, the Union will bear the cost of all “actual time” lost by CCMs and Union Representatives while participating in activities authorized by the Union. This will include but is not limited to:

- Union Conventions;
- Executive meetings;
- Meetings to discuss internal Union business

3.6.3 The Union will provide reasonable notice that shall not be later than the bid period for the month where the activity takes place. The time off will not be refused unreasonably.

3.6.4 The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost.

### 3.7 Union Release Days

3.7.1 For each CUPE day released, the day will be scheduled as follows:

- CUPC – AM – eight (8) hours commencing at 0300 and ending at 1100 local time
- CUPE – PM – eight (8) hours commencing at 1900 and ending at 0300 local time
- CUPE – DAY – eight (8) hours commencing at 0900 and ending at 1700 local time

**ARTICLE 4. DEFINITIONS****4.1 Agreement**

The contract in effect, including Letters of Understanding signed by authorized Company Management and CUPE.

**4.2 Airport Reserve**

A duty where a CCM who is required to report to work (for possible) flight assignments) in order to protect the operation.

**4.3 Anniversary Date**

The date on which a Flight Attendant has completed a cumulative year of service based on his Initial Hire Date. In a case where a CCM is upgraded to a CSM, he will have two anniversary dates. His CSM Anniversary Date will be the date on which he has completed a cumulative year of service in this classification. It is understood that time served in the CSM classification also contributes to his time served in the Flight Attendant classification.

**4.4 Arbitration**

A dispute resolution process involving neutral third party.

**4.5 Assigned Base**

A Base to which a CCM is assigned.

**4.6 Assignment**

The position held by a CCM in regards to base, classification, language and other qualifications. A change in any or all of the preceding shall constitute a change in assignment.

**4.7 Base**

A geographical area designated by the Company as a base of operation.

**4.8 Bid Period**

The period that is available for a CCM to submit his bid.

**4.9 Block**

A series of Pairings, Non-Flight Duties, Reserve days and Time Off awards that have been assigned to a CCM in a given monthly period.

**4.10 Block Disruption**

An assignment that, if awarded, would result in Collective Agreement or a regulatory violation of a previously awarded or scheduled pairing or assignment.



**4.11 Block Time / Flight Time**

The period of time starting from push back at the beginning of a flight to the setting of the parking brake and/or chocking of the wheels at the end of the flight. If the aircraft does not require push back then the Block Time starts when the Flight Crew is given clearance to start engines. For the purpose of pay, if the push back is delayed, the Captain may make note of the delay on the Captain's Flight Report and the Crew Members will be paid according to the requested push back time.

**4.12 Book Off**

A withdrawal of a CCM from Duty. A CCM will remain on book off status until he books back on.

**4.13 Bumping**

The right of a CCM who is subject to layoff to displace a more junior CCM at another base.

**4.14 Business Day**

Defined as Monday to Friday excluding weekend and Statutory Holidays.

**4.15 CCM**

Either a Cabin Safety Manager (CSM) or a Flight Attendant (FA).

**4.16 Company**

Sunwing Airlines Inc.

**4.17 Crew Rest**

A period of uninterrupted time that follows a Duty Period.

**4.18 CSM**

Cabin Safety Managers.

**4.19 CSM Seniority List**

The list of CSMs in order of their CSM Seniority ranking.

**4.20 CSM Seniority Number**

The CSM Seniority ranking.

**4.21 Date of Hire**

The day the CCM commences his first day of Initial Training Class and only applies upon successful completions of his Initial Training and Line Indoctrination.

**4.22 Day**

A twenty-four (24) hour period commencing at 0300L and terminating at 0259L.

**4.23 De-Brief**

A meeting requested by the CSM or any other member of the crew following a flight.

**4.24 Draft**

The mandatory assignment of any duty to a CCM that is not on his awarded Block and excludes reassignment, Reserve Duty call out and Open Flying or Available Flying.

**4.25 Duty Period**

The elapsed time during which a CCM is continuously on duty from schedule Report Time (or actual reporting time, whichever is later) until time released from duty and which is not broken by a minimum rest period.

**4.26 Ferry Flight**

A non-commercial flight on an aircraft that is capable of safe flight to a base where necessary maintenance can be performed.

**4.27 Flex Day**

A twenty-four (24) hour period of time commencing at 0300L where a Reserve Block holder is not scheduled for duty but may be called to operate a pairing. If a CCM operates on a Flex Day(s), it will be replaced in the same Block Month. In cases where it cannot be replaced in the same Block Month, it will be scheduled no later than the following Block Month.

**4.28 Flight Duty Time/Flight Duty Period**

The time during which a CCM operates in an aircraft as a member of the crew. It commences at the required Report Time at the beginning of the Duty Period and finishes fifteen (15) minutes after the final flight in the Duty Period.

**4.29 Grey Day**

The period of time from 0300L to 0259L at his base during which a CCM is not scheduled for any of the following:

- Flight Duty
- Vacation
- Reserve Duty
- Any other form of work for the Company
- GDO
- Training
- Meetings
- Flex Day

**4.30 Grievance**

A difference between the Union and the Company that concerns the interpretation, application, administration or alleged violation of this Agreement, or concerning discipline, suspension or discharge.

#### 4.31 Guaranteed Day Off (GDO)

The period of time from 0300L to 0259L at his base which a CCM is not scheduled for any of the following:

- Flight Duty
- Vacation
- Reserve Duty
- Meetings
- Grey Day
- Training
- Flex Days
- Any other form of work for the Company

#### 4.32 Home Base

The CCM's base of operation.

#### 4.33 Language Qualified

A CCM who has been designated by the Company as having a language qualification that the Company requires and is therefore subject to assignment of specific routes.

#### 4.34 Layoff

The loss of employment due to a reduction in force, the Company's internal reorganization or economic conditions.

#### 4.35 Layover

The time a CCM spends away from Home Base and is not considered on duty.

#### 4.36 Master Seniority List

The list of CCMs in order of their Master Seniority Number.

#### 4.37 Master Seniority Number

The Cabin Crew seniority ranking.

#### 4.38 Mini Block

A block with a Minimum Monthly Guarantee of forty (40) credit hours.

#### 4.39 Minimum Monthly Guarantee

The minimum number of hours that a CCM will be paid in a Block Period.

#### 4.40 Minimum Rest Period

The minimum number of hours free from all Company duty.

#### 4.41 Mixed Block

A block that consists of Reserve and/or Flight Duties.

**4.42 Month**

A complete calendar month commencing at 0300L on the first day of the month, except for the months of January, February and March, which shall be divided into three monthly periods of 01 January to 30 January inclusive, 31 January to 01 March inclusive and 02 March to 31 March inclusive.

**4.43 Non-Flying Duty**

Any duty other than Flight Duty.

**4.44 Open Flying**

A Pairing that has not been assigned during the Block Awards or a Pairing that becomes available during the Block Period.

**4.45 Overtime**

Considered the time in excess of ninety (90) credit hours on a CCM's Block that is subject to payment of time and a half.

**4.46 Pairing**

A pre-arranged combination of one or more Duty Periods and/or Reserve Days.

**4.47 Per Diem**

A payment to CCM to cover living expenses while on a Pairing where no meal is provided and/or while deadheading on flights other than Sunwing Airlines aircraft.

**4.48 Positioning Flight**

Any flight where a Sunwing aircraft is operating for non-commercial reasons, whether for the purpose of positioning to begin flying from another city, delivery of aircraft from aircraft manufacturer or similar situations.

**4.49 Probation Period**

The period commencing the day after Line Indoctrination flight until the completion of one hundred and eighty (180) cumulative days of active duty.

**4.50 Probationary CCM**

A CCM who has not yet completed his probation.

**4.51 Prorated**

A portion of the whole entitlement to which a CCM is entitled.

**4.52 Re-assignable**

A CCM who is eligible for reassignment due to removal from a duty from his assigned Block.

**4.53 Red Eye Flight**

Means a Duty Period that is scheduled to operate through 0300 hours local to the airport at which the Duty Period began.

**4.54 Report Time**

The time designated by the Company for the CCM to report for Duty.

**4.55 Reserve Block**

A pre-built schedule consisting of Reserve Duty, Flex Days, and GDOs.

**4.56 Reserve Duty**

A time period where a CCM so assigned must be available for Duty.

**4.57 Seasonal Base**

A base that is not open year round.

**4.58 Sick Bank**

A bank of time which is applied to protect CCM's earnings in the event of sickness or injury.

**4.59 Split Flight Duty Time**

A Duty Period that includes a rest period (but not Minimum Rest) between Flight Duty Periods.

**4.60 Suitable Accommodation**

A single-occupancy room that is subject to minimal level of noise, is well ventilated and has facilities to control the levels of temperature and light, or where such a room is not available, an accommodation that is suitable for the site and season, is subject to minimal level of noise and provides adequate personal security and protection from the elements.

**4.61 Time Away From Base (TAFB)**

The period of time commencing at departure from Home Base until arrival back to Home Base.

**4.62 Union**

CUPE Airline Division Local 4055.

**4.63 Vacancy**

Unfilled position as determined by the Company.

**ARTICLE 5. CCM SENIORITY****5.1 Master Seniority**

- 5.1.1 The Company will maintain and publish a Master Seniority List at least twice a year (on January 1<sup>st</sup> and June 1<sup>st</sup>) to include any additions, deletions or changes. A copy of the most recent list will be posted within seven (7) days of the respective dates above.
- 5.1.2 Each CCM hired by the Company will be assigned a Master Seniority Number based on:
- a) The date that his Initial Training class commenced and
  - b) His class standing as determined by the grade achieved during Initial Training.
  - c) Where (a) and (b) are equal, a draw will determine his relative seniority ranking.
- 5.1.3 The Company will inform the Union if a seniority draw will be taking place in order for a Union representative to be present.
- 5.1.4 Each CCM will be added to the Master Seniority List in order of his Master Seniority Number. For clarification, a Master Seniority Number will only be issued to those who successfully complete Initial Training as determined by the Company.
- 5.1.5 Subject to operational requirements including language, classification and other qualification requirements, Master Seniority at a base will govern all Cabin Crew in cases of layoff and recall to employment.
- 5.1.6 A CCM who resigns from the Company will forfeit his rights to all articles of this Collective Agreement.
- 5.1.7 A CCM returning from leave of absence, medical leave or a layoff of not more than three (3) consecutive years will be able to return to the line to the status his seniority will allow him to hold. If a CCM does not return to active status within three (3) consecutive years of absence from the Company (due to a leave of absence, medical leave or layoff), his name will be removed from the seniority lists and will be considered as having terminated the service.

## 5.2 Cabin Safety Manager (CSM) Seniority

- 5.2.1 The Company will maintain and publish a CSM Seniority List at least twice a year (on January 1<sup>st</sup> and June 1<sup>st</sup>) to include any additions, deletions or changes. A copy of the most recent list will be posted within seven (7) days of the respective dates above.
- 5.2.2 A CSM will be added to the CSM Seniority List once he has completed the Initial CSM Training program. If the Company is upgrading at bases in anticipation for its needs for an upcoming season and the CSM Initial Training Program is not held on the same date at each base, it is understood that the CSMs will be moved onto the CSM Seniority List in order of Master Seniority.
- 5.2.3 The CSM Seniority List will be used in cases of downgrades due to a reduction in the required number of CSMs.
- 5.2.4 A CSM will progress in pay based on cumulative time operating in the role of CSM.
- 5.2.5 A CSM returning from a leave of absence, medical leave or a layoff of not more than three (3) consecutive years will be able to return to the line to the status his CSM seniority will allow him to hold. If a CSM does not return to active status within three (3) consecutive years of absence from the Company (due to a leave of absence, medical leave or layoff), his name will be removed from the seniority lists and will be considered as having terminated the service.

## 5.3 Vacation Bidding

In order to determine if a CCM is bidding as a CSM or a Flight Attendant the following rule will apply:

- 5.3.1 **Year Round Base:** The Company will calculate the number of months the CCM has served as a CSM during the vacation accrual period of May 1<sup>st</sup> of one year to March 1<sup>st</sup> of the following year. If a CCM has operated for six (6) months as CSM during this period then he will bid for vacation as CSM.
- 5.3.2 **Seasonal Base:** The Company will determine based on the number of months served as a CSM during the vacation accrual period of May 1<sup>st</sup> of one year to March 1<sup>st</sup> of the following year. If a CCM has operated for half of this time as a CSM then he will bid for vacation as a CSM.
- 5.3.3 **Seasonal CCM that has bumped into another Base:** The Company will determine classification based on 5.3.2.

#### 5.4 InFlight Management

- 5.4.1 A CCM who take a position outside the bargaining unit may hold their CCM seniority for a period of six (6) months provided that they continue to pay union dues. Once the six month term has expired, he will return to the Line or forfeit his seniority number. In a seasonal base, this term may be extended an additional thirty (30) days providing the base ceases operation within this period. A CCM who elects to move to a position outside the Bargaining Unit will only be allowed to do so once during their career before forfeiting their seniority.
- 5.4.2 It is understood that if he elects to return to his position as a CCM, he will be permitted to return to his Master Seniority even if it involves bumping a more junior CCM. If his Master Seniority is not active then he will be laid off as a CCM.
- 5.4.3 Every new position must be posted with job descriptions and qualifications required for every CCM to apply. Each CCM will be evaluated through the interview process and awarding will be based on skill, ability, qualifications and experience. In cases where all of the above are equal, seniority will govern the award.



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**ARTICLE 6. MINI BLOCK**

Mini Blocks may be used in an effort to reduce the number of layoffs at a base.

**6.1 Mini Block Defined**

- 6.1.1 A Mini Block is a block where a CCM holds a Minimum Monthly Guarantee of forty (40) credit hours.
- 6.1.2 Mini Blocks will be awarded by base, in order of Master Seniority subject to classification, language and other qualification requirements.
- 6.1.3 Mini Block holders will hold such status for one (1) month at a time.
- 6.1.4 The Company will determine the number of Mini Blocks, if any, that will be made available.
- 6.1.5 The vacation entitlement for Mini Block Holders will be valued in the same manner as for full time CCMs for blocking/planning purposes.
- 6.1.6 A CCM's paid vacation entitlement will be reduced accordingly to reflect the reduction in earnings in the vacation year that the Mini Block(s) were taken.
- 6.1.7 A Mini Block holder will not exceed fifty (50) credit hours.

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**ARTICLE 7. UNIFORMS**

**7.1 Uniform Complement**

7.1.1 A CCM will receive an Initial Uniform Package at the completion of the Initial Training Program.

7.1.2 The Initial Uniform Package will provide a standard number of items for both Male and Female CCMs. Female CCMs will also be permitted to make a selection of components to complete their package.

Standard Package:

QTY	FEMALE		QTY	MALE
1	Winter Coat		1	Winter Coat
1	Roller Board		1	Roller Board
1	Tote Bag		1	Tote Bag
1	Lunch Box		1	Lunch Box
2	Scarves		2	Tie
2	Apron		2	Serving Vest
1	Lanyard		1	Lanyard
1	Oven Gloves		1	Oven Gloves
1	Name Tag		1	Name Tag
1	Wings		1	Wings
1	Cardigan		1	Cardigan
1	Winter Scarf		1	Winter Scarf
1	Choice of Garment Package		2	Jackets
			2	Trousers
			3	Shirts

Female Garment Packages

Package A	Package B	Package C	Package D	Package E	Package F
2 Jackets	2 Jackets	2 Jackets	2 Jackets	2 Jackets	2 Jackets
1 Pant	2 Pants	2 Dresses	1 Dress	1 Dress	2 Skirts
1 Skirt	3 Blouses		1 Skirt	1 Pant	3 Blouses
3 Blouses			2 Blouses	2 Blouses	

- 7.1.3 Once the CCM has completed his Probationary Period, they will receive a deposit of points into their uniform account in order to purchase additional uniform pieces. A female CCM will receive a deposit of thirty seven (37) points and a male CCM will receive a deposit of twenty six (26) points.
- 7.1.4 The CCMs will be responsible to pay for 50% of the cost of their initial uniform allotment up to a maximum of \$500.
- 7.1.5 Payment for the initial uniform will be made by a payroll deduction of \$25 per month. This payment will commence the Block Month following their graduation date.
- 7.1.6 Following the completion of two (2) cumulative years of active service, a CCM will receive a deposit of 240points into their uniform account in order to replace their uniform pieces. Note that this deposit does not include the winter coat as it is issued after the completion of three (3) winter seasons. Prior to the start of the fourth winter season, they will receive the points into their account in order to purchase the coat.

**7.1.7 POINT CHART**

	Female	Male
Winter Coat	42	42
Jacket	36	44
Men’s Shirt		4
Men’s Trousers		14
Men’s Serving Vest		11
Ladies Pants	16	
Ladies Blouse	7 (8 – Long Sleeve)	
Ladies Skirt	11	
Ladies Dress	20	
Scarf	4	
Tie		3
Apron	3	3
Cardigan	9	9
Name Tag	2	2
Wings	2	2
Lunch Bag	3	3
Oven Gloves	2	2
Carry on Tote	17	17
Rollerboard	19	19
Sunwing Lanyard	1	1
Winter Scarf	3	3

- 7.1.8 Uniforms must be maintained according to standards described by the Company.
- 7.1.9 It is the responsibility of the CCM to ensure that their uniform is in good condition and they must use their credits when required to replace pieces. If an employee does not have sufficient points to purchase an item then they must purchase points. Purchasing of points will be administered by payroll deduction.
- 7.1.10 A CCM is permitted to wear a CUPE pin and/or lanyard with their uniform.

## 7.2 Loss / Theft of Luggage

- 7.2.1 If a CCM's luggage is lost or damaged while on duty for the company the CCM is responsible for filing a Lost and Damaged Luggage Report with the carrier at the time of occurrence. If the lost luggage is not recovered the CCM will receive compensation in accordance with the terms of the Lost Luggage Policy of the carrier involved. Reimbursement for damage will be in accordance with the carrier's policy.
- 7.2.2 In the event of a temporary loss of his luggage while away from his Home Base, the CCM will be granted an allowance of \$75.00 effective immediately at the time of his arrival at the hotel without his luggage and an additional \$75.00 for each subsequent period of twenty-four (24) hours, up to a maximum of \$250.00, in order to purchase only those necessities that would not otherwise be expected to be in his carry-on luggage. The CCM shall submit all receipts upon return to their Home Base.

## 7.3 Uniform Replacement

- 7.3.1 The Company will not be held liable for the replacement of uniform pieces that have been damaged or soiled as a result of negligence on the part of CCM. Negligence includes laundering a uniform piece when the item should be dry cleaned.
- 7.3.2 Uniforms requiring replacement prior to their scheduled replacement or extra pieces of uniforms are ordered by and paid for one hundred percent (100%) by the CCM including buying used items at a set corporate cost.
- 7.3.3 Uniform pieces that have been damaged during duty shall be replaced by the Company free of charge to the CCM. The CSM will note the damage on the flight report and the CCM must turn the garment into the InFlight Supervisor.
- 7.3.4 In the event the Company decides to introduce a new uniform, the cost of the new uniform will be borne by the Company.

## 7.4 Return of Uniform Pieces

- 7.4.1 Uniform pieces must be returned in clean condition with dry clean receipt attached and contained in a dry cleaning bag.
- 7.4.2 A CCM who leaves the Company may keep their luggage if they have completed six (6) months of cumulative service.
- 7.4.3 CCM who is on layoff status must return all Sunwing Airlines items to the Company for storage and re-use upon recall.

**7.5 Uniform Allowance**

- 7.5.1 The Company will pay CCMs a monthly allowance of \$85.00 to cover all dry cleaning, alterations, footwear, winter scarf and gloves and all other service related items.
- 7.5.2 In order to receive the \$85.00 payment, a CCM must be active in excess of ten (10) days in a Block Period.

**7.6 Uniform Committee**

- 7.6.1 Should the Company elect to make changes to the uniform or introduce a new issue uniform; the VP InFlight Operations will consult with the Uniform Committee on such changes.
- 7.6.2 The Company will meet with the Uniform Committee once a year, or, as required by either party, to discuss any uniform related issues.

**7.7 Maternity Uniform**

- 7.7.1 The Company will provide a CCM with two Maternity attire as may be required. These outfits will be provided to the CCM for the duration of the time she is working prior to her Maternity Leave.
- 7.7.2 Prior to the commencement of her Maternity Leave, the CCM must return these outfits to her Base Supervisor. The CCM must dry clean these outfits prior to returning them back to the Company.



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**ARTICLE 8. VACATION AND STATUTORY HOLIDAYS****8.1 Vacation Entitlement**

8.1.1 A CCM's vacation entitlement in a vacation year is equivalent to his vacation days and Statutory Holidays earned in the previous vacation year in accordance with Section 8.3 and 8.4.

8.1.2 Vacation entitlement must be taken in the vacation year.

8.1.3 Vacation carry over must be agreed to, in writing, between the CCM and InFlight Management. If agreed to, a CCM will be entitled to bid for this additional time during the Vacation Bid process. If vacation has already been awarded for the following year, he may request:

- To take it in any available vacation slot
- A time slot that his seniority would have held if he was permitted to bid for this vacation. In this case, the additional slot will be opened for this CCM.

- 8.1.4 In circumstances where the CCM's vacation pay calculated in accordance with Company Policy for the period of May 1<sup>st</sup> through April 30<sup>th</sup> is less than that amount of vacation pay necessary to cover his vacation days in the current vacation year, his paid vacation days will be reduced accordingly (however, his vacation entitlement will not be reduced).
- 8.1.5 A CCM who is laid off will receive his vacation pay at time of layoff. This CCM will still be entitled to "unpaid" vacation time if requested. The CCM will also have the option to waive unpaid vacation time.
- 8.1.6 A CCM who takes a Personal Leave of Absence (PLOA) from the Company in excess of thirty-one (31) days will be paid out all vacation earnings to date. If the CCM is holding scheduled vacation time after the PLOA, he must inform the Company if he would like to hold this time as "unpaid time" or if he would like to waive this unpaid time. If he would like to hold this unpaid time then he is required to send an email to the Crew Planning Department within ten (10) days of the first day of the PLOA. The Crew Planning Department is required to send an email to the CCM to confirm receipt. If Crew Planning does not receive an email requesting to hold this unpaid time, the scheduled unpaid vacation will be removed.
- 8.1.7 If a CCM has been awarded vacation and will be on Maternity/Paternity Leave during that time period, they will have the option to move their vacation period to the period immediately preceding their Maternity/Paternity Leave. The CCM may also have their vacation scheduled after the Maternity/Paternity Leave, however, it is understood that all vacation monies owing will be paid out at the time they commence the Maternity/Paternity Leave and the vacation time will then be scheduled as unpaid.
- 8.1.8 If, during the vacation period, the CCM suffers from an illness or injury requiring unscheduled hospitalization for a period of two (2) days or more and is approved for Short Term Disability, he may defer his incomplete vacation period to the end of his disability period or to a time not chosen by another CCM.
- 8.1.9 The Company cannot alter a CCM's vacation without the CCM's agreement. The request by the Company to alter vacation shall be copied to the Union in writing.

## 8.2 Vacation Year

8.2.1 The vacation year shall commence May 1<sup>st</sup> in one year, and terminate on April 30<sup>th</sup> of the following year.

8.2.2 Vacation entitlement in the previous vacation year will be taken in the subsequent vacation year.

## 8.3 Statutory Holidays

8.3.1 Nine (9) Statutory Holidays will be allowed per year. The nine (9) Statutory Holidays recognized by the Company are;

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

8.3.2 In order to be entitled to a Statutory Holiday, a CCM must be available for work for fifteen (15) or more days during the thirty (30) day period immediately preceding the Statutory Holiday.

**8.4 Vacation Days**

8.4.1 CCMs are entitled to a set number of Vacation Days per calendar year between May 1<sup>st</sup> through April 30<sup>th</sup> and will accumulate these days for each month of their employment during a calendar based on length of service as follows:

<b>Completed Years of Service</b>	<b>Earned at a Rate of Days/Months of Service</b>	<b>Vacation Days Accrued</b>	<b>Vacation to be Taken</b>
0 Years but less than 1 Year	0.83 days per month	Up to 10 days	Prorated vacation to commence May 1 <sup>st</sup> of the following year and terminate on April 30 <sup>th</sup> of the following year.
1 Year but less than 4 Years	0.83 days per month	10 days	Vacation to commence May 1 <sup>st</sup> of the following year and terminate on April 30 <sup>th</sup> of the following year.
4 Years but less than 10 Years	1.25 days per month	15 days	Vacation to commence May 1 <sup>st</sup> of the following year and terminate on April 30 <sup>th</sup> of the following year.
10 Years and over	1.67 days per months	20 days	Vacation to commence May 1 <sup>st</sup> of the following year and terminate on April 30 <sup>th</sup> of the following year.

For example:

A CCM in his first year of service works from October 1<sup>st</sup> – April 30<sup>th</sup>. In the following vacation year, this CCM will be entitled to **six (6) vacation days** (7 months x 0.83 days) plus **five (5) Statutory Holidays** (Remembrance Day, Christmas Day, Boxing Day, New Year’s Day, Good Friday) = **11 Vacation Days**.

Note: in the event that the Company, or any other Bargaining Unit within Sunwing Airlines increases the amount of vacation days, this will supersede and replace the current allotment of days within this article.

**8.5 CCM Total Vacation Pay Entitlement for Termination or Layoff**

8.5.1 A CCM's total vacation pay entitlement for vacation days in a vacation year will be equivalent to the applicable percentage set out below multiplied by his credit hour earnings in the vacation year.

Years of Service	Vacation Pay Percentage of Earnings in the Vacation Year
Less than four (4) complete years of service	4%
Four (4) complete years of service up to ten (10) complete years of service	6%
More than ten (10) complete years of service	8%

8.5.2 By February 28<sup>th</sup> of every year, the Company will reconcile the vacation pay for every CCM. In the event a CCM has accrued more vacation pay than what is required to cover their vacation entitlement, he shall be paid the additional amount owing.

**8.6 Paid Vacation Credits**

8.6.1 A CCM will receive vacation pay for each paid vacation entitlement day as follows:

- 4 credit hours x CCM's current rate of pay per paid vacation entitlement day.
- GDO's will not be prorated and do not have credit value

8.6.2 CCM vacation pay will be paid at their classification status at the time of their vacation period.

**8.7 Vacation Periods**

8.7.1 A vacation week will consist of five (5) vacation entitlement days with two (2) Vacation Guaranteed Days Off (VGDOs) assigned before and after the five (5) vacation days. VGDOs cannot be moved but may be waived as per Section 8.12. Should the CCM elect to have VGDOs, they will take precedence over the bid of a CCM bidding regular Guaranteed Days Off (GDOs).

8.7.2 Vacation periods must be taken in blocks of five (5) days except when a CCM has an annual entitlement that is not evenly divisible by five (5). In that case, one block will be for the remainder of days outstanding. One (1) VGDO will be assigned before and after these remaining vacation days.

**8.7.3 Vacation Week:**

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9
VGDO	VGDO	VAC	VAC	VAC	VAC	VAC	VGDO	VGDO

**8.7.4 Remaining Vacation Days:**

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
VGDO	VAC	VAC	VAC	VAC	VGDO

**8.8 Vacation Slots**

8.8.1 The Company reserves the right to limit Vacation availability in any period based on operational requirements.

8.8.2 In order to protect the operation, the Company reserves the right to limit the number of CCMs in a particular vacation slot with a particular classification or holding a qualification.

8.8.3 The Company will meet with the Union to discuss the planning of vacation slots prior to the Vacation Bid Package being issued.

## 8.9 Vacation Bids

- 8.9.1 Vacation will be bid by base and in order of seniority for each classification (FA or CSM) and in accordance with Article 5.3. Each vacation slot available will indicate the number of CSMs and FAs that are able to bid for such slot. Other restrictions may be indicated for Cabin Crew holding an instructor, recruiter, language or other qualification or designations.
- 8.9.2 The Company will, by March 1<sup>st</sup> of each year, distribute Vacation Bid Packages by base for the following vacation year. The Company will give prior notice of delay to the Union if any unusual circumstances occur.
- 8.9.3 In order to determine if a CCM is bidding as a CSM or FA, please refer to Article 5.3.
- 8.9.4 Vacations Bid Packages will contain the following information:
- Number of vacation slots available for each week of the vacation year
  - The CCM's name and classification (CSM or Flight Attendant)
  - The number of vacation entitlement days to which the CCM is entitled.
  - The number of slots available for CSMs, FAs, instructors, language qualified and other designations with restrictions during each available slot.
- 8.9.5 The CCM will, by the fifteenth (15<sup>th</sup>) day of March, submit his Vacation Bid.
- 8.9.6 Each CCM must submit vacation bids with a sufficient number of choices of vacation slots. If he does not submit a sufficient number of choices, he will be assigned a vacation in an available vacation slot.
- 8.9.7 If two (2) CCMs in the same classification wish to bid for their vacation slots together, they must indicate this on their vacation bid. The seniority ranking in the classification of the most junior CCM will govern the award, even if the CCMs are ultimately awarded separate vacations. If a joint award cannot be made, individual awards, in accordance with each CCM's Vacation Bid, will be made on the basis of those vacation allotment weeks that remain.



## 8.10 Vacation Awards

- 8.10.1 Vacation bids will be awarded by base and in order of seniority for each classification (FA or CSM) and in accordance with Article 5.3 and are subject to restrictions due to language, instructor and other qualification requirements.
- 8.10.2 If a vacation slot becomes available after the awards, it will be posted by the Crew Planning Department. A timeframe will be provided to CCMs who would like to bid to switch their awarded time into this slot. The vacation will be awarded at the base in order of seniority subject to any restrictions during this time slot (classification, language qualification, instructing or any other qualification requirements).
- 8.10.3 A CCM, who has bid vacation and subsequently is laid off in that vacation year, will be paid out his vacation pay at the time of layoff.
- 8.10.4 A CCM who has been paid out his vacation pay at time of layoff and would like to hold his awarded vacation time as unpaid is required to notify Crew Planning within ten (10) days of his date of layoff if he wants to hold this unpaid time. If Crew Planning does not receive a request to hold this time during this ten day period, the unpaid vacation time will be considered waived.

## 8.11 Posting Vacation Awards

- 8.11.1 The Company will, by the thirty-first (31<sup>st</sup>) day of March, publish and post Vacation Bid Awards.
- 8.11.2 CCMs will have ten (10) calendar days within which to appeal their award.
- 8.11.3 A Blocking Committee Member will attend the vacation awards and will be available on the eleventh (11<sup>th</sup>) calendar day following the awards, to address vacation appeals.
- 8.11.4 Once the appeal process is complete a CCM cannot displace another from his vacation.

## 8.12 VGDOs

- 8.12.1 A CCM may elect to forfeit any or all of his VGDOs (and bid regular GDOs) provided that he advises Crew Planning by email on the first day of the Block Month prior to the Block Month where he holds scheduled vacation.
- 8.12.2 A CCM is also entitled to waive unpaid vacation time.
- 8.12.3 If a CCM confirms that he will be taking unpaid time after he returns from layoff status (i.e. when their Seasonal Base re-opens), the CCM may not change their decision and waive this unpaid time at a later date.

**8.13 Seasonal Base**

- 8.13.1 A CCM at a Seasonal Base will be required to make a decision on March 1<sup>st</sup> if he wants to bid for unpaid vacation time for the following season when he returns from layoff status. It is understood that at time of layoff, he will be paid out all vacation earnings therefore, any vacation time which is bid in the following season when he returns after layoff will be unpaid.
- 8.13.2 At a Seasonal Base the Company will determine if a CCM is bidding as a CSM or FA based on the number of months served as CSM during the vacation accrual period of May 1<sup>st</sup> of one year to March 1<sup>st</sup> of the following year. If a CCM has operated for half of his time as a CSM then he will bid for vacation as a CSM.
- 8.13.3 For those who elect to take unpaid vacation time when their seasonal base re-opens, bids will be available on August 15<sup>th</sup> of each year and will close on August 31<sup>st</sup>. Awards will be made by September 15<sup>th</sup>.
- 8.13.4 A CCM will have ten (10) calendar days to appeal their award.
- 8.13.5 A Member of the Blocking Committee may attend the Appeals which will take place on the first business day after the Appeals close.
- 8.13.6 A CCM who elects to bump into a year-round base after being laid off will have his awarded vacation follow him. He will be able to bid a part of or the entire vacation entitlement during the time that his base is not operating (i.e. summer). If it is his intent to bid a part of or the entire vacation entitlement during the time that his base will be open during the following season then he must wait and bid for that time on August 15<sup>th</sup>.

**8.14 Working on a Vacation Day**

- 8.14.1 CCMs may be asked to work on a Vacation Day but are not obligated to do so.
- 8.14.2 Should the CCM agree to operate on a Vacation Day and/or VGDO, a CCM will receive double time for this duty and will have the vacation day replaced in the same Block Month or the following Block Month. It is understood that payment for this time will not be counted as overtime hours. It is also understood that this premium is not paid when a CCM volunteers for additional flying through Open Flying, Availability or Mutual Switches/Giveaways. In these cases, regular overtime policies apply.

**ARTICLE 9. CREW SCHEDULING & PLANNING****9.1 Bidding**

- 9.1.1 Cabin Crew will receive a Bid Package by Base for each Block Month and may bid indicating his preference. It is the CCM's responsibility to submit his bid online in the timeframe indicated on the Bid Package.
- 9.1.2 CCMs will bid for Pairings, GDOs and Reserve Lines (if the latter are applicable).
- 9.1.3 The bid period will remain open for no less than ten (10) calendar days.
- 9.1.4 If a CCM returns to duty after the Block Awards are published, he will be assigned available flights, if any, or reserve duty. If more than one CCM returns to the base after the bids have closed, seniority will be honoured when requesting available duties, if any, and GDOs in order to build a block.
- 9.1.5 In the event a CCM does not submit an online bid for the month, his standing bid will apply. It is understood that the bidding system default bid will apply if no other bid is entered.
- 9.1.6 Each Block Month a CCM may bid pairings, GDOs, Reserve and Reserve Blocks (if the latter is applicable) using the preferential bidding system. Awards are granted in order of seniority subject to availability, classification, language, base, legalities and other qualification requirements.
- 9.1.7 Crew Planning will publish the Block Awards for the following month by the 23<sup>rd</sup> of each month by 1700 YYZ time. The Company may extend the publishing date up to the 25<sup>th</sup> of a given month, with prior consultation with the Union.
- 9.1.8 The appeal process will take place no less than three (3) days after the Block Awards are published. A member of the Blocking Committee will work with the Crew Planning Department on the appeals. The Blocking Committee Member will be blocked for one (1) day in order to attend the appeals process.
- 9.1.9 Once the appeal process is complete, the Block Awards are considered final.
- 9.1.10 In the event a CCM cannot hold a bid preference due to planning and scheduling limitations or requirements, the bid may be imposed on the first available CCM who is more senior and whose Block Award can satisfy the bid.

- 9.1.11 For planning purposes, a one (1) hour buffer will be added to the Minimum Crew Rest between pairings.
- 9.1.12 In the planning stage, all schedules will be built in accordance with the flight duty time limitations for pilots. These regulations will be posted on Sunwing Operational Website.

## 9.2 Report Time

### 9.2.1 Minimum Report Time prior to departure is as follows:

1. One hour and thirty minutes (1:30) at Sunwing Cabin Crew bases with an off airport Crew Room location;
2. One hour (1:00) at Sunwing Cabin Crew bases with an airport Crew Room location;
3. One hour (1:00) at all layover stations
4. Fifteen minutes (00:15) for ground transportation

9.2.2 When a CCM is away from his base and is operating with a crew from that base, his Report Time will be the same as the Report Time of the crew operating from their Home Base.

## 9.3 Notification of Unexpected Delay

9.3.1 In the case of a delay that becomes known before Report Time, the Company will telephone the contact number(s) provided by the CCMs as they appear in the scheduling system. CCMs are responsible for ensuring the contact number(s) listed in the system is current and accurate.

9.3.2 When the Crew Scheduler contacts the CCM at his contact number, he will re-set the Report Time due to the delay. This call should be made by Crew Scheduling a minimum of one hour and fifteen minutes (01:15) prior to the originally scheduled Report Time. If the call is made within one hour and fifteen minutes (01:15) of the scheduled Report Time and the CCM has left his rest facility, his Duty Day will start at the originally scheduled Report Time.

9.3.3 If a CCM is leaving his rest facility prior to one hour and fifteen minutes (01:15) prior to Report Time, he may call Crew Scheduling to inquire about the status of the flight. If the CCM leaves his rest facility prior to one hour and fifteen minutes (1:15) without making contact with Crew Scheduling regarding the flight status, the CCM's Report Time will begin at the re-set Report Time.

9.3.4 Contacting a CCM within these time constraints will not be considered a disruption to Crew Rest.

#### 9.4 Delayed Report Time – Away from Base

- 9.4.1 If the delay becomes known during the rest period, Crew Scheduling shall first contact the Captain to inform him of any delay that is deemed by the Company to have an effect on the Duty Period. Crew Scheduling or the Captain shall then contact CCMs to inform them of the delay.
- 9.4.2 Crew Scheduling or the Captain shall contact the CCMs to inform them of any delay no earlier than one hour and fifteen minutes (1:15) prior to Report Time and no later than one hour (1:00) prior to scheduled Report Time. Such contact shall be by direct phone call.
- 9.4.3 Contacting a CCM within these time constraints will not be considered a disruption to Crew Rest.
- 9.4.4 If a CCM is leaving his rest facility between one hour and fifteen minutes (1:15) and one hour (1:00) prior to scheduled Report Time, he may call Crew Scheduling to inquire about the status of the flight. If the CCM leaves his rest facility between one hour and fifteen minutes (1:15) and one hour (1:00) prior to Report Time without making contact with Crew Scheduling regarding flight status, the CCM's Report Time will begin at the re-set Report Time.

#### 9.5 Creeping Delay

If a CCM has not left his Rest Facility and is notified of a delay which is in excess of three (3) hours, his Report Time will be considered to start from three (3) hours after his original Report Time.

#### 9.6 Duty Period

- 9.6.1 A CCM may be scheduled for the following:
  - a) A Duty Period of 14 hours
  - b) A Duty Period of 15 hours with an augmented Flight Deck
  - c) Up to 17 hours when the Duty Period includes deadheading before or after the Flight Duty Period.
  - d) Up to 17 hours when a CSM operates a Duty Period which includes a Positioning flight.

Note: No Duty Period will be planned to exceed (a) and (b) above with regards to operating with passengers onboard. In reference to (d), premiums outline in Article 15.7 will apply, if applicable.

9.6.2 When a CCMs Duty Day includes a deadhead at the end of the Duty Day, and by taking the deadhead transportation he is exceeding seventeen (17) hours, the CCM will have the option of being removed from the deadhead flight subject to the following terms:

- In order to be removed the CCM must notify Crew Scheduling prior to taking the deadhead sector. Notification to the designated in charge (PIC or CSM) and Crew Scheduling is required to ensure that they can make the appropriate arrangements for Customs clearance at the intermediate stop and alternate accommodation and flight bookings, as required.
- When contacting Crew Scheduling, the CSM (or PIC) will survey the CCM in order to inform Crew Scheduling which CCMs, if any, want to continue with the deadhead and which CCMs are requesting to be removed from the deadhead sector.
- If the Company is unable to secure accommodations, or is unable to have Customs agents available to clear CCMs, the CCMs will be expected to continue on their deadhead.



**9.7 Extension to Scheduled Duty Period**

- 9.7.1 The Duty Period maximum limitations (at Home Base or away from Home Base) may be extended after the CCM leaves his rest facility to a maximum of three (3) hours. Premiums in Article 15.7 will apply.
- 9.7.2 When the operating portion of the Duty Period is projected to exceed seventeen (17) hours or eighteen (18) hours in an augmented operation, the Cabin Crew will either be replaced or the Cabin Crew will be required to take Crew Rest.

**9.8 Premiums for Extended and Augmented Flights are outlined in the Compensation Section 15.7.2.****9.9 Split Flight Duty Period**

- 9.9.1 Flight duty time can be extended up to one-half (1/2) the length of the rest period to a maximum of three (3) hours if:
- The CCM has advance notice of the split flight duty time, and ;
  - The CCM receives a rest period of at least four (4) hours in suitable accommodation, and;
  - The CCM's rest is not interrupted by the Company during the rest period, and;
  - The subsequent minimum rest period is increase by an amount at least equal to the extension.

**9.10 Pairing Removal / Re-assignable**

- 9.10.1 When a CCM's pairing is removed or reduced, Crew Scheduling will:
1. Reassign the CCM to another flight(s), or;
  2. Place the CCM on Reserve , or;
  3. Release the CCM

- 9.10.2 When re-assigning the CCM to Reserve, Crew Scheduling will assign either A.M. or P.M. Reserve in accordance with the original Report Time of the pairing that he was removed from. In order to differentiate a CCM who is a “Re-assignable Reserve”, he will be coded accordingly and will be staffed to flights following the staffing order in Article 9.20.
- 9.10.3 A CCM who loses a flight due to a (1) an assignment on GDO or (2) an unforeseen delay which extends a Duty Day beyond 14 hours and results in an awarded pairing being removed, he will receive credit protection for the pairing in which he was not legal to operate. In these two cases, the CCM will either be re-assigned to another flight(s), if available, or will be placed on Reserve. When re-assigned to this Reserve Duty, he will be placed on either A.M. or P.M. Reserve (which may have an adjusted start time based on legalities) based on the Report Time of his originally scheduled flight. If a CCM is at or above MMG and does not want to be re-assigned to Reserve Duty, he may request to be released from Reserve, however, in doing so he will forfeit the credit protection for this pairing.
- 9.10.4 It is further understood that those CCMs who have lost flight(s) due to the two reasons listed in this article and are credit protected will be coded as “Re-assignable Protected Reserves” and will be assigned prior to those on regular Reserve Duty or Re-assignable Reserve.
- 9.10.5 If re-assigned from a multi-day pairing, the CCM will be considered re-assignable on each of the days of the originally scheduled pairing.
- 9.10.6 If a CCM reports for duty and the flight is cancelled or does not become airborne and returns to gate, he will be awarded a “Show-No-Go” credit of four (4) hours. In a “Show-No-Go” situation, reassignment opportunities to other flights will be offered in order of Seniority. If no CCM accepts the offered flights, the Company will assign in reverse order of seniority.
- 9.10.7 If a flight becomes airborne and returns to its departure station for technical reasons, and if the crew is subsequently released from duty, the crew will receive the original credit for the Flight Duty Period.
- 9.10.8 If a Duty Day changes after the CCM has reported for duty, the CCM will receive the greater of the flight credits he was scheduled to operate or the credits for the actual Duty Period.
- 9.10.9 On the day of operation, if Crew Scheduling moves a CCM from one flight to another in order to protect the operation, the CCM will receive the greater of the originally scheduled flight credit or the newly scheduled flight credit on his Block.

## 9.11 Checking Out

- 9.11.1 All CCMs are required to check out with Crew Scheduling after a Duty Period which terminates at Home Base.
- 9.11.2 CCMs should check out via e-crew either from their own personal computing device, or from a Crew Room computer.
- 9.11.3 If a CCM is unable to check-out out via e-crew, he must call Crew Scheduling and check out over the phone.

## 9.12 Minimum Rest Period

### 9.12.1 The Minimum Rest Period will be:

- Eleven hours and fifteen minutes (11:15) at Home Base or Away from Home Base prior to the next scheduled Report Time.
- A CCM who operates a red eye flight will not be scheduled for a Report Time before noon (local) of the following calendar day. This limitation may be waived at check-out if the CCM elects to keep their next assigned flight.

9.12.2 Regardless of the above, the Company shall provide a period of time where a CCM is free from all duty and is provided with an opportunity to obtain eight (8) consecutive hours of sleep in suitable accommodation, which is uninterrupted by the Company, plus travel time to and from the rest facility provided by the Company and time for personal hygiene and meals. A CCM is required to travel non-stop to the rest facility immediately at the end of the Duty Period and check-in immediately upon arrival. Total time allotted shall not be less than ten (10) hours from the time the entire crew is checked into the hotel with room key in hand until the pick-up time at the rest facility. The responsibility for ensuring that the Crew receives ten (10) hours lies solely with the CCMs.

9.12.3 CCMs will not operate more than three (3) planned consecutive red-eye flights. This limitation excludes delay situations or unforeseen circumstances.

9.12.4 Following three (3) consecutive flight duty periods that exceed twelve (12) hours each and separated by less than twenty-four (24) hours, a CCM will receive twenty-four (24) hours of rest.

9.12.5 A CCM will receive a period of at least thirty-six (36) consecutive hours within each seven (7) consecutive days or one period of at least three (3) consecutive calendar days within each seventeen (17) consecutive days.

9.12.6 A CCM may, on one occasion in a Block Month, waive a 3:17 violation on their Block

9.12.7 When a Flight Duty Period exceeds fourteen (14) hours, the Minimum Rest Period shall be increased by the amount at least equal to the extension of the Duty Day.

For example: If a CCM's Flight Duty Period is scheduled for fourteen (14) hours, and is then extended by two (2) hours, his Minimum Crew Rest will be increased to thirteen (13) hours and fifteen (15) minutes.

**9.13 Waiving Crew Rest at Home Base**

- 9.13.1 A CCM may, at his request waive his minimum Crew Rest at Home Base up to two (2) hours in order to protect the next pairing on his schedule. In order for this request to be granted the CCM must advise Crew Scheduling in advance of the departure of the flight that will impact his Minimum Crew Rest.
- 9.13.2 At the Company's request a CCM may waive his Minimum Crew Rest at Home Base by up to two (2) hours. He is under no obligation to do so.

**9.14 Deadheading**

- 9.14.1 A CCM shall not be planned to deadhead in the flight deck, however, he may be required to do so in unusual circumstances. Where there are repeated requirements for deadheading in the flight deck, the Company and the Union will discuss it with a view to minimizing such future requirements.
- 9.14.2 If positioning on a carrier that permits pre-booking of seats and the flight time is greater than two (2) hours per sector, the Company shall book window or aisle seats.
- 9.14.3 The Company will provide all CCMs with suitable transportation to and from a rest facility, in a timely manner.

Example: Crew arrive curbside for pick-up and the transportation is more than twenty (20) minutes arriving, Crew Scheduling will be notified and immediate alternate transportation will be arranged either by the Captain or Crew Scheduling and will be paid for by the Company or the hotel upon authorization from the Duty Manager.

9.14.4 Transportation by Air

- a) When deadheading via commercial means, the Company will use their best efforts to book CCMs on flights not to exceed more than one stop.
- b) When deadheading on Sunwing operated aircraft:
  - A CCM deadheading in the passenger cabin of a Sunwing aircraft will be restricted to reclining seats, when available.
  - When seats are available, CCMs may be assigned a full row of seats. The CCM must present themselves in a professional manner while occupying the row of seats.

9.14.5 Deadhead by Ground Transportation

- a) When deadheading using ground transportation, the Company will provide safe, comfortable transportation in a vehicle that is suitable for the length of the trip, road conditions and the number of people being transported.
- b) Transportation by Bus - The minimum requirement of any bus transportation is:
  - Reclining seats with headrest (trips over one (1) hour)
  - Functioning air conditioning and heating system
  - Deadhead duration will not be planned more than four (4) hours
- c) Transportation by Train - When deadheading by train, the following provisions shall be met:
  - Deadhead duration will not be planned for more than four (4) hours
- d) Transportation by Car/Taxi - When deadheading by car, the following provisions shall be met:
  - Three (3) CCMs maximum
  - Functioning air conditioning and heating system
  - Deadhead duration will not be planned for more than four (4) hours
- e) Transportation by Van - When deadheading by van, the following provisions shall be met:
  - Reclining seats with headrests (trips over one (1) hour) for each CCM
  - Functioning air conditioning and heating system
  - Duration of the deadhead will not be planned to exceed four (4) hours

- f) Deadheading duration by ground transportation may be extended beyond four (4) hours with consultation with the Union if there are no other reasonable means of transportation available.
- g) If the ground transportation time to and from the hotel is planned to exceed one (1) hour, such ground transport shall be considered deadhead time and credit will be applied accordingly.

**9.15 Guaranteed Days Off (GDOs)**

- 9.15.1 Block Holders will be entitled to receive a minimum of eleven (11) GDOs in each month at his assigned Home Base.
- 9.15.2 Every effort will be made to ensure that GDOs are not disrupted. A CCM may be called in for duty on a GDO but have the option to deny.
- 9.15.3 Each Block Month a CCM may bid GDOs using the preferential bidding system.
- 9.15.4 GDOs are granted in order of the Master Seniority subject to availability, classification, language and other qualification requirements.
- 9.15.5 If a CCM operates a flight into a GDO, he will receive two (2) times his rate for the period of time that imposes on the GDO.
- 9.15.6 If a CCM operates more than two (2) hours into his GDO, he will receive the greater of either a minimum of four (4) hours of credit or the actual duty time operated at two (2) times his rate of pay.
- 9.15.7 If the Duty Period prior to a GDO ends after 0001L on the calendar day of the GDO and the day after the GDO includes a Duty Period, the Duty Period will not start prior to 1200L on the day after the GDO. A CCM may elect to waive this restriction if he would like to Open Bid, be assigned through the Availability List or request a Flight Switch.
- 9.15.8 When Crew Scheduling is calling a CCM on his GDO for a Grey Day Draft assignment and the CCM is not contactable, the Crew Scheduler must leave a message indicating if they are calling to offer a GDO assignment or if they are calling to draft on a Grey Day. If the Crew Scheduler does not indicate that the draft is for the Grey Day and the CCM returns the call assuming that it is a GDO assignment then he will have the option to decline the assignment as he was not provided the date of the flight. It is understood that when the Crew Scheduler makes his initial phone call to the CCM, if the CCM is contactable the Crew Scheduler is permitted to draft him for a Grey Day assignment.



**9.16 GDO Award**

- 9.16.1 A CCM not awarded the full complement of eleven (11) GDOs on his published schedule must inform Crew Scheduling as soon as possible to advise them of this discrepancy. If Crew Scheduling is unable to assign eleven (11) GDOs in any given month, the CCM shall receive four (4) credit hours at two times his rate of pay for each GDO not awarded. Such credit hours are not counted in hours worked when calculating overtime hours.
- 9.16.2 A Cabin Safety Instructor conducting Initial Training may not be scheduled eleven (11) GDOs in the month due to the scheduling of the classes. In these cases, he will bank days owing which may be assigned within the following six (6) Block Months. It is the expectation that every effort will be made to request the days owing in this timeframe.
- 9.16.3 If a CCM is awarded a GDO and is not at his Home Base due to a scheduling change and not scheduled for duty on the GDO, he will receive four (4) credit hours at double time for the GDO. Such credit hours are not counted in hours worked when calculating overtime hours.

**9.17 Golden GDOs**

- 9.17.1 Each CCM is entitled to four (4) Golden GDOs per calendar year. These Golden GDOs are not in excess of the GDOs in Article 9.14.
- 9.17.2 Once each year, each CCM may reserve two (2) sets of two (2) consecutive GDOs for specific dates. These will be considered his Golden GDOs.
- 9.17.3 A CCM requesting Golden GDOs will do so no later than thirty (30) days prior to the Block Month where he wishes to reserve the dates. The request for these dates will be made via email to Crew Planning. CCMs may only make one request at a time.
- 9.17.4 These Golden GDOs will be awarded on a first come, first serve basis, and should two or more members request the same time, Master Seniority will prevail. The Company reserves the right to limit the number of CCMs free of duty on any given day.
- 9.17.5 No Golden GDOs will be awarded between December 15<sup>th</sup> and January 5<sup>th</sup> of the following year.
- 9.17.6 Once granted, a Golden GDO cannot be altered.
- 9.17.7 Unused Golden GDOs are not subject to carry over.

**9.18 Reserve**

- 9.18.1 A Reserve Period will be eleven (11) hours in duration. Normally AM Reserve shifts will start at 0300 local time and PM Reserve shifts will start at 1200 local time. If there is a requirement for Reserve shifts to start at different times for operational reasons the Company and the Union agree to negotiate different Reserve periods in good faith.
- 9.18.2 A Reserve CCM will be considered on call at all times during his Reserve Period.
- 9.18.3 A Cabin Member who is on Reserve must be contactable at his designated primary telephone number or at one alternate telephone number if provided, that is listed in the scheduling system.
- 9.18.4 It is the CCM's responsibility to return Crew Scheduling's telephone calls immediately. A CCM who cannot be reached at his designated phone number(s) after two calls from the Company, no less than 15 minutes apart, will be considered unavailable for duty. InFlight Management will be advised and his Minimum Monthly Guarantee (MMG) will be reduced by the credit hours of the assigned pairing. A CCM may be subject to other discipline as determined by InFlight Management.
- 9.18.5 When a CCM on Reserve is assigned a duty, he may only be assigned a Report Time which starts during the Reserve period. Crew Scheduling may ask a CCM if he is willing to operate a flight with a Report Time after his Reserve Duty is complete, however, the CCM may decline. If he accepts, then he will be paid for his Reserve Duty in addition to the flight credit.
- 9.18.6 When flights are assigned to a CCM on Reserve, assignments will be issued in order of CCMs with the least amount of credit hours, provided the assignment does not infringe on a GDO. If there are two (2) or more CCMs holding the same number of projected hours, seniority will determine who is assigned the flight. In this case, the most junior will be assigned.
- 9.18.7 It is understood that, in order to protect the operation, CCMs who are on Reserve Duty will not be allowed to bid for Open or Available Flying.
- 9.18.8 Once notified, a CCM will have two (2) hours to report for duty. Crew Scheduling will attempt to contact and assign duty to CCMs on reserve as far in advance as possible and the CCM will attempt to report for duty in less than two (2) hours if required.
- 9.18.9 A CCM is assigned Reserve Duty at his Home Base, however, due to operational requirements he may also be assigned Reserve at a non-Sunwing Base.

**9.19 Reserve Block**

- 9.19.1 When operationally practical Crew Planning will build Reserve Blocks.
- 9.19.2 A Reserve Block Holder will be planned to hold six (6) GDOs and five (5) Flex Days. A Flex Day is considered a GDO, however, a pairing may infringe on a Flex Day.
- 9.19.3 If a pairing infringes on a GDO the CCM will have the option to decline the assignment. If a pairing infringes on Flex Day, the CCM will have the Flex Day replaced in the current Block Month or the following Block Month.
- 9.19.4 There will be no credit attached to the Reserve shifts on a Reserve Block. The CCM will build credits with each duty assigned.
- 9.19.5 A CCM holding a Reserve Block will receive an MMG of eighty five (85) hours.

**9.20 Airport Reserve**

- 9.20.1 The CCM will be assigned a Report Time by Crew Scheduling. His Duty Period will commence at this Report Time and he will be on Reserve for a period not exceeding six (6) hours. If he is assigned a flight it is understood that for the purpose of Duty Day calculations his Report Time for this flight is the actual Report Time for his Airport Reserve shift.
- 9.20.2 CCMs who hold an Airport Reserve will be paid the greater of:
- A five (5) hour credit or
  - The actual flight credits operated or
  - Half of the Duty Period
- 9.20.3 A CCM must be contactable at all times while on Airport Reserve.
- 9.20.4 A CCM on Airport Reserve must be released by Crew Scheduling.

## 9.21 Staffing Order

9.21.1 When staffing a flight, priority will be given to a CCM who is on re-assignable duty. After all those who are on re-assignable duty are utilized, the Crew Scheduling Department will assess the level of reserve and will determine if a reserve will be used to staff a flight. The Crew Scheduling Department also has the option not to use Reserve CCMs if they want to keep extra staff available for last minute requirements.

9.21.2 Staffing order will then be as follows:

Over ten (10) day period

1. To a CCM on re-assignable duty

Between five (5) and ten (10) day window

1. To a CCM on re-assignable duty
2. To a CCM who falls below MMG on a Grey Day based on lowest to highest hours  
(or CCM on RSV)

Within five (5) day window

1. To a CCM on re-assignable duty
2. To a CCM who falls below MMG in the following order:
  - (i) Open bid in order of seniority
  - (ii) Available flying bid in order of seniority
  - (iii) Grey Day based on lowest to highest hours  
(or CCM on RSV)
3. To a CCM above MMG in the following order:
  - (i) Open bid in order of seniority
  - (ii) Available flying bid in order of seniority
  - (iii) Grey day based on lowest to highest hours  
(or CCM on RSV)
4. On a GDO in order of seniority (or CCM on RSV)
5. On a Vacation Day in order of seniority (or CCM on RSV)

9.21.3 Under exceptional circumstances if there are no CCMs available, qualified Management may be assigned to Cabin Crew Duty in order to protect the Operation.

9.21.4 When utilizing CCMs on a Grey Day, Crew Scheduling must call the CCMs in the prescribed Staffing Order. If, using this order, the CCM is on Reserve Duty when this call is made, he will have the option to decline the Grey Day assignment if his projected hours for the Block Month are at or above the Minimum Monthly Guarantee. If, he is under MMG, then he is obligated to accept the Grey Day assignment unless, by accepting the assignment, this causes Block disruption.

**Note:** The Company and the Union will meet within six (6) months of ratification of this Agreement to provide the Union with the status on the implementation of a system which will be capable of projecting total credit hours in a Block Month which will include any sick time taken.

**Note:** The requirements of a flight(s) will determine the CCM awarded that flight(s). Classification, seniority, and language requirements for the flight(s) must be established by the Crew Scheduling Department and these criteria will factor in the selection of the awarded CCM. In addition, a flight(s) is awarded based on block disruption.

- A CCM within their classification who would experience no block disruption would be awarded before a CCM who would experience block disruption.
- In cases where all CCMs within their classification experience block disruption, priority will be given to the CCM who experiences the least amount of block disruption.
- In cases where there are two CCMs with the same qualification with no block disruption or equal block disruption, seniority will be used to determine the award.

## 9.22 Open Flying Bid

9.22.1 When flights become available after the Block Awards and if there is a window of time available, Crew Scheduling will put these flights out for a bid. This is called an Open Flying Bid.

9.22.2 Bid Process: CCMs will be able to view Open Flights online. Crew Scheduling will award Open Flying five (5) days in advance of the flight date.

For example: If a flight in Open Flying departs on a Friday, it will be staffed on the Monday preceding the flight. On a Tuesday, Crew Scheduling will award flights in Open Flying that depart on the following Saturday, and so on. This will be a daily process to award Open Flying.

## 9.23 Available Flying

9.23.1 When a flight becomes available after the Block Awards and falls within the five (5) day window, i.e. the flight cannot be awarded through Open Flying bid described above, Crew Scheduling will treat this as "Available Flying".

9.23.2 After 0900 (YYZ Time), Crew Scheduling will review each day in the four day window, the Availability List for any CCM who has listed himself as available to be assigned for Available Flying.

9.23.3 Bid Process: A CCM who signs up for Available Flying, is not bidding on a specific flight, he is bidding for one of the following:

- A.M. flights (AM for this bid will be considered 0300-1159)
- P.M. flights (PM for this bid will be considered 1200-0259)
- Turnaround
- Layovers
- Any flight

**9.24 Open and Available Flying Reminders**

- 9.24.1 Once a CCM is assigned a flight through Open or Available Flying, this flight becomes part of his Block.
- 9.24.2 It is the CCM's responsibility to confirm that he has been assigned a flight. If the CCM requests to be removed from the Availability List in advance of being assigned, the Company will remove the CCM.
- 9.24.3 A CCM on Reserve is not permitted to bid for Open Flying.
- 9.24.4 Prior to 1600 (YYZ Time), it is the CCM's responsibility to contact Crew Scheduling or check e-Crew to see if he has been awarded a flight for the following day. If the CCM is assigned after 1600 (YYZ Time), the Crew Scheduler will contact the CCM to inform him of the assignment. If notified after 1600 (YYZ Time), the CCM has the option to decline the assignment.
- 9.24.5 The CCM must follow the published procedures when bidding for Open Flying or Availability. If not followed, the bid will not be considered.



**9.25 Flight Switches / Giveaways**

9.25.1 CCMs may request to switch Pairings, including Reserve and GDOs with other CCMs at the same base (subject to classification, language and other qualification requirements) with at least forty-eight (48) hours notice to Crew Scheduling.

9.25.2 If deadheading on another carrier is involved, seventy-two (72) hours notice is required and approval will be based on the condition that the name can be changed on any deadhead tickets.

9.25.3 Switches and giveaways must be legal in all aspects; minimum crew rest, flight time limitations, etc. Crew Rest cannot be forfeited.

9.25.4 A switch will be approved with the following conditions:

- That both CCMs do not fall below their MMG
- If there is no extra cost charged to the Company for any changes to travel information
- That no additional cost of overtime is absorbed by the Company. Please see example below.

The Company will approve overtime (O/T) to overtime (O/T) switch/giveaway as long as the result does not increase the total number of O/T hours paid by the Company. In order to better understand, here are two examples:

**Example 1:**

- Mary has 108 hours and Bob has 105 hours. This means that Mary has 18 O/T hours and Bob has 15 hours for a total of 33 O/T hours.
- Mary would like to giveaway a Cancun flight with a value of 8 credit hours to Bob. Mary would now have 100 credit hours and Bob would have 113 credit hours. Mary now has 10 O/T hours and Bob will have 23 O/T hours for a total of 33 O/T hours.
- The end result of this giveaway is no additional cost to the Company.
- This giveaway will be approved.

Example 2:

- Mary has 101 hours and Bob has 93 hours. This means that Mary has 11 O/T hours and Bob has 3 O/T hours, for a total of 14 O/T hours.
- Bob would like to give Mary a Cancun flight with a value of 8 credit hours to Mary. This means that Mary would now have 109 hours and Bob will have 85 credits hour. Mary now has 19 O/T hours.
- The end result of this giveaway is an additional cost of 5 credit hours to the Company.
- For this reason, the giveaway will be denied.

9.25.5 It is the responsibility of each CCM involved in a switch to review their block in order to determine if the switch has been approved or disapproved.

9.25.6 Once a switch has been approved it forms part of each CCM's block.

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**ARTICLE 10. SICK LEAVE****10.1 Sick Leave Credits**

10.1.1 The parties agree that the sick leave credits provided are intended solely to protect the CCM in the event of illness or injury or to attend medical appointments and will be administered throughout in accordance with such intent.

10.1.2 One (1) hour of sick leave credits is equivalent to one (1) hour of flight time credits.

10.1.3 Sick Bank credits do not have a cash value and cannot be cashed out at any time.

**10.2 Eligibility**

10.2.1 A CCM will receive an initial bank of fifteen (15) sick leave credits after he has completed his line indoctrination flight. After this initial deposit of credits, he will then need to complete three (3) cumulative months of service to start accruing sick leave credits on a monthly basis.

**10.3 Accrual**

10.3.1 For each Block Month that a Full Time CCM is active, he will receive four and a half (4.5) sick leave credits in his Sick Bank.

10.3.2 If a Full Time CCM has worked less than fifteen (15) days in the Block Month due to being offline, he will receive two and a half (2.5) sick leave credits in his Sick Bank.

10.3.3 A CCM who operates a Mini Block will receive (2.5) sick leave credits in his Sick Bank

10.3.4 A CCM may only accrue Sick Bank credits to a maximum of eighty (80) credit hours.

#### 10.4 Usage

- 10.4.1 Application of Sick Leave credits will apply after the Block Month is complete. Crew Payroll will review if the CCM has a sufficient number of Sick Leave credits in his bank to cover any flight credits missed due to illness, injury or medical appointments.
- 10.4.2 If the CCM does not have a sufficient number of Sick Leave credits to cover the flight credits missed, the flight credits will be reduced accordingly and the MMG will not be protected.
- 10.4.3 Sick Leave credits are to protect pay. Sick Leave credits are not used when Crew Scheduling is projecting the total hours worked by a Crew Member in a Block Month in regards to staffing a flight.
- 10.4.4 Per Diem is not protected while on a sick leave unless a CCM falls ill while away from Home Base.
- 10.4.5 There is no application of Sick Leave credits to Vacation Days, Grey Days, or GDOs on which a CCM is sick.
- 10.4.6 Overtime does not apply to sick time credits used.

#### 10.5 Procedure for Booking Off

- 10.5.1 When a CCM is required to Book Off, he must notify Crew Scheduling at least four (4) hours before the actual Report Time. If for any reason a CCM books off within four (4) hours of Report Time, he will be required to contact his Supervisor to discuss the book off.
- 10.5.2 The Company will also inform CCMs in advance when a mandatory note is required during Holidays and long weekends throughout the year. In these circumstances only, the Company will reimburse the CCM for the cost of the physician's note. The CCM must submit the expense by attaching the original physician's note to a Company Expense Claim Form.
- 10.5.3 The Physician's note must cover the period of absence due to illness or injury and must be presented to his Supervisor prior to his first duty after he has booked back on. If he is not able to provide the note prior to his first duty, he is required to contact his Supervisor to explain the reason the note was not submitted. Based on the explanation an extension not exceeding five (5) days may be granted.

- 10.5.4 When a CCM is considered to have excessive sick leave, minimum of four (4) book offs within a five (5) month time period or if the Company would like to confirm that the CCM's sick leave is warranted the CCM must be available for medical examination by a Company appointed physician.
- 10.5.5 A CCM will remain on Book Off status until he books back on with Crew Scheduling.
- 10.5.6 It is the Crew Member's responsibility to contact Crew Scheduling by phone when he is booking off duty.
- 10.5.7 A CCM is required to book off for all duties which include training and other non-flight related duties. In addition, he is required to book on prior to non-flight duties.

**10.6 Procedure for Booking On**

- 10.6.1 A CCM must notify Crew Scheduling of his intention to book on before 1500 (YYZ Time) of the day prior to the flight assignment in order to hold that assignment on his Block.
- 10.6.2 If a CCM books off a multi-day pairing but books back on prior to the end of the last day of the original pairing, he will be re-assignable for the remaining days of the pairing. Any hours lost between originally scheduled pairing and actual credits earned during pairing period will be credit protected by the sick bank if available.

Example: CCM is holding a five (5) day pairing (as seen below) and books off the first three days of the pairing. He will become re-assignable on day four (4) and day five (5) of the pairing.

**Original Pairing**

Day 1	Day 2	Day 3	Day 4	Day 5
6 hr credit	7 hr credit	5 hr credit	6 hr credit	4 hr credit
Book Off	Book Off	Book Off	Re-assignable	Re-assignable
<b>Total original credit</b>				<b>28 hrs</b>

- CCM has booked off 18 hours: He is re-assigned five (5) total credit hours over Day 4 and Day 5. If available, sick bank will be deducted by 23 hours in order to protect the credit hours of the pairing.
- Crew Member has booked off 18 hours. He is re-assigned twenty (20) credit hours over Day 4 and Day 5. If available, sick bank will be deducted by 8 hours in order to protect the total credit hours of the pairing.

**10.7 Booking Off Reserve Duty**

- 10.7.1 A CCM on Reserve Duty, whether he is a Regular or Reserve Block Holder will be deducted four (4) credit hours from his Sick bank for each Reserve shift.
- 10.7.2 A CCM who is contacted by Crew Scheduling in order to assign a flight and subsequently books off will be required to present a Physician’s note to confirm illness on that date.

**10.8 Loss of Proficiency**

10.8.1 In the event a CCM loses his proficiency due to illness or injury he may use his sick leave credits, if any, to cover all scheduled flights up until he becomes proficient. In cases where he does not have any sick leave credits he will lose the value of the scheduled flight credits.

10.8.2 In the event a CCM loses his proficiency due to illness or injury and the Blocks for the following month have not been built, he may use his sick bank to protect his MMG.

10.8.3 The Company has the option of assigning the CCM to modified duties in the situations described in this section until he becomes proficient.

**10.9 Sick Leave – 30 Days or Longer**

If a CCM has been off on Sick Leave for a period of thirty (30) days or longer, he may not bid for a Block unless he has a Physician's note confirming date of return to work.



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**ARTICLE 11. LEAVE OF ABSENCE****11.1 Personal Leave of Absence**

11.1.1 When operationally feasible, a CCM may request a Personal Leave of Absence (PLOA) without pay from the Company for up to six months without loss of seniority. It is understood that during a time when PLOAs are not offered by the Department in an effort to reduce layoffs, a CCM would not be permitted a PLOA if the intent is to work elsewhere.

11.1.2 Extensions may be granted or denied by the Company.

11.1.3 A CCM will not accrue service for pay progression purposes while on a PLOA.

11.1.4 A PLOA request must be a minimum of seven (7) consecutive days.

11.1.5 If a CCM loses his proficiency during a PLOA, he will be considered "offline without pay" until he is scheduled for the next Cabin Safety Training class. It must be understood that a special training class will not be scheduled in this circumstance.

**11.2 Returning from LOA**

11.2.1 If there has been a reduction in the total number of CCMs employed by the Company during the time of a leave of absence and his seniority will not hold an active position when the PLOA is complete, the CCM will be subject to layoff.

**11.3 Benefits during LOA**

11.3.1 A CCM will be required to pay for both the employer and employee portion of the premiums paid to maintain Health and Dental Benefits while on a PLOA which exceeds two weeks (14 days) to a maximum of eight (8) months.

#### 11.4 Scheduled Vacation

- 11.4.1 If a PLOA exceeds thirty-one (31) days, vacation money owing will be paid out to the CCM. It is the responsibility of the CCM to notify the Crew Planning Department if he would like to hold any future vacation time as “unpaid”. This request must be submitted by email to Crew Planning within ten (10) days of the start of his PLOA. If he does not place a hold on the “unpaid” time then it will be cancelled and this slot will be made available to other CCMs.

#### 11.5 Serve on Jury Duty

- 11.5.1 A CCM who serves on Jury Duty or who must appear in court, as the result of being subpoenaed as a witness, will be granted a Leave of Absence and will retain and accrue seniority for all purposes during such leave.
- 11.5.2 Compensation at his current salary will be maintained by the Company, less any fees he may receive.

## 11.6 Bereavement Leave

11.6.1 The Company will grant a CCM a paid leave of absence (covering all scheduled credits during his absence) in the event of a death of a family member for five (5) consecutive days. A family member is defined under the Company's Bereavement Leave Policy.

## 11.7 Educational Leave

11.7.1 When operationally feasible, a CCM who has completed her Probationary Period may request an Educational Leave of Absence (ELOA) without pay from the Company for a period up to one (1) year. In order to apply for the ELOA, the CCM must submit their request by August 1<sup>st</sup> to cover a leave which commences in the Fall/Winter of that year. For any ELOA commencing outside of that time period, requests must be submitted a minimum of sixty (60) days in advance of the date the leave is to commence. In addition to the request, the CCM must also present documentation that he has been accepted into the course and the timeframe involved to complete the course.

## 11.8 Compassionate Leave

11.8.1 A CCM may apply for Compassionate Leave without pay in order to provide support to an immediate family member with a serious medical condition and a significant risk of death. A CCM may also apply for this Government Program and request an unpaid leave of absence for this purpose providing that they submit documentation to support the period they are absent from the Company.

## 11.9 Wedding Leave

11.9.1 A CCM may be granted seven (7) consecutive days as a leave of absence without pay which must include the day of the Marriage/Civil Partnership. This request must be submitted a minimum of sixty (60) days in advance of the date of the leave. A further unpaid leave of absence up to seven (7) consecutive days immediately following the Wedding Leave may be requested. The CCM is required to provide the Company with documentation to support this leave if it falls outside a period where the Company is offering PLOAs to CCMs.

**11.10 Maternity Leave**

- 11.10.1 A CCM on Maternity Leave or Paternity Leave or modified duties while pregnant will retain her benefits and seniority. The CCM is responsible to pay for the employee portion of the premiums for the applicable program.
- 11.10.2 A CCM that has been awarded vacation and will be on Maternity/Paternity leave during their vacation time will have the option to move their vacation period immediately preceding their Maternity/Paternity Leave.
- 11.10.3 A CCM may also have their vacation scheduled after their Maternity/Paternity leave. It is understood that all vacation monies owing will be paid out at the time the CCM commences their leave, and the vacation time will be scheduled as unpaid time.
- 11.10.4 In the case of adoption, the CCM will have the option to take a maternal/paternal leave on the date which the CCM is awarded custody of the child as part of an adoption process or the date on which the CCM leaves work to travel outside the country to obtain custody of the child.

**Modified Duties**

- 11.10.5 During her pregnancy and when operationally feasible, a CCM may request to be assigned to alternate duties at her Home Base.
- 11.10.6 A CCM will be paid a four (4) hour credit per working day and will not exceed eight (8) hours per day and five (5) days per week when on modified duties under this article. The Company may elect to cap the total number of assigned hours at eighty (80) credit hours in a Block Month.

**Policy Revisions**

- 11.10.7 If the Company, or any Bargaining Unit within Sunwing Airlines increases any Maternity or Paternity benefits above those listed in this article, those benefits will supersede and replace the current benefits within this article.

## **ARTICLE 12. LAYOFF AND RECALL / UPGRADING AND DOWNGRADING**

### **12.1 Prior to a Layoff**

12.1.1 In an effort to minimize the impact of a reduction in force, the Company may, subject to seniority, classification, language and other qualification requirements;

- a) Offer and grant Personal Leave of Absence (PLOAs) before any layoff notices are issued or downgrades effected; and / or
- b) Offer Voluntary Layoffs to more senior CCM who would not be subject to layoff; and / or
- c) Offer Mini Blocks

### **12.2 Downgrading / Upgrading**

12.2.1 Downgrading from Cabin Safety Manager (CSM) to Flight Attendant (FA) status due to a reduction in force will be by base, in reverse order of CSM Seniority subject to language and other qualification requirements.

12.2.2 A CSM downgraded to FA status due to a reduction in force will be reinstated to CSM status in order of highest CSM Seniority Number if and when the Company requires additional CSMs at the base.

12.2.3 If there is a CCM with a CSM designation on laid off status he will only be recalled to his position as CSM if there is no active CCM holding such designation that can be upgraded.

### **12.3 Where there is a Layoff of CCMs**

12.3.1 Where there is a layoff of CCMs, such layoffs will be by base, in order of Master Seniority subject to classification, language and other qualification requirements.

12.3.2 The Company shall provide at least two (2) weeks written notice prior to such layoff taking effect or two (2) weeks pay in lieu of such notice.

12.3.3 The Company may cancel any Notice of Layoff at least two (2) weeks notice prior to such layoff taking effect, if time permits.

12.3.4 Pay for vacation entitlement accrued, but not taken, will be paid out at time of layoff.

12.3.5 The CCM on layoff status will retain his ranking on the Master Seniority List and retain recall rights for a period of three (3) consecutive years but will not accrue time in service for pay progression or vacation entitlement purposes.

- 12.3.6 A CCM who is laid off but wishes to return to service with the Company must file his address and contact information with InFlight Administration and must promptly advise the Company of any changes to this information.
- 12.3.7 A CCM on layoff status with the Company will be permitted to continue his Health and Dental and Travel Benefits for a period up to a maximum of eight (8) months. During this time, the CCM will be responsible for payment of both the employee and company portion of the premiums for the Health and Dental benefits to a maximum of eight (8) months. In order to continue these benefits, the CCM is responsible to provide the Human Resource Department post dated cheques for this period within seven (7) days of his date of layoff.
- 12.3.8 On August 1<sup>st</sup> of every year, or when the Company becomes aware, the Union will be advised of any anticipated base closure. Those affected will be sent a written notice by email to the last email address provided to the Company. If the Company does not receive a response by email from the CCM within ten (10) calendar days of the date of the email, a letter will be sent by Registered Mail. These CCMs may submit a request to the Company to bump into any operational base within ten (10) calendar days of this notification. Requests will be granted based on Master Seniority (subject to language qualifications). The bump will take place in accordance with when the CCMs seniority can hold a position at the intended base, or at the latest, the time of the final recall at that base.

## 12.4 Bumping

- 12.4.1 A CCM subject to a mandatory layoff who intends to bump/displace a more junior CCM at another base must notify the V.P. InFlight Operations by email of such intent within seven (7) calendar days of the date on the Notice of Layoff.
- 12.4.2 A CCM who bumps will retain recall rights to his original Home Base. He is required to accept a recall to his Home Base unless there is a junior CCM who has also bumped from the same Home Base who must accept the recall.
- 12.4.3 If the Master Seniority of a CCM who gives notice to bump does not permit him to exercise the right to bump immediately, he may request to keep his request to bump on file and he will be notified if and when his Master Seniority permits him to bump. When the CCM receives notification that he is able to bump into a base on a specific date, he is required to accept that bump date. If he elects not to bump on the specified date then he has lost his bumping right with his layoff.
- 12.4.4 A list of those who are requesting to bump into a base when their Master Seniority permits will be kept on file and provided to the Union.
- 12.4.5 All costs associated with bumping /displacing will be at the CCM's expense.
- 12.4.6 The CCM will be granted up to seven (7) moving days in order to relocate to his new base. It is understood that these are seven (7) of his allotted GDOs for the Block Month. These seven (7) days will be automatically placed on his schedule unless he sends an email to Crew Planning by the first day of the month prior to the Block Month where the bump will take place, indicating that he wants fewer or no moving days prior to the date of the bump.
- 12.4.7 When the Company conducts the final recall at a base, and if the CCMs seniority number is not recalled, the CCM will have the right to bump into a base where his seniority is active. This will be granted based on Master Seniority (subject to language qualifications). The bump would take place in accordance with the last recall notice of the CCMs Home Base.



**12.5 Recall to Employment**

- 12.5.1 CCMs will be recalled by Base in order of Master Seniority subject to classification, language and other qualification requirements.
- 12.5.2 CCMs who returns to serve part of the Block Period will have his MMG and GDOs pro-rated based on the number of days he is active in the Block Month.
- 12.5.3 If CCM is recalled after the bids have closed for the month he is returning, the Company will assign available flights or Reserve Duty. If more than one CCM returns to the base after the bids have closed, seniority will be honoured when requesting available duties, if any, and GDOs in order to build a block.

**12.6 Notice of Recall**

- 12.6.1 A written Notice of Recall specifying a report date will be sent by email to the last email address filed with InFlight Management.
- 12.6.2 If the Company does not receive a response by email from the CCM being recalled, the recall letter will be sent by Registered Mail.
- 12.6.3 A CCM who is recalled to employment will have ten (10) calendar days from the date of the Recall to Employment Letter to advise the Company of his decision to return.
- 12.6.4 The CCM accepting the recall must report by the specified report date.
- 12.6.5 A CCM may decline a Notice of Recall and continue on layoff status provided more junior CCMs in the same classification or with the same qualification continue to be laid off. Once all junior CCMs in the same classification or holding the same qualification are recalled he must accept recall or will be deemed to no longer work for the Company. The onus is on the employee to inform the employer of any change in circumstances and personal contact information.
- 12.6.6 If a CCM has bumped into another base but has retained recall right to his original Home Base and is subsequently recalled to that base, he may have up to seven (7) days of his allotted GDOs placed in advance of his start date at his original Home Base. It is understood that these are seven (7) of his allotted GDOs for the Block Month. These seven (7) days will be automatically placed on his schedule unless he sends an email to Crew Planning by the first day of the month prior to the Block Month where the bump will take place, indicating that he wants fewer or no moving days prior to the date of the bump.

## 12.7 Short Notice Recall

12.7.1 If, in exceptional circumstances, the Company requires additional CCMs and cannot provide ten (10) days for the Notice of Recall, the Company reserves the right to recall by phone. In these cases, the union will be consulted and a shorter timeframe will be established in order to meet staffing requirements. A CCM will not forfeit his recall rights if he is unable to accept the short notice recall because he is unable to report at this specified report time.

## 12.8 Voluntary Downgrade Temporary

12.8.1 **Year Round Base:** By July 1<sup>st</sup> of each year, a CSM may request a downgrade for a period of one (1) year commencing on November 1<sup>st</sup> of that year until October 31<sup>st</sup> of the following year providing the Company is able to replace his position.

12.8.2 **Seasonal Base:** By July 1<sup>st</sup> of each year, a CSM may request a downgrade for the upcoming winter season providing the Company is able to replace his position. The winter season is defined by open and close dates of such base.

## 12.9 Notice to Voluntarily Downgrade – Permanent

12.9.1 A CSM who elects to downgrade himself from the position of CSM to Flight Attendant is required to give the Company ninety (90) days' written notice of such intent. If a CSM would like to downgrade with less than ninety (90) days' written notice, he may request to do so and this may be granted subject to operational requirements.

12.9.2 A Probationary CSM who elects to downgrade himself to Flight Attendant is required to give the Company written notice of such intent and this will be granted for the following Block Month.

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**ARTICLE 13. VACANCIES AND TRANSFERS****13.1 Posting and Applying for Vacancies**

13.1.1 When a vacancy for a CCM position becomes available, it will be posted by the InFlight Department for a minimum period of fifteen (15) calendar days. All active and non-active CCMs interested in applying for the vacancy may do so by sending an email to [inflightadmin@flysunwing.com](mailto:inflightadmin@flysunwing.com) by the time / date specified in the posting. The email requesting to fill the vacancy will serve as a CCM's authorization to be transferred if filling the vacancy would involve a transfer.

13.1.2 When applying for a transfer a CCM must state if they are requesting a permanent transfer or if they want to retain recall rights to their original Home Base.

13.1.3 If awarded a transfer the CCM will be required to honour such transfer. If he does not transfer, he will be deemed resigned from the Company.

**13.2 Determining Vacancy at a Base**

13.2.1 Vacancies, if any, will not be determined by the Company to exist until completion of the following:

- a) All laid off CCMs are recalled to the Base.
- b) All CCMs who bumped to another base to avoid layoff and who indicated at the time of bumping their intent to return to their Home Base have returned to the base.
- c) CCMs who have indicated at the time of layoff from another base their intention to bump into a position at the relevant base have exercised their right to bump.

### 13.3 Process for Filling Vacancies at all Bases

Once it is determined that there is a vacancy after exhausting the process outlined in Section 13.2, the Company will fill the vacancy as follows:

#### 13.3.1 Flight Attendant

- a) By an applicant CCM in order of Master Seniority
- b) If no existing CCM applies, by an applicant from outside the active line crew

#### 13.3.2 Cabin Safety Manager

- a) By a Flight Attendant applicant whose Home Base is where the vacancy exists and is awarded a CSM designation
- b) By an existing CSM with the highest CSM Seniority who applies to transfer to the position at the relevant base
- c) By a Flight Attendant applicant from another base who applies for the position and is awarded a CSM designation
- d) By an applicant outside of the active line crew

Note: Transfers may be subject to French/English language restrictions based on the base of operations.

### 13.4 Transfer to a base where there is no CSM Vacancy

- 13.4.1 A CSM who wishes to transfer to a base where there is no CSM vacancy may apply to fill a Flight Attendant vacancy at such base. He will be awarded a Flight Attendant position at such base if his Master Seniority permits.

### 13.5 Transfer – Moving Days

- 13.5.1 A CCM will be granted up to seven (7) moving days in order to relocate to his base. It is understood that these are seven (7) of his allotted GDOs for the Block Month.
- 13.5.2 For an active CCM, these seven (7) days will be automatically placed on his schedule prior to the date the transfer takes place. If he does not want these moving days or would like to request fewer than seven (7) days, then he must send an email to Crew Planning on the first day of the Block Month previous to the Block Month where the moving days would be placed.
- 13.5.3 All costs associated with a transfer are at the Crew Member's expense.

### 13.6 Mutual Base Exchange

- 13.6.1 A Vacancy must exist if a CCM would like to transfer to a base. The Company and the Union agree that we will also accept an application for a CCM to transfer into another base at times where a vacancy does not exist, if a CCM from the base of interest (and holding the same qualifications) is willing to conduct a Mutual Base Exchange.
- 13.6.2 The Company will post the name, classification, current Base and Base of Interest at any time of the year when a vacancy does not exist of any CCM who would like to request a Mutual Base Exchange. When we have a match for the Mutual Base Exchange, it will be approved in seniority order pending the following:
- Base Exchange must be permanent
  - Both hold the same qualifications (FA or CSM). Please note that a CSM may elect to downgrade to FA status in order to transfer provided that there is a downgraded CSM within his base who is able to move into the position vacated by the CSM exchanging bases. It is further understood that the CSM that has voluntarily downgraded will remain at FA status until there is a CSM vacancy within their new base.
  - Exchange approval must be confirmed by the first day of the Block Month prior to the Block Month when the exchange is taking place.
  - Exchange date is based on the first day of a Block Month.

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**ARTICLE 14. EXPENSES****14.1 Per Diem**

14.1.1 A CCM will be paid Per Diem based on Government of Canada published allowances for Government employees travelling on business (national Joint Counsel Travel Directive, Appendices C and D), as revised on April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

14.1.2 Amount will be converted into Canadian dollars based on the exchange rate applicable on the effective date of rate table (i.e. April 1<sup>st</sup> or October 1<sup>st</sup> exchange rate into Canadian dollars).

14.1.3 These rates will go into effect on the first (1<sup>st</sup>) day of the month the rate chart is published.

14.1.4 Calculation of per diem pay is as follows:

- a) For a layover, per diem will be paid from chocks on until chocks off at layover station.
- b) For a deadhead, per diem will be paid from scheduled departure to scheduled arrival.
- c) Per Diem does not apply on a turnaround flight.
- d) Per Diem does not apply at all inclusive destinations
- e) For Split Flight Duty periods Per Diem will be paid for the duration of the Duty Period.

14.1.5 A CCM will be reimbursed for pre-authorized expenses incurred on a trip not covered by per diem. Reasonable proof of additional expenses shall be submitted for reimbursement.

14.1.6 A detailed summary of how credit hours, overtime and per diems were calculated will be provided (electronically or paper) to each CCM each month.

14.1.7 A CCM shall receive a per diem for incidentals when on a layover at an all-inclusive hotel based on Government of Canada published incidental allowances for Government employees traveling on business, as revised on April 1<sup>st</sup> and October 1<sup>st</sup> of each year. The CCM will receive the full incidental per diem for each 24 hour period or part thereof.



## 14.2 Hotel Accommodation

- 14.2.1 In addition to the Per Diem outlined in Section 14.1, the Company will provide single room hotel accommodation to all CCMs for all scheduled ground stop periods away from Home Base and / or unforeseen delays in excess of eight (8) hours. It shall be the responsibility of the Company to make the necessary hotel reservations.
- 14.2.2 When a Duty Period includes four and a half (4.5) hours on the ground or more (chock on, chocks off) and chocks on commences between 2100 and 0600 local time, a CCM shall be provided a private hotel room.
- 14.2.3 Upon completion of a Duty Period that exceeds sixteen (16) hours, or fifteen (15) hours when operating a red-eye flight, terminating at Home Base the CCM shall, upon request, be provided with a hotel room at the Company's expense but will not be provided a per diem.
- 14.2.4 The Company will consult with the Hotel and Transportation Committee a minimum of twice per year to:
- a) Discuss comments and complaints received about our contracted hotels
  - b) Ensure that hotels meet the minimum established criteria
  - c) Request changes to hotels if said hotels do not meet the established criteria

Hotel accommodation will be located in an area that has access to restaurants and other amenities, unless minimum Crew Rest would be compromised. A hotel in close proximity to the airport may be used if the layover period is less than fourteen (14) hours. Considering travel time as a result of weather conditions, airport hotels may be used to ensure proper Crew Rest.

### 14.2.5 The Company will contract hotels using the following criteria:

- Private, single occupancy
- Functional climate control, where available, controllable by the occupant of the room
- Functional lighting and plumbing
- In-room internet where available
- Black out curtains
- No ground floor rooms
- Hotel restaurant or 24 hr room service

14.2.6 When a change of hotel is required or a new destination is serviced, a member of the Hotel Committee will be contacted to discuss such change.

**14.3 CCM Transportation**

14.3.1 The Company shall provide transportation for CCMs when required as follows:

- a) To and from the airport and the hotel when the CCM is away from Home Base;
- b) To and from a training facility when the training facility is not at the CCM's Home Base;
- c) From the Sunwing office to the airport (if not at the airport) and from airport to the Sunwing office (if not at the airport).

**14.4 VISA/ Passport/Travel Documents/Inoculations, etc**

14.4.1 The Company agrees to pay the full cost of any Canadian Passport, Visa, travel document(s) that are required for a Canadian Passport holder. For holders of Foreign Passports, costs will be paid up to the maximum of the cost for a Canadian Passport holder. All CCMs are required to have a current passport.

14.4.2 The Company will be required to pay for any required inoculations as dictated by the Travel Information Manual (TIM).

14.4.3 A CCM is responsible to book his RAIC appointment on a date where he is not assigned a duty. If a CCM has a scheduled appointment with the RAIC Pass Office on a Grey Day and he risks not obtaining a RAIC in a timely manner if he misses such appointment, he may ask his Supervisor to notify Crew Scheduling that he is not to be assigned a duty on that day.

14.4.4 A CCM is responsible to ensure that he has six months validity on his passport. When renewing his passport, this is to be done on his GDOs or Grey Days. The CCM may advise his Supervisor that he is surrendering his current passport for renewal and that he will not be available for a Grey Day draft.

#### 14.5 On Board Sales Commission

14.5.1 Commission will be paid to CCMs for onboard Duty Free, Buy on Board (BOB) and Bar Sales in accordance with the following:

6% of the total deposit for each flight is allocated to commissions

14.5.2 The CSM will receive 2.4% and each Flight Attendant will receive 1.2%. The reason the CSM receives an additional 1.2% is due to the fact that they manage the onboard sales, take care of subsequent paperwork and ensure security of the ship set. Only the operating CSM is eligible for commissions. CCMs who may be assigned to additional duties (example: Cabin Safety auditors) are not eligible for the commission as they are not considered as the operating CCMs for that flight.

14.5.3 The commission will be paid monthly. It is paid one month in arrears.

#### 14.6 Airport Parking

14.6.1 The Company agrees to pay for the cost of airport parking (one spot) when CCMs are required to park at the airport.

#### 14.7 Crew Meal

14.7.1 Each CCM will be provided with a 1.5L bottle of water for their duty period. For flights less than two (2) hours, a snack tray is provided. For flights exceeding two (2) hours a meal will be provided to each CCM. If neither is available for whatever reason, no monetary compensation is provided.

14.7.2 A CCM is permitted to bring their own food onboard as long as they follow all applicable Government Regulations regarding carriage of food items.

14.7.3 If a CCM elects to carry his own food onboard it must be contained in his company issued lunch tote or luggage.

**ARTICLE 15. COMPENSATION & BENEFITS****15.1 Minimum Monthly Guarantee (MMG)**

- 15.1.1 A CCM will be guaranteed a minimum of eighty (80) credit hours per Block Month when fit to fly and operating a full Block.
- 15.1.2 A CCM will be guaranteed a minimum of eighty five (85) hours per Block Month when fit to fly and operating a full Reserve Block.
- 15.1.3 A CCM will be guaranteed a minimum of forty (40) credit hours when fit to fly and operating a Mini Block.
- 15.1.4 The MMG will be prorated for a partial month.

**15.2 Newly Hired CCMs**

- 15.2.1 For the purpose of seniority and benefits, newly hired CCMs will be deemed hired on the first (1<sup>st</sup>) day of Initial Training subject to successful completion of training.
- 15.2.2 A newly hired CCM will start receiving the published pay rates on the first day after the completion of Initial Training. For the purpose of pay progression, the cumulative months of service will be considered to start on the first day of Initial Training.
- 15.2.3 A newly hired CCM will be eligible for Group Benefits after serving a period of six (6) cumulative months of service with the Company from the first (1<sup>st</sup>) day of Initial Training.

**15.3 Cabin Safety Managers (CSM)**

- 15.3.1 A new CSM may be required to operate two (2) "Shadow Flights" which are training flights where he is supported by a seasoned CSM. For these flights, the new CSM will receive his CSM rate of pay.
- 15.3.2 If a FA is required to operate in the role of a CSM he shall receive the CSM rate of pay.
- 15.3.3 If a FA is required to operate in the role of a CSM for more than fifty percent (50%) of his Block, he will be paid the CSM rate of pay for the entire Block Month.
- 15.3.4 A CCM who is upgraded from a FA to a CSM will receive a rate of pay that reflects an increase to his FA rate. To be clear, a FA who is upgraded to CSM will never receive a decrease in his hourly rate of pay.

**15.4 Rates of Pay**

FA Rate	June 16	June 17	June 18	June 19	June 20
0-6 mos	26.05	26.57	27.10	27.64	28.20
6 mos-12 mos	27.16	27.70	28.25	28.82	29.39
12 + mos	28.27	28.84	29.42	30.00	30.60
24 + mos	32.71	33.36	34.03	34.71	35.40
36 + mos	36.03	36.75	37.48	38.23	39.00
48 + mos	38.24	39.01	39.79	40.58	41.40
60 + mos	39.35	40.14	40.94	41.76	42.60
72 + mos	40.46	41.27	42.09	42.94	43.79
84+ mos	41.27	42.09	42.94	43.79	44.67
96+ mos	42.09	42.93	43.79	44.67	45.56
108+ mos			44.48	45.37	46.28
120+ mos					46.99

CSM Rate	June 16	June 17	June 18	June 19	June 20
0-12 mos	38.18	38.94	39.72	40.52	41.33
12 + mos	41.74	42.57	43.42	44.29	45.18
24 + mos	44.67	45.56	46.47	47.40	48.35
36 + mos	47.60	48.55	49.52	50.52	51.53
48 + mos	49.95	50.95	51.97	53.01	54.07
60 + mos	52.31	53.35	54.42	55.51	56.62
72 + mos	54.65	55.74	56.86	57.99	59.15
84+ mos	55.74	56.86	57.99	59.15	60.34
96+ mos	56.86	57.99	59.15	60.34	61.54
108+ mos			60.08	61.28	62.51
120+ mos					63.47

**15.5 Credits**
**15.5.1 General**

- a) It is understood and agreed that the compensation determined through the flight credit system provides for wages on a basis other than time worked. The compensation determined by the credit system is paid for all work performed by the Crew Member associated with their duties.
- b) It is understood and agreed that there will be no changes to the manner upon which the credit system is applied and the manner for which the compensation is calculated during the term of the Agreement.

15.5.2 **Months of Credits:** When a Duty Period starts in one month and ends in the following Block Month, it shall be credited to the month in which it started.

15.5.3 **Flight Credits:** A CCM shall receive credit equal to the greater of the following:

- a) The scheduled flight time;
- b) The actual flight time;
- c) Four (4) hours;
- d) A minimum of one (1) hour for every six (6) hour away from Home Base;
- e) One half of the actual Duty Period

15.5.4 **Delay with Passengers on board / providing service:** In a delay situation beyond thirty (30) minutes with passengers on board, CCMs will receive Flight Credits equivalent to half of the Total Time of delay.

15.5.5 **Layovers in Excess of Thirty-three (33) Hours:** For layovers exceeding 33 hours, a CCM will receive one (1) credit hour for each six (6) hours for the entire layover period. This payment is in place of, not in addition to, the trip guarantee.

15.5.6 **Deadheading Credits:**

- a) Duty Period consisting only of Deadheading: A CCM who serves a Duty Period consisting of deadheading will receive the greater of:
  - Half of the deadheading period calculated from actual departure time to gate arrival; or
  - Minimum Duty Period Guarantee of four (4) hours; or
  - One half of the actual Duty Period
- b) Duty Period Consisting of Deadheading and Operating a Flight: A CCM who serves a Duty Period consisting of deadheading and operating a flight will receive the greater of:
  - Half of the deadheading period calculated from actual departure time to gate arrival plus all flight credits operated in the Duty Period; or
  - Minimum Duty Period Guarantee of four (4) hours; or
  - One half of the actual Duty Period; or
  - For Duty Periods greater than twelve (12) hours, calculations shall be the Flight Time plus half of the remaining Duty Period.

Note: Deadheading in Flight Deck/Spare Cabin Crew Jumpseat:

A CCM will not be planned to deadhead in the Flight Deck/Spare Cabin Crew Jumpseat, however, he may be required to do so in unusual circumstances. In this situation, a premium of \$100 will be paid to the CCM.

**15.5.7 Reserve Duty Credits:**

- a) CCMs on reserve shall receive a credit of four (4) hours for reserve duty or actual flight credit, whichever is greater.
- b) For Reserve Block Holders refer to Article 15.1.2.

**15.5.8 Show-No-Go Credit:** If a CCM reports for duty for an expected flight and does not operate and is released by Crew Scheduling, he will receive a four (4) hour credit.

**15.5.9 Meeting Credit:** If a CCM is requested to attend a meeting he will be paid a four (4) hour credit.

**15.5.10 Office Day Credit:** Cabin Crew will receive a four (4) hour credit per day when scheduled to work an office day. This also applies to preparation for training and preparation for recruiting.

**15.5.11 Instructor Credits and Rate of Pay:**

An instructor will be paid a five (5) hour credit per day for a maximum of ten (10) hours of class time. This time includes preparation and any post-instruction work. If the class time is required to extend beyond the ten (10) hours, the CCM will receive half of the entire Duty Period for the day.

An instructor who is CSM qualified and scheduled to instruct while he is downgraded to FA status will be paid to instruct as his CSM rate of pay.

An instructor who is not CSM qualified will be paid at the entry level of CSM rate or the CSM rate that shows an increase in rate of pay.

**15.5.12 Training Credits:** A CCM will be paid four (4) credit hours per day for attending a training class. If the class time is required to extend beyond ten (10) hours, the CCM will receive half of the entire Duty Period for the day.

**15.5.13 Virtual Training Credits:** A CCM will be paid one (1) credit hour for every two (2) hours of time assigned to complete virtual training.

**15.5.14 Pre-Annual Recurrent Training Credits:** A CCM will be paid four (4) credit hours in the month of their ART to complete any pre-class assignments.



15.5.15 **Recruiting Credits:** A recruiter will be paid (5) hour credit per day for a recruiting assignment.

15.5.16 **Vacation Credits:** CCM will be awarded a four (4) hour credit per vacation day.

15.5.17 **Ferry Flight Credits:**

- a) A CSM will be paid full flight credit for operating a Ferry flight.
- b) A FA will be paid half (1/2) of the flight credit for the Ferry flight.
- c) A CCM will receive the greater of four (4) hours or one half (1/2) of the Duty Period.

15.5.18 **Multiple Stop Credits:** A one (1) hour credit will be paid for each Ground Stop where passengers remain onboard the aircraft.

## 15.6 Credit Protection

15.6.1 A CCMs published block will not be adjusted for the purposes of credit balancing.

- a) If a CCM accepts a pairing on a GDO or goes unforeseen to extend a duty day beyond 14/15 hours or is affected by Management Displacement and this results in an awarded pairing being removed, he will not lose the credit for the removed pairing. If the CCM is reassigned during the period of the removed pairing, he will receive the greater of the original removed pairing credit or the actual pairing credit worked.
- b) If the CCM prefers not to be reassigned he may request to be released and will not receive credit(s).

## 15.7 Premiums

### 15.7.1 Working on a GDO

- a) A CCM called for duty on a GDO will be paid at two (2) times their regular rate.
- b) Hours worked on a GDO will always count as credit in addition to the MMG but are not counted in hours worked when calculating overtime hours.
- c) When a CCM works on a GDO, the GDO will not be replaced,

Note that this policy does not apply to those Open Flying on a GDO, signing up for Availability Flying, accepting a flight switch or a giveaway on a GDO.

### 15.7.2 Extended Duty Periods

- a) When a Flight Duty Period is extended the following premiums apply:
  - Exceeds 14 hours = \$100.00
  - Exceeds 15 hours = \$200.00
  - Exceeds 16 hours = \$700.00
  - Exceeds 17 hours = \$800.00

Note: The above premiums are not cumulative.

- b) When a CCM deadheads in advance of an operating flight and the Duty Day extends beyond 14 hours, the CCM will be entitled to the premiums outlined in 15.7.2 (a).
- c) If a Flight Duty Period is planned in excess of 14 hours (i.e. augmented flight) and the actual operating time is less than 14 hours, the CCM will still receive an augment premium which is equal to \$100.00.

**15.8 Overtime**

- 15.8.1 For any hours worked between eighty (80) and ninety (90) hours per month, CCMs will be paid at their regular rate.
- 15.8.2 For any hours worked over ninety (90) hours per month, CCMs will be paid at one and a half (1 ½) times their regular rate.
- 15.8.3 Overtime rates are not cumulative to any rates paid for work on a GDO or a Vacation Day.

### 15.9 E.I. Reporting Hours

To fulfill the reporting requirements of Section 10.(1) of the Employment Insurance Act Regulation to provide evidence of the hours worked by CCMs for which they have been remunerated.

A simple formula provided in this article is necessary for this task of government reporting because:

- (a) The current Sunwing pay system, which is based on a Minimum Monthly Guarantee (MMG) and associated pay credits, does not make it feasible to report all CCMs hours of work for which there has been remuneration: and
- (b) The current Sunwing pay system is a longstanding compensation structure designed to deal with extremely complex work rules. The existing pay and operational tracking system which are based on industry-wide systems were never intended nor designed to report all hours worked covered by Sunwing's pay system.

As a result, and in order to report insurable hours on EI records of employment for CCMs, the following formula will be used:

All flight credit hours (regardless of the rate of pay) times a factor of 2.0 (e.g. one flight credit paid correspond to two (2) hours worked);

For example:

- 80 hours (guarantee MMG) + 4 hours = 84 hours X factor of 2.0 = 168 hours
- 168 hours, divided by 4.3 (based on a 30 day Block Month); or
- 39 hours 4 minutes per week to be reported as insurable EI hours of each week of that Block Month.

CCMs will be credited 37.5 hours per week when on injury leave or Short Term or Long Term Disability Insurance Program (EI Regulation 12 (1)(a));

CCMs on a full time flight release for Union business, or any ground duties, will also be reported at the sum of their weekly hours multiplied by a factor of 2 per week.

**ARTICLE 16. TRAVEL BENEFITS**

16.1.1 The Company Travel Policy may be amended from time to time at the sole discretion of the Company.

**ARTICLE 17. RETIREMENT SAVINGS PLAN****17.1 Company Retirement Savings Plan**

17.1.1 A Company Retirement Savings Plan for CCMs will be made available after completion of one (1) year of employment, defined as twelve (12) cumulative month's employment by the Company. Booklets with full details shall be provided to the CCMs.

**17.2 Contributions**

17.2.1 CCMs may contribute any amount to the Company Retirement Savings Plan. The Company will continue to match these contributions as follows:

- After one (1) year, the Company will match up to two (2) percent of his base salary. If the CCM chooses not to participate when first eligible, he may elect to become a member as of any future January 1.
- After three (3) years of participation in the Company Retirement Savings Plan, the Company will match up to three (3) percent of his base salary.

17.2.2 For the purpose of determining the Company's matching contributions, the CCMs participation in the plan will be determined as of each January 1<sup>st</sup> and July 1<sup>st</sup>.

17.2.3 Contributions will be made to the maximum permissible contribution under the Income Tax Act.

**17.3 Conditions**

- 17.3.1 If the CCM leaves the Company for any reason before his retirement, the benefit payable from the Retirement Savings Plan will depend upon his length of membership in the Plan.
- 17.3.2 If the CCM has completed less than two (2) years of membership in the Plan when he leaves the Company, the member is entitled to receive his own contributions plus accumulated investment income.
- 17.3.3 If the CCM has completed at least two (2) years of membership in the Plan when he leaves the Company, the CCM is entitled to receive his contributions and one hundred percent (100%) of the Company's contributions plus accumulated investment income.
- 17.3.4 Upon leaving the Company a CCM may receive the amount payable in a lump sum cash payment, less withholding tax. As an alternative, he may transfer the amount payable to his personal RRSP with no tax withheld to the maximum possible contribution to the Income Tax Act.

**ARTICLE 18. MEDICAL & DENTAL PLAN****18.1 Group Benefits**

- 18.1.1 Each CCM shall be covered by the Company's group benefits as provided to the Union during bargaining. These include and are not limited to; short term disability, provincial medical premiums at the CCM's province of residence, group insurance, extended medical and dental benefits.
- 18.1.2 Any matter respecting participation in the plans and entitlement under the plans is not capable of being a difference between a member of the bargaining unit and the Company or a difference between the Parties and is, therefore, not subject to the grievance and arbitration procedure under this agreement.
- 18.1.3 All matters respecting participation in the plans and entitlement under the plans are matters between the insured and the insurer and the Company's sole obligation is to pay the billed premiums.

**18.2 Joining the Benefit Plan**

- 18.2.1 CCMs are required to join the benefit plan as a condition of employment. Group Insurance and Benefit Information booklets shall be provided to the CCMs.

**18.3 Changes to the Plan**

- 18.3.1 After advising the Union of any proposed changes in advance and providing the Union an opportunity to provide input into the proposed changes, the Company has the right to amend the coverage and to change insurance carriers, provided that the premium share arrangements are not altered and that the coverage as a whole is not substantially reduced.
- 18.3.2 In the event that the Company, or any other Bargaining Unit within Sunwing Airlines increases any coverage or benefits related to this Article, those benefits will supersede and replace the current benefits within this Article.



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**ARTICLE 19. PROBATION****19.1 Cabin Crew Probation**

19.1.1 A CCM will be required to serve a Company probationary period of one hundred and eighty (180) cumulative days of active service which will commence on his first scheduled flight after his line indoctrination flight.

19.1.2 The Company reserves the sole right to dismiss a CCM during this probationary period for any reason satisfactory to the Company.

19.1.3 A CCM dismissed during his probationary period, other than dismissal for cause, shall only be entitled to the minimum notice as required under the Canada Labour Code.

**19.2 Cabin Safety Manager (CSM) Probation**

19.2.1 CCMs who are upgraded to the position of CSM will be required to serve a probationary period of one hundred and eighty (180) cumulative days of active service in the position.

19.2.2 The Company reserves the sole right to downgrade a CSM to his Flight Attendant status during his probationary period.

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## ARTICLE 20. DISCIPLINARY PROCESS

### 20.1 Provisions

20.1.1 The parties acknowledge that in drawing up the provisions of this Article, they recognize and endorse the following principles, in the case of all disciplinary action and discharges:

- a) Disciplinary progression within the limits recognized by the steps listed within this article
- b) It is in everyone's interest to rehabilitate the employee rather than use punitive measures.

20.1.2 The Company will exercise its rights hereunder in a fair and reasonable manner, in good faith and without discrimination, in keeping with the provisions of this Agreement. No employee shall be disciplined or discharged except for just cause, subject to Article 19.1.2.

20.1.3 If disciplinary action is warranted, the VP Inflight Operations, or his designate will begin such action at the first step of the discipline process. In the event of a more serious nature, the Company may initiate the progressive discipline process at any step.

### 20.2 Disciplinary Action

20.2.1 When disciplinary action is contemplated, the CCM may be held out of service for not more than fourteen (14) consecutive calendar days in order for a thorough investigation to be conducted.

20.2.2 Whenever a CCM is to be called to a meeting with the Company for any discussions that may result in any form of discipline, the CCM shall be informed of the nature of the intended discussion. The CCM has the option to have a Union Representative present.

#### 20.2.3 Progressive Discipline Process

- a) **First Step:** A verbal warning, which will be accompanied by a letter.
- b) **Second Step:** A letter of warning will be issued by the V.P. Inflight Operations or his designate.
- c) **Third Step:** A letter of warning will be issued by the V.P. Inflight Operations or his designate. The letter may be accompanied by a suspension without pay, or discharge, depending upon the frequency and/or seriousness of the offense.

**20.3 Claim by the Union on Behalf of the CCM**

20.3.1 A claim by the Union on behalf of the CCM who has been disciplined, suspended or discharged without just cause shall be treated as a grievance, if a statement of such grievance is filed at Second Step of the Grievance Procedure within ten (10) business days after the CCM has been disciplined, suspended or discharged by the Company.

**20.4 Disciplinary Notation on File**

20.4.1 If the CCM has no further disciplinary notations for twelve (12) cumulative months or twenty-four (24) calendar months, whichever is shorter, from the issuance of the disciplinary notation, then any disciplinary notation of less than three (3) days suspension will be removed from the CCMs file.

20.4.2 If the CCM has no further disciplinary notations for twenty-four (24) cumulative months or thirty-six (36) calendar months, whichever is shorter, from the issuance of the disciplinary notations, then any disciplinary notations of suspension of three (3) days or more will be removed from the CCMs file.

20.4.3 CCMs shall be entitled to review the disciplinary notations on his file upon two (2) business days notice being given to the Company. If the file cannot be made available within this time frame, the Company will contact the Union with an explanation and an action plan to provide the requested information as soon as possible.

**ARTICLE 21. GRIEVANCE PROCEDURE**

It is the expressed desire of both the Union and the Company to resolve any CCM complaint as quickly as possible.

**21.1 Issue of Concern**

21.1.1 A CCM who feels he has an issue or grievance should first attempt to settle this issue with a Base Supervisor or their delegate.

21.1.2 The CCM who may wish to consult with the Union, will submit to a Base Supervisor a written notification of the Issue of Concern. This document will be submitted within fifteen (15) business days from the recognition of the occurrence.

21.1.3 The Base Supervisor will have ten (10) business days to respond in writing to the Issue of Concern. If the CCM is not satisfied with the response from the Base Supervisor, he has ten (10) business days to submit as a Step One grievance.

**21.2 Step One Grievance**

21.2.1 The grievance must be submitted in writing by the Union to the Base Manager no later than fifteen (15) business days after the CCM has received a written response from his Base Supervisor regarding the Issue of Concern.

21.2.2 The Base Manager or his designate will have ten (10) business days to respond in writing at the Step One Grievance. The Union or the Company may request a face-to-face meeting or a conference call to discuss the grievance in an effort to resolve.

21.2.3 If the Grievance is not settled, it may be raised to Step Two Grievance provided the grievance is filed within ten (10) business days of the Step One response.

### 21.3 Step Two Grievance

21.3.1 The Union and the VP, InFlight Operations or his designate will meet within ten (10) business days of the submitted Step Two Grievance.

21.3.2 The Union or the Company will submit a written response within ten (10) business days after the meeting.

21.3.3 If either party is dissatisfied with the written response, either party has sixty (60) calendar days from the date of the response (or lack thereof) to refer the matter to arbitration.

Note: Business day is defined as Monday to Friday, excluding weekends and holidays.

### 21.4 Policy Grievance

21.4.1 A Policy Grievance is, by its nature, a grievance that cannot be grieved by an individual CCM or a group of CCMs. A Policy Grievance filed will be entered at the Step Two Grievance procedure.

21.4.2 The Company and the Union shall be given every opportunity to present oral or written submissions and call witnesses.

21.4.3 All CCM witnesses called by the Union will be granted the time off needed, subject to requirements of the operation, in order to make their deposition.

21.4.4 Where the Company requests that an employee attend any meetings referred to in this Article, he will receive four (4) hours credit for each meeting / hearing with the Company or, where released from a flight, the scheduled flight time credits for the flight. The Company will also provide transportation if necessary.

21.5 At the request of the Union or the Company, the other party will make available copies of any documents relevant to the grievance.

21.6 A CCM will not be sanctioned for having filed a grievance. If, because of any hearing or grievance as provided herein, the decision is to exonerate the CCM, his personnel file will be cleared of all charges and all reference thereto will be removed from all files.

21.7 All the limits as specified under the Grievance procedure may be extended by mutual consent of the parties set out in writing.

**ARTICLE 22. ARBITRATION****22.1 Arbitration Agreement**

22.1.1 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure as outlined above, and which has not been settled, may be referred to arbitration at the written request of either parties hereto.

22.1.2 A sole arbitrator will be chosen who is mutually acceptable to both parties.

**22.2 Decision of the Arbitrator**

22.2.1 The decision of the sole arbitrator constituted in the above manner shall be binding on both parties.

**22.3 Powers of the Arbitrator**

22.3.1 The sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions, nor give any decision inconsistent with the terms and provisions of this Agreement.

**22.4 Cost of Arbitrator**

22.4.1 Each of the parties to this Agreement will bear one half of the expenses and fees of the sole arbitrator.

**22.5 Multiple Grievances**

22.5.1 If there should be an accumulation of grievances to be referred to arbitration, then one arbitrator may be constituted to deal with all such grievances provided the parties specifically agree to such procedure in writing.

22.5.2 Witnesses and representatives who are CCMs of the Company and are required to attend an arbitration hearing, shall be given time off and his MMG will be protected.



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**ARTICLE 23. NO DISCRIMINATION OR HARRASMENT****23.1 Obligation**

The Company, the Union and the Employees agree that they all have an obligation to ensure a respectful workplace in accordance with the provisions of the Canadian Human Rights Act.

**23.2 Agreement**

- 23.2.1 The Company, the Union and the Employees therefore agree that there shall be no discrimination or harassment by reason of race, creed, ancestry, place of origin, colour, ethnic origin, citizenship, record of offences, political or religious affiliation, gender, sexual orientation, age, marital or family status, disability or membership or non membership in a trade union. This includes rights to be free from sexual harassment and from any reprisal or threat or reprisal for reporting such behaviour.
- 23.2.2 The prohibition within the above clause with respect to disability shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of his duties of a position by reason of disability.
- 23.2.3 All employees must report discrimination or harassment to the Company, which will address and resolve such complaints.
- 23.2.4 It is understood that the Union and the Company will work together to resolve the concern.
- 23.2.5 All CCMs must be trained in Harassment and Non-Discrimination policies in Initial Training and in subsequent Annual Training.
- 23.2.6 The Company will maintain an Anti-Discrimination and Harassment policy and procedure which will provide for a safe and efficient process for the resolution of complaints. The policy will provide notice to the Union of all complaints involving members of the bargaining unit. This policy will be posted for all CCMs and for the Union.
- 23.2.7 It is understood that employees who engage in harassing or discriminatory conduct may be subject to discipline up to and including dismissal.
- 23.2.8 The Company Policy will be jointly reviewed within six (6) months upon ratification of this agreement with all affected parties.

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**ARTICLE 24. INVESTIGATION, INCIDENTS OR ACCIDENTS**

- 24.1.1 Where a CCM is involved in an accident related to the operation of an aircraft, he may be held out of service, with pay, pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada or the appropriate accident investigation body.
- 24.1.2 When a CCM is held out of service the Company will provide the CCM with written confirmation of the holding out of service with the reasons therefore, within seven (7) calendar days of the holding out of service taking effect.
- 24.1.3 Following an incident or accident, a CCM may be required to undergo an immediate medical examination by a designated Aviation Medical Examiner (AME).
- 24.1.4 Where disciplinary or discharge action is taken following an incident or accident the grievance procedures will apply.
- 24.1.5 The Union will be notified by the Company as soon as possible of an accident or incident that involves a CCM.
- 24.1.6 The Company shall provide legal advice and assistance to an employee who is required to be part of legal proceedings as a result of actions committed while carrying out his duties on behalf of the Company.
- 24.1.7 The Company shall undertake to hold the CCM blameless unless the CCM has acted with gross negligence or voluntary misconduct.
- 24.1.8 A grievance arising from the application of this clause shall begin at Step Two of the grievance procedure.
- 24.1.9 Following an accident, best efforts will be made by the Company to protect a CCM from the media and investigation officials (when legally possible) for a period of twenty-four (24) hours.

## 24.2 Prisoner of War, Hostage, Hijacking, Internment or Missing

- 24.2.1 **Method of Payment:** A CCM who, while on assignment or engaged in the course of his duties for the Company, is captured, taken prisoner, confined or held hostage, or who is missing in action, is paid one hundred percent (100%) of his salary in effect at the time of the incident, until such time as he is released or recognized as legally deceased. In any case, if the CCM is not found and no proof of death is established within a period of 12 months following the disappearance, the payment of the base monthly salary will be discontinued by the Company.
- 24.2.2 **Remuneration:** The basic monthly salary mentioned in Section 15.4 will be deposited in the personal account of a CCM without interest and must be distributed by the Company in whole or in part according to the written instructions provided by the CCM. It will not be deposited to the benefit of a CCM who has been placed under arrest by an authority recognized by the government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.
- 24.2.3 **Request for Instruction:** The Company must ask each newly hired CCM to provide his instructions with respect to this Article in accordance with the instruction request form set in the document. The Company must ask all CCMs currently in its employ, to fill in the aforementioned form, which must be returned as soon as possible to the Company.

**PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING FORM LETTER**

To: Sunwing Airlines Inc.

Date: \_\_\_\_\_

You are hereby directed to pay all monthly compensation allowable to me, from Sunwing Airlines Inc. under the terms of Section 24.2 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

\_\_\_\_\_ percent of such Compensation to:

\_\_\_\_\_ (Name and Address) as long as living and thereafter to:

\_\_\_\_\_ (Name and Address ) as long as living.

The balance, if any, and any amounts accruing after the death of all persons named in the above designations shall be held for me. In the event of my death before receipt thereof, said balance and amounts accruing shall be paid to the legal representative of my estate.

A letter signed by the undersigned may modify the foregoing direction from time to time and any such modifications shall become effective upon receipt of such letter by you.

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further. I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

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**ARTICLE 25. SPECIAL OPERATIONS**

- 25.1 The parties recognize that the operation of sub-contracts, special Charter flights (e.g. EAA, TVS, etc.) or adhoc flights may be advantageous to both the Company and to the CCMs by providing working conditions and exceptional opportunities overseas and in North America.
- 25.2 In the event that any potential opportunity arises that would require changes to the terms listed in the Collective Agreement, the Company will notify the Union in order to negotiate any particular work conditions through a Letter of Understanding (LOU).



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**ARTICLE 26. HEALTH AND SAFETY**

26.1.1 The Union and the Company, as a matter of principle, recognize that occupational health and safety is a shared concern. While it is the duty of the Company to ensure the health & safety at work of every person employed is protected, both parties and all employees will cooperate on improving rules and practices which will enhance the physiological and social well being with respect to the working conditions for all employees in accordance with Part II of the Canada Labour Code, the Canadian Health and Safety Regulations and Aviation Occupational Health and Safety Regulations.

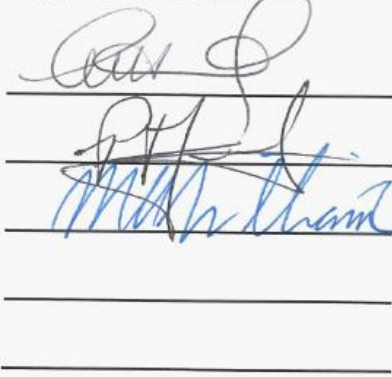
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**ARTICLE 27. TERMS OF COLLECTIVE AGREEMENT**

This Collective Agreement shall be in effect and continue in full force until it expires at midnight of May 31, 2021 subject to Letters of Understanding (LOU) as agreed to by the Company and the Union from time to time. This Agreement shall renew itself without change each succeeding year until written Notice to Bargain is served by either party within one hundred and twenty (120) days and forty-five (45) days prior to the expiry date. In the event that Notice to Bargain is given, this Agreement shall remain in full force and effect while negotiations are being carried on for the renewal of this Agreement until such time as the parties are in a strike or lockout position as prescribed by the Canada Labour Code.

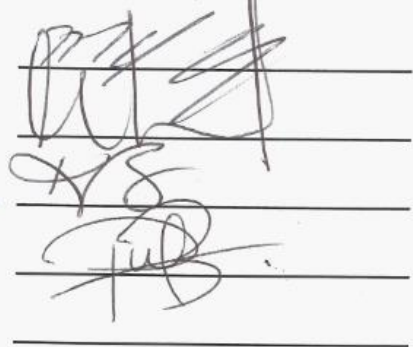
Signed by the parties this 28<sup>th</sup> day of January, 2017

FOR SUNWING AIRLINES INC.



Handwritten signatures for Sunwing Airlines Inc. on four horizontal lines. The signatures are in black and blue ink.

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES CUPE, LOCAL 4055



Handwritten signatures for the Canadian Union of Public Employees (CUPE, Local 4055) on four horizontal lines. The signatures are in black and blue ink.

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## LETTER OF UNDERSTANDING

### LOU No. 2017 - 01

This Spring TUI – Netherlands is offering the opportunity for CSMs from Canada to operate on the C-Reg aircraft that will be based in Amsterdam. We will have three (3) Canadian registered aircraft based there with flights commencing on April 20<sup>th</sup>, 2017.

This program is projected to run for a period of just over six (6) months. We will run three (3) deployments of approximately ten (10) weeks per term. We are able to deploy eighteen (18) CSMs per term. It is understood that this number may change based on scheduling requirements.

Here are the terms and conditions for this deployment that we have available at this time:

#### Scheduling:

- All CSMs at all bases have the ability to bid on each deployment. Assignment will be awarded in CSM Seniority order. (To be clear, those who are at Seasonal Bases will be eligible for these assignments if/when their base is closed).
- Note that those CSMs who are currently on a “Voluntary Downgrade” under Article 13.6 (from November 1, 2016-October 31, 2017) will only be eligible to hold an assignment if there are still vacancies after all other CSMs have bid and are awarded positions.
- We anticipate the requirement of eighteen (18) CSMs per deployment, however, TUI-NL may adjust if required.
- We anticipate that the first group of deployed CSMs will depart Canada a few days prior to the first scheduled flight which is April 20, 2017.
- CSMs will bid as per normal through the Sunwing bidding system – Amsterdam Base. Rules will be the more restrictive of the EASA regulations and the Sunwing Cabin Crew Collective Agreement.
- Any CSM who is holding scheduled vacation during their awarded term will be required to move that vacation to an available slot during the vacation year. If your vacation is scheduled in this vacation year (i.e. up to April 30, 2017) we will permit you to carry over any vacation time to the next vacation year in order to bid for this assignment.
- TUI-NL will arrange the applicable Service/CSM training prior to the start of the assignment.

- Once work permits are confirmed, the assignments are considered final. For example, if on the first term we were informed that we no longer required all eighteen (18) CSMs, a CSM who is removed cannot request to be placed onto a different term even if their have a higher CSM seniority number.
- If during the term of the deployment we are advised that we need to decrease the number of CSMs on the program, we will first survey the CSMs on the specific term to see if anyone would prefer to be removed prior to removing CSMs in reverse order of seniority.
- Sunwing Airlines will provide transportation to/from Amsterdam.
- Any CSM who should be scheduled for training during the time they are deployed will have their training scheduled prior to departure from Canada.

**Accommodation:**

TUI-NL will be providing hotel accommodation which has the following amenities available:

- Mini fridge in room
- Access to a lounge with microwave
- Laundry facilities
- Shuttle to/from airport

**Compensation:**

- A per diem rate of £85 GBP per day will be paid while on the TUI-NL assignment from actual arrival time in Amsterdam until the date/time of departure. The rate is based on the thirty day average Bank of Canada rate and paid in Canadian dollars.
- The Company will make arrangements for a portion of the per diem to be paid in advance of the CSMs departure.
- Each CSM assigned to this deployment will receive \$75 per month to cover banking fees. A partial calendar month will be pro-rated.
- CSMs on this assignment will be permitted to expense a monthly transit pass. In order to expense, original receipts must be submitted on a Company Expense Form.
- Time worked on this deployment is counted towards a CSMs pay progression.
- Commissions paid for onboard sales will be in accordance with the payments made to TUI-NL crews which is 2% to each CSM (2% of total Euros sold on the flight). Commissions will be converted to Canadian dollars and paid to each CSM only when the six month deployment is complete.

**How to Apply:**

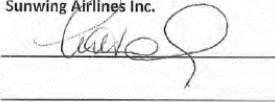
- CSMS interested in this opportunity are asked to submit your interest by sending an email to [mhowley@flysunwing.com](mailto:mhowley@flysunwing.com) no later than 0900 (YYZ time) on February 9<sup>th</sup>, 2017. Applications received after this deadline time/date will not be considered. This posting must close at this time in order for the Company to commence working on all work permits.
- Your bid must state which deployment(s) you are bidding on and in your priority order. Be very clear in your email of your intent. If you are not specific indicating your intent (i.e. which term) then we will assign based on availability and seniority.

TERM #1            April 15 – June 30  
TERM #2            June 25 – September 7  
TERM #3            September 1 – November 7

This Letter of Understanding now forms part of the Collective Agreement.

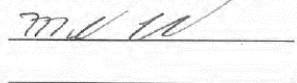
IN WITNESS THEREOF, the parties have signed in Toronto this 24<sup>th</sup> day of the month of February 2017.

Sunwing Airlines Inc.



\_\_\_\_\_

C.U.P.E. Airline Division Local 4055



\_\_\_\_\_



**LOU No. 2017 - 02**

For the term indicated below Sunwing Airlines will award Cabin Safety Specialists to the specific assignment listed below. It must be understood that although this position is outside of the Bargaining Unit, Article 5.4.2 of the Collective Agreement will not apply to Cabin Safety Specialists assigned to this deployment. All other articles of the Collective Agreement are still applicable unless specifically addressed within this LOU.

**Overseas Deployments in 2017 are scheduled as follows:**

Host Operator	Base Location	Scheduled Dates
Thomson	BFS (Belfast, Northern Ireland)	May 18 – Jun 30
Thomson	DUB (Dublin, Ireland)	May 01 – Oct 31
Thomson	LBA (Leeds, England)	Apr 28 – Nov 01
Thomson	NWI (Norwich, England)	Apr 29 – Nov 01
Travel Service	LYS (Lyon, France)	Jun 04– Nov 07
Travel Service	LIL (Lille, France)	Jun 04 – Sep 29

*\*Dates and locations are subject to change as per the requirement of the host operator.*

**THE FOLLOWING TERMS AND CONDITIONS APPLY WHILE ON THESE ASSIGNMENTS**

**Rate of Pay**

- A Cabin Safety Specialist will receive a flat rate salary of \$4000.00 CAD for each month. This salary covers all duties including office and training assignments as well as flights operated. If the CCM is a Cabin Safety Manager (CSM) with a minimum of sixty (60) months of service or greater and would be operating as CSM-at their Home Base during the Block Month they are assigned as an Overseas Specialist, then their pay will reflect eighty (80) hours at their regular rate of pay CAD for each month.
- Time worked on overseas assignments is counted towards a Cabin Crew Member’s pay progression.

**Expenses and Accommodation**

- All Operators
  - A Cabin Safety Specialist will receive \$75.00 CAD per month to cover banking fees. This amount will be pro-rated based on partial months.
  - The Company will provide each Cabin Safety Specialist with adequate medical insurance that is valid at all times when abroad.

- **Thomson**
  - The per diem rate while on the Thomson assignment will be £85.00 GBP per day from actual arrival date to perform the duties of the specialist position to departure date when the specialist position duties are complete.
  - A mid-size (European Standard Transmission) rental car will be provided with full insurance coverage that covers the Cabin Safety Specialist and a 2nd driver, which is restricted to a family member. Additional coverage is at the Cabin Safety Specialist's expense.
  - A Cabin Safety Specialist will receive an allowance of £25.00 GBP per month for phone charges.
  - There is no additional per diem paid (in excess of the £85.00 GBP) when travelling to another overseas city while on this assignment.
  - The Specialist will be provided with suitable furnished accommodation which will include cooking facilities and parking at no cost.
  - If the company provided accommodations exceed 25 kilometers from the reporting base, the Cabin Safety Specialist will be recompensed for the additional mileage.
- **Travel Service**
  - The per diem rate while on the Travel Service assignment will be \$215.00 USD per day from actual arrival date to perform the duties of the specialist position to departure date when specialist position duties are complete. The Cabin Safety Specialist will be responsible to provide their own accommodation and car rental/transportation, however Sunwing will provide up to seven (7) days of car rental from the arrival date, if required and requested.
    - On request, if the Company provides hotel accommodation for the Cabin Safety Specialist then the sum of \$90.00 USD dollars will be deducted from the daily allowance.
  - A Cabin Safety Specialist will receive an allowance of \$36 USD per month for phone charges.
  - There is no additional per diem paid (in excess of the \$215.00 USD) when travelling to another overseas city while on this assignment.
  - Note: If the CCM has already arranged for their own accommodations, and the term of the operation is cancelled or reduced, the Company will be responsible to pay up to ninety (90) US dollars per night for any monies that the CCM is not able to be reimbursed for cancelling their accommodation. The CCM must present an official receipt for payment which must be submitted on a Company Expense Form.

**Scheduling**

- A Cabin Safety Specialist Home Base will be his/her International Base where assigned upon commencement of the Specialist duties.
- The Specialist will hold ten (10) GDOs per month which will be taken at the International Base. One GDO per month will be banked.
- Crew Rest Article 9.11.4 will not apply to this assignment.
- A Cabin Safety Specialist may take one week of their allotted vacation if they are on assignment greater than ninety three (93) days. No additional GDOs may be attached to the VGDOs that are scheduled with the vacation days.

**Family Travel**

- Family travel will be provided for one (1) return trip for each half term Deployment (minimum three months).
- Family member is defined in accordance with HR policies.

IN WITNESS THEREOF, the parties have signed in Toronto this 25<sup>th</sup> day of the month of March 2017.

Sunwing Airlines Inc.



C.U.P.E. Airline Division Local 4055

