

# COLLECTIVE AGREEMENT

Between



Swoop Inc.

and



CUPE Local 4070

October 1, 2021 to September 30, 2026

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE ..... 8

ARTICLE 2 - DEFINITIONS ..... 9

ARTICLE 3 - MANAGEMENT RIGHTS ..... 11

ARTICLE 4 - UNION RECOGNITION..... 12

    4-1    GENERAL ..... 12

    4-2    UNION ORIENTATION ..... 12

    4-3    NO REPRISAL ..... 12

    4-4    NON-APPLICATION OF AGREEMENT ..... 12

ARTICLE 5 - DISCRIMINATION OR HARASSMENT ..... 13

ARTICLE 6 - SCOPE ..... 14

    6-1    GENERAL ..... 14

    6-2    BARGAINING UNIT WORK ..... 14

    6-3    JOB SECURITY ..... 14

ARTICLE 7 - CLASSIFICATION ..... 15

    7-1    GENERAL ..... 15

    7-2    FLIGHT ATTENDANT ..... 15

ARTICLE 8 - AMENDMENTS TO THE AGREEMENT ..... 16

ARTICLE 9 - STRIKE/LOCKOUT ..... 17

ARTICLE 10 - DEDUCTION OF DUES ..... 18

ARTICLE 11 - UNION FLIGHT RELEASE..... 19

    11-1    GENERAL ..... 19

    11-2    REQUEST FOR TIME OFF PROCESS..... 19

    11-3    UNION TIME BANK ..... 19

    11-4    UFR FOR CONTRACT NEGOTIATIONS AND RATIFICATION ..... 20

    11-5    MONTHLY FLYING..... 20

    11-6    CANCELLATION OF UFR ..... 20

    11-7    REIMBURSEMENT TO THE COMPANY ..... 20

    11-8    TRAVEL COSTS ..... 21

    11-9    UNPAID UFR FOR CUPE NATIONAL AND CUPE DIVISION ELECTED OFFICIALS OR  
            APPOINTMENTS..... 21

ARTICLE 12 - UNION-MANAGEMENT RELATIONS..... 22

    12-1    UNION-MANAGEMENT COMMITTEE ..... 22

    12-2    UNION FLIGHT RELEASE FOR COMMITTEES ..... 22

ARTICLE 13 - UNION COMMUNICATION ..... 23

ARTICLE 14 - PROBATION..... 24

ARTICLE 15 - SENIORITY ..... 25

15-1	FLIGHT ATTENDANT MASTER SENIORITY LIST .....	25
15-2	CORRECTION TO MASTER SENIORITY LIST .....	25
15-3	ATTRIBUTION OF POSITION ON MASTER SENIORITY LIST.....	25
15-4	FORFEITURE OF SENIORITY .....	25
15-5	TRANSFER TO A TERM POSITION OUTSIDE OF THE BARGAINING UNIT.....	25
15-6	TRANSFER TO A PERMANENT POSITION OUTSIDE OF THE BARGAINING UNIT .....	25
15-7	TRANSFER TO A POSITION OUTSIDE OF THE BARGAINING UNIT FOR MEDICAL REASONS.....	26
ARTICLE 16 - NON-BARGAINING UNIT EMPLOYEES AND INFLIGHT DUTIES .....		27
ARTICLE 17 - ACCOMMODATION .....		28
17-1	GENERAL .....	28
17-2	UNION REPRESENTATION.....	28
17-3	MEDICAL ACCOMMODATIONS .....	28
17-4	PREGNANCY ACCOMMODATION.....	28
17-5	BREASTFEEDING ACCOMMODATION.....	28
17-6	TRAVEL PRIVILEGES .....	29
ARTICLE 18 - BENEFITS .....		30
ARTICLE 19 - TRAVEL PRIVILEGES .....		31
ARTICLE 20 – UNPLANNED EMERGENCY DAYS.....		32
20-1	GENERAL .....	32
20-2	UNPLANNED EMERGENCY DAYS.....	32
20-3	UEDS AND ILLNESS/INJURY .....	33
ARTICLE 21 - LEAVES OF ABSENCE.....		34
21-1	GENERAL .....	34
21-2	UNPAID LEAVE OF ABSENCE .....	34
21-3	MATERNITY AND/OR PARENTAL LEAVE.....	34
21-4	BEREAVEMENT LEAVE .....	35
21-5	COMPASSIONATE CARE LEAVE .....	35
21-6	JURY DUTY .....	35
21-7	COURT APPEARANCE LEAVE .....	35
ARTICLE 22 - AD HOC ASSIGNMENTS.....		37
22-1	GENERAL .....	37
22-2	AD HOC ASSIGNMENT PAY .....	37
ARTICLE 23 - COMPASSIONATE TRANSFERS .....		38
ARTICLE 24 - FILLING OF VACANCIES .....		39
24-1	DETERMINING VACANCIES .....	39
24-2	VACANCY BID .....	39

24-3	POSTINGS FOR THE LEAD FLIGHT ATTENDANT QUALIFICATION .....	39
24-4	INELIGIBILITY PERIODS .....	40
ARTICLE 25 - LANGUAGE QUALIFICATIONS.....		41
ARTICLE 26 - AIRCRAFT AND COMPANY-ASSIGNED EQUIPMENT .....		42
ARTICLE 27 - PASSPORT/VISA .....		43
ARTICLE 28 - UNIFORMS.....		44
28-1	GENERAL .....	44
28-2	INITIAL UNIFORM ALLOTMENT.....	44
28-3	UNIFORM REPLACEMENT .....	45
28-4	UNIFORM STANDARDS .....	45
28-5	SHIPPING COSTS.....	45
28-6	DELAYED BAGGAGE .....	45
28-7	LOSS/THEFT OF LUGGAGE .....	45
ARTICLE 29 - DISCIPLINE, SUSPENSIONS AND TERMINATIONS.....		46
29-1	GENERAL .....	46
29-2	OFF PENDING INVESTIGATION.....	46
29-3	INVESTIGATIVE AND DISCIPLINARY MEETINGS .....	46
29-4	PROGRESSIVE DISCIPLINE .....	47
29-5	DISCIPLINARY DOCUMENTS .....	47
ARTICLE 30 - GRIEVANCE PROCEDURE .....		48
30-1	GENERAL .....	48
30-2	INFORMAL DISCUSSION .....	48
30-3	GRIEVANCE PROCEDURE – FILING A GRIEVANCE .....	48
30-4	GRIEVANCE STEPS .....	49
30-5	ARBITRATION PROCESS .....	49
30-6	ARBITRATOR'S JURISDICTION.....	49
30-7	UNION WITNESS(ES) AND REPRESENTATIVE(S).....	49
30-8	ARBITRATOR'S DECISION .....	50
30-9	ARBITRATION COST .....	50
ARTICLE 31 - HEALTH AND SAFETY .....		51
31-1	GENERAL .....	51
31-2	WORKPLACE AND POLICY HEALTH AND SAFETY COMMITTEES .....	51
31-3	COMMITTEE RELEASE AND COMPENSATION .....	51
31-4	MEETING TRAVEL AND ACCOMMODATIONS.....	51
31-5	HEALTH AND SAFETY TRAINING .....	51
31-6	WORK LOCATION.....	52
31-7	AD HOC AND EMERGENCY HEALTH AND SAFETY RELEASE .....	52

31-8	POST-CRITICAL INCIDENT CREW SUPPORT .....	52
31-9	AVIATION ACCIDENT SUPPORT .....	52
ARTICLE 32 - HOSTAGE, INTERNMENT, OR DEATH.....		53
32-1	PRISONER OF WAR, HOSTAGE, HIJACK, INTERNMENT, OR MISSING .....	53
32-2	DEATH WHILE ENGAGED IN COMPANY OPERATIONS.....	53
ARTICLE 33 - SCHEDULING .....		54
33-1	MONTHLY SCHEDULE CONSTRUCTION AND BIDDING .....	54
33-2	RELEASE OF SCHEDULES.....	54
33-3	MONTHLY SCHEDULING WINDOW .....	54
33-4	MONTHLY SCHEDULING PERIODS.....	54
33-5	MINIMUM DAYS OFF .....	55
33-6	MAXIMUM CONSECUTIVE DAYS ON DUTY.....	55
33-7	DUTY PERIOD CALCULATION .....	55
33-8	MAXIMUM SCHEDULED DUTY PERIODS .....	55
33-9	EXTENSION OF DUTY PERIODS .....	56
33-10	MINIMUM REST AT BASE .....	56
33-11	MINIMUM REST AWAY FROM BASE.....	57
33-12	NOTIFICATION OF A DELAY AT BASE PRIOR TO PAIRING REPORT.....	57
33-13	NOTIFICATION OF A DELAY AWAY FROM BASE DURING A LAYOVER.....	57
33-14	REASSIGNMENT .....	58
33-15	TRIP TRADES.....	59
33-16	RETURN TO DUTY WITH SCHEDULE ASSIGNED.....	59
33-17	RETURN TO DUTY WITH NO SCHEDULE ASSIGNED .....	60
33-18	STAND-UP DUTY PERIOD .....	60
33-19	COMPANY OPEN TIME PAIRINGS.....	60
33-20	MAXIMUM MONTHLY CREDIT HOURS.....	60
33-21	BOOKING OFF FATIGUED .....	60
33-22	TURN TIMES OF FLIGHTS DURING A DELAY OR IROP .....	61
33-23	BOOKING OFF MID-PAIRING.....	61
33-24	CREW COMPLEMENT .....	61
33-25	LINE ASSESSMENTS .....	61
33-26	INFLIGHT CREW REST .....	61
ARTICLE 34 - RESERVE.....		62
34-1	CREW PLANNING – RESERVE ASSIGNMENT.....	62
34-2	RESERVE CREDIT.....	62
34-3	RESERVE DUTY .....	62
34-4	AIRPORT STANDBY RESERVE (ASR).....	63

34-5	RESERVE REST .....	63
ARTICLE 35 - DEADHEADING .....		64
35-1	DRESS CODE.....	64
35-2	DEADHEAD CREDIT .....	64
35-3	PERSONAL DEADHEAD MODIFICATIONS AND CANCELLATIONS .....	64
35-4	DEADHEAD SEAT ASSIGNMENT .....	64
ARTICLE 36 - HOTELS AND TRANSPORTATION .....		65
36-1	GENERAL .....	65
36-2	HOTEL TRANSPORTATION .....	65
36-3	HOTEL CANCELLATION.....	65
ARTICLE 37 - TRAINING.....		66
37-1	GENERAL .....	66
37-2	RE-EVALUATION .....	66
37-3	TRAVEL OUT OF BASE FOR TRAINING .....	66
37-4	ONLINE TRAINING MODULES.....	66
ARTICLE 38 - CHARTER OPERATIONS AND SPECIAL PURPOSE FLIGHTS.....		67
38-1	CHARTER OPERATIONS .....	67
38-2	SPECIAL PURPOSE FLIGHTS .....	67
ARTICLE 39 - PAY ADMINISTRATION.....		68
39-1	MINIMUM MONTHLY PAY GUARANTEE (MMG) .....	68
39-2	OVERTIME THRESHOLD .....	68
39-3	HOURS COMPENSATED AS PREMIUM PAY .....	68
39-4	PUBLISHED COMPANY OPEN TIME PAIRINGS .....	68
39-5	PAIRING RECONCILIATION.....	68
39-6	PAIRING EXTENSION PAY .....	69
39-7	MEETING AND MODIFIED DUTY PAY .....	69
39-8	TRAINING PAY .....	70
39-9	PER DIEM.....	71
39-10	INFLIGHT TRAINING INSTRUCTOR NON-PAIRING ACTIVITY PAY .....	71
39-11	NON-PAIRING ACTIVITIES ON A GDO .....	71
39-12	LEAD FLIGHT ATTENDANT STIPEND.....	71
ARTICLE 40 - PAY SCHEDULE AND PAY DISCREPANCIES .....		72
40-1	PAY SCHEDULE .....	72
40-2	PAY DISCREPANCIES.....	72
ARTICLE 41 - RATES OF PAY.....		73
41-1	RATES OF PAY .....	73
41-2	COMMISSION FROM ONBOARD SALES .....	73

ARTICLE 42 - WESTJET SAVINGS PLAN AND PROFIT SHARE .....	74
42-1 WESTJET SAVINGS PLAN .....	74
42-2 PROFIT SHARE .....	74
ARTICLE 43 - EXPENSES .....	75
43-1 PARKING .....	75
43-2 VACCINATIONS .....	75
43-3 INCIDENTALS.....	75
ARTICLE 44 - VACATION, STATUTORY HOLIDAYS AND GDOs .....	76
44-1 VACATION .....	76
44-2 STATUTORY HOLIDAYS .....	76
44-3 VACATION CREDIT VALUE.....	76
44-4 VACATION BIDDING AND AWARD.....	76
44-5 VACATION PORTABILITY .....	77
44-6 VACATED VACATION AWARDS .....	77
44-7 VACATION TRADES .....	77
44-8 VACATION AND GUARANTEED DAY(S) OFF (GDO).....	77
44-9 VACATION RECONCILIATION .....	77
ARTICLE 45 - LAYOFF AND RECALL .....	79
45-1 LAYOFFS .....	79
45-2 BASE CLOSURE .....	79
45-3 NOTICE OF LAYOFF .....	79
45-4 BUMPING.....	79
45-5 RECALL .....	80
ARTICLE 46 - RELOCATION .....	82
46-1 RELOCATION AT COMPANY EXPENSE.....	82
46-2 CRITERIA FOR RELOCATION AT COMPANY EXPENSE .....	82
46-3 RELOCATION SERVICES.....	82
46-4 RELOCATION ASSISTANCE .....	82
46-5 TIME OFF FOR RELOCATION .....	82
46-6 PROOF OF RELOCATION DOCUMENTATION .....	82
46-7 CLAW-BACK OF COMPANY PAID RELOCATION.....	83
ARTICLE 47 - SEVERANCE PAY .....	84
ARTICLE 48 - LEGAL .....	85
48-1 DEFENCE AND INDEMNITY.....	85
ARTICLE 49 - PRINTING OF THE AGREEMENT .....	86
ARTICLE 50 - DURATION OF AGREEMENT .....	87
LETTER OF UNDERSTANDING (LOU) No. 1 – PAIRING NUMBER BID OPTION.....	88

## **ARTICLE 1 – PREAMBLE**

1-1.01 This collective agreement (hereinafter “this Agreement”) is made and entered into by and between Swoop Inc. (hereinafter referred to as the “Company”) and CUPE Local 4070 (hereinafter referred to as the “Union”).

1-1.02 In making this Agreement, the Parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, customer service and labour relations. The Parties also recognize that compliance with the terms of this Agreement is essential for mutual benefit and for the intent and purpose of this Agreement.



## ARTICLE 2 - DEFINITIONS

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

**Affected Base** - The base from which a Flight Attendant is laid off.

**Aircraft Qualifications** - The type of aircraft in which a Flight Attendant is qualified to operate.

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

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

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

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

**Company** – Swoop, Inc.

**Credit/Credit Hour** - The unit of time that a Flight Attendant earns for pay and scheduling purposes.

**Deadhead** - Transportation of an on-duty Flight Attendant as a passenger.

**Designated Primary Residence** - The location in Canada where a Flight Attendant resides.

**Guaranteed Day Off** - A Day in the monthly scheduling period, where no assignment exists, in which the Flight Attendant is guaranteed to be free from duty in their base.

**Inactive / Inactivity** - The status of being employed as a Flight Attendant by the Company and ineligible to be assigned for duty.

**In Event** - The time when either:

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

**Minimum Monthly Pay Guarantee (MMG)** - The minimum Credit Hours a Flight Attendant shall be paid during a monthly scheduling period.

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

**Off Day** - A Day(s) in excess of the applicable Guaranteed Day Off entitlement that appears free from duty in the published monthly schedule.

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

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

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

**Release Time** - The time a Flight Attendant is released from duty.

**Report Time** - The time designated by the Company for the Flight Attendant to report to duty.

**Reserve Block** - Multiple consecutive Reserve Periods assigned to a Flight Attendant.

**Reserve Holder** - A Flight Attendant who has been assigned a Reserve Period(s).

**Reserve Period** - A single duty period in which a Flight Attendant is scheduled to be on call.

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

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

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

**Trip Trade** - A pairing or Reserve Block swap between two Flight Attendants or a drop of a pairing or Reserve Block by a Flight Attendant and subsequent pick-up of that pairing or Reserve Block by another Flight Attendant.

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

- 3-1.01 Except to the extent expressly limited or modified by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers and authority to manage the business and direct its workforce and all the matters relating thereto. These rights, powers and authority include, but are not limited to hiring, assigning, promoting, demoting, classifying, transferring, layoff, recall, suspending, discharging or otherwise disciplining Flight Attendants; establishing and enforcing rules of conduct; maintaining order and efficiency; requiring Flight Attendants to observe reasonable rules and regulations which may be set forth by the Company, introducing new equipment; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing and controlling operations.
- 3-1.02 The Union shall be advised of any material changes to policies governing Flight Attendants at least five (5) Business Days before such policies become effective unless the parties mutually agree to a shorter advance notification period.
- 3-1.03 The five (5) Business Days requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.

## **ARTICLE 4 - UNION RECOGNITION**

### **4-1 GENERAL**

- 4-1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the Flight Attendants employed at Swoop Inc. (the "Company"), as ordered by the Canada Industrial Relations Board (CIRB) order number 33073-C dated June 11, 2019.
- 4-1.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Company, in writing, of the names and contact information of the duly elected officers and representatives of the Union.
- 4-1.03 Upon ratification of this Agreement, all subsequent newly-hired Flight Attendants, on their first operated flight after their line indoctrination, shall be members of the Union. The Company shall deduct the Union's initiation fee as per Article 10 – Deduction of Dues on the first pay following their first operated flight.

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

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

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

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

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

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

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

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

## ARTICLE 6 - SCOPE

### 6-1 GENERAL

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

### 6-2 BARGAINING UNIT WORK

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

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

### 6-3 JOB SECURITY

6-3.01 No Flight Attendant shall be involuntarily laid off as a direct result of contracting out, subcontracting out, or wet leasing.

6-3.02 The Company shall not contract out, subcontract out, or wet lease Company passenger revenue flying except in exceptional circumstances and shall be on a temporary basis only.

6-3.03 The Company shall notify the Union within seventy-two (72) hours, in writing, of any newly signed agreement for contracting out, sub-contracting out, or wet leasing. Such notice shall include the reasons for the agreement as well as the expected duration of the agreement.

## **ARTICLE 7 - CLASSIFICATION**

### **7-1 GENERAL**

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

### **7-2 FLIGHT ATTENDANT**

7-2.01 A Flight Attendant is responsible for performing and assisting in the performance of all inflight and flight-related ground duties, as may be required by the Company. These responsibilities include but are not limited to maintaining the safety and security of travelers, crew members, and the aircraft and delivering cabin service to travelers.

7-2.02 In addition to fulfilling the responsibilities and duties set out in 7-2.01 above, a Flight Attendant who holds the Lead Flight Attendant qualification is responsible for the Lead Flight Attendant activities as defined in the Flight Attendant Manual (FAM).

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

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



## ARTICLE 9 - STRIKE/LOCKOUT

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

## ARTICLE 10 - DEDUCTION OF DUES

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

## **ARTICLE 11 - UNION FLIGHT RELEASE**

### **11-1 GENERAL**

11-1.01 The Union shall notify the Company in writing of all Flight Attendants duly elected to fill an executive position in the Union (executive positions include the President, Vice-Presidents, Recording Secretary, and Treasurer, but may change upon written notification from the Union) and Shop stewards. The notification shall include the term of these positions.

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

11-1.03 For the purposes of this Article, one (1) Day of UFR shall be credited at four (4) Credit Hours.

### **11-2 REQUEST FOR TIME OFF PROCESS**

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

11-2.02 By July 31<sup>st</sup> of the year prior, the Union shall provide the Leader, Crew Resources, or their designate, the forecasted number of UFR hours or Days per month, by base, for the purposes of Company workforce planning for the following year.

11-2.03 The Union shall then provide the Leader, Crew Resources, or designate, with a request, by email, for all UFR Days no later than the 10<sup>th</sup> of the month that is two (2) months prior to the monthly scheduling period for which the UFR is requested, including any UFR Days on the first five (5) Days of the following monthly scheduling period. The Union may send updates to the Leader, Crew Resources, or designate, until the 5<sup>th</sup> of the month prior to published schedule. The written request shall include the specific dates, the name, and employee number of the Union representative and the base for which the UFR is requested. The Company will place the appropriate code on each Flight Attendant's Days of Union business.

11-2.04 If it becomes necessary, at the request of a Flight Attendant, for an executive Union representative or Shop steward to attend a grievance or investigation meeting with the Company, or a meeting approved by the Company, the Union Recording Secretary or their designate shall provide the Company with a request via email for UFR as soon as possible.

11-2.05 In accordance with 11-2.03 above, the Union may also request UFR for a Union member(s) to attend or participate in Union workshops, training, and conventions, provided that no Flight Attendant released in accordance to this 11-2.05 shall exceed two (2) Flight Attendants in any base.

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

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

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

11-3.01 In the event a Flight Attendant gets elected to the Union's executive (President, Vice-President, Swoop Base Vice President, Recording Secretary, and Treasurer, which may change upon mutual agreement between the Company and Union), each such elected Flight Attendant will be

allotted ninety (90) Company-paid hours annually as of January 1<sup>st</sup> of each year. Any flight release in excess of ninety (90) hours shall be reimbursed to the Company in accordance with 11-7 below. The Recording Secretary shall advise the Company if UFR is to be deducted from this bank at the time it is requested.

11-3.02 Union time bank hours in 11-3.01 above shall only be accessed for time spent performing Union business in relation to the Company. Time bank hours may not be accessed for any flight release for Union members and representatives while participating in recognized Union activities, including but not limited to: Union conventions, executive meetings, Union committees not referenced in Article 12 – Union-Management Relations, meetings to discuss internal Union business, Union workshops, training, conventions, grievance preparation meetings, mediations, and arbitrations.

11-3.03 The balance of unused UFR hours remaining on December 31<sup>st</sup> shall be carried over to the following year for the duration of this Agreement.

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

11-4.01 The Company shall permit UFR of up to four (4) Flight Attendants for reasonable preparation time, negotiations, and ratification. The Union Recording Secretary, or their designate, shall notify the Company of the names and dates of release of the Flight Attendants required for each month through the process provided in 11-2 Request for Time Off Process above, provided that Flight Attendant(s) released in accordance to this 11-4.01 shall not exceed two (2) Flight Attendants in any base.

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

11-5.01 Flight Attendants who are partially released in accordance with 11-2 Request for Time Off Process above shall have the ability to pick up Company published open time or Trip Trade with another Flight Attendant.

11-5.02 Flight Attendants who are fully released for an entire monthly scheduling period will not pick up any Company published open time. These Flight Attendants shall have the ability to pick up from another Flight Attendant by Trip Trade.

11-5.03 The Company shall pay the Flight Attendant directly for flying picked-up pursuant to this 11-5 and shall not invoice the Union for this flying. The Flight Attendant shall assume sole responsibility for duty and rest periods when picking up flying under this 11-5.

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

11-6.01 The Company may, after discussing it with the Union, cancel UFR up to twenty-four (24) hours in advance due to operational requirements.

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

11-7.01 The Company shall provide the Union with a detailed invoice of each month's UFR no later than sixty (60) Calendar Days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

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

11-7.02 The Union shall reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred for UFR. Said costs shall include an eighteen percent (18%) premium to cover benefits and administrative expenses.

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

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

11-8.02 If a Union Representative is required to travel for special meetings approved by the Company, they shall be entitled to free confirmed travel between the Union Representative's base and the location of the meeting. For clarity, such meetings shall not include any regular or reoccurring meetings outlined in this Agreement.

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

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

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

11-9.02 Only one (1) Flight Attendant may be granted a leave of absence pursuant to 11-9.01 above at any given time.

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

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

- 12-1.01 The Parties agree that there will be a Union-Management Committee consisting of representatives from the Company and up to three (3) designated representatives from the Union, one (1) of which shall be the Local Union President or designate. A CUPE National Representative of the Union may also attend such meetings.
- 12-1.02 As an exception to 12-1.01 above, the Union may request that a second CUPE National Representative of the Union attend a Union-Management Committee meeting based on the topic(s) of discussion. Such requests will not be unreasonably denied.
- 12-1.03 If applicable, the Union may invite a member elected to a Union committee to address issues specific to their role, ensuring that notice is provided to the Company well in advance.
- 12-1.04 The purpose of the committee is to discuss any known issues that will potentially impact the bargaining unit. Committee meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining.
- 12-1.05 Committee meetings will be held monthly, or as mutually agreed, and each party shall submit to the other a written agenda seven (7) Calendar Days before the upcoming meeting.

### **12-2 UNION FLIGHT RELEASE FOR COMMITTEES**

- 12-2.01 All Union flight release for committee work will be provided in accordance with Article 11 – Union Flight Release.

## **ARTICLE 13 - UNION COMMUNICATION**

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

## **ARTICLE 14 - PROBATION**

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



## **ARTICLE 15 - SENIORITY**

### **15-1 FLIGHT ATTENDANT MASTER SENIORITY LIST**

15-1.01 The Company shall maintain a Master Seniority List (MSL) for Flight Attendants. The MSL shall be published once every four (4) months, starting the third Monday of January, with a copy to the Union. The MSL shall be posted electronically on the Company intranet, with access provided through the Swoop Inflight Device (SID) and shall remain there until replaced by an updated list.

15-1.02 The MSL shall show the seniority by name, base, and date of seniority of all Flight Attendants employed by the Company.

15-1.03 The parties agree to review and discuss finalizing the MSL within ninety (90) Calendar Days of the effective date of this Agreement.

### **15-2 CORRECTION TO MASTER SENIORITY LIST**

15-2.01 A Flight Attendant shall have thirty (30) Calendar Days following publication of the MSL to contest, in writing to the Senior Leader, Inflight, or designate, any alleged error or omission related to them.

15-2.02 A Flight Attendant may not contest the same alleged error or omission twice.

### **15-3 ATTRIBUTION OF POSITION ON MASTER SENIORITY LIST**

15-3.01 Flight Attendant seniority shall begin to accrue at the date of successful completion of in-class initial training, including their line indoctrination, and their seniority will be retroactive to the date the Flight Attendant began initial training.

15-3.02 When two (2) or more Flight Attendants have the same date of in-class initial training completion, their standing in the MSL shall be based on a lottery draw conducted by the Company.

### **15-4 FORFEITURE OF SENIORITY**

15-4.01 Except as otherwise stated in this Article, a Flight Attendant shall be removed from the MSL and shall forfeit all rights at such time as:

- a) They are no longer employed as a Flight Attendant by the Company;
- b) They are on layoff for a period greater than three (3) years;
- c) They decline a recall opportunity, in accordance with Article 45 - Layoff and Recall; or
- d) They neglect to answer a recall opportunity, in accordance with Article 45 - Layoff and Recall.

### **15-5 TRANSFER TO A TERM POSITION OUTSIDE OF THE BARGAINING UNIT**

15-5.01 A Flight Attendant transferred to a term position not covered by this Agreement shall maintain their seniority for a period of up to twenty (20) months. In the event such Flight Attendant does not return to the bargaining unit at the termination of this period, their name shall be removed from the MSL. This period may be extended by mutual agreement between the Union and Company.

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

15-6.01 A Flight Attendant transferred to a permanent position, within the Inflight Department, not covered by this Agreement shall maintain their seniority for a period of twelve (12) months. In the event such Flight Attendant does not return to the bargaining unit at the termination of this period, their name shall be removed from the MSL. This right may be exercised a maximum of two times during a Flight Attendant's career.

**15-7 TRANSFER TO A POSITION OUTSIDE OF THE BARGAINING UNIT FOR MEDICAL REASONS**

15-7.01 A Flight Attendant who is temporarily accommodated in a position outside the scope of this Agreement shall retain and accrue seniority and Union dues will continue to be deducted.

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

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

- a) Where operationally required, where there is no reasonable and practical alternative;
- b) Where operating as an additional Flight Attendant on a flight(s);
- c) Where required to maintain and retain regulatory requirements;
- d) Where conducting training related activities or Inflight assessments; and,
- e) Non-operating leadership participation, who is trained in service delivery, and with the consent of the Lead Flight Attendant.

16-1.02 Except in 16-1.01 a), non-bargaining unit employees shall not pick up flights that are published or unpublished in open time. Non-bargaining unit employees shall be permitted to be scheduled a pairing(s) within the monthly scheduling period.

16-1.03 If displacement of a Flight Attendant is required, consent shall be required by the Flight Attendant prior to being displaced from their pairing(s). The displaced Flight Attendant shall receive Credit for the affected pairing(s). Displacement shall be offered in seniority order.

## **ARTICLE 17 - ACCOMMODATION**

### **17-1 GENERAL**

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

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

### **17-2 UNION REPRESENTATION**

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

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

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

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

### **17-3 MEDICAL ACCOMMODATIONS**

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

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

### **17-4 PREGNANCY ACCOMMODATION**

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

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

### **17-5 BREASTFEEDING ACCOMMODATION**

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

## **17-6 TRAVEL PRIVILEGES**

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

## ARTICLE 18 - BENEFITS

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

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

18-1.02 Flight Attendants shall be provided Short-Term Disability benefits in accordance with the Company's Short-Term Disability plan.

18-1.03 A Flight Attendant's participation in the group benefit program and the Short-Term Disability plan will commence on the Flight Attendant's first Day of Active work following their completion of the ninety (90) Day waiting period and will be subject to the Flight Attendant meeting the eligibility requirements of the group benefit program.

18-1.04 Any matter respecting a Flight Attendant's eligibility or participation in the group benefits program or Short-Term Disability plan, or a Flight Attendant's entitlements under the group benefits program or Short-Term Disability plan, does not constitute a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement, and as such, is not a matter that would be subject to the grievance and arbitration procedure under this Agreement.

18-1.05 The Company shall provide an allotment of credits in a value equal to six percent (6%) of a Flight Attendant's base salary for which the Flight Attendant can use to select coverage under the benefits plan.

18-1.06 Flight Attendants shall be responsible to cover any additional premiums and/or costs in excess of the credits provided in 18-1.05 above.

18-1.07 Flight Attendants shall pay for 100% of their Long-Term Disability premiums.

18-1.08 Flight Attendants shall be required to maintain coverage for the following mandatory benefits:

- a) Emergency Travel Medical;
- b) Employee Life - \$25,000 Option; and
- c) Long-Term Disability.

18-1.09 The coverage options, as existing at the time of ratification of this Agreement, shall not be reduced during the term of this Agreement without agreement of the Union.

18-1.10 The Company reserves the right to utilize an alternate insurance vendor(s) or an alternate plan(s) for the group benefit program. Coverage through any such alternate insurance vendor(s) or plan(s) shall be equal to or better than the coverage options existing at the time of ratification of this Agreement, unless otherwise agreed to by the Union.

## **ARTICLE 19 - TRAVEL PRIVILEGES**

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

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

## ARTICLE 20 – UNPLANNED EMERGENCY DAYS

### 20-1 GENERAL

20-1.01 Unplanned emergency days (UEDs) may be utilized by a Flight Attendant who is absent from work due to a *bona fide* illness or injury that is not covered under the provisions of workers' compensation legislation, and will be administered in accordance with such intent.

20-1.02 UEDs may also be utilized by a Flight Attendant for the following personal leave reasons:

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

20-1.03 A Flight Attendant requesting to use a UED for a personal leave reason pursuant to 20-1.02 above shall be required to report to the Company the circumstances necessitating the personal leave.

20-1.04 The Company may, in writing and no later than fifteen (15) Calendar Days after a Flight Attendant returns to work after using a UED for a personal leave reason pursuant to 20-1.02 above, request that the Flight Attendant provide documentation to support the reasons for the personal leave. The Flight Attendant shall provide such documentation if it is reasonably practicable for them to obtain and provide it.

20-1.05 A Flight Attendant who is unable to report for duty must notify Crew Scheduling by phone no later than 1900 LBT the Day prior to the commencement of their pairing or Reserve Period, or as soon as possible in extenuating circumstances out of the control of the Flight Attendant. A Flight Attendant will be deemed to be absent and to be utilizing their UEDs for any subsequent duty periods in that same pairing or Reserve Block until they have notified the Company that they are fit to return to duty.

### 20-2 UNPLANNED EMERGENCY DAYS

20-2.01 Active Flight Attendants will be provided with an annual allotment of ten (10) UEDs on January 1 of each calendar year.

20-2.02 The UED annual allotment for a new-hire Flight Attendant or for a Flight Attendant who was Inactive on January 1 and returns to Active status shall be prorated based on the number of monthly scheduling periods remaining in the calendar year of that annual allotment. This prorated annual allotment shall not be less than three (3) UEDs.

20-2.03 Unused UEDs will not carry forward to the following year.

20-2.04 A Flight Attendant who utilizes a UED shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Flight Attendant has a UED available to them.

20-2.05 Whether or not flying has been assigned to the Reserve Holder, if a Reserve Holder utilizes a UED for a Reserve Period, their UED annual allotment shall be reduced by one (1) Day and they shall be credited four (4) Credit Hours for each Reserve Period they are absent.



- 20-2.06 UEDs may only be utilized in full-Day increments. If a Flight Attendant utilizes a UED for a portion of a duty period, a UED will be utilized. UEDs utilized shall be deducted from the Flight Attendant's UED annual allotment.
- 20-2.07 If a Flight Attendant has exhausted their annual allotment of UED, any additional sick leave taken shall be without pay.
- 20-2.08 If a Flight Attendant has exhausted their annual allotment of UEDs, the Flight Attendant may only take additional Days off for the personal leave reasons specified in 20-1.02 above with the permission of the Company, which shall not be unreasonably denied.
- 20-2.09 Only one (1) UED shall be deducted for any single duty period which spans two (2) consecutive Days.
- 20-2.10 A Flight Attendant who is able to return to duty from an absence prior to the Release Time of their original pairing shall be returned to duty as outlined in Article 33 - Scheduling – Return to Duty with Schedule Assigned.
- 20-2.11 UED pay protection shall not extend to cover any overtime and/or premium assignments not completed by the Flight Attendant.
- 20-2.12 When a Flight Attendant is no longer employed by the Company, all remaining UEDs shall be cancelled.

### **20-3 UEDS AND ILLNESS/INJURY**

- 20-3.01 A Flight Attendant may not utilize their UEDs for any period of time in which they are eligible to apply for or receive income replacement benefits under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.
- 20-3.02 For each occurrence of an illness or injury, a Flight Attendant may only utilize their UEDs within a seven (7) consecutive Calendar Day period.
- 20-3.03 A Flight Attendant may be required by the Company to provide a doctor's certificate to substantiate their inability to work or ability to return to work due to illness or injury if they are absent from work for three (3) or more consecutive work Days or if the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than ten (10) Calendar Days after the date the Flight Attendant returns to work from the illness or injury.
- 20-3.04 The cost of a doctor's certificate, if requested by the Company pursuant to 20-3.03 above, will be reimbursed by the Company provided proper proof of payment has been submitted. The maximum amount reimbursed by the Company per certificate shall be thirty dollars (\$30).
- 20-3.05 A Flight Attendant shall continue to be deemed Active while on sick leave. A Flight Attendant shall convert to Inactive status upon becoming eligible to apply for or receive Short-Term Disability or Long-Term Disability benefits.
- 20-3.06 UEDs are to be used when Flight Attendants are absent from work due to a *bona fide* non-occupational illness or injury, including for the Short-Term Disability elimination period.

## ARTICLE 21 - LEAVES OF ABSENCE

### 21-1 GENERAL

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

### 21-2 UNPAID LEAVE OF ABSENCE

21-2.01 Upon successful completion of their probationary period, a Flight Attendant may request an unpaid leave of absence for a period not to exceed sixty (60) Calendar Days, by providing a written request to their Base Leader, or designate. Such requests must be submitted at least four (4) weeks in advance of the desired commencement date and shall include the requested commencement date, duration, and reason for the request. The Company may grant reasonable requests for an unpaid leave of absence based on operational requirements.

21-2.02 The Company may offer, at its sole discretion, Flight Attendants to voluntarily take an unpaid leave of absence. Unpaid leaves of absence will be awarded based on seniority by affected base, subject to language, and aircraft qualifications, as well as by scheduled training.

21-2.03 A Flight Attendant who is on an unpaid leave of absence will have the option to maintain any active: health, dental, vision, life, and disability benefits provided under and in accordance with the terms and conditions of the Company benefit plans.

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

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

21-2.06 A Flight Attendant on an unpaid leave of absence will not accrue service for pay progression purposes and will not be considered Active for the purpose of unplanned emergency days, vacation, and statutory holiday entitlements.

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

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

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

21-3.03 Notwithstanding 21-3.02 above, the leave may end earlier at the written request of the Flight Attendant upon providing the Company at least four (4) weeks notice in advance of the requested return to work date.

21-3.04 A Flight Attendant on maternity and/or parental leave will not be considered Active for the purpose of unplanned emergency days, vacation, and statutory holiday entitlements.

21-3.05 During a period of maternity or parental leave, the Flight Attendant shall:

- a) Have the option to maintain any active: health, dental, vision, life, and disability benefits provided under and in accordance with the terms and conditions of the Company benefit plans;
- b) Continue to accrue service for pay progression purposes; and
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

## **21-4 BEREAVEMENT LEAVE**

21-4.01 In the event of a death as outlined in 21-4.02 below, the Flight Attendant shall advise their Base Leader of the requirement for time off for bereavement.

21-4.02 A Flight Attendant shall be entitled to paid time off from work under the following provisions:

- a) In the case of the death of a spouse, common-law partner, child of a Flight Attendant or spouse, parent, step-parent, or parent-in-law, the Flight Attendant is entitled to a leave of up to five (5) Calendar Days (not necessarily consecutive).
- b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Flight Attendant, the Flight Attendant is entitled to a leave of up to three (3) Calendar Days (not necessarily consecutive).
- c) If travel is required, the Flight Attendant will be granted an additional two (2) Calendar Days of leave without pay.

21-4.03 For purposes of pay reconciliation, a Flight Attendant will be pay protected for the actual scheduled Credit Hours they are absent due to bereavement leave.

## **21-5 COMPASSIONATE CARE LEAVE**

21-5.01 A Flight Attendant shall be granted unpaid compassionate care leave as provided for in the *Canada Labour Code*.

21-5.02 During a period of unpaid compassionate care leave, the Flight Attendant shall:

- a) Have the option to maintain any active: health, dental, vision, life, and disability benefits provided under and in accordance with the terms and conditions of the Company benefit plans;
- b) Continue to accrue service for pay progression purposes; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

21-5.03 A Flight Attendant on an unpaid compassionate care leave will not be considered Active for the purpose of unplanned emergency days, vacation, and statutory holiday entitlements.

## **21-6 JURY DUTY**

21-6.01 A Flight Attendant who is summoned for jury duty will provide a copy of the jury duty notice to their Base Leader, or designate, as far as possible in advance of the scheduled jury duty. The Base Leader, or designate, shall be notified by the Flight Attendant immediately after release from jury duty in order that the Flight Attendant may return to Active duty. A Flight Attendant will be pay protected, at straight-time rates, for the scheduled Credit Hours they are absent due to jury duty leave. Upon their return to Active duty, the Flight Attendant must provide the Base Leader, or designate, documentation from the court showing the dates and times the jury duty was served.

21-6.02 During a period of jury duty leave, the Flight Attendant shall:

- a) Maintain any active: health, dental, vision, life, and disability benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

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

21-7.01 If a Flight Attendant receives a summons or a subpoena to appear in court (provided it is for something related to their discharge of duties with the Company), they shall be removed from the schedule and shall be granted leave with pay. A Flight Attendant who is summoned or is subpoenaed to appear in court and wishes to be released from work will provide a copy of the summons or subpoena to the Base Leader, or designate, as soon as possible.

21-7.02 During a court appearance leave, the Flight Attendant shall:

- a) Maintain any active: health, dental, vision, life, and disability benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Maintain travel privileges in accordance with the Company Travel Privileges Policy

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

21-7.04 Unless otherwise provided for in the Agreement, the Company shall not pay for the time a Flight Attendant is absent for any legal proceedings against the Company.

## ARTICLE 22 - AD HOC ASSIGNMENTS

### 22-1 GENERAL

22-1.01 The Company shall post ad hoc assignments for a minimum of seven (7) Calendar Days when they are for an expected duration of greater than sixty (60) Calendar Days. All expressions of interest submitted in accordance with the posting will be considered by the Company. Ad hoc assignments are not permanent.

22-1.02 The Company may select a Flight Attendant for an ad hoc assignment.

22-1.03 Ad hoc assignments will not be longer than twelve (12) months in duration, unless approved by the Union.

22-1.04 A Flight Attendant in an unposted ad hoc assignment may only be extended beyond the initial sixty (60) Calendar Day period with the Union's approval, unless where the ad hoc assignment is utilized for modified duties.

22-1.05 The Company may utilize available ad hoc assignments for modified duties.

22-1.06 Ad hoc assignments, except those utilized for modified duties, will be voluntary.

22-1.07 With the exception of modified duties, a Flight Attendant who has been selected for an ad hoc assignment under this Article shall not be eligible for another ad hoc assignment for a period of six (6) months from the date of completion of the previous ad hoc assignment. Any exceptions to this must be approved by the Union.

22-1.08 With the exception of modified duties, Flight Attendant may resign from an ad hoc assignment upon providing two (2) weeks written notice to the Company.

22-1.09 A Flight Attendant performing an ad hoc assignment shall continue to be classified as a Flight Attendant.

22-1.10 At no time shall ad hoc assignments become part of the scope of the bargaining unit.

22-1.11 On a monthly basis, the Union will be provided with a list of all new ad hoc assignments from the prior month and the names of Flight Attendants assigned to such assignments.

### 22-2 AD HOC ASSIGNMENT PAY

22-2.01 A Flight Attendant who attends an ad hoc assignment shift will be credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the ad hoc assignment shift time.

22-2.02 In the event an ad hoc assignment shift results in the removal or modification of a pairing(s), the Flight Attendant will be pay protected for the greater of the ad hoc assignment pay above or the original Credit of the modified or removed pairing(s).

## **ARTICLE 23 - COMPASSIONATE TRANSFERS**

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

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

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

- a) A Flight Attendant assigned to another base in accordance with 23-1.01 above may be transferred out of seniority order.
- b) A Flight Attendant on compassionate transfer shall take their vacation with them to their new base. If the vacation bid period occurs during the compassionate transfer, the Flight Attendant shall bid in their original base.
- c) The Flight Attendant will be responsible for all costs associated with any moves.

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

## ARTICLE 24 - FILLING OF VACANCIES

### 24-1 DETERMINING VACANCIES

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

24-1.02 All relocation costs associated with the voluntary filling of positions will be at the Flight Attendants expense.

### 24-2 VACANCY BID

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

24-2.02 For each vacancy bid, Flight Attendants will be responsible for submitting their bid for only one (1) vacancy in which they are interested. A Flight Attendant may update or remove their bid until the published closing date and time of the bid. A Flight Attendant who wants to remain in their current position will not be required to submit a bid.

24-2.03 A Flight Attendant hired into a multilingual position in a base after the effective date of this Agreement shall only be considered for vacancies in another base which have the same language qualifications as their existing position.

**NOTE: This 24-2.03 shall only take effect should the Company announce plans to operate flights to/from the Province of Quebec or the City of Ottawa.**

24-2.04 Active Flight Attendants on the Master Seniority List (MSL), upon completion of their probationary period, may be awarded a vacancy, by seniority, provided language qualifications are met. To be considered for a vacancy, a Flight Attendant is required to be able to assume the posted position on the anticipated effective date, which shall be determined by the Company and included in the posting.

24-2.05 A Flight Attendant on Inactive status, or filling a term position outside of the bargaining unit, may only be awarded a vacancy in accordance with 24-2.04 above if the Flight Attendant has a Company approved return-to-work date or a Company confirmed return-to-duty date that allows them to meet the requirements associated with the vacancy bid award. The anticipated effective date of the vacancy bid award shall be established by the Company and included in the posting.

24-2.06 Within five (5) Business Days after the vacancy bid closing date, the Company shall notify the Flight Attendant of the outcome of the award(s) electronically. Awarded bids are binding and cannot be retracted once the bid closes unless there are extraordinary circumstances outside of the control of the Flight Attendant. Neither the Union nor the Company will be responsible or liable for a Flight Attendant who bids incorrectly.

24-2.07 Vacant positions remaining after a vacancy bid award may be filled by the Company with candidates external to the bargaining unit.

24-2.08 The Company may cancel posted vacancies due to operational requirements. If an awarded position is cancelled due to operational requirements the Flight Attendant shall remain at their current position. The Company cannot cancel the awarded position within seven (7) Days of the effective date.

### 24-3 POSTINGS FOR THE LEAD FLIGHT ATTENDANT QUALIFICATION

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

24-3.02 A Flight Attendant interested in applying for the Lead Flight Attendant qualification may do so by submitting an application, by the time and date specified in the posting.

24-3.03 Applicants applying for a Lead Flight Attendant qualification must have passed their probationary period. The Company will select the most qualified candidate, taking into account factors such as skill, ability, active discipline, and experience. If these factors are considered to be relatively equal, the Company will select the most senior applicant on the Master Seniority List (MSL).

24-3.04 If, due to an insufficient number of qualified internal applications, a Lead Flight Attendant qualification is not filled in accordance with 24-3.03 above, the Company may fill the position with qualified internal candidates who have not completed their probationary period.

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

24-3.06 Any Flight Attendant who is deemed unsuitable for the Lead Flight Attendant qualification within a nine (9) month evaluation period, starting from the effective date of the qualification, will have the Lead Flight Attendant qualification removed.

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

24-4.01 A new hire Flight Attendant will be ineligible to participate in the vacancy bid for the duration of their probationary period in accordance with Article 14 – Probation.

24-4.02 A Flight Attendant who has been awarded a vacancy under 24-2 above shall be ineligible to participate in a subsequent vacancy bid for a period of twelve (12) months following the effective date of their new base.



## ARTICLE 25 - LANGUAGE QUALIFICATIONS

**NOTE: With the exception of 25-1.01 below, all provisions in this Article shall only take effect should the Company announce plans to operate flights to/from the Province of Quebec or the City of Ottawa. The language qualification provisions in this Agreement will only apply to Flight Attendants who are hired or awarded a multilingual position after the effective date of this Agreement. The Company will provide the Union a minimum of ninety (90) Calendar Days notice prior to the language qualification provisions in 25-1.02 and 25-1.03 taking effect.**

25-1.01 Flight Attendants hired or awarded a multilingual position shall be expected to maintain their proficiency in the identified language(s) as assessed by the Company, or its agent, as a condition of employment.

25-1.02 The Company may schedule and/or assign up to a maximum of fifty percent (50%) of the Flight Attendants on any pairing(s) and/or route(s) that fly to an airport in the Province of Quebec or City of Ottawa to French qualified Flight Attendants, unless regulations require a higher percentage.

25-1.03 Multilingual Flight Attendants who are scheduled and/or assigned to specific pairing(s) and/or route(s) as a language qualified Flight Attendant shall only be able to Trip Trade that pairing(s) and/or route(s) with another Flight Attendant with the same language qualification. Any Trip Trades shall be in accordance with Article 33 - Scheduling.

## ARTICLE 26 - AIRCRAFT AND COMPANY-ASSIGNED EQUIPMENT

- 26-1.01 Flight Attendants shall be responsible to exercise reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.
- 26-1.02 No Flight Attendant shall be required to pay damage or replacement costs for aircraft equipment that is damaged in the performance of their duties, unless relating to or arising out of any willful misconduct or gross negligence on the part of the Flight Attendant.
- 26-1.03 If a Flight Attendant's Company-assigned equipment is lost or damaged beyond repair, the Flight Attendant shall pay to the Company the following fee amount(s):
- a) For a Swoop Inflight Device (SID): two-hundred and fifty dollars (\$250);
  - b) For a device protective case: one-hundred dollars (\$100); and
  - c) For a payment device: seventy-five dollars (\$75).
- NOTE: 26-1.03 b) and c) above shall be effective upon the issuance of a new version of the device protective case and payment device.**
- 26-1.04 For the purposes of 26-1.03 above, if the lost Company-assigned equipment is located and arranged to be returned to the Company in good working order within twenty-one (21) Calendar Days of the date it is reported to be lost, the Flight Attendant will not be responsible to pay the fees specified above.
- 26-1.05 If a Flight Attendant's Company-assigned equipment is stolen, the Company shall replace such equipment with no fee charged to the Flight Attendant, provided the Flight Attendant has provided the Company with a filed copy of a police report relating to the theft. If no such police report is provided to the Company within ten (10) Calendar Days of the date of the theft, the Flight Attendant shall be responsible to pay to the Company the fee amount(s) specified for such equipment as set out in 26-1.03 above.
- 26-1.06 If a Flight Attendant's Company-assigned SID, the device protective case, and/or payment device is damaged but repairable, the Flight Attendant shall be responsible to pay a fee to the Company of fifty dollars (\$50) for the first occurrence and seventy-five dollars (\$75) for every subsequent occurrence.
- 26-1.07 As an exception to 26-1.03, 26-1.05, and 26-1.06 above, if a Flight Attendant's Company assigned equipment is lost, stolen, or damaged due to their willful misconduct or gross negligence, the full replacement or repair costs of the Company-assigned equipment shall be the responsibility of the Flight Attendant.
- 26-1.08 No Flight Attendant shall be required to pay repair or replacement costs or the fees set out above in this Article for Company-assigned equipment suffering wear or damage from normal usage.
- 26-1.09 Any amounts payable by a Flight Attendant pursuant to this Article shall be handled in the same manner as an overpayment in accordance with Article 40 – Pay Schedule and Pay Discrepancies.
- 26-1.10 A Flight Attendant shall be required to immediately return all Company-assigned equipment upon the cessation of their employment with the Company or upon the Company's request. The full replacement cost of any Company-assigned equipment not returned to the Company shall be payable by the Flight Attendant and shall be handled in the same manner as an overpayment in accordance with Article 40 – Pay Schedule and Pay Discrepancies.

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

- 27-1.01 All Flight Attendants are required to have a valid passport. Following the completion of Flight Attendant's probationary period, as outlined in Article 14 – Probation, the Company will reimburse the Flight Attendant for the cost of a replacement passport and passport photos once every ten (10) years for a ten (10) year passport.
- 27-1.02 If a Flight Attendant applies for passport reimbursement then changes their name before they are eligible for another reimbursement, the Flight Attendant is responsible for all associated fees/costs. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.
- 27-1.03 A Flight Attendant shall use the normal service for obtaining their passport.
- 27-1.04 In the event that a Flight Attendant's passport is stolen while on duty or at the time of a layover, the Company shall reimburse the Flight Attendant for the cost of a replacement passport, including passport photos, and the Flight Attendant will be pay protected for their current pairing and for their Minimum Monthly Pay Guarantee. Such reimbursement and pay protection will be conditional on the Flight Attendant providing the Company a copy of the declaration provided to the Government of Canada confirming the passport theft.
- 27-1.05 For the purpose of carrying out their duties as a Flight Attendant, the cost of any mandatory travel visas shall be borne by the Company.
- 27-1.06 New/changed passport information must be provided to the Company as soon as practicable prior to the Flight Attendant's next pairing, Reserve Period, or training event.

## ARTICLE 28 - UNIFORMS

### 28-1 GENERAL

28-1.01 The Company reserves the right to change the style, colour, or pieces of the Company issued uniform.

28-1.02 If the Company implements a new style, colour, or type of uniform pieces and requires Flight Attendants to order and utilize these new uniform pieces, the Company shall cover the cost of these new uniform pieces.

28-1.03 If the Company implements new style, colour, or type of uniform pieces, which will be made available for Flight Attendants to order but which are not made mandatory to utilize, the Company shall not be required to cover the cost of these new uniform pieces.

### 28-2 INITIAL UNIFORM ALLOTMENT

28-2.01 All new-hire Flights Attendants shall be required to purchase an initial uniform kit, which consists of the items specified below.

#### Option A:

- Three (3) pairs of pants
- Four (4) white shirts – short and/or long sleeve
- One (1) grey sweater
- One (1) black dresswear belt or one (1) magenta skinny belt
- One (1) metal FA brevet with name
- One (1) grey lanyard
- One (1) black bib apron
- One (1) black bonded jacket
- One (1) black winter parka

#### Option B:

- Choice of one (1) dress and two (2) pairs of pants or three (3) pairs of pants
- Four (4) white shirts – short and/or long sleeve
- One (1) grey sweater
- One (1) magenta skinny belt
- One (1) metal FA brevet with name
- One (1) magenta scarf
- One (1) grey lanyard
- One (1) black bib apron
- One (1) black bonded jacket
- One (1) black winter parka

28-2.02 The Company shall cover fifty percent (50%) of the cost of the initial uniform kit purchase for each Active new-hire Flight Attendant. The remaining fifty percent (50%) cost of the initial uniform kit shall be borne by the Flight Attendant, which will be processed by deductions from the Flight Attendants pay.

28-2.03 The Company will cover the entire cost of one (1) roller bag and one (1) lunch bag for each new-hire Flight Attendant.

28-2.04 If the Flight Attendant's employment with the Company terminates for any reason before they have completed six (6) months of Active service with the Company, they shall be required to return all uniform pieces to the Company. After the Flight Attendant has completed six (6) months

of Active service with the Company, they shall not be required to return the uniform pieces to the Company.

28-2.05 A Flight Attendant may purchase additional uniform pieces and/or luggage beyond those initially provided pursuant to 28-2.01 and 28-2.03 above. The cost of any such additional uniform pieces and/or luggage shall be at the Flight Attendants expense.

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

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

28-3.02 The annual credit amount set out in 28-3.01 above shall not be carried over to the following year(s). Any unused annual credit amount shall be forfeited upon the end of the year in which the credit is allotted or upon the Flight Attendant no longer being employed by the Company.

28-3.03 As required and upon request, the Company will provide a pregnant Flight Attendant with a new maternity uniform.

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

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

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

28-4.03 In the event a Flight Attendant has exhausted their uniform credit allotment and requires new pieces, the Company shall, in extenuating circumstances, provide the necessary pieces at its discretion. These requests shall not be unreasonably denied.

28-4.04 The Company will replace one (1) roller bag every forty-eight (48) months and one (1) lunch bag every twenty-four (24) months, based on normal wear and tear and at the Flight Attendant's request.

### **28-5 SHIPPING COSTS**

28-5.01 The Company shall pay all standard shipping costs to the Flight Attendant's base once a calendar year.

### **28-6 DELAYED BAGGAGE**

28-6.01 In the event that a Flight Attendant's check-in baggage is delayed, the Flight Attendant shall contact Crew Scheduling to address the need to purchase basic necessities. An expense claim with supporting receipts must be submitted for reimbursement.

### **28-7 LOSS/THEFT OF LUGGAGE**

28-7.01 The Company will compensate the Flight Attendant for the permanent loss/theft of luggage and its contents, up to a maximum of two hundred and fifty (\$250) when such loss/theft occurs while the Flight Attendant is on duty or at the time of a layover. This amount shall not include the cost of replacing luggage. An expense claim with supporting receipts and a copy of the police report in cases of theft must be submitted.

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

### **29-1 GENERAL**

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

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

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

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

- 29-3.01 Any meeting or hearing shall be held at the Flight Attendant's base unless the Company determines that circumstances warrant a different location, video conference or teleconference.
- 29-3.02 Meetings that may result in discipline or termination shall be held in person unless the Company and Union agree otherwise.
- 29-3.03 Meetings where a Flight Attendant(s) is required by the Company for an investigation during a Flight Attendant's duty period, the Flight Attendant shall be given time off and credited in accordance with their regular scheduled duty for such meeting. If the meeting occurs before or after the Flight Attendant's scheduled duty, fifty percent (50%) of the meeting time will be added to the Credit of the existing duty period and will be reconciled in accordance with Article 39 – Pay Administration.

29-3.04 A Flight Attendant attending such meetings on a Guaranteed Day Off/Off Day shall be credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual meeting time.

29-3.05 The Company will only remove a Flight Attendant, who is acting as a witness, from a duty period when the Company has been unable to schedule a meeting in a reasonable time period.

29-3.06 Once an investigation is complete, the Company will notify the Flight Attendant of the outcome.

29-3.07 When disciplinary action is taken, the Flight Attendant will be notified in writing, with a copy to the Union, stating the reason(s) for and the actions to be taken.

29-3.08 Notwithstanding any provision, the Company may use non-disciplinary letters of expectation to correct a Flight Attendant's conduct.

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

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

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

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

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

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

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

## **ARTICLE 30 - GRIEVANCE PROCEDURE**

### **30-1 GENERAL**

30-1.01 It is the desire of both parties to this Agreement that disputes be settled as promptly as possible.

30-1.02 For the purpose of this Article and throughout this Agreement, the term "grievance" means a dispute with regard to the interpretation, application, administration or alleged violation of this Agreement.

30-1.03 A grievance for a Flight Attendant ("Individual Grievance") or a grievance for a group of Flight Attendants dealing with the same issue ("Group Grievance") shall be initiated by the Union at Step I of the grievance procedure.

30-1.04 A "Policy Grievance" is, by its nature, a grievance that cannot be grieved by an individual Flight Attendant or a group of Flight Attendants. A Policy grievance shall be initiated by the Union at Step II of the grievance procedure.

30-1.05 A "Company Grievance" arising directly between the Company and the Union shall be initiated by the Company at Step II of the grievance procedure.

30-1.06 A grievance concerning the dismissal of a Flight Attendant may be initiated by the Union at Step II of the grievance procedure.

30-1.07 Either the Company or the Union may file a grievance pursuant to this Article.

30-1.08 Grievance hearings may be held in person, or by teleconference or by video conference.

30-1.09 A Flight Attendant will not be required by the Company to attend a grievance meeting.

30-1.10 Steps of the grievance procedure may be skipped, or combined, by mutual written agreement between the Company and the Union.

30-1.11 The Company will recognize the duly elected officers and representatives of the Union during the grievance procedure.

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

30-2.01 Prior to filing a grievance, a Flight Attendant having concerns shall first discuss such concern with the Base Leader or designate, who will make every effort to promptly resolve the concern.

### **30-3 GRIEVANCE PROCEDURE – FILING A GRIEVANCE**

30-3.01 Grievances shall be submitted in writing to the Senior Leader, Inflight and the People/Labour Relations designate and include the following:

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

30-3.02 The Company shall not be required to consider any grievance which has not been filed within a period of thirty (30) Calendar Days after the Flight Attendant(s) would reasonably have knowledge of the incident giving rise to the grievance.



30-3.03 Time limits may be waived, combined, or extended by mutual written agreement between the Company and the Union.

30-3.04 If a grievance is not submitted to the next step by the Union within the prescribed time limits or the mutually agreed upon time limits the grievance will be deemed to be abandoned. If the Company does not hold a grievance hearing or issue a written reply to the grievance within the prescribed time limits or the mutually agreed upon time limits the grievance will proceed to the next step of the grievance procedure.

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

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

##### **Step I**

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

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

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

##### **Step II**

30-4.04 Heard by Senior Leader, Inflight or designate, and the Labour Relations representative and/or People Relations representative, or designate(s).

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

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

##### **Step III**

30-4.07 If no satisfactory settlement is obtained at Step II, either party may then initiate the arbitration procedure, in accordance with 30-5 Arbitration Process below, within thirty (30) calendar days of receiving the Step II decision.

#### **30-5 ARBITRATION PROCESS**

30-5.01 When a notice of intent to proceed to arbitration is received, the Parties shall jointly select an arbitrator within thirty (30) Calendar Days.

#### **30-6 ARBITRATOR'S JURISDICTION**

30-6.01 The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.

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

#### **30-7 UNION WITNESS(ES) AND REPRESENTATIVE(S)**

30-7.01 At any hearing(s) held throughout the arbitration procedures, the Union may request that Union witnesses and representatives who are employees of the Company be given time off without loss

of pay, with the lost wages invoiced to the Union in accordance with Article 11 – Union Flight Release.

30-7.02 Any release requests shall not be unreasonably or arbitrarily denied by the Company.

**30-8 ARBITRATOR'S DECISION**

30-8.01 The decision of the arbitrator shall be binding on all parties.

**30-9 ARBITRATION COST**

30-9.01 The compensation of the arbitrator, expenses incurred by the arbitrator, and costs associated with the arbitration facilities shall be borne equally by the Company and the Union.

## **ARTICLE 31 - HEALTH AND SAFETY**

### **31-1 GENERAL**

31-1.01 The Company and the Union recognize that occupational health and safety is a shared concern and agree to promote safe practices to ensure the health and safety of Flight Attendants and to establish health and safety committees, in accordance with Part II of the *Canada Labour Code*.

### **31-2 WORKPLACE AND POLICY HEALTH AND SAFETY COMMITTEES**

31-2.01 There shall be a Policy Health and Safety Committee and a Workplace Health and Safety Committee. These Committees shall perform duties outlined in Part II of the *Canada Labour Code*.

31-2.02 The Policy Health and Safety Committee shall consist of a minimum of one (1) Union representative. The Workplace Health and Safety Committee shall consist of three (3) Union representatives.

31-2.03 The Union shall select and appoint the members that will represent interests of Flight Attendants to the Policy Health and Safety Committee and the Workplace Health and Safety Committee.

31-2.04 Any member represented by the Union may contact a Union representative on the Policy or Workplace Health and Safety Committee with health and safety concerns.

### **31-3 COMMITTEE RELEASE AND COMPENSATION**

31-3.01 Flight Attendants appointed to the Workplace Health and Safety Committee shall each be provided one (1) Day of paid release per monthly scheduling period to perform all their duties on the Workplace Health and Safety Committee. An additional three (3) Days per calendar year shall be provided and used at the Union's discretion. A Flight Attendant who is a Co-Chair on the Workplace Health and Safety Committee shall be provided one (1) additional Day of paid release per monthly scheduling period. One Day of release shall be credited at four (4) Credit Hours. Additional release Days may be scheduled with the mutual agreement of the Co-Chairs of the committee.

31-3.02 The Flight Attendant appointed to the Policy Health and Safety Committee shall be provided with six (6) Days of paid release per year to perform all their duties on the Policy Health and Safety Committee. One Day of release shall be credited at four (4) Credit Hours. Additional release Days may be scheduled with the mutual agreement of the Co-Chairs of the committee.

### **31-4 MEETING TRAVEL AND ACCOMMODATIONS**

31-4.01 When a Flight Attendant on the Workplace or Policy Health and Safety Committee is required to travel to perform health and safety related duties approved by the Company, they shall be entitled to free confirmed travel per the Company Policy between the Flight Attendant's base and the location of the duties.

31-4.02 The Company shall provide hotel accommodations and per diem for time spent away from the Flight Attendant's base.

### **31-5 HEALTH AND SAFETY TRAINING**

31-5.01 Flight Attendants on the Workplace Health and Safety Committee may propose health and safety content to the Company for consideration in Inflight training.

**31-6 WORK LOCATION**

31-6.01 Flight Attendants on the Policy Health and Safety Committee and the Workplace Health and Safety Committee may perform their duties away from their base upon mutual agreement of the Co-Chairs on their committee.

**31-7 AD HOC AND EMERGENCY HEALTH AND SAFETY RELEASE**

31-7.01 Workplace Health and Safety committee members shall not suffer from a loss of Credit Hours as the result of performing ad hoc health and safety duties requested by the Company or as required by a Federal Health and Safety Officer.

**31-8 POST-CRITICAL INCIDENT CREW SUPPORT**

31-8.01 The Company and Union acknowledge that Flight Attendants may experience incidents during the course of their duties that may have an adverse psychological effect on them. The Company shall establish a process, in consultation with the Workplace Health and Safety Committee, to support Flight Attendants who may experience such incidents. The development of the process shall commence no later than one hundred and twenty (120) Calendar Days following ratification of this Agreement.

**31-9 AVIATION ACCIDENT SUPPORT**

31-9.01 The Company acknowledges that the Airline Division of the National Union and the Union each have an emergency response deployment team. When allowed by an investigating external agency, the Union may deploy one (1) of these teams for purposes of providing support and representation to Flight Attendants involved in an aviation accident, as defined by the Transportation Safety Board of Canada. The Union and the emergency response team shall not interfere with or obstruct any internal or external investigation.

31-9.02 The Company shall in no way be expected to cover the costs related to the activities of the emergency response team.

## **ARTICLE 32 - HOSTAGE, INTERNMENT, OR DEATH**

### **32-1 PRISONER OF WAR, HOSTAGE, HIJACK, INTERNMENT, OR MISSING**

32-1.01 Unless due to the Flight Attendant's unlawful activities, or negligence, a Flight Attendant who, while engaged in the Company's operations (to include any time spent on a layover), is captured, imprisoned, interned, held hostage, or goes missing will be paid their Minimum Monthly Pay Guarantee or an average of the previous three (3) months' Credit Hours worked, including any Credit Hours paid at overtime/premium, whichever is greater, in accordance with 32-1.02 below, until they are released or located, confirmed to have died, or are legally deemed to have died. If the Flight Attendant has not been released or located, confirmed to have died, or been legally deemed to have died after twelve (12) months following the date their disappearance is first reported to the appropriate authorities, the above described payments to the Flight Attendant shall be discontinued by the Company.

32-1.02 Any payments provided by the Company to a Flight Attendant under 32-1.01 above will be direct deposited into the Flight Attendant's bank account or otherwise disbursed in accordance with the Flight Attendant's written instructions. A Flight Attendant may issue such instructions using a designated beneficiary form, which will be made available on the Swoop Inflight Device.

32-1.03 A Flight Attendant will not lose any pay as a result of the unlawful seizure of any aircraft to which they were assigned on either an operational or Deadhead basis.

### **32-2 DEATH WHILE ENGAGED IN COMPANY OPERATIONS**

32-2.01 Unless due to the Flight Attendant's unlawful activities, or negligence, if a Flight Attendant dies while engaged in the Company's operations (to include any time spent on a layover) and there is no applicable third (3<sup>rd</sup>) party coverage available, the Company will pay the transportation costs and will assume responsibility for transporting the Flight Attendant's remains back to a destination where Company or WestJet, an Alberta Partnership, cargo services are offered, as designated by their beneficiary.

**ARTICLE 33 - SCHEDULING**

**33-1 MONTHLY SCHEDULE CONSTRUCTION AND BIDDING**

33-1.01 Flight Attendants may submit a monthly bid, using the Preferential Bidding System (PBS), to ensure their preferences are known. All schedules will be awarded or assigned by a seniority-based model. In the event a Flight Attendant fails to submit a monthly bid, the assignment of their schedule will be at the discretion of the Company.

33-1.02 Bidding options shall include:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) Layover location;
- d) Specific Guaranteed Day(s) Off;
- e) Guaranteed Days Off between work periods; and
- f) Any additional bidding option(s) identified and mutually agreed upon by the Union and the Company.

**NOTE: 33-1.02 shall be effective no later than three (3) monthly scheduling periods following the ratification of this Agreement**

**33-2 RELEASE OF SCHEDULES**

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

33-2.01 The Company will apply the following procedures for releasing schedules:

Day of Month	Event
13	The Company will publish the monthly electronic bid packages by 0900 MT. These shall be considered the final bid packages for the monthly bidding period.
15	Bidding period for the following month will close by 2359 MT.
25	Schedules for the following month will be released no later than 2359 MT.

33-2.02 In the event of extenuating circumstances, the final bid packages and/or the dates in 33-2.01 above may be adjusted by the Company. In those circumstances, the Company will notify the Union of the reasons for the final bid package or date adjustments.

**33-3 MONTHLY SCHEDULING WINDOW**

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

33-3.01 Flight Attendants will be scheduled between seventy-five (75) Credit Hours and ninety (90) Credit Hours per monthly scheduling period.

**33-4 MONTHLY SCHEDULING PERIODS**

33-4.01 There will be twelve (12) monthly scheduling periods in a year:

- a) 01 January – 30 January
- b) 31 January – 01 March (exception: leap years, 31 January – 29 February)
- c) 02 March – 31 March (exception: leap years, 01 March – 31 March)

- d) 01 April – 30 April
- e) 01 May – 31 May
- f) 01 June – 30 June
- g) 01 July – 31 July
- h) 01 August – 31 August
- i) 01 September – 30 September
- j) 01 October – 31 October
- k) 01 November – 30 November
- l) 01 December – 31 December

**33-5 MINIMUM DAYS OFF**

33-5.01 Flight Attendants will be scheduled a minimum of ten (10) Guaranteed Days Off per monthly scheduling period.

33-5.02 If a Flight Attendant is Inactive for one (1) or more Days in a monthly scheduling period, the minimum Guaranteed Days Off in 33-5.01 above and the Minimum Monthly Pay Guarantee (MMG) in Article 39 – Pay Administration will both be pro-rated based on the number of Days in the monthly scheduling period that the Flight Attendant is Active.

**33-6 MAXIMUM CONSECUTIVE DAYS ON DUTY**

33-6.01 Crew Planning may only schedule Flight Attendants for duty to a maximum of six (6) consecutive Days in their planned schedule unless mutually agreed to between the Union and the Company. After six (6) consecutive Days of originally scheduled duty, a Flight Attendant must have a Scheduling Day free from duty in their base.

33-6.02 The maximum scheduled consecutive Days on duty as outlined in 33-6.01 above may be voluntarily extended to a maximum of seven (7) consecutive Days by the Flight Attendant through Trip Trade. After seven (7) consecutive Days on duty, the Flight Attendant must have a planned rest period of twenty-four (24) hours.

33-6.03 The maximum number of scheduled sectors (including Deadheads) in any duty period will be limited to five (5). Taxi sectors do not count towards the maximum number of sectors. Crew Scheduling may add a sixth (6<sup>th</sup>) sector if it is a Deadhead to position the Flight Attendant back to their base at the end of the pairing.

**33-7 DUTY PERIOD CALCULATION**

33-7.01 Duty periods are calculated from the Flight Attendant’s Report Time to their Release Time.

33-7.02 A Flight Attendant’s Report Time shall be sixty (60) minutes prior to the scheduled flight departure time.

33-7.03 A Flight Attendant’s Release Time shall be:

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

33-7.04 The Report Time and Release Time for a Company assigned Non-Pairing Activity (e.g. meeting, training event) shall be based on the scheduled start and end time of the activity.

**33-8 MAXIMUM SCHEDULED DUTY PERIODS**

33-8.01 The Company will not schedule any duty periods exceeding fourteen (14) hours.

**33-9 EXTENSION OF DUTY PERIODS**

- 33-9.01 In the event of delay or IROP, the Company may require a Flight Attendant to extend their duty period to a maximum of two (2) hours beyond the maximum scheduled duty period outlined in 33-8.01 above.
- 33-9.02 In the event of delay or IROP, the Company may request that a Flight Attendant extend their duty period an additional one (1) hour beyond the duty period outlined in 33-9.01 above, with the Flight Attendant’s consent.
- 33-9.03 If the last leg of a duty period is a Deadhead, the maximum planned duty period outlined in 33-8.01 above may be increased by three (3) hours for that duty period with the consent of the Flight Attendant.
- 33-9.04 Under no circumstance shall duty periods exceed seventeen (17) hours.
- 33-9.05 A Flight Attendant who completes a duty period longer than the applicable maximum scheduled duty period outlined in 33-8.01 above will be entitled to extended duty period pay outlined in the table below, unless the extension to the duty period is the result of a personal pairing modification.

Length of Completed Duty Period Extension (in minutes)	Extended Duty Period Premium
1 – 60	\$50
61 – 120	\$100
121 – 180	\$200

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

**33-10 MINIMUM REST AT BASE**

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

- 33-10.01 A Flight Attendant shall be scheduled a minimum of twelve (12) hours rest at base calculated from Release Time to Report Time for pairings and Non-Pairing Activities awarded as part of the original published monthly schedule.
- 33-10.02 A Flight Attendant will not be awarded two (2) pairings on the same Scheduling Day.
- 33-10.03 A Flight Attendant shall be scheduled a minimum of twelve (12) hours rest at base calculated from Release Time to Report Time for pairings and Non-Pairing Activities assigned by Crew Scheduling.
- 33-10.04 In the event of a delay or IROP, minimum rest at base may be reduced to ten and one half (10.5) hours calculated from Release Time to Report Time.
- 33-10.05 If a Flight Attendant is aware that they will not receive the minimum rest indicated in 33-10.04 above, the Flight Attendant shall advise Crew Scheduling. The Company will assign the Flight Attendant a delayed Report Time, a reassignment, and/or reserve.



### **33-11 MINIMUM REST AWAY FROM BASE**

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

- 33-11.01 A Flight Attendant shall be scheduled a minimum of ten and one half (10.5) hours rest between duty periods calculated from Release Time to Report Time.
- 33-11.02 In the event of a delay or IRDP, minimum rest away from base may be reduced to a minimum of nine (9) hours from hotel check-in "lobby-to-lobby, key-in-hand".
- 33-11.03 When a Flight Attendant's duty period exceeds the maximum scheduled duty periods in 33-8.01 above, the minimum rest period will be ten and one half (10.5) hours plus an amount equal to the length of the duty period extension from hotel check-in "lobby-to-lobby, key in hand".
- 33-11.04 If a Flight Attendant is aware that they will not receive the minimum rest indicated in 33-11.02 above, the Flight Attendant shall advise Crew Scheduling. The Company may assign the Flight Attendant a delayed Report Time, a reassignment, and/or reserve.
- 33-11.05 Should minimum crew rest be interrupted either by the Company or by a significant disruption at the layover hotel (e.g. fire, flood, alarm, evacuation) during a layover, the Flight Attendant can request to have the remaining rest period increased to nine (9) hours if the remaining rest period is less than nine (9) hours at the conclusion of the interruption.

### **33-12 NOTIFICATION OF A DELAY AT BASE PRIOR TO PAIRING REPORT**

- 33-12.01 If a delay becomes known to the Company prior to the Flight Attendant's Report Time, the Company shall notify the Flight Attendant of the delay. The Company will not call the Flight Attendant within eleven (11) hours of the Release Time of the previous duty period unless the Company will provide the Flight Attendant with a minimum of eleven (11) hours rest from the time of the call until the updated Report Time.
- 33-12.02 When the Company notifies the Flight Attendant at least two (2) hours prior to the Flight Attendant's originally scheduled Report Time, the Report Time will be adjusted in accordance with 33-7.02 above based on the revised flight departure time to a maximum of four (4) hours.
- 33-12.03 When the Company notifies the Flight Attendant less than two (2) hours prior to the Flight Attendant's originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.
- 33-12.04 Contacting a Flight Attendant within the time parameters outlined in 33-12.01 to 33-12.03 will not be considered a disruption of rest.
- 33-12.05 Any notifications received from an electronic notification system will not be considered a disruption of rest regardless of the time the notification is received.

### **33-13 NOTIFICATION OF A DELAY AWAY FROM BASE DURING A LAYOVER**

- 33-13.01 If a Flight Attendant is away from base and a delay becomes known to the Company prior to the Flight Attendant's Report Time, the Company shall notify the Flight Attendant of the delay. The Company will not call the Flight Attendant within ten and one half (10.5) hours of the Release Time of the previous duty period unless the Company will provide the Flight Attendant with a minimum of ten and one half (10.5) hours rest from the time of the call until the updated Report Time.
- 33-13.02 When contacting a Flight Attendant in accordance with 33-13.01 above, the Company will not call the Flight Attendant earlier than one and one half (1.5) hours prior to the originally scheduled Report Time.

- 33-13.03 When the Company calls the Flight Attendant between one and one half (1.5) hours prior to the originally scheduled Report Time and no later than forty-five (45) minutes prior to the originally scheduled Report Time, the Report Time shall be adjusted in accordance with 33-7.02 above based on the revised flight departure time to a maximum of four (4) hours.
- 33-13.04 When the Company calls the Flight Attendant less than forty-five (45) minutes prior to the originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.
- 33-13.05 Contacting a Flight Attendant within the time parameters outlined in 33-13.02 to 33-13.04 above will not be considered a disruption of rest.
- 33-13.06 Any notifications received from an electronic notification system will not be considered a disruption of rest regardless of the time the notification is received.

#### **33-14 REASSIGNMENT**

- 33-14.01 The Company may reassign a Flight Attendant to an alternate flight(s), activate them from a Deadhead flight(s), or place them on reserve, as operationally required. Reassignments shall be assigned by reverse seniority of the Flight Attendants on the pairing.
- 33-14.02 A Flight Attendant will not be required to accept a reassignment where the Report Time on the first duty period of the modified pairing is earlier than the originally scheduled Report Time of the pairing.
- 33-14.03 A Flight Attendant will not be required to accept:
- a) A reassignment where the Release Time on the last duty period of the modified pairing is later than 0059 on the last Day of the pairing, or;
  - b) A reassignment that would include a subsequent flight duty segment(s) following a leg that lands in the Flight Attendant's base after the original pairing Release Time.
- 33-14.04 A delay or cancellation of an assigned flight(s), which results in an extension to the Release Time of the pairing, shall not be considered a reassignment for the purposes of 33-14.03 above and the Flight Attendant shall be required to complete the pairing subject to the maximum duty periods. In the event of a cancellation of an assigned flight which results in an extension to the Release Time of the pairing, Crew Scheduling shall return the Flight Attendant to their base as soon as practicable.
- 33-14.05 If there is no alternate flight(s) available for reassignment, the Flight Attendant shall be reassigned to a Reserve Period that aligns with the call-out window starting no earlier than two (2) hours prior to the scheduled Report Time of the removed flight(s). For any subsequent periods of reserve, the call out time will be aligned with the call-out windows as outlined in Article 34 – Reserve.
- 33-14.06 If reassigned to a Reserve Period, the Flight Attendant will receive the greater of the original pairing Credit or the actual operated Credit Hours of the pairing(s) assigned during the Reserve Period(s) reconciled in accordance with Article 39 – Pay Administration.
- 33-14.07 A Flight Attendant may be required by the Company to be reassigned while on a layover.
- 33-14.08 The Company will not call the Flight Attendant on layover for reassignment within ten and one half (10.5) hours of the Release Time of the previous duty period unless the Company will provide the Flight Attendant with a minimum of ten and one half (10.5) hours rest from the time of the call until the updated Report Time.
- 33-14.09 Any notifications received from an electronic notification system will not be considered a disruption of rest regardless of the time the notification is received.

### **33-15 TRIP TRADES**

- 33-15.01 A Flight Attendant shall not be permitted to complete a Trip Trade(s) to be absent from work for an excessive period(s) of time.
- 33-15.02 A Flight Attendant must submit a Trip Trade request(s) to the Company via email, or via an automated Trip Trade system if subsequently implemented.
- 33-15.03 A Trip Trade request(s) must be submitted by both Flight Attendants involved no less than thirty-six (36) hours prior to the originally scheduled Report Time of the pairing(s) being traded. The Company will not process a Trip Trade request(s) within twelve (12) hours of the originally scheduled Report Time of the pairing(s) being traded.
- 33-15.04 A Flight Attendant is permitted a maximum of three (3) Trip Trades per monthly scheduling period.
- 33-15.05 A Flight Attendant is only permitted to Trip Trade within their base.
- 33-15.06 A Flight Attendant is only permitted to Trip Trade full Reserve Blocks. Trip Trades involving partial Reserve Blocks are not permitted.
- 33-15.07 A new-hire Flight Attendant is not permitted to complete a Trip Trade(s) in their first sixty (60) Days calculated from the date of the Flight Attendant's first completed operational pairing.
- 33-15.08 A Flight Attendant may only Trip Trade Lead Flight Attendant duties with another Flight Attendant who has the Lead Flight Attendant qualification.
- 33-15.09 A Flight Attendant may not submit a Trip Trade request for a pairing(s) that involves the last Day of the monthly scheduling period until the schedules for the following monthly scheduling period have been released.
- 33-15.10 A Flight Attendant must ensure that a submitted Trip Trade request(s) is in compliance with all minimum rest at base requirements as outlined in 33-10.03 above and maximum consecutive Days on duty as outlined in 33-6.02 above. Should a Trip Trade be processed which is not in compliance with the minimum rest at base requirements as outlined in 33-10.03 above or the maximum consecutive Days on duty as outlined in 33-6.02 above, the pairing(s) will be removed from the Flight Attendant's schedule and the Flight Attendant will forfeit the credit for the removed pairing(s).

### **33-16 RETURN TO DUTY WITH SCHEDULE ASSIGNED**

- 33-16.01 A Flight Attendant who is able to return to duty shall notify Crew Scheduling of their ability to return to work for the following Day no later than 1900 LBT.
- 33-16.02 At the Company's sole discretion, a Flight Attendant may be assigned an open time pairing(s) or a Reserve Period(s) at the Flight Attendant's base. When assigned a pairing, the Release Time of the pairing must be no later than four (4) hours after the original Release Time of the removed pairing. When assigned a Reserve Period(s), the Flight Attendant must be returned to their base no later than four (4) hours after the original Release Time of the removed pairing.
- 33-16.03 When assigned an open time pairing upon returning to duty following an absence, a Flight Attendant will be credited the actual operated Credit Hours of the assigned pairing(s).
- 33-16.04 When assigned a Reserve Period(s) upon returning to duty following an absence, a Flight Attendant will be credited the greater of four (4) Credit Hours for each Reserve Period(s) in which the Flight Attendant has returned to duty or the actual operated Credit Hours of the assigned pairing(s), reconciled as outlined in Article 39 – Pay Administration. If a Flight Attendant is placed on a partial Reserve Period, the Credit for the Reserve Period will be prorated accordingly.

### **33-17 RETURN TO DUTY WITH NO SCHEDULE ASSIGNED**

- 33-17.01 When a Flight Attendant is able to return to duty and does not have a schedule assigned, a Flight Attendant may be assigned, at the Company's sole discretion, an open time pairing(s) or Reserve Period(s) at the Flight Attendant's base in an effort to meet the Flight Attendant's MMG.
- 33-17.02 When assigned an open time pairing upon returning to duty, a Flight Attendant will be credited the actual operated Credit Hours of the assigned pairing(s).
- 33-17.03 When assigned a Reserve Period(s) upon returning to duty, a Flight Attendant will be credited the greater of four (4) Credit Hours for each Reserve Period(s) in which the Flight Attendant has returned to duty or the actual operated Credit Hours of the assigned pairing(s), reconciled as outlined in Article 39 – Pay Administration.

### **33-18 STAND-UP DUTY PERIOD**

- 33-18.01 A stand-up duty period occurs when a Flight Attendant operates an evening flight, that is not a Red-Eye flight, followed by a morning flight without receiving the minimum rest away from base as outlined in 33-11.01 above.
- 33-18.02 A stand-up duty period will be the only duty period in the pairing, and it may consist of a maximum of two (2) flight segments which must align with the maximum scheduled duty periods in 33-8.01 above.
- 33-18.03 For all scheduled single duty periods that span over two (2) consecutive Days, the Company shall block both Days as Days of work.
- 33-18.04 A Flight Attendant assigned a stand-up duty period will be provided single-occupancy hotel accommodations when the time on the ground exceeds four (4) hours or more, unless the hotel is located at the airport terminal, in which case, three (3) hours or more will apply.

### **33-19 COMPANY OPEN TIME PAIRINGS**

- 33-19.01 At the Company's sole discretion, Company open time pairings may be published for pick-up.
- 33-19.02 Open time pairings will be awarded on a first come first serve basis.
- 33-19.03 If a Company open time pairing is cancelled or removed by the Company more than six (6) hours prior to the pairing Report Time, the associated Credit will be removed without pay protection.
- 33-19.04 If a Company open time pairing is cancelled or removed by the Company less than six (6) hours prior to the pairing Report Time, the Flight Attendant may choose to be reassigned in accordance with 33-14 above. When reassigned, the Flight Attendant will be credited the greater of the original Company open time pairing Credit, the actual operated Credit Hours of the reassigned pairing(s), or the reserve Credit, reconciled in accordance with Article 39 – Pay Administration. If the Flight Attendant chooses not to be reassigned, they will forfeit the Credit.

### **33-20 MAXIMUM MONTHLY CREDIT HOURS**

- 33-20.01 A Flight Attendant is subject to a maximum of one hundred and twenty (120) Credit Hours per monthly scheduling period, including Credit Hours associated with approved absences. Maximum hours may only be exceeded due to operational requirements such as delays, IROPs, reassignments, and assigned reserve flying.

### **33-21 BOOKING OFF FATIGUED**

- 33-21.01 A Flight Attendant must advise Crew Scheduling as soon as possible when booking off fatigued. Flight Attendants who book off fatigued must submit an Incident Hazard Report (IHR) within twenty-four (24) hours describing the circumstances that led up to the fatigue.

33-21.02 If a Flight Attendant is removed from duty due to fatigue, they will be pay protected for the original pairing, provided every effort was made to utilize the time free from duty to arrive at work fit to fly. This determination will be made once the circumstances of the incident have been reviewed by the Company.

33-21.03 In application of 33-21.01 above, when a Flight Attendant is removed from duty due to fatigue, the following will apply:

- a) The Flight Attendant will be required to mitigate fatigue through a minimum rest period, as outlined in 33-10.01 or 33-11.01 above, at the location where fatigue was identified; then,
- b) The Flight Attendant will be returned to duty as outlined in 33-16 above.

### **33-22 TURN TIMES OF FLIGHTS DURING A DELAY OR IROP**

33-22.01 For the purposes of duty period calculation, turn times in a delay or IROP, if modified, shall be reasonable with consideration given to pre-flight and post-flight duties.

### **33-23 BOOKING OFF MID-PAIRING**

33-23.01 If a Flight Attendant needs to book off mid-pairing, they must inform Crew Scheduling at the earliest possible opportunity to arrange a replacement Flight Attendant. A Flight Attendant who is sick mid-pairing will be provided hotel accommodations in the city where they have booked off.

33-23.02 If the Flight Attendant is able to return to duty prior to the original pairing Release Time, the Flight Attendant may be returned to duty as outlined in 33-16 above.

33-23.03 If the Flight Attendant is medically fit to travel, but is not medically fit to operate or the original Release Time of the pairing has passed, they will be provided a Deadhead flight to their base.

### **33-24 CREW COMPLEMENT**

33-24.01 The minimum crew complement for any flight operated by the Company shall be assigned in accordance with the regulatory requirements established by Transport Canada. The Company may staff flights above the minimum crew complement.

### **33-25 LINE ASSESSMENTS**

33-25.01 Flight Attendants subject to line assessments will be given a minimum of twenty-four (24) hours advance notice. If the Flight Attendant does not attend their line assessment, this notice requirement will be waived until the line assessment is completed.

### **33-26 INFLIGHT CREW REST**

**NOTE: Effective no later than six (6) monthly scheduling periods following the ratification of this Agreement**

33-26.01 On any flight blocked greater than four (4) hours, the Company will designate up to three (3) seats as "last sold" for crew rest purposes. These seats will be "soft blocked" within the last row. Priority for "soft block" seats will be for confirmed guests and standby travelers. If a flight is fully booked, "soft blocked" crew rest seats will not be available for that flight sector.

## ARTICLE 34 - RESERVE

### 34-1 CREW PLANNING – RESERVE ASSIGNMENT

- 34-1.01 The Company will determine the reserve requirements for each monthly scheduling period. 34-1.02 A Flight Attendant may be scheduled multiple Reserve Blocks in a monthly scheduling period. Flight Attendants will be scheduled Reserve Blocks to a maximum of five (5) consecutive Reserve Periods in length. A Flight Attendant will be scheduled a maximum of nine (9) Reserve Periods in any monthly scheduling period.

### 34-2 RESERVE CREDIT

- 34-2.01 Each Reserve Period will be credited four (4) Credit Hours.
- 34-2.02 If a Flight Attendant is assigned a pairing during a Reserve Period, the Flight Attendant will be credited the assigned pairing Credit as outlined in Article 39 – Pay Administration.
- 34-2.03 If a Flight Attendant notifies the Company of an absence after being assigned a pairing during a Reserve Period, any Credit Hours in the assigned pairing that were not completed will be removed. The absence will be reconciled as the greater of the Credit Hours worked in the duty period or the Credit of the Unplanned Emergency Day. An Unplanned Emergency Day will not be used if the Credit Hours worked in the duty period are greater than the Credit Hours associated with the Unplanned Emergency Day.
- 34-2.04 For the purposes of 34-2.03 above, if the Flight Attendant does not have any Unplanned Emergency Days remaining in their allotment, the Flight Attendant's MMG will be reduced by the difference between the Credit Hours worked in the duty period and four (4) Credit Hours.
- 34-2.05 If the Flight Attendant is able to return to duty prior to the end of the Reserve Block, the remaining Reserve Periods will be reinstated.

### 34-3 RESERVE DUTY

- 34-3.01 The call-out window(s) of the Reserve Periods shall be determined by the Company on a monthly basis.
- 34-3.02 The call-out window for a Reserve Period shall not be greater than twelve (12) hours in length and shall not infringe on the time period of 0100 to 0259 LBT.
- 34-3.03 The Reserve Holder shall be contacted by phone, on the phone number the Reserve Holder has designated as their primary contact number, during the hours of their scheduled Reserve Period, unless for reasons outlined in 34-3.08 below.
- 34-3.04 A Reserve Holder will be considered on call at all times during their Reserve Period.
- 34-3.05 A Reserve Holder must be available to report for duty as soon as possible and by no later than two (2) hours from the initial contact from the Company.
- 34-3.06 Every Reserve Holder shall be required to be available by phone, or other contact method agreed upon by the Union and the Company.
- 34-3.07 The Company will contact a Reserve Holder and will leave a message, if possible. The Reserve Holder must respond to the Company within fifteen (15) minutes of the Company initially contacting the Reserve Holder. If the Reserve Holder does not respond to the Company within fifteen (15) minutes of the Company initially contacting the Reserve Holder, they will be considered a no show for that Reserve Period. The pairing or airport standby reserve will be removed, and their MMG shall be reduced by four (4) Credit Hours.

- 34-3.08 The Company may contact a Reserve Holder up to two (2) Days prior to the commencement of a Reserve Period to assign an advance pairing or airport standby reserve (ASR). If a Reserve Holder is assigned an advance pairing or ASR, a minimum of twelve (12) hours rest will be provided from the time of contact to the report time of the advance pairing or ASR. The Reserve Holder must respond either by phone, or other contact method agreed upon by the Union and the Company, a minimum of six (6) hours prior to the Report Time of the advance pairing or ASR. If the Reserve Holder does not respond within this timeframe, they will be considered a no show for that Reserve Period. The advance pairing or ASR will be removed and their MMG shall be reduced by four (4) Credit Hours.
- 34-3.09 If a Reserve Holder is assigned a pairing, the pairing must have a Report Time either within the Reserve Period or a departure no later than two (2) hours after the end of the Reserve Period.
- 34-3.10 The duty period for a pairing assigned during a Reserve Period will begin at the Report Time of the assigned pairing.
- 34-3.11 A Flight Attendant will not be assigned a pairing with a scheduled Release Time, for the first duty period of the assigned pairing, later than eighteen (18) hours after the commencement of the Reserve Period without the consent of the Flight Attendant. This shall not apply when a Flight Attendant is assigned an advance pairing or ASR as outlined in 34-3.08 above.
- 34-3.12 If a Reserve Holder has been assigned a pairing for a part of a Reserve Block, Crew Scheduling may extend the pairing for any remaining Reserve Periods in the Reserve Block. The extension shall not extend beyond the original number of Reserve Periods in the Reserve Block.
- 34-3.13 The scheduled Release Time of an assigned reserve pairing must be prior to 0159 on the last Reserve Period of the Reserve Block unless the Flight Attendant consents to an extension. Extensions into a Day off will be reconciled in accordance with Article 39 – Pay Administration.
- 34-3.14 At the Company's discretion, a Reserve Holder may be positioned to another destination, other than the Reserve Holder's base, to hold a portion of, or all of, their Reserve Block. When a Reserve Holder is positioned to a destination that is not their base, the Reserve Holder will be provided with hotel accommodations and per diem for time spent away from their base.

#### **34-4 AIRPORT STANDBY RESERVE (ASR)**

- 34-4.01 A Reserve Holder assigned an ASR period will be required to report to the airport at their base to remain on standby for possible pairing assignment. The Reserve Holder must be in uniform and remain in the airport during the ASR period. The Reserve Holder must respond to the Company within ten (10) minutes of the Company initially contacting the Reserve Holder and must be able to report to the required gate in a reasonable amount of time. The duty period will begin at the required ASR Report Time.
- 34-4.02 An ASR period will be for a maximum of five (5) consecutive hours which must begin within the scheduled Reserve Period. Any flight assignments must depart within the ASR period or no later than two (2) hours after the ASR period ends. If no flight assignment is made by the end of the ASR period, the Reserve Holder will be released from duty.
- 34-4.03 If a Reserve Holder on ASR is not assigned a pairing, they shall receive four (4) Credit Hours towards their MMG for that ASR period.

#### **34-5 RESERVE REST**

- 34-5.01 The minimum rest at base required between pairings assigned to a Reserve Holder shall be twelve (12) hours. The Company shall not contact the Reserve Holder during this minimum rest period, except where the Company is assigning an advance pairing or ASR in accordance with 34-3.08 above.

## **ARTICLE 35 - DEADHEADING**

### **35-1 DRESS CODE**

- 35-1.01 Flight Attendants must wear their uniform when Deadheading unless otherwise authorized.
- 35-1.02 Where Flight Attendants are not required to be in uniform, they must adhere to the Company's dress code policies and must have access to their uniform at all times in the event the Company activates the Flight Attendant for duty.

### **35-2 DEADHEAD CREDIT**

- 35-2.01 A Flight Attendant will be Credited fifty percent (50%) of the flight time for a Deadhead on Company flights, reconciled in accordance with Article 39 – Pay Administration (Pairing Reconciliation).
- 35-2.02 If a Deadhead occurs on an alternate air carrier the Flight Attendant will be Credited fifty percent (50%) of the scheduled flight time, reconciled in accordance with Article 39 – Pay Administration (Pairing Reconciliation).
- 35-2.03 If a Deadhead occurs by other means of transportation (ground/maritime transportation), for the purpose of positioning the Flight Attendant between two (2) different airports, and where the scheduled transportation time is greater than one (1) hour, the Flight Attendant will be Credited fifty percent (50%) of the scheduled transportation time, reconciled in accordance with Article 39 – Pay Administration (Pairing Reconciliation).
- 35-2.04 If a personal Deadhead cancellation results in a reduction in the scheduled or actual pairing Credit, the Flight Attendant's MMG will be reduced accordingly.

### **35-3 PERSONAL DEADHEAD MODIFICATIONS AND CANCELLATIONS**

- 35-3.01 Personal Deadhead modifications will not be permitted.
- 35-3.02 A Flight Attendant is permitted to cancel their first or last leg Company Deadhead flight. Personal Deadhead cancellation requests must be submitted electronically a minimum of twenty-four (24) hours prior to the Report Time of the original Deadhead flight. When cancelling a first or last leg Deadhead flight, the Flight Attendant is solely responsible for their own transportation to/from their assigned duty.
- 35-3.03 Deadhead flights on alternate carriers are not eligible for a personal Deadhead cancellation.
- 35-3.04 Personal Deadhead cancellations will be subject to the approval of the Company and will not be unreasonably denied.
- 35-3.05 If a personal Deadhead cancellation results in a reduction in the scheduled or actual pairing Credit, the Flight Attendant's MMG will be reduced accordingly.

### **35-4 DEADHEAD SEAT ASSIGNMENT**

- 35-4.01 Where available, the Company will assign a window or aisle seat for any Deadheads on Company flights, with a scheduled flight time greater than two (2) hours, that are awarded or assigned to a Flight Attendant as part of their original monthly schedule from Crew Planning. For clarity, this will not apply to Deadheads on any alternate carrier. 35-4.02 A seat will not be assigned by the Company when a pairing containing a Deadhead flight is Trip Traded between Flight Attendants.



## ARTICLE 36 - HOTELS AND TRANSPORTATION

### 36-1 GENERAL

36-1.01 The selection of hotel accommodation and transportation will be determined by the Company, after discussing it with the Union, on the basis of safety, cost, and location.

36-1.02 The Company will provide and directly pay for single-occupancy hotel accommodations for Flight Attendants when:

- a) Any layover occurs between two (2) duty periods on a single pairing;
- b) Required to overnight for a training event outside of the Flight Attendant's base; or
- c) A posted delay or cancellation results in time on ground longer than five (5) hours in a single duty period on a pairing, if the hotel accommodation is requested by the Flight Attendant.

36-1.03 A Flight Attendant will be responsible for incidental expenses and damage to hotel property on layovers.

### 36-2 HOTEL TRANSPORTATION

36-2.01 The Company shall provide reasonable transportation to and from the airport when a Flight Attendant is required to layover away from their base.

36-2.02 Flight Attendants shall be responsible for transportation costs resulting from missed scheduled transportation.

36-2.03 When transportation is not provided within forty (40) minutes after Release Time, or within ten (10) minutes of the scheduled hotel shuttle time from the hotel, Flight Attendants shall contact Crew Scheduling and will be reimbursed for the actual expenses incurred for taxi/rideshare transportation to or from the airport. A receipt must be included for reimbursement.

### 36-3 HOTEL CANCELLATION

36-3.01 If a Flight Attendant chooses not to use a booked hotel room while on a layover, the Flight Attendant shall contact Crew Scheduling and every effort shall be made to provide no less than forty-eight (48) hours' notice prior to the nights stay to inform it is not needed. The Flight Attendant must provide a phone number for contact.

36-3.02 If 36-3.01 applies, transportation will not be provided to the Flight Attendant apart from what is scheduled to the Company booked hotel.

## **ARTICLE 37 - TRAINING**

### **37-1 GENERAL**

37-1.01 All Flight Attendants are required to remain qualified for their role. To remain qualified, a Flight Attendant must successfully complete all required Transport Canada and Company training elements.

### **37-2 RE-EVALUATION**

37-2.01 If a Flight Attendant is unsuccessful in a recurrent training event, they shall be provided with an opportunity for re-evaluation. Schedule adjustments for the Flight Attendant will be made by the Company as required to accommodate the re-evaluation. Upon successful re-evaluation, the Flight Attendant will be reassigned for the remainder of any affected pairing(s).

### **37-3 TRAVEL OUT OF BASE FOR TRAINING**

37-3.01 When the Company requires a Flight Attendant to travel to a location other than their base for Company required in-person training, the Company will provide free confirmed travel in accordance with Company policy. The Company will also provide hotel accommodations and ground transportation between the airport, the hotel and the training facility.

37-3.02 For travelling out of base for training, a Flight Attendant will be credited pursuant to Article 35 – Deadheading (Deadhead Credit).

### **37-4 ONLINE TRAINING MODULES**

37-4.01 Online training modules required for in-person training events will normally be loaded in the electronic learning portal a minimum of fourteen (14) Days prior to the in-person training event. When a Flight Attendant is returning from a period of inactivity less than fourteen (14) Days prior to the in-person training event, the online training modules will be loaded as soon as practicable after the Flight Attendant notifies the Company of their return to work date.

## **ARTICLE 38 - CHARTER OPERATIONS AND SPECIAL PURPOSE FLIGHTS**

### **38-1 CHARTER OPERATIONS**

38-1.01 Examples of Charter operations include sports charters, ad hoc charters, and scheduled charters.

38-1.02 The Company may assign Charter flights as part of the regular monthly schedule release. Such assignments cannot be refused.

38-1.03 The Company may select and assign specific Flight Attendants for Charter operations. When this occurs, the Flight Attendant will be contacted prior to the Charter being assigned and will have the right to refuse such assignment. For any Charter operations requiring specific staffing assignments, the Company will notify the Union.

38-1.04 Duty periods containing a Charter flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Charter flight.

38-1.05 In the event that a potential Charter opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 38-1.02, 38-1.03 and 38-1.04 above, the Company will notify the Union in order to negotiate any required changes.

### **38-2 SPECIAL PURPOSE FLIGHTS**

38-2.01 Examples of Special Purpose Flights include inaugural flights, high-profile flights, or flights with a significant publicity opportunity.

38-2.02 The Company may select and assign specific Flight Attendants to a limited number of Special Purpose Flights, not to exceed ten (10) round trip flights per year, when it determines that the circumstances call for a particular crew.

38-2.03 Duty periods containing a Special Purpose Flight may be constructed with a Report Time up to sixty (60) minutes earlier than normal for the Special Purpose Flight.

38-2.04 In the event that a potential Special Purpose Flight opportunity arises that would require changes to the terms specified in this Agreement, excluding those set out in 38-2.02 and 38-2.03 above, the Company will notify the Union in order to negotiate any required changes.

## ARTICLE 39 - PAY ADMINISTRATION

### 39-1 MINIMUM MONTHLY PAY GUARANTEE (MMG)

39-1.01 The MMG for a Flight Attendant shall be seventy-five (75) Credit Hours.

**NOTE: 39-1.01 is effective the third full monthly schedule period following the ratification of this Agreement**

39-1.02 A Flight Attendant who is not available for duty due to an unpaid absence from the workplace or who is involved in a Trip Trade which results in a decrease in their Credit Hours will have their MMG reduced accordingly.

39-1.03 When a duty period starts in one (1) monthly scheduling period and ends in the following monthly scheduling period, the Credit Hours associated with that duty period will be applied to the monthly scheduling period in which the duty period was scheduled to commence.

39-1.04 A Flight Attendant will receive pay for monthly scheduling period credit growth when the Flight Attendant's original monthly scheduled Credit Hours plus any credit growth exceeds the Flight Attendant's MMG.

39-1.05 When a Trip Trade results in the addition of Credit Hours to a Flight Attendant's monthly schedule (i.e. positive shift variance), the Flight Attendant will be paid but not credited the value of the additional Credit Hours including any credit growth on the Trip Trade pairing. The reconciliation of a Trip Trade pairing will be completed as outlined in 39-5.01 below.

### 39-2 OVERTIME THRESHOLD

39-2.01 A Flight Attendant will receive overtime pay, at one and one half (1.5) times the Flight Attendant's regular rate of pay, for eligible Credit Hours worked in excess of ninety (90) Credit Hours for the monthly scheduling period.

39-2.02 There shall be no duplication of overtime payments for the same hours worked.

### 39-3 HOURS COMPENSATED AS PREMIUM PAY

39-3.01 Any Credit Hours compensated as premium pay in a monthly scheduling period shall not be eligible for overtime compensation and shall be removed from that monthly scheduling period's Credit Hour total for the purposes of calculating the Flight Attendant's overtime pay entitlement.

### 39-4 PUBLISHED COMPANY OPEN TIME PAIRINGS

39-4.01 A Flight Attendant who picks up a pairing from published Company open time on a GDO, including pairings picked up as a result of Company cold-calling, will be paid but not credited premium pay at one and one half (1.5) times the Flight Attendant's regular rate of pay for the Credit Hours of the pairing which shall include any credit growth in the pairing.

39-4.02 A Flight Attendant who picks up a pairing from published Company open time on an Off Day, including pairings picked up as a result of Company cold-calling, will be credited for the Credit Hours of the pairing which shall include any credit growth in the pairing.

39-4.03 If a Flight Attendant does not complete a Company open time pairing due to an absence from the workplace, any Credit Hours not completed will not be paid and there shall be no deduction of UEDs.

### 39-5 PAIRING RECONCILIATION

39-5.01 A Flight Attendant will be credited the greater of their originally scheduled Credit Hours of the entire pairing or the Credit Hours actually operated by the Flight Attendant over the entire pairing.

Any increase in pairing Credit pursuant to this provision will be considered monthly scheduling period credit growth.

39-5.02 If an entire pairing is cancelled prior to the Flight Attendant's Report Time, the Flight Attendant will be assigned a Reserve Period(s) and will be credited four (4) Credit Hours for each Reserve Period. The Flight Attendant's MMG will not be reduced due to a pairing cancellation however the Flight Attendant's original pairing Credit will not be pay protected. Pay for any cancelled Company open time pairing(s) will be reconciled in accordance with Article 33 – Scheduling.

39-5.03 The original scheduled Credit Hours of the pairing is calculated as the combined total Credit Hours of all the scheduled duty periods in the pairing. The original scheduled Credit Hours of each individual duty period will be the greater of:

- a) The scheduled Block Hours, plus any Deadhead Credit, in the duty period, or;
- b) The minimum duty period credit ("MDPC") of four (4) Credit Hours.

39-5.04 The actual operated Credit Hours of the pairing is calculated as the combined total Credit Hours of all the operated duty periods in the pairing. The actual operated Credit Hours of each individual duty period will be the greater of:

- a) The actual Block Hours, plus any Deadhead Credit, completed in the duty period, or;
- b) The MDPC of four (4) Credit Hours.

39-5.05 The MDPC does not apply in the circumstances of a Deadhead-only duty period.

39-5.06 In the event a Flight Attendant does not complete a scheduled duty period due to an absence from the workplace or a personal pairing modification, the Flight Attendant will not be eligible for the MDPC for the partially completed duty period.

39-5.07 If a Deadhead is added to a pairing to position a Flight Attendant back to their base following an absence from the workplace this Deadhead will not be eligible for any additional pay. The actual operated pairing Credit Hours will be calculated based on the last completed scheduled flight segment in the pairing. Per diem will be paid based on the Flight Attendant's actual return time to their base.

### **39-6 PAIRING EXTENSION PAY**

39-6.01 If a Flight Attendant is operationally extended by the Company beyond 0159 Local Base Time (LBT) into a GDO, the Flight Attendant will be entitled to premium pay of four (4) hours at one and one half (1.5) times the Flight Attendant's regular rate of pay.

39-6.02 In the event an extension results in the removal or modification of a subsequent pairing(s), the Flight Attendant will be pay protected for that subsequent pairing(s) unless the extension results in a greater Credit entitlement than the subsequent pairing(s) would have originally provided.

### **39-7 MEETING AND MODIFIED DUTY PAY**

39-7.01 A Flight Attendant who is scheduled to attend an in-person mandatory Company meeting will be credited two (2) Credit Hours for a half Day meeting or four (4) Credit Hours for a full Day meeting. A half Day meeting will not be scheduled for more than four (4) hours of meeting time and full Day meeting will not be scheduled for more than eight (8) hours of meeting time.

39-7.02 A Flight Attendant who is required to attend an in-person mandatory Company meeting that is not part of their monthly schedule will be credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual meeting time, unless the meeting occurs before or after a duty period on that Day.

39-7.03 In the event an in-person mandatory Company meeting occurs before or after an existing duty period, an adjustment will be made to the Report Time or Release Time of that duty period in

accordance with Article 33 – Scheduling. Fifty percent (50%) of the meeting time will be added to the Credit of the existing duty period and will be reconciled in accordance with 39-5 above.

39-7.04 A Flight Attendant will be credited fifty percent (50%) of the meeting time for Company required meetings held by phone call or video conferencing.

39-7.05 In the event a meeting outlined above results in the removal or modification of a pairing(s), the Flight Attendant will be pay protected for the greater of the meeting pay above or the original Credit of the modified or removed pairing(s).

39-7.06 A Flight Attendant who is scheduled for a modified duties shift, will be credited/paid the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual duty period.

### **39-8 TRAINING PAY**

39-8.01 A Flight Attendant shall be credited four (4) Credit Hours for each scheduled full Company required training event or two (2) Credit Hours for each scheduled partial Company required training event.

39-8.02 A full Company required training event shall not be scheduled for more than eight (8) hours of in-class time, excluding a lunch break. A partial Company required training event shall not be scheduled for more than four (4) hours of in-class time, excluding a lunch break. Should a Company required training event extend beyond these limits, the Flight Attendant will be credited fifty percent (50%) of the additional training time.

39-8.03 A Flight Attendant who is required to attend unscheduled or rescheduled training will be credited four (4) Credit Hours for each full Company required training event or two (2) Credit Hours for each partial Company required training event. If the unscheduled or rescheduled training is the result of an unsuccessful training event, the Flight Attendant will be credited the greater of one and one half (1.5) Credit Hours or fifty percent (50%) of the actual training time.

39-8.04 If Company-initiated unscheduled or rescheduled training results in the removal or modification of a pairing(s), the Flight Attendant will be pay protected for the greater of the training pay above or the original Credit of the modified or removed pairing(s).

39-8.05 A Flight Attendant will not be pay protected for a pairing(s) or Non-Pairing Activity(ies) that is removed due to rescheduled training resulting from:

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

39-8.06 Partial training days shall be limited to one (1) for every multiple Day training event. A Flight Attendant shall not be scheduled a partial training event as a single Day training event outside of their base.

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

39-8.07 Online and Company required out-of-class training will be paid but not credited fifty percent (50%) of the completion time for Company required training. For clarity, a Flight Attendant's personal review and study time shall not be considered Company required out-of-class training. For the purposes of pay, the completion time of each course or work assigned will be based on the published completion time for that course.

39-8.08 Online and Company required out-of-class training pay will be paid on a quarterly basis.

**39-9 PER DIEM**

- 39-9.01 Per diem payments shall be paid to a Flight Attendant when the Flight Attendant is away from their base for a pairing or a Company required in-person training event.
- 39-9.02 The Time Away From Base (TAFB) for out-of-base Company required in-class training will be calculated from the originally scheduled departure time of the positive space flight from the Flight Attendant's base until the originally scheduled arrival time of the positive space flight back to the Flight Attendant's base.
- 39-9.03 The per diem rate shall be \$3.00 per hour of Time Away From Base (TAFB).
- 39-9.04 The per diem rates above will increase by two percent (2%) on October 1 of each year effective October 1, 2022 and every subsequent year until September 30, 2026.

**39-10 INFLIGHT TRAINING INSTRUCTOR NON-PAIRING ACTIVITY PAY**

- 39-10.01 A Flight Attendant who is scheduled an Inflight Training Instructor Non-Pairing Activity will be credited four and one half (4.5) Credit Hours for each activity.
- 39-10.02 A completed Inflight Training Instructor Non-Pairing Activity is eligible for a seventy-five dollar (\$75) stipend per activity.
- 39-10.03 A Flight Attendant may be offered an additional Inflight Training Instructor Non-Pairing Activity on a GDO or Off Day. Acceptance of this additional activity is voluntary.

**39-11 NON-PAIRING ACTIVITIES ON A GDO**

- 39-11.01 A Flight Attendant will be compensated premium pay at one and one half (1.5) times the Flight Attendant's regular rate of pay for voluntarily accepting and completing the following Non-Pairing Activities on a GDO:
  - a) Company-initiated unscheduled or rescheduled training events;
  - b) An in-person Company-initiated meeting with the exception of investigation and disciplinary meetings as outlined in Article 29 – Discipline, Suspensions and Terminations;
  - c) Ad hoc assignments; and
  - d) Inflight Training Instructor Non-Pairing Activities

**39-12 LEAD FLIGHT ATTENDANT STIPEND**

- 39-12.01 Completed Lead Flight Attendant activities are eligible for a forty-five dollar (\$45) stipend per duty period. For clarity, this stipend will not apply in the event of a cancelled flight(s) or schedule change(s) where the Lead Flight Attendant does not complete Lead Flight Attendant activities in that duty period. Deadhead-only duty periods are not eligible for this stipend.
- 39-12.02 If a Lead Flight Attendant position on a flight(s) becomes vacant due to illness and/or in the event of an incapacitation, the most senior Flight Attendant with an awarded Lead Flight Attendant qualification shall assume the Lead Flight Attendant duties for the duration of the flight/pairing. Should there be no Flight Attendant with an awarded Lead Flight Attendant qualification, the most senior Flight Attendant shall assume the Lead Flight Attendant duties for the duration of the flight/pairing. If a Flight Attendant assumes the Lead Flight Attendant duties on a flight(s), the Flight Attendant will be paid the Lead Flight Attendant stipend outlined in 39-12.01 above.

## ARTICLE 40 - PAY SCHEDULE AND PAY DISCREPANCIES

### 40-1 PAY SCHEDULE

- 40-1.01 Flight Attendants will be paid on a semi-monthly basis with pay dates on the fifteenth (15th) and the last Calendar Day of the month. In the event a pay date occurs on a weekend or statutory holiday, Flight Attendants will be paid on the last Business Day prior to that pay date.
- 40-1.02 The monthly scheduling period reconciliation will be paid on the fifteenth (15th) Calendar Day of the following month.
- 40-1.03 Flight Attendants shall be paid via direct deposit by the Company through the automated payroll distribution system.
- 40-1.04 Pay stubs will normally be made available electronically on the pay date.
- 40-1.05 Flight Attendants shall be provided access to a summary of their monthly scheduling period reconciliation.

### 40-2 PAY DISCREPANCIES

- 40-2.01 Underpayments will be paid to a Flight Attendant on the next regular pay date. At the Flight Attendant's request, underpayments in a pay period resulting from a Company error which are in excess of one hundred dollars (\$100) will be reimbursed on a separate deposit. The Company shall normally confirm and issue payment within seven (7) Business Days of email notification by the Flight Attendant to Crew Pay of such underpayment.
- 40-2.02 In the case of an overpayment, the Company shall notify the Flight Attendant in writing that an overpayment has been made and will include an explanation of all relevant calculations.
- 40-2.03 Overpayments of eighteen hundred dollars (\$1800) or less shall be recovered from the Flight Attendant in payments of one hundred dollars (\$100) on the 15<sup>th</sup> of the month and fifty dollars (\$50) at the end of the month. The Flight Attendant may make additional payments at their discretion. In the event the Flight Attendant is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 40-2.04 For overpayments greater than eighteen hundred dollars (\$1800), the Company and the Flight Attendant, with a Union representative if requested, will discuss a reasonable alternate payment plan. If the Company and the Flight Attendant cannot reach a mutually agreeable repayment plan, the Company will implement a repayment plan which, barring exceptional circumstances, shall not exceed twenty-four (24) months in duration and the minimum increment shall be no less than one hundred dollars (\$100) per pay period. In the event the Flight Attendant is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 40-2.05 Carry-forward deductions from a previous monthly scheduling period which are a result of a Trip Trade(s) or absence(s) from the workplace are not subject to 40-2.03, 40-2.04, or 40-2.05 above and shall be deducted from any future payments to be issued to the Flight Attendant.



**ARTICLE 41 - RATES OF PAY**

**41-1 RATES OF PAY**

	<b>Active Service Completed as a Flight Attendant</b>	<b>October 1, 2021</b>	<b>October 1, 2023</b>	<b>October 1, 2024</b>	<b>October 1, 2025</b>
Step 1	Start Rate	\$26.49	\$26.89	\$27.43	\$27.98
Step 2	Completed Year 1	\$27.15	\$27.56	\$28.11	\$28.67
Step 3	Completed Year 2	\$27.83	\$28.25	\$28.82	\$29.40
Step 4	Completed Year 3	\$28.53	\$28.96	\$29.54	\$30.13
Step 5	Completed Year 4	\$29.24	\$29.68	\$30.27	\$30.88

**NOTE: Flight Attendants who completed their initial line indoctrination prior to the ratification date of this Agreement, will retain their rate of pay of \$27.15, and will be eligible for any further rate of pay (ATB) increases, until they become eligible for the Step 3 rate of pay based on their Active service completed as a Flight Attendant.**

41-1.01 Except as otherwise stated in this Agreement, a Flight Attendant will not accrue Active service for pay progression purposes during any period(s) of Inactivity.

41-1.02 The Flight Attendant rate of pay outlined above is based on a Credit Hour system. It is understood that the Credit Hour system provides wages on a basis other than duty time worked. Credit Hours will be calculated and paid as outlined in this Agreement.

**41-2 COMMISSION FROM ONBOARD SALES**

41-2.01 Flight Attendants will qualify for commissions on the sales of Buy-on-Board items. These commissions, which will be pooled and shared amongst all Active Flight Attendants, will be calculated as five percent (5%) of net revenue (excluding tax) of on-board sales each monthly scheduling period. The commission payments for each Flight Attendant will be prorated based on their individual actual Block Hours flown in the monthly scheduling period.

## **ARTICLE 42 - WESTJET SAVINGS PLAN AND PROFIT SHARE**

### **42-1 WESTJET SAVINGS PLAN**

42-1.01 Flight Attendants shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP), in accordance with the terms and conditions of the plan, as they may be amended by the Company. A Flight Attendant's elected contributions pursuant to the WSP shall be limited to a maximum of ten percent (10%) of the Flight Attendant's eligible earnings.

### **42-2 PROFIT SHARE**

42-2.01 Flight Attendants shall be eligible to participate in the Company's profit share plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Flight Attendants shall not have a lesser ability to participate than any other employee group.

## **ARTICLE 43 - EXPENSES**

### **43-1 PARKING**

43-1.01 The Company will provide monthly parking to a Flight Attendant at their base/co-base provided the airport has designated employee parking available. The Flight Attendant is responsible to abide by the employee parking regulations of the applicable airport authority in which they are provided parking.

### **43-2 VACCINATIONS**

43-2.01 If a Flight Attendant is unable to obtain coverage for the cost of mandatory travel vaccinations from a provincial health plan or under the group benefits program, the Company will reimburse the Flight Attendant the cost of those mandatory travel vaccinations. Mandatory travel vaccinations shall be those required for the Flight Attendant to travel to destinations serviced by the Company. This reimbursement shall be conditional upon the Flight Attendant's submission of a receipt for the vaccination costs.

### **43-3 INCIDENTALS**

43-3.01 If extenuating circumstances arise during a pairing, a Flight Attendant shall contact the Base Leader, or such other Company designated representative, to request approval to be reimbursed for the purchase of basic necessities, prior to such purchase. An expense claim with supporting receipts must be submitted for reimbursement.

## **ARTICLE 44 - VACATION, STATUTORY HOLIDAYS AND GDOs**

### **44-1 VACATION**

44-1.01 A Flight Attendant's vacation allotment will be based on completed years of continuous service with the Company. Vacation allotment shall be prorated for a part year of Company service for any new hire Flight Attendants or Flight Attendant returning from Inactive status.

44-1.02 A Flight Attendant's annual vacation allotment is as follows:

- a) During the first three (3) years of employment, Flight Attendants earn ten (10) Days per year.
- b) At the commencement of the fourth (4<sup>th</sup>) year of employment and until the end of the sixth (6<sup>th</sup>) year of employment, Flight Attendants earn fifteen (15) Days per year.
- c) At the commencement of the seventh (7<sup>th</sup>) year of employment, Flight Attendants earn twenty (20) Days per year.

44-1.03 Vacation for Flight Attendants is accrued and awarded in Credit Hours and calculated each pay period. A Flight Attendant shall receive this accrual each pay period in which they are Active. A Flight Attendant on an Inactive status for the full pay period does not receive an accrual; however, if the Flight Attendant is Active at least one (1) Day in the pay period, the full accrual for that pay period is granted.

### **44-2 STATUTORY HOLIDAYS**

44-2.01 The Company observes ten (10) "Statutory Holidays" defined as the following:

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

44-2.02 In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday. Notwithstanding the preceding sentence, in no event will a Flight Attendant receive less statutory holidays than any other Company employee group.

44-2.03 A Flight Attendant shall receive general holiday pay pursuant to the *Canada Labour Code*.

### **44-3 VACATION CREDIT VALUE**

44-3.01 One (1) vacation Day will be credited at four (4) Credit Hours.

### **44-4 VACATION BIDDING AND AWARD**

44-4.01 There will be two (2) rounds of vacation bidding.

44-4.02 Active Flight Attendants will submit all preferences for individual vacation weeks for each round of bidding.

44-4.03 All Active Flight Attendants must bid on vacation according to their base.

44-4.04 Within the first seven (7) Calendar Days in October of each year, the Company shall post a notice indicating total vacation bidding weeks available the following year. The first round of bidding shall be open for a period of ten (10) Calendar Days following the notice.

44-4.05 Vacation will be awarded by seniority subject to 44-4.03 above.

44-4.06 Results of the first round will be published within ten (10) Calendar Days of the closing deadline for submissions. Any Flight Attendant who is not awarded their full allotment in the first round will have the opportunity to participate in the second round of vacation bidding for any remaining allotted weeks.

44-4.07 The second round of vacation bidding shall commence within five (5) Calendar Days of the publishing of the first round results and shall be open for a period of ten (10) Calendar Days.

44-4.08 Results of the second round will be published within ten (10) Calendar Days of the closing deadline for submissions.

44-4.09 Flight Attendants who did not submit sufficient preferences to be awarded in either round will be awarded vacation weeks by the Company from the remaining available vacation weeks.

#### **44-5 VACATION PORTABILITY**

44-5.01 In the event of a base change, the Flight Attendant's awarded vacation will transfer with them as they move to their new base unless such a transfer is not feasible due to operational requirements. In such an event, the Flight Attendant shall be contacted as soon as possible in order to reschedule any affected vacation. The dates chosen for the rescheduled vacation must be with the agreement of the Flight Attendant.

#### **44-6 VACATED VACATION AWARDS**

44-6.01A Flight Attendant may inquire on vacation availability by emailing the Crew Resources department.

44-6.02A Flight Attendant may request a change to their awarded vacation weeks by emailing the Crew Resources department.

44-6.03Crew Resources will review all vacation change requests and may grant the request based on operational requirements and on a first-come first-serve basis.

#### **44-7 VACATION TRADES**

44-7.01 Subject to training requirements, a Flight Attendant may request to trade a vacation week(s) with another Flight Attendant who is in the same base. Flight Attendants must submit a request to trade a vacation week(s) by email to the Crew Resources department no later than bid closing one (1) month prior to the month the vacation occurs.

#### **44-8 VACATION AND GUARANTEED DAY(S) OFF (GDO)**

44-8.01 One (1) week of vacation will consist of five (5) consecutive Days and shall begin at 0100 LBT of the first vacation Day.

44-8.02 Two (2) GDOs shall be granted to a Flight Attendant for each vacation block. These two (2) GDOs will be placed before each vacation block. Requests to move the two (2) GDOs to the opposite end of the vacation block or requests to forfeit the GDOs for a vacation block must be made electronically to the Crew Resources Department by no later than the 5<sup>th</sup> of the month prior to the monthly scheduling period in which the vacation block is scheduled. These GDOs are unpaid, have no Credit Hours attached, and contribute to the number of Guaranteed Days Off for that monthly scheduling period.

#### **44-9 VACATION RECONCILIATION**

44-9.01 Except as otherwise provided in this Agreement, a Flight Attendant who is on Sick Leave, who transitions from Sick Leave to STD/LTD or Workers Compensation Benefits (WCB), or who is on any other leave and who has vacation Days previously accrued but not used, will have that vacation either reassigned as a new vacation period upon their return to duty or paid out to the Flight Attendant during the Company end of year reconciliation process.

44-9.02 A Flight Attendant who has taken more vacation than they earned shall, upon the Company end of year reconciliation process, have the option to reimburse the overage either in a lump sum or

through Company payroll deduction. In the event the Flight Attendant is terminated or resigns from their employment with the Company, the remaining balance of the vacation overage shall be deducted from their final pay deposit.

## **ARTICLE 45 - LAYOFF AND RECALL**

### **45-1 LAYOFFS**

45-1.01 The Company shall notify the Union a minimum of forty-five (45) Calendar Days prior to the anticipated effective date of layoff.

45-1.02 Flight Attendants on a leave of absence shall not be excluded from the Master Seniority List for this purpose.

45-1.03 Prior to any layoff(s), the Union and the Company will meet to discuss possible mitigation options to reduce layoffs including but not limited to:

- Unpaid Leave of Absence in accordance with Article 21 – Leaves of Absence; and
- Voluntary layoff

45-1.04 Where there is a layoff of Flight Attendants, layoffs will be by base, assigned in reverse order of seniority, starting with the Flight Attendant with the lowest seniority in the Affected Base.

45-1.05 A Flight Attendant on layoff will be eligible for benefits in accordance with the terms and conditions of the Company benefit plan. The Flight Attendant will be responsible for the cost of both the employee and employer portion of the benefit premiums.

45-1.06 Upon layoff, a Flight Attendant will be paid out for any earned vacation.

### **45-2 BASE CLOSURE**

45-2.01 The Company agrees to formally notify the Union ninety (90) Calendar Days before the anticipated base closure date, in writing, prior to closing any active base.

45-2.02 The Company and the Union recognize the value of meeting prior to a base closure occurring. The purpose of this meeting is to discuss options to minimize the impact on affected Flight Attendants, discuss how the process of reduction will take place, and review the current Master Seniority List.

45-2.03 In the event of a base closure, Flight Attendants may be required by the Company to transfer to another base, based on the Master Seniority List. This transfer and any relocation costs will be in accordance with the Article 46 – Relocation.

### **45-3 NOTICE OF LAYOFF**

45-3.01 The Company shall forward layoff notices or pay in lieu of notice to affected Flight Attendants at least fourteen (14) Calendar Days in advance of the effective date of the layoff, by email, to their Company email address.

45-3.02 The notice period in 45-1.01 and 45-3.01 shall not apply in the event of conditions beyond the Company's control, including but not limited to an Act of God, a strike by or lockout of any other Company employee group or employees of an airline operating on behalf of the Company, a national emergency, involuntary revocation of the Company's operating certificate(s), grounding of a substantial number of the Company's aircraft, a reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands, or the unavailability of multiple aircraft scheduled for delivery.

### **45-4 BUMPING**

45-4.01 Should there be a layoff, the Flight Attendant shall be placed on layoff status at their Affected Base or the Flight Attendant may elect to bump the most junior Flight Attendant on the Master Seniority List at another base.

- 45-4.02 A Flight Attendant who elects to bump a junior Flight Attendant must notify the Company in writing of such intent within seventy-two (72) hours of the time the Company sends the email with the notice of layoff to the Flight Attendant.
- 45-4.03 A Flight Attendant who bumps another junior Flight Attendant will be required to report to work on the report date specified by the Company, which will be no earlier than fourteen (14) Calendar Days following the date the Flight Attendant notifies the Company in accordance with 45-4.02 above.
- 45-4.04 A Flight Attendant who bumps will not retain recall rights at their Affected Base.
- 45-4.05 All relocation costs associated with bumping to another base will be at the bumping Flight Attendant's expense.
- 45-4.06 Bumping shall not be permitted in those layoff situations in which the notice period(s) do not apply pursuant to 45-3.02 above.

#### **45-5 RECALL**

- 45-5.01 When a vacancy arises at a base, Flight Attendants on layoff from the Affected Base will be recalled first, in order of seniority.
- 45-5.02 A written notice of recall ("Notice of Recall") will be sent by email to the most recent email address provided to the Company. The email shall be clearly marked as "Recall Notice" on the subject line of the email. The Flight Attendant shall be deemed to have received the Notice of Recall on the date the Company sends the email to the Flight Attendant. The email shall be formatted to ensure "delivery receipt".
- 45-5.03 A Flight Attendant on layoff must inform the Company of their contact information, including their personal email address, and they must ensure that their contact information on file remains up to date during layoff. Flight Attendants who do not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the most recent email address on file and will not be entitled to preference in recall if they do not comply with this requirement.
- 45-5.04 A Flight Attendant who is recalled to employment will have seven (7) Calendar Days from the date the Company sent the email with the Notice of Recall to advise the Company in writing of whether they accept or decline the Notice of Recall. A Flight Attendant who does not respond to the Company in writing within this timeline will be deemed to have declined the Notice of Recall and will no longer be employed by the Company.
- 45-5.05 If, in exceptional circumstances, the Company requires additional Flight Attendants on short notice and cannot provide the Flight Attendant with seven (7) Calendar Days to respond to the Notice of Recall as outlined in 45-5.04 above, the Flight Attendant will have forty-eight (48) hours from the date the email was sent to the Flight Attendant to respond to the Company. The email shall be formatted to ensure "delivery receipt". A Flight Attendant will not forfeit their recall rights if the Flight Attendant is unable to accept the short notice recall because the Flight Attendant is unable to report at the specified report date.
- 45-5.06 If a Flight Attendant is recalled to their Affected Base they may decline a Notice of Recall and continue on layoff status provided there are more junior Flight Attendants at their Affected Base with the same aircraft qualifications who remain on layoff. Once all junior Flight Attendants are recalled, the Flight Attendant must accept the recall to their Affected Base or they will be deemed to be no longer employed by the Company.
- 45-5.07 If a Flight Attendant accepts a Notice of Recall to their Affected Base as outlined in 45-5.04 above, the Flight Attendant must report to work by the specified date in the Notice of Recall which will be no earlier than fourteen (14) Calendar Days following the date the Flight Attendant receives the Notice of Recall or the Flight Attendant will be deemed to be no longer employed by



the Company.

- 45-5.08 If a Flight Attendant accepts a Notice of Recall to their Affected Base as outlined in 45-5.05 above, the Flight Attendant must report to work by the specified date in the Notice of Recall which will be no earlier than seventy-two (72) hours following the time the Flight Attendant receives the Notice of Recall or the Flight Attendant will be deemed to be no longer employed by the Company, unless the Company determines there were extenuating circumstances which were unknown to the Flight Attendant at the time they accepted recall.
- 45-5.09 If the recall list in a base has been exhausted and there is a remaining vacancy(ies) in that base, the Company shall offer recall to a Flight Attendant from a different base. If a Flight Attendant is recalled to another base other than their Affected Base, the Flight Attendant shall have the option to accept or decline the Notice of Recall. If a Flight Attendant accepts a Notice of Recall to another base the Flight Attendant must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Notice of Recall was received, or the Flight Attendant will be deemed to be no longer employed by the Company. A Flight Attendant who accepts a recall to another base shall be removed from the recall list. If the Flight Attendant declines a Notice of Recall to another base in writing to the Company then they shall remain on layoff status.
- 45-5.10 All relocation costs associated with voluntarily accepting a recall to another base as outlined in 45-5.09 above will be at the Flight Attendant's expense.
- 45-5.11 Flight Attendants shall continue to accrue seniority during the layoff period. Company service shall not accrue for any vacation entitlements, sick leave, and pay progression purposes during the layoff period. Recall rights will terminate three (3) years from the first layoff date.
- 45-5.12 A Flight Attendant whose qualifications have expired while on layoff shall be requalified at the Company's expense upon recall.

## **ARTICLE 46 - RELOCATION**

### **46-1 RELOCATION AT COMPANY EXPENSE**

46-1.01 The Company will only provide relocation assistance to Flight Attendants when the Company closes a base and the Flight Attendant is required by the Company to transfer to another base.

### **46-2 CRITERIA FOR RELOCATION AT COMPANY EXPENSE**

46-2.01 Eligible relocation will be paid by the Company provided the Flight Attendant physically and for all purposes relocates their Designated Primary Residence to the Flight Attendant's new base and provided all of the following conditions are met:

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

### **46-3 RELOCATION SERVICES**

46-3.01 The Company shall provide the services of a relocation services provider upon the request of the Flight Attendant. The Flight Attendant will be assigned with a relocation services counselor for the full duration of the relocation. Eligible Flight Attendants who request this service are required to manage relocations through the Company's relocation services provider.

### **46-4 RELOCATION ASSISTANCE**

46-4.01 The maximum of all associated relocation costs shall not exceed a total of eight thousand dollars (\$8,000).

46-4.02 Eligible relocation expenses will be reimbursed only if the Flight Attendant submits a detailed receipt for each applicable item to the relocation administrator. Expenses must be submitted within six (6) months of the move to the new Designated Primary Residence.

46-4.03 If a Flight Attendant and their family require interim accommodations during the process of the required Company move, the Company shall provide a hotel room for a maximum duration of two (2) weeks. The cost of this hotel room will be included in the total relocation assistance provided in 46-4.01 above.

### **46-5 TIME OFF FOR RELOCATION**

46-5.01 Flight Attendants who are eligible for relocation assistance, which may include house hunting, shall receive five (5) consecutive Guaranteed Days Off with pay.

46-5.02 A Flight Attendant must submit their request for the above leave to the Company at least seventy-two (72) hours prior to the close of monthly bidding for the month they are requesting the leave.

46-5.03 If a request is made after the deadline above, the request will be granted subject to operational requirements or at another mutually agreeable time.

46-5.04 Picking up extra flying during these Guaranteed Days Off will not be allowed or offered.

### **46-6 PROOF OF RELOCATION DOCUMENTATION**

46-6.01 Flight Attendant will be required to provide proof of relocation, including but not limited to lease and real estate documents, as applicable.

**46-7 CLAW-BACK OF COMPANY PAID RELOCATION**

46-7.01 Any Flight Attendant who has received any relocation payment and leaves the employment of the Company for any reason within twelve (12) months of relocating will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.

## ARTICLE 47 - SEVERANCE PAY

47-1.01 The Company shall provide a Flight Attendant, who has completed at least three (3) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, with the minimum termination notice or termination pay in lieu of notice required pursuant to Part III, Division X of the *Canada Labour Code*, as it may be amended.

47-1.02 In addition to the termination notice or termination pay in lieu of notice set out in 47-1.01 above, a Flight Attendant, who has completed at least twenty-four (24) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, shall also be entitled to receive one (1) of the following severance options:

Option 1:

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

Option 2:

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

47-1.03 A "days' pay" for the purposes of this Article 47 – Severance Pay shall be calculated as four (4) Credit Hours.

47-1.04 The use of Company travel benefits by a Flight Attendant, or by their eligible dependents or designated travel companions, shall be governed by and must be in compliance with the Company's Travel Privileges Policy.

47-1.05 A Flight Attendant, whose employment with the Company is terminated as a result of staff reductions, shall not be entitled to any termination notice, termination pay in lieu of notice, severance pay, or any other pay or entitlements beyond that which is specified in this Article 47 – Severance Pay.

## **ARTICLE 48 - LEGAL**

### **48-1 DEFENCE AND INDEMNITY**

48-1.01 The Company will provide, at no cost to a Flight Attendant, legal counsel to defend the Flight Attendant and their estate if they are named as a defendant by a claimant in legal proceedings that relate to or arise out of any act or omission of the Flight Attendant occurring during their performance of any required duties in the service of the Company, provided the Flight Attendant had been acting within the course and scope of such duties. The Company will also protect and hold the Flight Attendant harmless from any judgment rendered against the Flight Attendant as a result of such legal proceedings.

48-1.02 The Company's obligations as set out in 48-1.01 above shall not apply if the Flight Attendant fails to provide the Company with timely notification of the legal proceedings against them.

48-1.03 The Company's obligations as set out in 48-1.01 shall also not apply to any legal proceedings which are initiated by the Company against the Flight Attendant or which relate to or arise out of any willful misconduct or gross negligence on the part of the Flight Attendant.

## **ARTICLE 49 - PRINTING OF THE AGREEMENT**

- 49-1.01 This Agreement will be printed in English and the printing cost will be shared equally between the Company and Union. The booklet form shall be subject to mutual agreement between the Union and the Company.
- 49-1.02 Upon ratification of this first collective agreement, the Union will compile a one (1) time request of its membership to determine the number of copies required. Each Flight Attendant will be allowed one (1) agreement. A Flight Attendant is not obligated to take a paper copy.
- 49-1.03 In addition to the copies printed in 49-1.02 above, there shall be fifty (50) additional copies printed.
- 49-1.04 Proof reading of this Agreement by the Company and the Union will be completed no later than sixty (60) Calendar Days after the date of ratification of this Agreement.
- 49-1.05 The Company shall, as soon as practicable, distribute the printed Agreement to the Union at each base as requested by the Union.
- 49-1.06 The Company will supply this Agreement in electronic form, and it will be available on the Swoop Inflight Device.

## **ARTICLE 50 - DURATION OF AGREEMENT**

50-1.01 This agreement shall be effective from October 1, 2021, and shall continue in full force and effect until midnight on September 30, 2026.

50-1.02 This agreement will renew itself without change for each succeeding year thereafter, unless written Notice to Bargain is served by either Party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement.

**LETTER OF UNDERSTANDING (LOU) No. 1 – PAIRING NUMBER BID OPTION**

Within sixteen (16) full monthly scheduling periods following the effective date of this Agreement, the Company will implement a pairing number bid option.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 1 this 7<sup>th</sup> day of September, 2021 at Calgary, AB.

FOR THE COMPANY



Kellie Farrer  
Senior Leader, Inflight, Swoop

FOR THE UNION



Chris Rauenbusch  
President, CUPE Local 4070



In accordance with 49-1.04, the Parties hereto have signed this finalized Collective Agreement this 22<sup>nd</sup> day of November, 2021 at Calgary, AB.

FOR THE COMPANY



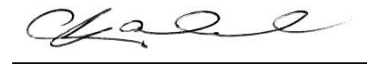
Chris Miller



Alkali



FOR THE UNION



Janis Bielle

Vicky O'Dell



James Yang

Jo-Anne Brown