

COLLECTIVE AGREEMENT

between

WESTJET, AN ALBERTA PARTNERSHIP



and

UNIFOR, REPRESENTING CERTAIN AIRPORTS EMPLOYEES AT YYC, YVR & YYZ



Effective September 1, 2022 to December 31, 2026

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ARTICLE 1 – DEFINITIONS

Active	The status of being employed by the Company in a position covered by this Agreement and eligible to be assigned for duty.
Affected Base Agreement	The Base from which an Employee is laid off. This collective agreement, as negotiated by the Parties, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by the designated Company representatives and accredited Union Officers/Representatives.
Base	The airport at which the Employee is employed.
Business Day	A continuous twenty-four (24) hour period between 0000 to 2359, Monday to Friday, not including statutory holidays.
Calendar Day	A continuous twenty-four (24) hour period between 0000 to 2359, Monday to Sunday, including statutory holidays.
Company	Westjet, an Alberta Partnership.
Day Off	A day in which the Employee has no shifts scheduled to start.
Employee	A person employed by the Company who is a member of the bargaining unit covered by this Agreement.
Inactive/Inactivity	The status of an Employee being ineligible to be assigned for duty.
Parties	The Company and the Union.
Qualified	An Employee currently holds the position in a permanent capacity or on a temporary assignment, or currently operates in a relief capacity, for that position.
Requirements of Service	A situation which calls for immediate action and which could not be reasonably foreseen.
Special Leave of Absence	A leave of absence where seniority is maintained, the length may be longer than in Article 12 – Leaves of Absence .
Union	Unifor and its Local 531.

ARTICLE 2 – PURPOSE OF AGREEMENT

- 2-1.01 This Collective Agreement (hereinafter “the Agreement”) is made and entered into by and between WestJet, an Alberta Partnership (hereinafter referred to as the Company”) and Unifor Local 531 (hereinafter referred to as the “Union”).
- 2-1.02 The purpose of this Agreement is in the mutual interest of the Company and the Employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of the Company’s operations, the quality of its customer service, and the continuation of Employees’ employment under the reasonable hours, compensation, and working conditions negotiated herein. It is recognized by this Agreement to be the duty of the Company and the Employees to cooperate fully both individually and collectively for the advancement of that purpose.
- 2-1.03 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 the *Canada Labour Code*, the Union, including its officers and representatives, will not engage in, promote, or cause any strike or work stoppage at the Company.
- 2-1.04 Except as otherwise permitted by the *Canada Labour Code*, the Company will not engage in any lockout of the Employees.

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, classifying, transferring, lay-off, recall, suspending, discharging, or otherwise disciplining Employees; establishing and enforcing policies and procedures; maintaining order and efficiency; requiring Employees to observe rules and regulations which may be promulgated by the Company, introducing new equipment; determining the location(s) of the workforce, operations, and facilities; and planning, scheduling, directing, and controlling operations.

ARTICLE 4 – UNION RECOGNITION

- 4-1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees of the Company, employed in guest services at the Calgary International Airport terminal, the Vancouver International Airport terminal and the Toronto Pearson International Airport terminal, excluding manager, persons above the rank of manager, employee support advisors, airport coordinators, administrative office employees, and persons covered by an existing certification order, as ordered by the Canada Industrial Relations Board (CIRB) order number 11833-U dated August 9, 2023.
- 4-1.02 The Company will not permit any person not covered under this Agreement to perform any tasks and/or duties covered under this Agreement, except in the following situations:
- a) Management personnel shall be exempt from this provision if the Requirements of Service are such that guest delays or inconveniences could reasonably be expected to occur without management personnel's intervention and where scheduled Employees or shift extensions are not reasonably available to handle the requirement;
 - b) If management personnel are supporting positive Employee and guest experience for the purpose of visible leadership, provided the management personnel are not assigned in place of the bargaining unit Employees;
 - c) If a manager is in training at a Base with notice to the District Chairperson, provided the training does not exceed a total of fifteen (15) days per calendar year for new hire managers in their first twelve (12) months of employment in that position or a total of five (5) days per calendar year for other managers, and the manager in training is not assigned in place of a bargaining unit Employee;
 - d) Completing ramp, safety, and quality assurance audits in accordance with the Company's Safety Management System and regulatory framework;
 - e) If an Employee requires or requests temporary management support with their duties, such as coaching, task assistance, or guest support;
 - f) If non-bargaining unit employees are required to temporarily support a special initiative or event, provided the management personnel are not assigned in place of bargaining unit Employees;

- g) If non-bargaining unit employees are required as subject matter experts to temporarily support live testing, system changes, regulatory changes, or business procedure changes, provided the management personnel are not assigned in place of bargaining unit Employees; or
- h) If a non-bargaining unit employee is working in a temporary workplace accommodation at a Base, in accordance with the Company's obligations under the *Canadian Human Rights Act*, in consultation with the Union.
- i) If non-bargaining unit employees are supporting positive Employee and guest experience over a 3-week period covering the winter holiday peak, provided the non-bargaining unit employees are not assigned in place of the bargaining unit Employees. The Company will meet with the Union no later than the first Monday of December each year to discuss and will consider the Union's feedback when developing its plans for this non-bargaining unit employee support.

- 4-1.03 The Parties acknowledge that from time-to-time non-bargaining unit employees may be required by the Company to make non-operational announcements on the public address system.
- 4-1.04 Should the Company engage in any action which constitutes a sale of business as defined in the *Canada Labour Code*, the Company agrees that this Agreement shall remain in full force and effect, and that the Canadian Industrial Relations Board (the "Board") certificate in effect at that time shall not be affected in any way, except as otherwise governed or directed by the Board.
- 4-1.05 Sub-contracting: The Company will not layoff any Employee within the bargaining unit as a direct result of subcontracting any task or duties covered under this Agreement.

ARTICLE 5 – POSITIONS AND CLASSIFICATIONS

5-1 Guest Service Classification

- 5-1.01 This classification shall include the positions of Customer Service Agent, Baggage Service Agent, and Priority Service Agent.
- 5-1.02 **Customer Service Agent (CSA)** – This position is responsible for performing guest service duties such as processing service fees, creating new and/or changing reservations, issuing tickets, and supporting the Guest Assistance Desk. CSAs assist with guest check-in, bag activation, unaccompanied minors, and guests who require extra assistance including wheelchairs in those circumstances identified by the Company. They also support self-serve kiosks and queue management, prepare the aircraft for on-time departure (including operations of bridges, gate controlling, expediting, and airside tasks when required by the Company), execute successful deplaning and boarding processes for guests on the aircraft, greeting the most recent arrivals, assisting guests with connections, and any interruption to their travel in collaboration with the Irregular Operations Coordinator (IC), supporting guest service classification positions, all associated safety requirements, and any other duties required by the Company related to the foregoing.
- 5-1.03 **Baggage Service Agent (BSA)** – This position is responsible for supporting the guest baggage arrival experience and resolving guest baggage concerns, in accordance with the Company's baggage policies. They also mitigate the mishandling of guests' baggage by expediting the delivery of delayed baggage for return to guests by communicating with other airports, Central Baggage Services, other airlines, couriers, customs agencies, guests, and other local support teams. BSAs are responsible for baggage related airside duties and operations as directed by the Company. They are also responsible for lost and found items, supporting guest service classification positions, all associated safety requirements, and any other duties required by the Company related to the foregoing.
- 5-1.04 **Priority Service Agent (PSA)** – This position is responsible for fulfilling the duties of a Customer Service Agent primarily for priority guests, which includes providing priority guest services for guests utilizing those lounge areas identified by the Company, and any other duties required by the Company related to the foregoing.

5-2 Airport Operations Classification

- 5-2.01 This classification shall include the positions of Guest Service Lead, Guest Service Lead Baggage, Irregular Operations Coordinator, Daily Duty Coordinator, Airports Learning Coordinator, and Ramp Service Lead.
- 5-2.02 **Guest Service Lead (GSL)** - In addition to fulfilling the duties of a Customer Service Agent and Priority Service Agent, this position is responsible for providing leadership, support, and direction to Employees in the position of Customer Service Agent and Priority Service Agent. The Guest Service Lead is an escalation point for guest and operational issues, while maintaining oversight for their designated operationally assigned areas. Lead Agents will not determine or issue discipline for any other Employee.
- 5-2.03 **Guest Service Lead Baggage (GSL – B)** - In addition to fulfilling the duties of a Baggage Service Agent, this position is responsible for supporting Employees, including specifically the functional direction and supervision of Employees in the position of Baggage Service Agent including the assignment of tasks to them in support of operational efficiency, as well as performing related administrative duties. The Guest Service Lead Baggage is an escalation point for guest and operational issues, while maintaining oversight for their designated operationally assigned areas.
- 5-2.04 **Irregular Operations Coordinator (IC)** – This position is responsible for supporting irregular operations recovery, guest re-accommodation, and minimizing the impact of operation disruptions. The IC team will communicate with the Company's Operations Control Centre as well as other/partner airlines, other airports, local airport teams, and service partners. This includes performing such duties as guest recovery contingency planning, finding solutions to flight disruptions and recovery, all associated safety requirements, and any other duties required by the Company related to the foregoing.
- 5-2.05 **Daily Duty Coordinator (DDC)** – This position is responsible for the coordination of operational staffing efficiency. This includes performing such duties as processing adjustments for Employees' schedules, all associated safety requirements, and any other duties required by the Company related to the foregoing.
- 5-2.06 **Airports Learning Coordinator (ALC)** – This position is responsible for facilitating learning activities for Employees, implementing Company-directed learning initiatives, and performing such training required by the Company. This includes performing such duties as coordinating and/or

performing initial training and Base specific training, providing return to work support, implementing corporate training programs, all associated safety requirements, and any other duties required by the Company related to the foregoing. The Airport Learning Coordinator is also required to support the administration of training records and local training materials.

- 5-2.07 **Ramp Service Lead** - This position is responsible for providing oversight, technical support, and coordination of ramp service and baggage activities, including connections, inbound, and outbound baggage. This includes, when required by the Company, such duties as ground service equipment (GSE) allocation, parking oversight, monitoring of service partner performance, safety compliance, baggage handling, and coordinating the provision of ramp services as between the Company, its service partners, and the local airport operational teams in conjunction with regulatory. This role will focus on ensuring proper planning and communication is executed to ensure the success of the baggage delivery and ramp services.

5-3 Workforce Coordinator Classification

- 5-3.01 This classification shall include the position of Workforce Coordinator.
- 5-3.02 **Workforce Coordinator** – This position is responsible for the coordination of the workforce planning process in consideration of all associated safety requirements. This includes performing such duties as processing the schedule, making scheduling adjustments, facilitating bidding processes related to scheduling, the administration of time, attendance, and payroll as may be required by the Company, and any other duties required by the Company related to the foregoing.

5-4 New Work

- 5-4.01 The Company may create and utilize new positions and/or classifications under this Agreement. In such circumstances, the Union may negotiate the wages for such new position or classifications with the Company, unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new rate will become part of the normal bargaining process.

ARTICLE 6 – RATES OF PAY

6-1 Pay Schedule

6-1.01 Employees will be paid on a semi-monthly cycle on both the fifteenth (15th) of the month and the thirtieth (30th) of the month, except for February when Employees will be paid on both the fifteenth (15th) of the month and the last day of the month. If a scheduled pay date occurs on a weekend or Statutory Holiday, the pay will be deposited on the last business day prior to the scheduled pay date.

6-2 Position Pay Steps

6-2.01 The Company, at its discretion, may pay higher rates than the graduated scale, but not in excess of the maximum. If a province's minimum wage rate exceeds the entry rate of any wage scale, the first step of the scale will be adjusted to the minimum wage for that province.

6-2.02 Employees will progress through the pay steps applicable to their position in accordance with the continuous Active service requirements set out in the tables below in 6-2.04 and 6-2.06.

6-2.03 Except as provided for in [Article 12 – Leaves of Absence](#) and [Article 28 – Union Release Time](#), Employees will not accrue service for pay progression purposes during any period(s) of Inactivity.

6-2.04 The hourly wage rates applicable for Customer Service Agent (CSA), Priority Service Agent (PSA), and Baggage Service Agent (BSA) positions shall be as follows:

Band CS - Customer Service Agent/Priority Service Agent/ Baggage Service Agent							
Step	Active Continuous Service Completed in Bargaining Unit Position	1-Sep-22	1-Jan-23	1-Jun-23	1-Jan-24	1-Jan-25	1-Jan-26
		YYC & YVR	YYC & YVR	YYZ	All bases	All bases	All bases
1	Start Rate	\$16.35	\$16.84	\$16.84	\$17.18*	\$17.53	\$17.88
2	Completed 1 year	\$17.18	\$17.70	\$17.70	\$18.05	\$18.41	\$18.78
3	Completed 2 years	\$17.73	\$18.26	\$18.26	\$18.63	\$19.00	\$19.38
4	Completed 2.5 years	\$18.28	\$18.83	\$18.83	\$19.21	\$19.59	\$19.99
5	Completed 3 years	\$18.84	\$19.41	\$19.41	\$19.80	\$20.20	\$20.60

6	Completed 3.5 years	\$19.39	\$19.97	\$19.97	\$20.37	\$20.78	\$21.19
7	Completed 4 years	\$19.93	\$20.53	\$20.53	\$20.94	\$21.36	\$21.79
8	Completed 4.5 years	\$20.63	\$21.25	\$21.25	\$21.68	\$22.11	\$22.56
9	Completed 5 years	\$21.35	\$21.99	\$21.99	\$22.43	\$22.88	\$23.34
10	Completed 6 years	\$22.87	\$23.56	\$23.56	\$24.03	\$24.51	\$25.00
11	Completed 7 years	\$24.50	\$25.24	\$25.24	\$25.74	\$26.25	\$26.78
12	Completed 8 years			\$26.33	\$26.77	\$27.31	\$27.85

*Rate increased to \$17.30 effective April 1, 2024 to align with the Federal minimum wage

6-2.05 Effective June 1, 2023, a twelfth pay step rate will be added to the above pay step table for the Customer Service Agent (CSA), Priority Service Agent (PSA), and Baggage Service Agent (BSA) positions.

6-2.06 The hourly wage rates applicable for Guest Service Lead (GSL), Guest Service Lead (GSL) – Baggage, Daily Duty Coordinator (DDC), Irregular Operations Coordinator (IC), Ramp Service Lead, Workforce Coordinator, and Airports Learning Coordinator (ALC) positions shall be as follows:

Band AO - Airport Operations							
Step	Active Continuous Service Completed in Bargaining Unit Position	1-Sep-22	1-Jan-23	1-Jun-23	1-Jan-24	1-Jan-25	1-Jan-26
		YYC & YVR	YYC & YVR	YYZ	All bases	All bases	All bases
1	Start Rate	\$20.97	\$21.60	\$21.60	\$22.03	\$22.47	\$22.92
2	Completed 6 months	\$21.66	\$22.31	\$22.31	\$22.76	\$23.21	\$23.68
3	Completed 1 year	\$22.39	\$23.06	\$23.06	\$23.52	\$23.99	\$24.47
4	Completed 2 years	\$23.91	\$24.63	\$24.63	\$25.12	\$25.62	\$26.13
5	Completed 3 years	\$25.53	\$26.30	\$26.30	\$26.83	\$27.37	\$27.91
6	Completed 4 years	\$26.65	\$27.45	\$27.45	\$28.00	\$28.56	\$29.13
7	Completed 5 years	\$27.19	\$28.01	\$28.01	\$28.57	\$29.14	\$29.72
8	Completed 6 years	\$27.74	\$28.57	\$28.57	\$29.14	\$29.73	\$30.32
9	Completed 7 years	\$28.30	\$29.15	\$29.15	\$29.73	\$30.33	\$30.93
10	Completed 8 years	\$28.87	\$29.74	\$29.74	\$30.33	\$30.94	\$31.56

6-3 Pay Premiums

6-3.01 A Baggage Service Agent and Guest Service Lead – Baggage shall receive a pay premium of five percent (5%) on their regular hourly pay rate as set out

in the table in 6-2.04 above for those hours worked in a Baggage Service Agent or Guest Service Lead – Baggage position.

6-3.02 An Employee required by the Company to perform work in a relief capacity shall be paid for those hours worked in the relief capacity at the pay rate applicable to their pay step, utilizing the applicable pay rate table for the relief position. If the Employee's pay step is higher than the highest pay step for the relief position, they will be paid at the highest pay step for that relief position.

6-3.03 **Applicable to YYZ only:** The Baggage Service Agents and Guest Service Leads – Baggage, excluding reliefs, who are hired into one of those positions prior to the ratification date of this Agreement and who would be on Step 5 or less as of June 1, 2023, shall each receive a lump sum payment within thirty (30) Calendar Days of the date of each pay step increase they receive pursuant to 6-2 above until they reach Step 6. The value of each lump sum payment shall be equivalent to the difference of the pre-Collective Agreement premium the Employee received of one dollar (\$1.00) per hour and the new premium specified in 6-3.01 above, with this difference calculated based on all hours worked in a Baggage Services Agent or Guest Service Lead – Baggage position between the date of the pay step increase they are receiving and the date of the last pay step increase they received, or the effective date of the Collective Agreement if later than the date of their last pay step increase.

6-4 Across-the-Board (ATB) Rate of Pay Increases

Effective January 1, 2023	3% ATB increase
Effective January 1, 2024	2% ATB increase
Effective January 1, 2025	2% ATB increase
Effective January 1, 2026	2% ATB increase

ARTICLE 7 – PAY ADMINISTRATION

7-1 Hourly Pay

7-1.01 Employees will be paid on an hourly basis for hours worked.

7-2 Meeting Pay

7-2.01 The Company will schedule mandatory Company meetings with an Employee during a scheduled shift where possible.

7-2.02 In the event of an urgent matter, where a meeting cannot be postponed until an Employee returns to their next scheduled shift and an Employee is required to attend a mandatory in-person meeting on a scheduled day off, the Employee will receive pay at their regular rate of pay for three (3) hours or the actual meeting time, whichever is greater.

7-2.03 An Employee who is required to attend a mandatory Company meeting held over the phone or by videoconference will be paid for the actual meeting time.

7-3 Relief Pay

7-3.01 An Employee who is Qualified and is required to perform work in another position in a relief capacity will be paid for the hours worked in that position.

7-3.02 An Employee who picks up a Company offered overtime shift, in a relief capacity or an Employee working in a relief capacity who has their duty day extended, in their relief capacity, will be paid overtime at their relief rate of pay in the pay period that the hours were worked.

7-3.03 If the Employee opts to use the Time Bank in [Article 7 – Pay Administration 7-5 Time Bank](#), they will be paid for the overtime premium on the pay period the hours were worked.

7-3.04 When an Employee's hours are averaged in accordance with [Article 7 – Pay Administration 7-4 Overtime](#), the hours that chronologically exceed the three-hundred and twenty (320) hours threshold will be compensated at the overtime rate of pay for the position(s) that were worked.

7-4 Overtime

7-4.01 Overtime eligible hours for a full-time and part time Employees will be those hours worked in excess of their averaged hours of work, being the three hundred and twenty (320) hours averaged over the eight (8) week scheduling period. Any hours that are compensated at a rate of 1.5 times the regular rate of wages will not be included in this calculation of overtime eligible hours;

however, such hours shall still count towards the calculation of the Employee's minimum required hours for the purposes of [Article 9 – Scheduling 9-2 – Hours of Work](#).

- 7-4.02 Overtime eligible hours for a casual Employee who was hired into or accepted a casual status position prior to ratification will be those hours worked in excess of their averaged hours of work, being the three hundred and twenty (320) hours averaged over the eight (8) week scheduling period. Any hours that are compensated at a rate of 1.5 times the regular rate of wages will not be included in this calculation of overtime eligible hours; however, such hours shall still count towards the calculation of the Employee's minimum required hours for the purposes of [Article 9 – Scheduling 9-2 – Hours of Work](#).
- 7-4.03 Overtime eligible hours for a casual Employee who was hired into or accepted a casual status position post ratification will be those hours worked in excess of their averaged hours of work, being the eighty (80) hours averaged over the two (2) week scheduling period. Any hours that are compensated at a rate of 1.5 times the regular rate of wages will not be included in this calculation of overtime eligible hours; however, such hours shall still count towards the calculation of the Employee's minimum required hours for the purposes of [Article 9 – Scheduling 9-2 – Hours of Work](#).
- 7-4.04 Subject to [7-5 – Time Bank](#) below, overtime hours will be paid out at one and one half (1.5) times the Employee's rate of pay for the position worked.
- 7-4.05 There shall be no duplication of overtime payments for the same hours worked.
- 7-4.06 Any scheduled/assigned hours that were not worked due to an approved absence shall be included in the calculation for the purposes of determining the Employee's overtime hours worked. Approved absences include schedule modifications due to VTO or hours absent from work due to vacation, statutory holiday, paid sick leave, personal leave days in accordance with the *Canada Labour Code*, maternity/parental leave, paid bereavement, paid leave for victims of family violence, union release time, time off with pay taken in accordance with [7-5 – Time Bank](#) below, or jury duty. Scheduled/assigned hours which were not worked by an Employee in a scheduling period, due to either a schedule modification that reduces the scheduled/assigned hours of work or an unapproved absence will not be included.
- 7-4.07 If an Employee moves to a different scheduling period, the Employee's hours will be reconciled for the hours worked in their existing scheduling period for the purpose of determining overtime. The hours worked in the new

scheduling period will contribute to the determination of overtime for the remainder of that scheduling period.

7-4.08 Time worked as required shift extensions will be paid at overtime rates.

7-5 Time Bank

7-5.01 Full-time Employees shall have the ability to bank overtime hours. Overtime hours will be banked at a rate of one and one half (1.5) hours for each overtime hour worked.

7-5.02 A full-time Employee will not be permitted to bank more than eighty (80) overtime hours of time off with pay. Any additional overtime hours in excess of the eighty (80) hours limit will be paid out.

7-5.03 If a full-time Employee requests to have their time bank paid out instead of taking time off with pay, the banked time will be paid at their regular rate of pay.

7-5.04 A full-time Employee who is awarded or assigned a new position with a higher rate of pay will have the hours in their time bank set to zero (0) and those banked hours will be paid out at the regular rate of pay associated with their former position.

7-5.05 A full-time Employee may request time off with pay using their banked time. A request must be made in writing to the Company prior to the schedule bidding release.

7-6 Minimum Hours Reconciliation

7-6.01 At the end of a scheduling period, Employee minimum required work hours will be reduced by any schedule modifications due to VTO or hours absent from work due to vacation, statutory holiday, paid sick leave, personal leave days in accordance with the *Canada Labour Code*, personal leave of absence, maternity/parental leave, paid bereavement, paid leave for victims of family violence, union release time, time off with pay taken in accordance with [7-5 – Time Bank](#) above, or jury duty.

ARTICLE 8 – PAY DISCREPANCIES

- 8-1.01 Underpayments will be paid to an Employee on the next regular pay date. At the Employee'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 and off-cycle deposit. The Company shall normally confirm and issue payment within five (5) Business Days of email notification by the Employee to an Employee Support Advisor or designate, of such an underpayment.
- 8-1.02 In the case of an overpayment, the Company shall notify the Employee in writing that an overpayment has been made. This letter will identify the overpayment and the calculation of the repayment amount.
- 8-1.03 Overpayments of one thousand two hundred dollars (\$1,200) or less shall be recovered from the Employee in one hundred-dollar (\$100) increments per pay period. The Employee may make additional payments at their discretion. In the event the Employee is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 8-1.04 Overpayments between one thousand two hundred dollars (\$1,200) and three thousand six hundred dollars (\$3,600) shall be recovered from the Employee in one hundred dollar (\$100) for part time and casual status and one hundred and fifty-dollar (\$150) for full time increments per pay period. The Employee may make additional payments at their discretion. In the event an Employee is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 8-1.05 For overpayments greater than three thousand six hundred dollars (\$3,600), the Company and the Employee, with a Union representative if requested, will discuss a reasonable alternate payment plan. If the Company and the Employee 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 fifty dollars (\$150) per pay period. In the event an Employee is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.

ARTICLE 9 – SCHEDULING

9-1 Staffing Requirements and Schedule Development

9-1.01 (a) **Applicable to YVR and YYC:** The Company and the Union will review full-time status staffing levels at least every six (6) months and make additional full-time status positions available if the Company deems them to be operationally sustainable. The number of Active casual Employees who are hired into or accept a casual status position at a Base post ratification will not exceed ten percent (10%) of the total number of Employees per Base as of January 1st of each year. The Company will determine operational and coverage requirements.

(b) **Applicable to YYZ:** The Company and the Union will review full-time status staffing levels at least every six (6) months and make additional full-time status positions available if the Company deems them to be operationally sustainable. The Company will determine operational and coverage requirements. At least twenty-five (25) pre-ratification casual status positions will be maintained until January 1, 2025. Only Employees who were in the bargaining unit on the date of ratification of this Agreement may apply for these pre-ratification casual status positions.

9-1.02 Active full-time Employees will be scheduled to work an average of forty (40) hours per work week over an eight (8) work week scheduling period.

9-1.03 (a) **Applicable to YVR and YYC:** Active part-time Employees will be scheduled to work an average of between twenty (20) and thirty (30) hours per work week over an eight (8) work week scheduling period. Part time Employees may volunteer to have their scheduled hours increased. Any such increases will be subject to mutual agreement of the Company and the Employee.

(b) **Applicable to YYZ:** Up to seventy percent (70%) of Active part-time Employees will be scheduled to work an average of between twenty (20) and thirty (30) hours, a maximum four (4) days per work week over an eight (8) work week scheduling period. A minimum of thirty percent (30%) of part-time Employees will be scheduled to work between twenty (20) and thirty (30) hours a week, a maximum four (4) days per work week over an eight (8) work week scheduling period. Part-time Employees may volunteer to have their scheduled hours increased. Any such increases will be subject to mutual agreement of the Company and the Employee. The Parties recognize that the Company's commitment in this 9-1.03 may preclude it from offering some additional full-time positions as contemplated in 9-1.01 above.

- 9-1.04 Active casual Employees, who were hired into or accepted a casual status position pre-ratification, may be scheduled to work an average of up to twenty (20) hours, three (3) days per work week over an eight (8) work week scheduling period.
- 9-1.05 Active casual Employees, who are hired into or accept a casual status position post ratification may be scheduled to work an average of up to twenty (20) hours, three (3) days per work week over a two (2) work week scheduling period.
- 9-1.06 Subject to operational requirements, the largest proportion of full-time roster lines will consist of four (4) days of work and three (3) Days Off in a work week and must include at least one (1) line with full weekends off in each of the am and pm roster lines for Customer Service Agents and Baggage Service Agents, in addition to any overnight assignments (provided full-time overnight roster lines are being scheduled).
- 9-1.07 Subject to operational requirements, dedicated schedule bid lines for airside tasks will be created for Baggage Service Agents.
- 9-1.08 Coverage lines will be developed by the Company to support coverage for absences and operational requirements.
- 9-1.09 Coverage lines released will be identified as am/pm roster lines, and may identify Days Off preferences. Assignment of coverage shifts will, subject to operational staffing requirements, prioritize the am or pm nature of the Employees' coverage lines.
- 9-1.10 When developing relief schedules, Employees who hold relief positions will bid in their dedicated position with their status. Relief shifts will be awarded/assigned in their entirety at schedule release, or assigned post schedule release partially or in their entirety, to Employees who hold the corresponding relief position. Assignment of relief shifts will, subject to operational staffing requirements, prioritize general alignment with the Employees' originally scheduled lines. If a relief shift is added to or substituted in for a scheduled shift, either partially or fully, the number of work hours scheduled in that shift will not be involuntarily reduced.
- 9-1.11 Employees may hold up to a maximum of two (2) relief positions at a given time.

9-2 Hours of Work

- 9-2.01 Active full-time Employees will be required to work a minimum average of thirty-eight (38) hours per work week over a twenty-four (24) work week period (three (3) consecutive eight (8) week schedules), subject to any hour reductions applied in accordance with [Article 7 – Pay Administration](#).
- 9-2.02 Active part-time Employees will be required to work a minimum average of twenty (20) hours per work week over a twenty-four (24) work week period (three (3) consecutive eight (8) week schedules), subject to any hour reductions applied in accordance with [Article 7 – Pay Administration](#).
- 9-2.03 Active casual Employees who have work scheduled will be required to work a minimum average of one (1) shift per week over their scheduling period as applicable in accordance with 9-1.04 and 9-1.05. For each work week the Employee is not scheduled to work by the Company in their scheduling period, the total required shifts will be reduced by one (1) shift.
- 9-2.04 Any hours worked shall count towards the calculation of minimum required hours set out in 9-2.01, 9-2.02, or 9-2.03 above (on a one-for-one basis).
- 9-2.05 The Company will advise the Union at the Base level when there is a requirement for a work schedule change.
- 9-2.06 A work week runs from Monday to Sunday.
- 9-2.07 Employees will be scheduled no less than two (2) consecutive Days Off work per week. The two (2) consecutive Days Off may occur across two (2) work weeks (i.e. Sunday and Monday). Any additional Days Off in a week beyond the minimum two (2) consecutive Days Off are not required to be consecutive.
- 9-2.08 Shifts will be scheduled for a minimum of four (4) hours.

9-3 Scheduling Review Committee

- 9-3.01 Two (2) Union Representatives, one part time and one full time status, will be designated to participate in the Company's Scheduling Review Committee (SRC) at each Base.
- 9-3.02 Each SRC will meet prior to the rosters being released for bidding of each new eight (8) week schedule. Each SRC will review Employee concerns for scheduling issues, as well as proactively review the schedule and issues that may impact scheduling for the purposes of making recommendations.

9-4 Breaks

9-4.01 Meal break and break allotments are determined by shift duration according to the following guidelines:

Shift Duration	Break	Meal Break
Over four (4) hours but less than five (5) hours	One (1), fifteen (15) minute paid break	n/a
Five (5) hours up to and including eight (8) hours	n/a	One (1), thirty (30) minute paid meal break
Over eight (8) hours but less than ten (10) hours	n/a	Two (2), thirty (30) minute paid meal breaks
Ten (10) hours up to and including twelve (12) hours	One (1), fifteen (15) minute paid break	Two (2), thirty (30) minute paid meal breaks

9-4.02 Employees in the Guest Services classification will be able to view the timing for their scheduled breaks within two (2) hours of the assigned break period.

9-4.03 If an Employee is entitled to more than one break, the breaks shall be scheduled in each half of the Day and have a minimum of a two (2) hour separation between the breaks.

9-4.04 No breaks shall be scheduled within the first or last hour of a shift.

9-4.05 Fifteen (15) minute breaks may be combined with mutual agreement with their manager or designate and shall not be subject to the restrictions in 9-4.03 and 9-4.04 above.

9-4.06 In the event an Employee is required to waive a paid break due to operational requirements, the Employee will, no later than one (1) hour after the break was scheduled to begin, contact the Daily Duty Coordinator if they are in the Guest Service classification, or their manager if in a different classification, to have the paid break rescheduled during the balance of the shift. If a paid break cannot be rescheduled, due to operational requirements, the Company will allow the Employee to terminate their shift early with pay by the amount of time equal to the missed paid break, or may alternatively, elect to provide

the Employee with additional pay at their regular wage rate for the amount of time equal to the missed paid break.

9-5 Minimum Rest Periods

- 9-5.01 Employees will be scheduled a minimum of ten (10) hours between scheduled shifts. If an Employee will not have at least ten (10) hours free from duty between the end of one shift and the commencement of another shift, the Company will adjust the report time of the second shift to provide the minimum ten (10) hours free from duty, and the end time will remain the same.
- 9-5.02 If Employees elect to trade or pick up shifts, the minimum rest period may be reduced to eight (8) hours.
- 9-5.03 If an Employee's shift report time is adjusted later to ensure the applicable minimum rest period is maintained, whether the ten (10) hours required under 9-5.01 above or the eight (8) hours required under 9-5.02 above, the Employee's pay for the shift will not be reduced as a result of that adjustment.

9-6 Shift Bids

- 9-6.01 Work schedules will be bid in seniority order within position and status. Employees must be Qualified for the work associated with a roster line in order to be eligible to bid on that line.
- 9-6.02 The work schedule will be posted for bidding for no less than five (5) days.
- 9-6.03 The Employee's awarded work schedule will be posted at least ten (10) days prior to the start of the work schedule.
- 9-6.04 In order to be eligible to bid, Employees must be Active on the day the schedule is released for bidding. If an Employee is returning from any Inactive status after the schedule has been released, the Company will contact the Employee to coordinate a return-to-work schedule based on their qualifications, status and open shifts for the scheduling period.
- 9-6.05 Active casual Employees, who are hired into or who accept a casual status position, that is not a pre-ratification casual status position, will bid an eight (8) work week AM or PM schedule. Schedules will be populated with available shifts and be released every two (2) weeks. If available at the time of schedule bid, the Company may determine to provide available shift times within the bid.

9-7 Schedule Changes

- 9-7.01 The start time and/or end time of an Employee's shift may be altered by the Company to accommodate an operational requirement by a maximum of three (3) hours, provided the Company gives at least forty-eight (48) hours' notice to the Employee of the change prior to the earlier of the shift's modified, or original start time. Such adjustments will be made in inverse order of seniority where multiple Employees have the same start time and/or end time. This notice may be reduced with mutual agreement between the Employee and the Company. Such notice will be provided in person or via phone call. At the Base Chairperson's request, a list of these schedule changes will be provided.
- 9-7.02 The Company may request an Employee to work additional hours by beginning their shift early, ending their shift later, or working on a previously scheduled Day Off, with less than the notice required in [Article 9 – Scheduling 9-7 Schedule Changes](#). Should the Employee agree to work, they will be paid overtime rates for the additional hours.
- 9-7.03 An Employee may be required to work on a previously rostered Day Off if the Company provides at least seventy-two (72) hours' notice of the schedule change prior to the commencement of the new shift. Reasonable requests where the Employee is unable to work due to, but not limited to, reasons pertaining to the following will be taken into consideration:
- a) Carrying out responsibilities related to the health or care of any of the Employee or Employee's family members;
 - b) Carrying out responsibilities related to the education of any of the Employee's family members who are under eighteen (18) years of age; and
 - c) Addressing any urgent matter concerning themselves or the Employee's family members.
- 9-7.04 The Company may, in those shift change notice exemption situations described in Section 173.1(2) of the *Canada Labour Code*, require the least senior Qualified Employee either on shift or off duty to begin their shift early, end their shift later, or work on a previously scheduled Day Off, with less than the notice required in [Article 9 – Scheduling 9-7 Schedule Changes](#). Should the Employee be required to work, they will be paid overtime rates for the additional hours.

- 9-7.05 The Company will not add a shift to an Employee's schedule on any Days Off immediately before or after an awarded or assigned vacation block, unless mutually agreed between the Company and the Employee.

9-8 Shift Trades

- 9-8.01 Employees may arrange for other Qualified Employee(s) to work their full or partial scheduled shift, subject to Company approval.
- 9-8.02 An Employee's ability to trade shifts is not intended to allow Employees to be absent from the workplace for extended periods of time.
- 9-8.03 Employees may not use shift trades to access overtime.
- 9-8.04 (a) **Applicable to YVR and YYC:** Shift trade requests must be submitted for approval by noon the day prior to the affected shift.
- (b) **Applicable to YYZ:** Shift trades must be completed by 2000 in the system the day prior to the affected shift. Shift trade requests requiring manual submission must be submitted by 1500 the day prior to the affected shift.
- 9-8.05 If an Employee trades a shift away, the Employee will not be scheduled to work any other shift that day.
- 9-8.06 Employees will be paid for time worked on a traded shift according to their rate of pay for the position worked. A shift that is posted as overtime will retain the overtime if it is traded to and worked by another Employee.
- 9-8.07 Partial shift trades are permitted provided that no shift is split into more than two (2) segments. No more than two (2) Employees may cover a shift. Partial shift trades are subject to the same conditions and approvals as referenced above.
- 9-8.08 Employees must be Qualified for the work associated with a shift trade, and in the case of Guest Services classification work be at least equally qualified for gate and bridge duties, in order to be eligible to accept that shift trade.
- 9-8.09 Each segment of a partially traded shift shall be no less than two (2) hours, except in the case of where one at least (1) hour partially traded shift is added to an existing shift of three (3) or more hours.
- 9-8.10 Rules governing such other matters as deadlines for, and approval of, shift trade requests will be adopted locally at each Base.

9-9 Shift Extensions

- 9-9.01 Employees may be required by the Company to remain at work after their scheduled shift end time if operationally required due to circumstances such as irregular operations or day-of staff shortages.
- 9-9.02 If the extension is greater than thirty (30) minutes, Qualified Employees will be solicited by position and in seniority order. An Employee may decline a shift extension if there are enough Qualified Employees with less seniority than the Employee in order to cover the Company's operational requirements.

9-10 Company Pool Hours

- 9-10.01 The Company may offer additional hours of work in the Company pool for pick-up by Qualified Employees on a first come first served basis. These hours may be posted at straight time or overtime.
- 9-10.02 Company overtime shifts posted in the pool shall be communicated electronically and will be granted on a first come first served basis.

9-11 Voluntary Time Off (VTO)

- 9-11.01 The Company may offer to reduce an Employee's hours of work. Any reduction will be subject to mutual agreement of the Company and the Employee.
- 9-11.02 Day of VTO – Subject to operational staffing requirements, day-of VTO will be granted on a first come first served basis.
- 9-11.03 Company Offered VTO Prior to a Schedule Bid – VTO offered by the Company in advance of a schedule build will be granted within status and position in seniority order at a Base.
- 9-11.04 Employee Requested VTO Prior to a Schedule Bid – VTO requested by Employees shall be made in accordance with the process determined by the Company. VTO requests may be made up to one (1) year in advance of the date requested. Employees may request up to twelve (12) VTO days off in a calendar year. Requests shall not include more than (2) consecutive days off. If approval is granted, requests for identical time off in the same position shall be granted in order of time stamp at a Base. The approval shall be confirmed at the time of the schedule release, reflecting the period of time off granted.
- 9-11.05 Notwithstanding 9-11.04 above, Employee requests for VTO on statutory holidays will be granted based on seniority.

- 9-11.06 The Company may choose to remove an Employee's pooled shift from the shift pool and grant them VTO for that removed shift. If one (1) or more Employees have pooled shifts that could be removed based on the Company's operational needs at a Base, the removal of those shifts as VTO will be done in seniority order. Employees will be advised in writing if the Company removed their shift from the pool. Once VTO hours are approved those hours shall not be added back to the Employee's schedule.
- 9-11.07 Employee Requested VTO After a Schedule Release - Employees who have had their scheduled hours adjusted pursuant to [Article 15 – Vacations and Statutory Holidays](#) 15-1.14 may, for those adjusted hours only, request VTO after schedule release. The Company will award these VTO requests if operationally available and in conjunction with VTO requests submitted in accordance with 9-11.04 and 9-11.05 above.

9-12 Hour Balancing

- 9-12.01 If an Employee is moving from one schedule pattern to another or from one status to another, which may impact their minimum rest period and/or hour requirements, the Company will hour balance the Employee's schedule prior to assigning the new schedule to the Employee.

ARTICLE 10 – PROBATION

- 10-1.01 A person being hired, or for the first time entering, into a classification covered by this Agreement, shall be required to serve a probationary period of nine (9) months of Active service commencing on their first day of work. By mutual written agreement between the Company and the Union, the probationary period may be extended by a maximum of three (3) months of Active service.
- 10-1.02 If an Employee is absent from Active service in excess of seven (7) consecutive Calendar Days during their probationary period, the Company may extend their probationary period by an equivalent number of days.
- 10-1.03 The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of an Employee 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 Employee unless the dismissal was arbitrary, discriminatory, or made in bad faith.
- 10-1.04 Time served as a temporary employee will be applied against the probationary period provided there is no break in employment.

ARTICLE 11 – SENIORITY

11-1 Purpose

- 11-1.01 Seniority shall be established from the Employee's most recent date of hire into a position covered by this Agreement. This effective date is the first day for which an Employee is credited with time worked for pay purposes. Time spent in training shall be considered as time worked.
- 11-1.02 The seniority list in place at each Base at the time of ratification of the first collective agreement shall be used for the purposes of establishing the first seniority list. The Parties agree to review and discuss finalizing the first seniority list within ninety (90) Calendar Days of the effective date of this Agreement. This first seniority list shall not be utilized for any purpose under this Agreement until the Parties have mutually agreed to the effective date of this first seniority list.
- 11-1.03 If the seniority date of two (2) or more Employees is the same, the Employee with the lower employee number shall have more seniority.
- 11-1.04 Notwithstanding 11-1.01 above, if an Employee who was hired as a temporary employee accepts permanent employment for a position covered by this Agreement during or at the termination of their temporary employment, with no break in employment with the Company of greater than seven (7) consecutive Calendar Days, the Employee's accrued seniority shall include the period they were employed as a temporary employee.

11-2 Seniority List

- 11-2.01 The Company shall maintain the seniority list for Employees, and by no later than September 1 of each year, will post a copy to the Company's intranet for the purposes 11-2.03 below.
- 11-2.02 It shall be the sole responsibility of each individual Employee to examine the seniority list following its posting to the Company's intranet.
- 11-2.03 An Employee may seek a correction to the seniority list by making a written request to both the Company's Labour Relations designate and to the Union Headquarters. To be considered, this written correction request must be received by the Company and the Union by no later than September 30th of the year in which that seniority list was published.

- 11-2.04 Notwithstanding 11-1.01 above, Employees may apply for reinstatement of previous continuous seniority. Such seniority must have accrued in a position covered by this Agreement, the Employee's employment with the Company must not have been broken by more than seven (7) consecutive Calendar Days and, the previous seniority must be substantiated by Company records.
- 11-2.05 Any seniority correction requests that are accepted by the Parties in accordance with 11-2.03 above shall be incorporated into an updated seniority list. The updated seniority list will be available for all Employees to view prior to the shift bid process.
- 11-2.06 Any adjustment of an Employee's seniority pursuant to this Article will not be retroactive.
- 11-2.07 Employees who no longer fall within the scope of this Agreement, and who retain but do not accrue seniority, will have their seniority and position on the seniority list adjusted to account for the time during which they were not accruing seniority. This adjustment will occur at the time the Employee resumes accruing seniority or prior to the Company taking an action which would be affected by this adjustment of seniority, whichever is the earlier.

11-3 Retention and Accrual of Seniority

- 11-3.01 Except as otherwise agreed by the Parties or as set out in this Agreement, an Employee shall retain and continue to accrue seniority at such time as when they are Active or when they are:
- (a) Inactive by reason of layoff, a protected leave of absence under the *Canada Labour Code*, or a Company approved personal leave of absence in accordance with [Article 12 – Leaves of Absence](#);
 - (b) On a suspension without pay;
 - (c) On strike or lockout; or
 - (d) On an approved leave due to illness or injury.

11-4 Forfeiture of Seniority

- 11-4.01 Except as otherwise agreed by the Parties or as set out in this Agreement, an Employee shall be removed from the seniority list and shall forfeit all rights at such time as:

- (a) They are no longer employed as an Employee 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 20 – Layoff and Recall](#);
- (d) They neglect to answer a recall opportunity, in accordance with [Article 20 – Layoff and Recall](#);
- (e) They have abandoned their employment with the Company;
- (f) When permanently appointed to another job outside the Agreement for a period of more than six (6) months; and,
- (g) When appointed to a term position for a period of more than twenty-four (24) months, in accordance with [Article 14 – Ad Hoc Opportunities, Temporary Assignments, and Term Positions](#).

11-5 Transfer to a Term Position Outside of the Bargaining Unit

- 11-5.01 An Employee who accepts an airport management term position in [Article 14 – Ad Hoc Opportunities, Temporary Assignments, and Term Positions – Out of Scope](#) of this Agreement, shall retain and not accrue seniority for a period of up to twenty-four (24) months. In the event the Employee does not return to the bargaining unit at or before the termination of this period, their name shall be removed from the seniority list.
- 11-5.02 An Employee who accepts any other term position in [Article 14 – Ad Hoc Opportunities, Temporary Assignments, and Term Positions – Out of Scope](#) of this Agreement, shall retain and accrue seniority for a period of up to twenty-four (24) months. In the event the Employee does not return to the bargaining unit at or before the termination of this period, their name shall be removed from the seniority list.

11-6 Transfer to a Permanent Position Outside of the Bargaining Unit

- 11-6.01 An Employee transferred to a permanent position within the Airports Department and not covered by this Agreement shall retain seniority for a period of six (6) months. In the event the Employee does not return to the bargaining unit at the termination of this period, their name shall be removed from the seniority list.

11-7 Returning Employee to a Bargaining Unit Position

- 11-7.01 If an Employee no longer falls within the scope of this Agreement and has retained seniority, but (a) is considered by the Company as being unsuited to their new position or (b) has expressed a desire in writing to the Company within the first six (6) months of their new position to return to their previous position, the Employee may be returned to their previous position at the discretion of the Company.

11-7.02 An Employee returning to their previous position under 11-7.01 above will not displace an Employee, other than a temporary employee or an Employee currently serving their probationary period.

11-8 Transfer to a Position Outside of the Bargaining Unit for Temporary Accommodation Reasons

11-8.01 An Employee who is temporarily accommodated in a position outside the scope of this Agreement shall retain and accrue seniority.

ARTICLE 12 – LEAVES OF ABSENCE

12-1 Unpaid Personal Leave of Absence

- 12-1.01 Upon successful completion of their probationary period, an Employee may request an unpaid personal leave of absence for a period of up to six (6) months, by providing a written request to their Senior Manager, Station Support, or designate. Except for circumstances beyond the control of the Employee, 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 unpaid personal leaves of absence subject to operational requirements.
- 12-1.02 The Company may elect to offer voluntary unpaid personal leaves of absence to Employees. In such circumstances, unpaid personal leaves of absence will be awarded based on seniority by affected Base, subject to operational requirements for position(s).
- 12-1.03 An Employee who is on an unpaid personal leave of absence shall be eligible to maintain benefits in accordance with the terms and conditions of the Company benefits plan.
- 12-1.04 If an Employee's unpaid personal leave of absence extends into a new calendar year, the Employee shall be paid out the difference between any earned vacation and/or statutory holidays and any vacation and or statutory holidays which were taken during the previous calendar year.
- 12-1.05 An Employee on an unpaid personal leave of absence shall maintain travel privileges in accordance with the Company Travel Privileges Policy.
- 12-1.06 An Employee on an unpaid personal leave of absence will be Inactive and will not accrue service for such purposes as pay progression, sick leave, and statutory holiday entitlements. The Employee shall also not earn vacation pay accrual while on the unpaid personal leave of absence.
- 12-1.07 An Employee on an unpaid personal leave of absence will only accrue seniority for ninety (90) Calendar Days.
- 12-1.08 An Employee returning from an unpaid personal leave of absence shall be reinstated in their former work position at their Base. If during the period of the leave there is a staff reduction in the work position at the Base, and the Employee would be affected, the Employee shall exercise their rights in accordance with [Article 20 – Layoff and Recall](#).

- 12-1.09 The Union shall be provided a monthly list of Employees who have applied, been approved, or denied an unpaid personal leaves of absence under this 12-1.

12-2 Maternity and/or Parental Leave (Including Adoption Leave)

- 12-2.01 Employees are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the *Canada Labour Code*.
- 12-2.02 An Employee requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Employee 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 Employee's anticipated departure date and shall be accompanied by a medical certificate from a medical practitioner stating the expected delivery date or in the case of adoption, the date the child is expected to come into the care of the Employee.
- 12-2.03 Notwithstanding 12-2.02 above, the leave may end earlier at the written request of the Employee upon providing the Company at least four (4) weeks' notice in advance of the requested return to work date unless there is a valid reason why the notice cannot be given, in which case the Employee shall provide the Company with notice in writing as soon as possible.
- 12-2.04 With the exception of 12-2.05 below, an Employee on maternity and/or parental leave will not be considered Active for such purposes as sick leave, vacation, and statutory holiday accruals during the period of leave.
- 12-2.05 During a period of maternity or parental leave, the Employee shall:
- (a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans;
 - (b) Be deemed to continue to accrue Active service for pay progression purposes, and continue to accrue vacation allotment progression only; and
 - (c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.
- 12-2.06 An Employee returning from maternity or parental leave shall be reinstated in their former work position, at their Base. If during the period of the leave, there is a staff reduction in the work position at the Base, and the Employee would be affected, the Employee shall exercise their rights in accordance with [Article 20 – Layoff and Recall](#).

12-3 Bereavement Leave

- 12-3.01 In the event of a death as outlined in 12-3.02 below, the Employee shall advise the Manager Development and Performance (DPM), or designate, of the requirement for time off for bereavement. The bereavement leave days do not necessarily need to be taken consecutively.
- 12-3.02 An Employee shall be entitled to bereavement leave as follows:
- (a) In the case of the death of a spouse, common-law partner, child of Employee or spouse, parent, step-parent, or parent-in-law, the Employee is entitled to a paid leave of up to five (5) Calendar Days, as well as an additional five (5) Calendar Days of unpaid leave;
 - (b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Employee, the Employee is entitled to a paid leave of up to three (3) Calendar Days, as well as an additional seven (7) Calendar Days of unpaid leave; and
 - (c) During the bereavement leave, the Employee will maintain travel privileges in accordance with the Company Travel Privileges Policy.
- 12-3.03 For the paid component of the bereavement leave entitlement specified in 12-3.02 above, the Employee will be pay protected for the actual scheduled hours they are absent due to bereavement leave.
- 12-3.04 An Employee's bereavement leave may be taken during the period that begins on the date on which the family member's death occurs and ends six (6) weeks after the latest date of any funeral, burial, or memorial service for that family member occurs.

12-4 Jury Duty

- 12-4.01 An Employee who is summoned for jury duty will provide a copy of the jury duty notice to their Senior Manager, Station Support, or designate, as far as possible in advance of the scheduled jury duty or court appearance. The Senior Manager, Station Support shall be notified by the Employee immediately after release from jury duty, in order that the employee may return to Active duty. An Employee will be pay protected, at straight-time rates, for the scheduled hours they are absent due to jury duty leave. Upon their return to Active duty, the Employee must provide the Senior Manager, Station Support, or designate, documentation from the court showing the dates and times the jury duty was served.
- 12-4.02 During a period of Jury Duty leave, the Employee shall:
- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided

under and in accordance with the terms and conditions of the Company benefit plans;

- b) Continue to accrue service for pay progression purposes; and
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

12-5 Court Leave

- 12-5.01 If an Employee receives a summons or subpoena to appear in court (provided it is for something related to their discharge of duties with the Company), they shall be removed from the schedule and shall be pay protected for the required court appearance date(s).
- 12-5.02 During a court appearance leave, the Employee shall:
- a) Maintain all active health, dental, disability, Employee/spouse optional life, Employee/dependent life, and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
 - b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.
- 12-5.03 If an Employee receives a summons or subpoena to appear in court for something unrelated to their employment with the Company, they shall be removed from the schedule and granted leave without pay for the required court appearance dates unless they are able to either trade the conflicting shift(s) or move their court date(s).
- 12-5.04 An Employee who is summoned or subpoenaed to appear in court and needs to be released from work will provide a copy of the summons or subpoena to their Manager Development and Performance (DPM), or designate, as soon as possible upon receiving it.
- 12-5.05 Unless otherwise provided for in this Agreement, the Company shall not pay for the time an Employee is absent from work for any legal proceedings against the Company.

ARTICLE 13 – FILLING OF VACANCIES, COMPASSIONATE TRANSFERS, AND STATUS CHANGES

13-1 Filling of Position Vacancies

- 13-1.01 When a vacancy for a position covered by this Agreement occurs at a Base, the Company will post the vacancy for seven (7) Calendar Days.
- 13-1.02 The Company will advise the Union of any vacancies that are posted in accordance with 13-1.01 above and the applicants that have applied to each such vacancy.
- 13-1.03 Employees wishing to apply for a vacancy must do so in accordance with the instructions on the vacancy posting.
- 13-1.04 Employees may withdraw their application for a vacancy up until such time that they are offered and have accepted the vacancy position.
- 13-1.05 For vacancies in the Guest Services classification, successful applicants will be identified based on seniority within the Base where the vacancy occurs.
- 13-1.06 In the event a successful applicant is not identified as per 13-1.05 above, successful applicants will be identified based on seniority at another Base.
- 13-1.07 In the event a successful applicant is not identified as per 13-1.05 and 13-1.06 above, the Company may identify a successful applicant from outside the bargaining unit.
- 13-1.08 For vacancies in a classification covered by this Agreement, other than the Guest Services classification, the Company will review applications that meet the requirements of the posting within the Base where the vacancy occurs. The Company will develop a shortlist of applicants, by seniority. A test and/or interview may be used to determine qualifications of applicants. Applicants achieving the minimum passing threshold will be deemed qualified. The Company will select the most senior, qualified applicant.
- 13-1.09 In the event a successful applicant is not identified as per 13-1.08 above, the Company will review applications and develop a shortlist of applicants who meet the requirements of the posting at another Base and follow the process as per 13-1.08 above.
- 13-1.10 For the purposes of 13-1.08 and 13-1.09 above, Employees with active discipline at a level greater than a written warning shall not be eligible to be considered for any vacancies in another position.

- 13-1.11 In the event a successful applicant is not identified as per 13-1.09 above, the Company will assess applications from outside the bargaining unit.
- 13-1.12 If an Employee who is awarded a vacancy pursuant to 13-1.08 or 13-1.09 above is deemed by the Company to be unsuitable for the position within a six (6) month Active service evaluation period, starting from the effective date of the position, the Employee will be returned to their previous position.
- 13-1.13 The Union may offer the Company recommendations on the content of any tests and/or interviews utilized by the Company for a vacancy.
- 13-1.14 Employees who are tested and/or interviewed for a vacancy in accordance with 13-1.08 and 13-1.10 above and who are not a successful applicant may request feedback from the Company. This feedback will be provided within fourteen (14) Calendar Days of the request. Employees may elect to have a Union representative accompany them in a feedback meeting.
- 13-1.15 Applicants to a vacancy who currently hold the same position in the same Base or who currently operate in the same position in the same Base in a relief capacity will have priority to be offered the vacancy over other applicants. If there are two (2) or more such Employees who have applied to the vacancy, the most senior applicant will be offered the vacancy.
- 13-1.16 An applicant who currently holds the same position in the same Base or currently operates in that position in a relief capacity in the same Base shall not be required to undergo testing and/or an interview to be considered for that vacancy.
- 13-1.17 The Union will be notified of the names of the successful applicants for all position vacancies covered by this Agreement.
- 13-1.18 Employees on a leave of absence may apply for vacancies.
- 13-1.19 If an Employee on a leave of absence (excluding personal and Union leaves) is the successful applicant to a vacancy, they will report for duty as directed by the Company after the conclusion of their leave.
- 13-1.20 If the successful applicant for a vacancy is an Employee who is on a personal or Union leave of absence, the Employee will be obligated to report for duty in the new position as directed by the Company. If the Employee elects to remain on personal or Union leave of absence and not report for duty, the Company will select a new successful applicant according to the process outlined in this Article.

- 13-1.21 In the event an Employee on a leave of absence (excluding personal or Union leaves) is the successful applicant to a vacancy, the Company may offer the role in a temporary capacity to another candidate who had applied for the same vacancy. The duration of this temporary position will be no longer than the duration of the leave of absence of the successful applicant.
- 13-1.22 The Employee will be responsible for all costs associated with any relocation under this Article.

13-2 Compassionate Transfers

- 13-2.01 An Employee may, in exceptional circumstances and for compassionate purposes, request a temporary transfer to another Base. Such temporary transfer requests may be granted by the Company to an Employee for a period of up to six (6) months.
- 13-2.02 Requests for compassionate Base transfers shall be made in writing to the Union and Company and will provide information to support the request.
- 13-2.03 If a transfer is approved by the Company under this 13-2, the conditions of the temporary transfer will be as follows:
- a) The Employee may be transferred out of seniority order.
 - b) All transfers shall be done within the Employee's position and/or status. The purpose of a compassionate transfer is not to fill a permanent vacancy. If the position and/or status held by the Employee is not available in the other Base, they will be offered a different position and/or status if they are qualified and compensated at the applicable rate/step for that classification for the duration of the temporary transfer.
 - c) Employees who are approved for a compassionate transfer will have their awarded/assigned vacation/Statutory Holidays transfer with them, subject to operational requirements. If it is not possible to honour the previously awarded/assigned vacation, the Employee shall be contacted by the local workforce planning team to select new blocks from the available vacation blocks. If the vacation bid period occurs during the compassionate Base transfer period, the Employee will bid in their original Base.
 - d) The Employee will be responsible for all costs associated with any relocation.
- 13-2.04 If a compassionate Base transfer request is not approved, the Company will notify the Union in writing with the reason(s).

13-3 Filling of Status Changes Without a Vacancy

- 13-3.01 The Company may offer status change to Employees, in a position at a Base, starting with the most senior Employees in that position and Base who have completed the online form indicating their interest in a status change.
- 13-3.02 A list of status changes to be implemented under 13-3.01 above will be provided to the Union prior to the status changes taking effect. Status changes will be verbally offered in order of seniority to those who have submitted requests. Employees will be required to accept or decline within twenty-four (24) hours from the time they received the status change offer from the Company. If the Employee declines, they will be ineligible for a status change under 13-3.01 above for a period of four (4) months from the date of their decline.

ARTICLE 14 – AD HOC OPPORTUNITIES, TEMPORARY ASSIGNMENTS, AND TERM POSITIONS - OUT OF SCOPE

14-1 Ad Hoc Opportunities

- 14-1.01 Ad hoc opportunities will not be longer than thirty (30) Calendar Days in duration, unless approved by the Union.
- 14-1.02 The Company may request or select an Employee for an ad hoc opportunity. The Company will not oblige any Employee to accept an ad hoc opportunity, as provided in this Article, nor will the Company request an Employee to work in an ad hoc opportunity that is within the scope of another collective agreement. If Airports Management is consulted on the selection of an Employee for an ad hoc opportunity, they will endeavour, to the extent possible, select an Employee who has not recently been selected.
- 14-1.03 An Employee who accepts an ad hoc opportunity will be paid for all time worked at their regular rate of pay. Ad hoc opportunities may, at the Company's discretion, also be accompanied by additional compensation.
- 14-1.04 An Employee performing an ad hoc opportunity shall continue to hold their current position.
- 14-1.05 Ad hoc opportunities are outside the scope of the bargaining unit.
- 14-1.06 Employees shall continue to pay union dues while working in an ad hoc opportunity.
- 14-1.07 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 the Employees assigned to such assignments.

14-2 Temporary Assignments

- 14-2.01 The Company shall post temporary assignments that are not within the Airports Department in accordance with the hiring practices of such other department.
- 14-2.02 The Company shall post temporary assignments that are within the Airports Department for a minimum of seven (7) Calendar Days.
- 14-2.03 For temporary assignments posted within the Airports department, all expressions of interest submitted by Employees shall be considered by the Company, if they meet the requirements of the posting. Understanding that some positions are soliciting applicants including those outside the bargaining unit, if an applicant is to be selected from this bargaining unit, 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 equal, the Company will select the most senior applicant.

- 14-2.04 For temporary assignments posted within the Airports department, any candidate(s) who are unsuccessful may request interview feedback from the Company. This will be provided within fourteen (14) Calendar Days of the request. Employees may elect to have a Union representative accompany them in a feedback meeting.
- 14-2.05 If a temporary assignment is posted for the Airports Department, and the Company determines a test is required, the Company shall discuss this requirement with the Union.
- 14-2.06 Temporary assignments will not be longer than twenty-four (24) months in duration, unless approved by the Union.
- 14-2.07 An Employee who has been selected for a temporary assignment under this Article shall not be eligible for another temporary assignment for a period of six (6) months from the date of completion of the initial temporary assignment. Any exceptions to this must be approved by the Union.
- 14-2.08 An Employee may resign from a temporary assignment upon providing two (2) weeks' written notice to the Company.
- 14-2.09 An Employee who accepts a temporary assignment will be paid for all time worked at their regular rate of pay. Temporary assignments may, at the Company's discretion, also be accompanied by additional compensation.
- 14-2.10 An Employee performing a temporary assignment shall continue to hold their current position.
- 14-2.11 Temporary assignments are outside the scope of the bargaining unit.
- 14-2.12 Employees shall continue to pay Union dues while working in a temporary assignment.
- 14-2.13 On a monthly basis, the Union will be provided with a list of all new temporary assignments from the prior month and the names of the Employees assigned to such assignments.

14-3 Airport Management Term Positions

- 14-3.01 The Company shall post airport management term positions, which involve the control, direction, and/or discipline of bargaining unit members, for a minimum of seven (7) Calendar Days.
- 14-3.02 All expressions of interest submitted by Employees for an airport management term position posting shall be considered by the Company if they meet the requirements of the posting.
- 14-3.03 An Employee who accepts an airport management term position shall retain and not accrue seniority for a period of up to twenty-four (24) months. In the event the Employee does not return to the bargaining unit at or before the termination of this period, their name shall be removed from the seniority list.
- 14-3.04 An Employee who has been selected for an airport management term position under this Article shall not be eligible for another airport management term position for a period of six (6) months from the date of completion of the initial airport management term position. Any exceptions to this must be approved by the Union.
- 14-3.05 An Employee may resign from an airport manager term position upon providing two (2) weeks' written notice to the Company.
- 14-3.06 An Employee accepting an airport management term position shall have the right to return to their bargaining unit position, subject to the terms and conditions of this Agreement.
- 14-3.07 Airport management term positions are outside the scope of the bargaining unit.
- 14-3.08 Employees will not continue to pay union dues while working in an airport management term position.
- 14-3.09 On a monthly basis, the Union will be provided with a list of all new airport management term positions from the prior month and the names of the Employees assigned to such positions.
- 14-3.10 At no time shall an Employee in an airport management term position perform work in another bargaining unit within the Company where a strike or lockout is happening.

14-4 Company Term Positions

- 14-4.01 Company term positions are outside the scope of the bargaining unit.

- 14-4.02 An Employee who accepts a Company term position shall retain and accrue seniority for a period of up to twenty-four (24) months. In the event the Employee does not return to the bargaining unit at or before the termination of this period, their name shall be removed from the seniority list.
- 14-4.03 An Employee accepting a Company term position shall have the right to return to their bargaining unit position, subject to the terms and conditions of this Agreement.
- 14-4.04 Employees will not pay Union dues while working in a Company term position.

ARTICLE 15 – VACATION AND STATUTORY HOLIDAYS

15-1 General

- 15-1.01 A week of vacation shall be seven (7) consecutive Calendar Day blocks of time-off, running from Monday to Sunday, and each block is worth five (5) vacation days.
- 15-1.02 Notwithstanding 15-1.01 above, a day of work that commences on the day prior to the first day of vacation may overlap into the first day of a vacation block.
- 15-1.03 Vacation is not cumulative and will be taken during the calendar year in which it is earned, subject to 15-10 below.
- 15-1.04 Full-time Employees shall be entitled to bid in lieu days for Statutory Holidays. Full-time Employees will bid for their Statutory Holiday allotment in the same manner as they bid vacation.
- 15-1.05 Any restrictions on vacation dates must be declared by the Company before the vacation bid in each year. There must be a minimum of one vacation block available for every week of the vacation year.
- 15-1.06 An Employee who is Inactive during the calendar year and who has Vacation/Statutory Holidays previously awarded/assigned, will have their Vacation/Statutory Holidays entitlement reconciled upon return to duty prior to being assigned any available Vacation/Statutory Holiday block(s) or days or vacation payout to the Employee.
- 15-1.07 Inactive Employees, excluding any Employees on layoff, will be eligible to participate in the vacation bid.
- 15-1.08 Employees who enter into the scope of the Agreement after bidding and who are eligible to have Vacation/Statutory Holidays scheduled will request their preferred time from the open blocks available at the Base in their position. Such requests will be made by the Employee directly to the local workforce planning team. Requests will be granted based on availability and on a first come, first serve basis.
- 15-1.09 Vacation for full-time Employees is calculated each pay period. An Employee shall earn these accruals each pay period in which they are Active. An Employee in an Inactive status for the full pay period shall not receive an

accrual; however, if the Employee is Active at least one (1) Calendar Day in the pay period, the full accrual for that pay period shall be granted.

- 15-1.10 Vacation pay for part-time and casual Employees is accrued and paid out each pay period. Scheduled vacation time for part-time and casual Employees shall be unpaid.

Vacation Time Available	Vacation Pay Percentage
2 weeks	4%
3 weeks	6%
4 weeks	8%

- 15-1.11 A vacation week will be credited at forty (40) hours and a vacation day will be credited at eight (8) hours for a full-time Employees for the purposes of the Employee's vacation pay entitlement and for the minimum required hours of work calculation conducted under [Article 9 – Scheduling 9-2 – Hours of Work](#).
- 15-1.12 A vacation week will be credited at forty (40) hours and a vacation day will be credited at eight (8) hours for a part-time Employee for the purposes of the Employee's minimum required hours of work calculation conducted under [Article 9 – Scheduling 9-2 – Hours of Work](#).
- 15-1.13 For each vacation week taken by a casual Employee in a scheduling period, the minimum required number of shifts that they are required to work in that scheduling period under [Article 9 – Scheduling 9-2 – Hours of Work](#) shall be reduced by one (1) shift.
- 15-1.14 If a full-time Employee's awarded/assigned work schedule for that week would have been more or less than forty (40) hours of work, the Employee's awarded/assigned schedule(s) in the week preceding and/or following the vacation block will be adjusted by the Company to reconcile the difference. This adjustment will occur during the schedule build period for the scheduling period in which that vacation block is to be taken. In the event an Employee prefers to not work the extra hours and have their pay adjusted accordingly, they may elect to access VTO according to [Article 9 – Scheduling 9-11 Voluntary Time Off](#).
- 15-1.15 A vacation calendar year will span from January to December and will include the week that contains January 1st of the following year, thereby commencing the vacation bid of the following year on the second week of January.

15-2 Allotment

- 15-2.01 An Employee's vacation allotment will be based on completed years of continuous employment with the Company. Vacation allotment shall be prorated for any partial year of Company employment.
- 15-2.02 An Employee's annual vacation allotment is as follows:
- (a) During the first three (3) years of employment, an Employee earns two (2) weeks per year.
 - (b) At the commencement of the fourth (4th) year of employment and until the end of the sixth (6th) year of employment, an Employee earns three (3) weeks per year.
 - (c) At the commencement of the seventh (7th) year of employment, an Employee earns four (4) weeks per year.

15-3 Statutory Holidays

- 15-3.01 The Company observes eleven (11) Statutory Holidays defined as the following:
- (a) The ten (10) general holidays defined under the *Canada Labour Code*; and,
 - (b) The Civic Holiday.
- 15-3.02 In the event that the Company removes the Civic Holiday for other Company employee groups it shall also be removed for this bargaining unit. Notwithstanding the preceding sentence, in no event will an Employee receive less Statutory Holidays than any other Company employee group.
- 15-3.03 For the purposes of bidding, Statutory Holidays are allocated on January 1 of each calendar year. A full-time Employee shall bid these eleven (11) Statutory Holidays in a calendar year pursuant to 15-4 below.
- 15-3.04 A full-time Employee will be credited one hundred (100) hours in their Statutory Holiday bank for the eleven (11) Statutory Holidays.
- 15-3.05 Employees will bid for their Statutory Holiday allotment in the same manner as they do for their vacation entitlements. Statutory Holiday time-off shall be deemed to be taken after all eligible vacation entitlement has been taken by the Employee in that calendar year.
- 15-3.06 A Statutory Holiday block shall be seven (7) consecutive Calendar Days of time-off, running from Monday to Sunday, and each block is worth forty (40) Statutory Holiday hours. If the Employee's awarded/assigned work schedule for that week is more or less than forty (40) hours of work, the Employee's

awarded/assigned schedule in the week(s) preceding and/or following the Statutory Holiday block will be adjusted by the Company to reconcile the difference. This adjustment will occur during the schedule build period for the scheduling period in which that Statutory Holiday block is to be taken.

- 15-3.07 If an Employee has insufficient Statutory Holiday hours to bid a full Statutory Holiday block, the Employee will be assigned a Statutory Holiday block of time in the random round in accordance with the process set out in 15-5.06 below, which will be equivalent to the remaining hours in their Statutory Holiday bank.
- 15-3.08 For a new-hire full-time Employee, from their date of hire to the end of the current calendar year, Statutory Holidays will be prorated and will be scheduled by the local workforce planning team.
- 15-3.09 An Employee on any type of Inactive Status shall forfeit their entitlement to any Statutory Holidays which occurred while they were on Inactive status and their Statutory Holidays days will be reconciled upon their return to Active service.
- 15-3.10 Statutory Holiday entitlements for part-time and casual Employees shall be in accordance with the *Canada Labour Code*.

15-4 Vacation and Statutory Holiday Bidding

- 15-4.01 At each Base, vacation blocks will be bid in order of seniority by position.
- 15-4.02 Full-time, part-time, and casual Employees will bid at the same time on the same vacation blocks.
- 15-4.03 The bid will be conducted by an automated bid process.
- 15-4.04 Full-time Employees will bid for their Statutory Holiday allotment in the same manner as they bid vacation.
- 15-4.05 There will be two (2) rounds of vacation bidding and one (1) round of random awards. Bidding rounds will have two (2) waves of awarding of vacation blocks.
- 15-4.06 The Union at the Base Level and the Employees shall be notified in writing by the Company with a minimum of seven (7) Calendar Days prior to the commencement of a vacation bid. The vacation bid list by seniority must be published for all Employees to view.

- 15-4.07 No later than October 15th, the Company shall post a notice indicating total vacation bidding blocks available the following year by 0900 local time. At this time Employees may begin the vacation bidding process.
- 15-4.08 Employees will submit all preferences for individual vacation blocks for each round of bidding. The first round of vacation bidding shall be open for seven (7) Calendar Days and close at 2359 local time on the seventh (7th) day.
- 15-4.09 The results of the first round will be published the day after the bid closes by 1600 local time.
- 15-4.10 The second round of vacation bidding shall commence the day following the publishing of the first round at 0900. The second round of vacation bidding shall be open for seven (7) Calendar Days.
- 15-4.11 Results from the second round will be published for Employees the day after the bid closes by 1600 local time.

15-5 Vacation Awards

- 15-5.01 Vacation will be awarded by seniority subject to Article 15-4.01.
- 15-5.02 The first round of vacation awards will consist of two (2) waves. In the first wave, the most senior Employee will be awarded up to two (2) blocks or 50% of their full block allotment, whichever is greater, (rounding up) provided they have entered sufficient preferences during the bid process.
- 15-5.03 The next senior Employee will then be awarded up to two (2) blocks or 50% of their full block allotment, whichever is greater, (rounding up) in the same manner, until the least senior Employee has gone through the process.
- 15-5.04 In the second wave of the first round, the most senior Employee will then be awarded their remaining vacation allotment provided the Employee has entered sufficient preferences during the bid process. The next senior Employee will then be awarded their remaining vacation allotment through the same process.
- 15-5.05 Employees who did not submit sufficient preferences and/or have any unawarded vacation blocks after the first round may participate in the second round of vacation awards and submit their preferences.
- 15-5.06 Employees who do not submit their vacation preferences prior to the bid process or Employees who do not have a full block entitlement after the second bid round will be assigned blocks, in the random round which occurs

after all other Employees in that Base have been assigned.

- 15-5.07 Employees who have transferred, to a new Position in their Base will have their award/assigned Vacation/Statutory Holidays transfer with them, subject to operational requirements. If it is not possible to honour the previously awarded/ assigned vacation, the Employee shall be contacted by the local workforce planning team to select new blocks from the available vacation blocks.

15-6 Wait List Vacation Blocks

- 15-6.01 Employees may request a change to their awarded vacation blocks by completing the appropriate online form. Should the requested block become available, it will be reviewed and granted to the senior Employee on the wait list, subject to operational requirements.
- 15-6.02 It will be the Employee's responsibility to withdraw their request from the wait list should they no longer desire to exchange their awarded or assigned block for the wait list block.
- 15-6.03 An Employee may only make one (1) wait list exchange request for each remaining awarded or assigned block available to them.

15-7 Joint Vacations

- 15-7.01 If two (2) Employees desire a joint vacation block, they must so indicate prior to the commencement of bidding and at the time they select dates.
- 15-7.02 If two (2) Employees have indicated they desire a joint vacation block, each of the Employees concerned will assume the seniority of the most junior Employee concerned and each shall retain that seniority for vacation selection purposes for that vacation block.

15-8 Vacation Pay on Cessation of Employment

- 15-8.01 Employees who leave the employ of the Company for any reason are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual cessation of employment.

15-9 Vacation/Statutory Holidays Reconciliation

- 15-9.01 If the reconciliation process under 15-1.08 above indicates that an Employee will not have enough accruals to cover Vacation/Statutory Holiday time awarded in the remainder of the year, the Employee may choose a

Vacation/Statutory Holiday block(s) or day(s) to remove. This must be submitted in writing to the local workforce planning team.

- 15-9.02 If the reconciliation process under 15-1.08 above indicates that an Employee has taken more vacation than they shall earn, the Employee will have the option to reimburse the overage either in a lump sum or through Company payroll deduction as per [Article 8 – Pay Discrepancies](#).
- 15-9.03 The Company will also complete an end of year reconciliation process for Vacation/Statutory Holidays earned. Employees who are reconciled to have overtaken time will be notified and will have the option to reimburse the overage either through a lump sum payment or through Company payroll deduction as per [Article 8 – Pay Discrepancies](#).
- 15-9.04 As per 15-9.03 above, Employees who are reconciled to have time still remaining, will be notified of the remaining blocks available to select from in the first quarter of the next year.

15-10 Waiving Vacation

- 15-10.01 Part-time and casual Employees may request to the Company for approval to waive a week of vacation and be scheduled in accordance with [Article 9 – Scheduling](#). Employees must submit the request in writing to the local workforce planning team a minimum of a week prior to the release of the schedule.

ARTICLE 16 – TEMPORARY EMPLOYEES AND TEMPORARY POSITION AND STATUS CHANGES

16-1 Temporary Employees

- 16-1.01 The Company may hire temporary Employees in a Base only when there is a temporary increase in the flight schedule and the Company has offered recall to all eligible Employees on layoff from that Base. Prior to hiring temporary Employees, the Company will provide a list of the additional flights to the Union at the Headquarters level.
- 16-1.02 Provided the requirements of 16-1.01 above are met, the Company may hire temporary Employees without actioning eligible requests made for a permanent position or status change under [Article 13 – Filling of Vacancies, Compassionate Transfers and Status Changes](#), providing such a requirement is separated from the last such increase by at least sixty (60) Calendar Days.
- 16-1.03 Temporary Employees shall not be utilized for a duration greater than one-hundred and thirty-two (132) consecutive Calendar Days.
- 16-1.04 Temporary Employees will be terminated at the end of the temporary vacancy unless they have applied for and the Company has awarded them a permanent position with the Company.
- 16-1.05 Temporary Employees will be excluded from participation in all Company benefit plans.
- 16-1.06 [Article 15 – Vacation and Statutory Holidays](#) does not apply to temporary Employees.
- 16-1.07 Temporary Employees will receive vacation pay equal to four percent (4%) of their wages. Vacation pay that is accrued will be paid out each pay period.
- 16-1.08 In the event a temporary Employee works on a Statutory Holiday, they will be compensated in accordance with the *Canada Labour Code*.
- 16-1.09 The Company will determine the uniform allotments for temporary Employees and any requirements to return allotments to the Company upon completion of their temporary employment.
- 16-1.10 Temporary Employees will be scheduled in accordance with [Article 9 – Scheduling 9-6.01 Shift Bids](#).

16-2 Temporary Position and Status Changes

- 16-2.01 The Company may offer temporary position or status changes to existing Employees to fill additional staffing requirements in accordance with the processes set out in [Article 13 – Filling of Vacancies, Compassionate Transfers, and Status Changes](#).

ARTICLE 17 – DISCIPLINARY AND DISCHARGE ACTIONS

17-1 General

- 17-1.01 No Employee who has completed their probationary period shall be disciplined or discharged without just cause.
- 17-1.02 Any Employee who has been disciplined may file a grievance in accordance with this Agreement pursuant to [Article 18 – Grievance Procedure](#).
- 17-1.03 Under circumstances where disciplinary or discharge action is contemplated, the Company may initiate an investigation in order to consider all factors involved. Such investigations may involve any of the Employees, or others, as deemed necessary by the Company.

17-2 Off Pending Investigation

- 17-2.01 If disciplinary or discharge action is contemplated, the Employee involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits, or Company service to provide the Company with sufficient time to investigate.
- 17-2.02 During the period an Employee is off pending investigation, the Employee shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.

17-3 Investigative And Disciplinary Meetings

- 17-3.01 Investigative and disciplinary meetings will be held in-person. The Company may elect to have some or all of their designated representatives attend via teleconference or videoconference.
- 17-3.02 Whenever the Company is going to interview an Employee in the course of an investigation, they shall first advise the Employee: of their right to have a Union representative during an interview; that an investigation is being held; and the matter which is under investigation.
- 17-3.03 If disciplinary or discharge action is taken, the Employee will be notified in writing, stating the reason(s) for, and the actions to be taken. The Employee will be advised of their right to request the presence of a Union representative at any meeting in which discipline or discharge is to be issued. The Employee will have the right to grieve the disciplinary action in accordance with [Article 18 – Grievance Procedure](#).

NOTE: The foregoing will not preclude the Company from initiating discipline or discharge action without such prior discussion in those instances where the Employee is not reasonably available.

17-4 Disciplinary Documents

- 17-4.01 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, including for the purposes of any promotional opportunities, provided there has been no further discipline issued.
- 17-4.02 In the event that discipline is modified through either the grievance or arbitration procedures, the original discipline will be replaced with the modified discipline, unless such decision is to exonerate the Employee, in which case the discipline will be removed.

ARTICLE 18 – GRIEVANCE PROCEDURE

18-1 General

- 18-1.01 It is the desire of the Parties to this Agreement that complaints or grievances be settled as promptly as possible.
- 18-1.02 For the purposes of this Agreement, a “grievance” is defined as any difference between an Employee, the Union, or the Company that concerns the interpretation, application, administration, or alleged violation of this Agreement, including any question or dispute as to whether a matter or complaint is arbitrable, or concerns—the discipline or discharge of an Employee.
- 18-1.03 Either the Company or the Union may file a grievance pursuant to this Article. The Union, not the grievor, retains control and direction of any Union grievance filed.
- 18-1.04 Grievances hearings will be held in-person for participants that are available in-Base. The Company and Union may elect to have some or all of their designated representatives attend via teleconference or video conference.
- 18-1.05 A grievance concerning the dismissal of an Employee may be initiated by the Union at Step 2 of the grievance procedure.

18-2 Informal Level

- 18-2.01 If an Employee believes they have the basis of a grievance, they should have a personal talk with management at their location with a view to resolving the matter.
- 18-2.02 If the Employee fails to resolve the matter through 18-2.01 above or if they elect to bypass that provision, they may ask their Union Chairperson to enter into informal discussions with management at their location on their behalf with a view to resolving the matter prior to initiating a grievance. The Employee may elect to accompany the Chairperson in all such discussions or they may elect to have the Chairperson enter into such discussions in their absence.

18-3 Grievance Procedure

- 18-3.01 Grievances shall be submitted by the Union in writing to the Employee Support Manager, or designate, and the Labour Relations designate and include the following:

- (a) The name(s) of the grievor(s);
- (b) The type of grievance (Individual, Group, or Policy);
- (c) The alleged violation, including the date of the violation and Article violated;
- (d) The reason for the grievance and a summary of the circumstances giving rise to the grievance; and
- (e) The remedy sought.

18-3.02 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 date on which the Employee(s), or the Union in the case of a Policy Grievance, knew or ought to have known about the fact or event which gave rise to the matter in dispute. Either Party may request a thirty (30) Calendar Day extension to this deadline after participating in resolution discussions pursuant to [18-2 – Informal Level](#) above, which request will not be unreasonably denied.

18-3.03 Time limits, may be waived, combined, or extended by mutual written agreement between the Company and the Union.

18-4 Grievance Steps

STEP 1 - LOCAL LEVEL

18-4.01 A grievance for an Employee (“Individual Grievance”) or a grievance for a group of Employees dealing with the same issue (“Group Grievance”) shall be initiated by the Union at Step 1 of the grievance procedure.

18-4.02 The grievance will be heard by the Senior Manager – Guest Experience, or designate, and the People Relations representative, or designate.

18-4.03 The Company shall hold a hearing within fourteen (14) Calendar Days of receipt of a written grievance, unless otherwise mutually agreed to, and reasonable notice of the hearing shall be given to the Union Chairperson. The Company shall have fourteen (14) Calendar Days to render a decision in writing from the close of the Step 1 hearing. Failing answer or satisfactory adjustment within the above time limits, the grievance may be submitted by the Union for appeal to the Airports Director, or designate, and the Labour Relations representative, or designate, at the Step 2 level.

STEP 2

- 18-4.04 An appeal from Step 1 must be submitted to the Company in writing by the Union within fourteen (14) Calendar Days of receipt of the Company's decision at Step 1.
- 18-4.05 A "Policy Grievance" is, by its nature, a grievance that cannot be grieved concerning an individual Employee or a group of Employees. The Union may initiate Policy Grievances at the Step 2 level and are filed by the Chairperson of the Bargaining Committee. In such cases, the matter will first be discussed with a representative designated by the Company.
- 18-4.06 The grievance will be heard by the Airports Director, or designate, and the Labour Relations representative, or designate.
- 18-4.07 The Company shall have fourteen (14) Calendar Days to render a decision in writing from the close of the Step 2 hearing. Such decision shall also contain the facts and position presented by the Company during the hearing as well as facts obtained by the Company during any investigation conducted subsequent to the hearing.
- 18-4.08 Throughout the grievance procedure the Union shall be given the full opportunity to present evidence and make representation.
- 18-4.09 A "Company Grievance" arising directly between the Company and the Union shall be initiated by the Company at Step 2 of the grievance procedure.
- 18-4.10 A Company Grievance will be heard by a designate of Union at the Headquarters level. The Union shall render a response within fourteen (14) Calendar Days of the hearing.

STEP 3

- 18-4.11 If a satisfactory resolution is not obtained at Step 2, either Party may then initiate the arbitration procedure, in accordance with [Article 19 – Arbitration](#), within thirty (30) Calendar Days of receiving the Step 2 decision.

18-5 Timelines Process

- 18-5.01 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 and the Company will provide written confirmation to the designated Union representative of the same. 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 upon the Union providing the designated Company Labour Relations representative confirmation of the same.

ARTICLE 19 – ARBITRATION

19-1 Arbitration Process

- 19-1.01 Any dispute not settled during the grievance process may be submitted to arbitration in accordance with [Article 18 – Grievance Procedure](#).
- 19-1.02 The Parties agree to jointly select an arbitrator, within thirty (30) Calendar Days following the arbitration referral date. If the Parties are unable to agree on the selection of an arbitrator for a grievance, the Parties may make a written request to the Minister of Labour to appoint an arbitrator for that matter.
- 19-1.03 The Company and the Union shall have the opportunity to present evidence, witnesses, argument, and summation at the arbitration hearing.
- 19-1.04 The compensation of the arbitrator/mediator, expenses incurred by the arbitrator/mediator, and costs associated with the arbitration/ mediation facilities shall be borne equally by the Company and the Union for any pre-hearings, mediations, and arbitrations.

19-2 Arbitrator's Jurisdiction

- 19-2.01 The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.
- 19-2.02 The arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

19-3 Arbitrator's Decision

- 19-3.01 The arbitrator's decision shall be final and binding on the Company, the Union, and the Employee(s) involved.

19-4 Union Witness(es)

- 19-4.01 At any hearing(s) held throughout the arbitration procedures, Union witnesses and representatives who are employees of the Company shall be given time off without pay.

ARTICLE 20 – LAYOFF AND RECALL

20-1 Layoffs

- 20-1.01 Prior to any layoff(s), all surplus position(s) shall be, to the extent possible, first dealt with through voluntary layoffs and voluntary unpaid Special Leaves of Absence.
- 20-1.02 Employees who take a voluntary unpaid Special Leave of Absence under 20-1.01 above shall continue to accrue seniority for the duration of their leave and not be subject to the seniority accrual limitation of ninety (90) Calendar Days in 12-1.07 of [Article 12 – Leaves of Absence](#).
- 20-1.03 Employees on a leave of absence shall not be excluded from the seniority list for layoff purposes.
- 20-1.04 Prior to implementing layoffs, the Company will meet with the Union at the headquarters level to discuss if the Company will be offering any additional mitigation options.
- 20-1.05 Temporary Employees at the Affected Base will be released prior to laying off Employees at the same Affected Base.
- 20-1.06 For the purposes of mitigating staffing overages within a position at a Base, the Company reserves the right to reassign Employees to another position in inverse seniority order at their Base.
- 20-1.07 If there is a layoff of Employees, layoffs will be by position, status, and Base, assigned in inverse order of seniority, starting with the Employee with the lowest seniority in the Affected Base.

20-2 Notice of Layoff

- 20-2.01 The Company will provide at least fourteen (14) Calendar Days' notice of the layoff prior to the effective date to the affected Employees, pay in lieu of such notice, or combination thereof.
- 20-2.02 Layoff notices will be issued by the Company to the affected Employees' Company email addresses.
- 20-2.03 Employees who are subject to a layoff and who are Qualified to be placed in other position(s) and/or status(es) to avoid being laid-off, will be required to submit a response to the Company indicating their preferences for other

position(s) and/or status(es). The response must be submitted in accordance with the instructions contained within the layoff notice, including that it be submitted no later than twenty-four (24) hours from the time the Company sent it, or the Employee will be laid-off.

20-2.04 For the purposes of 20-2.03 above, elected preferences shall be awarded based on availability and by seniority.

20-2.05 Layoff notices, including conditional layoff notices, will include the following preference options, if applicable:

- (a) Elect to displace the most junior Employee in the same position, in the other status(es) at the Affected Base;
- (b) Elect to displace the most junior Employee in any position for which they are Qualified, in the same status(es), at the Affected Base;
- (c) Elect to displace the most junior Employee in any position for which they are Qualified, in the other status(es), at the Affected Base; or
- (d) Accept layoff status.

20-2.06 The notice period specified in 20-2.01 above for a layoff 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 employees of another company or agency providing services to the Company, a national emergency, a pandemic, an involuntary revocation of the Company's operating certificate(s), a grounding of a substantial number of the Company's aircraft, a reduction in the Company's operations 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.

20-3 Recall – General

20-3.01 A written notice of recall ("Notice of Recall") will be sent by the Company via email to the last email address provided by the Employee to the Company. The email shall be clearly marked as "Notice of Recall" on the subject line of the email. The Employee shall be deemed to have received the Notice of Recall on the date the Company sends the email to the Employee.

20-3.02 An Employee 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. Employees who do not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the last email address on file and will not be entitled to preference in recall if they do not comply with this requirement.

- 20-3.03 If an Employee is recalled to their Affected Base, they may defer a Notice of Recall once and continue on layoff status provided there are more junior Employees at their Affected Base in the same position who remain on layoff. Upon the next notice of recall, the Employee must accept the recall to their Affected Base, or they will be deemed to have resigned from their employment with the Company.
- 20-3.04 Employees shall continue to accrue seniority during any layoff periods. Company service shall not accrue for any vacation entitlements, sick leave entitlements, or pay progression purposes during the layoff period.
- 20-3.05 Recall rights will terminate three (3) years from the first day of an Employee's layoff.

20-4 Recall – Layoff

- 20-4.01 Recall of Employees who were subject to a layoff will be by position, status, and Base, awarded in order of seniority, starting with the Employee with the greatest seniority in that position at the Affected Base.
- 20-4.02 An Employee who is recalled to employment from a layoff will have seventy-two (72) hours, calculated from the time 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. The Company will provide the Union with a list of Employees who have not responded within twenty-four (24) hours of the time the Notice of Recall was sent. An Employee who does not respond to the Company in writing within this timeline will be deemed to have declined the Notice of Recall and resigned from their employment with the Company.
- 20-4.03 If an Employee accepts a Notice of Recall to their Affected Base, the Employee must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days (or less if mutually agreed) from the date the Company sent the email with the Notice of Recall, or the Employee will be deemed to have resigned from their employment with the Company.

ARTICLE 21 – INDUSTRIAL DISPUTES AND OFF-DUTY STATUS

- 21-1.01 The purpose of this Article is to set forth the terms and conditions that will apply to Employees in the event of an industrial dispute involving any group of persons not covered by this Agreement which causes a reduction in the Company's services. Any dispute arising from the terms and conditions of this Article will be referred to the Headquarters level as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- 21-1.02 The Company may place Employees who are not required for work as a result of the industrial dispute on Off-Duty Status ("ODS").
- 21-1.03 Base seniority within each position will be the determining factor as to who will be kept on duty.
- 21-1.04 Employees may request voluntary ODS where it will avoid another Employee being placed on ODS. Employees requesting voluntary ODS will be advised if their request is granted.
- 21-1.05 The Company shall provide notice of ODS, in writing, to those Employees who are not required for work. An Employee placed on ODS will be given a minimum of twenty-four (24) hours' notice, which shall be verbal and which will be confirmed in writing to the Employee's Company email address not later than forty-eight (48) hours after commencement of ODS.
- 21-1.06 As soon as possible after implementing the provisions of this Article, the Company will produce and issue a letter to each Employee on ODS. This letter will include a reminder that Employees may be eligible for Employment Insurance benefits. If a Record of Employment is generated for an Employee as a result of being placed on ODS, the Company will indicate that it is due to "Shortage of Work". This letter will also outline the effects of being placed on ODS on the Employee's Company benefits, which effects will be in accordance with the terms and conditions of the Company's benefits plans.
- 21-1.07 An Employee whom the Company is unable to verbally contact to advise of ODS will be placed on ODS and the written notice provided for in 21-1.05 above will be sent to the Employee's Company email address.
- 21-1.08 An Employee, who is out of the Base and unable to travel as a result of the industrial dispute, will not be disciplined if they cannot report to their Base for work as scheduled. This is provided the Employee has informed the Manager Development and Performance (DPM), or designate, of such

inability to report. Such Employee will be placed on ODS until they are able to return to work in accordance with 21-1.09 below.

- 21-1.09 An Employee placed on ODS pursuant to 21-1.02 above must maintain regular communication with the Manager Development and Performance (DPM), or designate, of their efforts to return to their Base. Such an Employee will be returned to work within forty-eight (48) hours of the Employee notifying the Manager Development and Performance (DPM), or designate, of their return to their Base, provided their seniority is sufficient to retain a work assignment.
- 21-1.10 The Company will advise Employees who are not on ODS at least twenty-four (24) hours in advance of any alteration to their schedule as a result of the industrial dispute. Where possible, the Company will honour original scheduled days on/off and start times. Such notice may be verbal or written and will be provided as soon as possible.
- 21-1.11 An Employee kept on duty may be required to work at another location within close proximity to the Base; however, such assignments will be in inverse order of seniority providing the remaining Employees are capable of performing the tasks/duties required.
- 21-1.12 In the event that operations are rescheduled in or out of another airport in Canada, full time and/or part time Employees may be required to report to the other airport or travel with passengers rerouted to the other airport. Volunteers will first be solicited, and selection shall be in order of seniority. Eligible expenses will be paid in accordance with Company regulations.
- 21-1.13 An Employee on vacation will continue on vacation and will be placed on ODS, if applicable under 21-1.02 above, upon the date of their scheduled return from vacation. An Employee kept on duty or an Employee placed on ODS will commence vacation as scheduled.
- 21-1.14 Company service will continue to accrue for the first fourteen (14) days of any ODS. Prior to any action by the Company relative to service accrual beyond fourteen (14) days, discussions will be held at the Headquarters level between the Company and the Union.
- 21-1.15 Notification of return to duty shall be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty. The Company will return Employees from ODS in seniority order and make efforts to schedule such Employees in accordance with their originally bid schedule.

21-1.16 An Employee will be allowed a minimum of twenty-four (24) hours from the time of notification to return to duty. This requirement may be waived with the consent of the Company and the Employee.

ARTICLE 22 – BASE CLOSURE

- 22-1.01 In the event the Company closes a Base, it is recognized that the provisions of [Article 20 – Layoff and Recall](#) may not adequately deal with the impact on the Employees affected. Therefore, it is agreed that if the Company announces a Base closure, this Article shall apply.
- 22-1.02 The Company shall provide notice to the Union prior to closing a Base and shall meet the Union for the purpose of minimizing the effect on Employees.
- 22-1.03 Notwithstanding the provisions of 22-1.01 and 22-1.02 above, Employees who are subject to Base closure shall have the option of:
- (a) Terminating their employment with the Company;
 - (b) Voluntarily relocating to another Base by displacing a junior Employee at that Base; or
 - (c) Voluntarily relocating to another Base by accepting an offer from the Company for a vacant Position at that Base.
- 22-1.04 Employees electing to terminate employment in accordance with 22-1.03(a) above will be entitled to select and receive one of the following severance options:

Option One:

Receive severance of one (1) week of pay for each completed year of continuous employment with the Company, at the Employee's regular rate of pay based on their average weekly hours worked over the previous fifty-two (52) week period at time of termination, to a maximum of twelve (12) weeks' pay, which payments shall be less applicable deductions. If the Employee has less than one (1) completed year of continuous employment, the severance payment shall be equal to one (1) week of pay at their regular rate of pay.

Option Two:

Receive severance of two (2) days' of pay for each completed year of continuous employment with the Company, at the Employee's regular rate of pay based on their average weekly hours worked over the previous fifty-two (52) week period at time of termination, to a maximum of twelve (12) weeks' pay, which payments shall be less applicable deductions. If the Employee has less than one (1) completed year of continuous employment, the severance payment shall be equal to one (1) week of pay at their regular rate of pay.

The Employee will also receive one (1) year of Company standby travel privileges pursuant to the Company's Travel Privileges Policy for the Employee, their designated travel companion, and their eligible dependents for each completed year of continuous employment the Employee has with the Company as of their effective termination date.

- 22-1.05 For the purposes of 1.04 above, if an Employee is eligible to retire under the Company's Travel Privileges Policy, they will be eligible to receive Option One, along with retirement travel privileges in accordance with the Travel Privileges Policy.
- 22-1.06 The use of Company travel privileges by an Employee selecting Option Two above, or by their eligible dependents or designated travel companion, shall be governed by and must be in compliance with the Company's Travel Privileges Policy.
- 22-1.07 An Employee, whose employment with the Company is terminated as a result of a Base closure, 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 22-1.04 above.
- 22-1.08 For the purposes of the voluntary relocation option set out in 22-1.03(b) above, the process for implementing the cross-Base displacement will use the same preference ranking system as is set out in 20-2.05 of [Article 20 – Layoff and Recall](#), with the exception that the Employee will not have the option of remaining on layoff.
- 22-1.09 As the Parties have already negotiated how the implementation of a Base closure during the term of this Agreement will be handled, Sections 214 to 226 of the *Canada Labour Code* shall not apply to the Parties in the event of a Base closure, or to the termination of Employees' employment as a result of the Base closure, during the term of this Agreement.

ARTICLE 23 – COLLECTIVE AGREEMENT AMENDMENTS

- 23-1.01 Any amendments to this Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.
- 23-1.02 This Agreement shall supersede all representations including but not limited to, past practices, base-specific practices, previous agreements, side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of this Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement. This Article 23-1.02 will only apply to the first collective agreement.
- 23-1.03 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 Designated Union Representative at the Headquarters level and the Director, Labour Relations or designate for the Company.
- 23-1.04 Should the authorized signatories in 23-1.03 above change, the other Party shall be provided with written confirmation of such change as soon as practicable.

ARTICLE 24 – COPIES OF THE AGREEMENT

- 24-1.01 The Company and the Union desire that all Employees and all levels of management affected by this first Agreement be familiar with the provisions herein. For this reason, all Employees in the bargaining unit at the time of ratification of this first Agreement and all levels of management concerned shall be given a copy of the first Agreement.
- 24-1.02 In addition to the copies printed for Employees in 24-1.01 above, there shall be one hundred and fifty (150) additional copies printed for each Base.
- 24-1.03 An electronic copy of this Agreement will be made available on the Company's intranet.
- 24-1.04 As soon as practical following ratification of this first Agreement, the Company and the Union will agree to a final draft of this Agreement prior to printing. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing for Employees will be shared equally between the Company and the Union.

ARTICLE 25 – BULLETIN BOARDS

- 25-1.01 The Company agrees to install Union-designated bulletin boards in each Base to post notices and related Union material. The bulletin boards must be posted in areas easily accessible to Employees. Posted notices and related Union material shall not contain anything of a defamatory or personal nature against the Company or its representatives.

ARTICLE 26 – UNION-MANAGEMENT MEETINGS

26-1 General

- 26-1.01 It is recognized that meetings between the Company and the Union are essential to the maintenance of good Union-Management relations and the establishment of mutual confidence and trust. It is understood that issues and concerns should be raised by Employees or the Union to management at the appropriate level in a timely manner prior to them being raised at the meetings described in this Article. Union-Management meetings will be established to promote better communications, mutual respect, and understanding between the Company and its Employees and to discuss potential ways and means of improving the workplace, operating efficiency, maintenance of good morale, and to provide the opportunity, where appropriate, for advance discussion of other changes affecting the work or working conditions of employees. Meetings will not be used to discuss matters which are subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining.

26-2 Headquarters Level - Union-Management Meetings

- 26-2.01 The Parties agree that there will be Union-Management meetings at the Headquarters level consisting of representatives from the Company and up to six (6) designated representatives from the Union, and one (1) of which shall be the Local Union President or designate. Staff Representative(s) of the Union may also attend such meetings.
- 26-2.02 Meetings will be held bi-annually, or as mutually agreed, and each Party shall submit to the other a written agenda and list of participants at least seven (7) Calendar Days before the upcoming meeting.

26-3 Local Level – Union-Management Meetings

- 26-3.01 The Parties agree that there will be local Union-Management meetings at each Base consisting of representatives from the Company and up to two (2) designated representatives from the Union at the local level.
- 26-3.02 Meetings will be held quarterly, or as mutually agreed, and each Party shall submit to the other a written agenda and list of participants at least seven (7) Calendar Days before the upcoming meeting.

26-4 Union Time Release for Committees

26-4.01 All Union time release for committee work will be provided in accordance with [Article 28 – Union Release Time](#).

ARTICLE 27 – TECHNOLOGICAL CHANGE

- 27-1.01 The intent and purpose of the following Article is to ensure that ample consideration is given to the effect technological change will have upon the job security and conditions of employment of Employees as well as the continuing effectiveness of the Company.
- 27-1.02 Technological change means the introduction of equipment, material, or technology into the business which:
- (a) Is different in nature or type from that previously utilized;
 - (b) Changes the manner in which the Company's work is carried out; and
 - (c) Will likely affect the terms and conditions or security of employment of a significant number of Employees.
- 27-1.03 The Company will discuss any Technological Change initiatives at a Union Management headquarters meeting, but in any case, will provide notice in writing no less than one hundred and sixty (160) Calendar Days prior to the first date upon which the Technological Change will be introduced or implemented.
- 27-1.04 Any notice provided to the Union pursuant to 27-1.03 above will include at minimum the information listed below. This information will be provided to the Union to ensure a full discussion may be had between the Parties as to how the Technological Change may be implemented while minimizing disruption and maximizing the benefits for the Company and the Employees.
- (a) The nature of the Technological Change;
 - (b) The date on which the Company proposes to effect the Technological Change;
 - (c) The approximate number and type of Employees likely to be affected by the Technological Change;
 - (d) The effect that the Technological Change is likely to have on the terms and conditions or security of employment of the Employees affected; and
 - (e) Such other information as required under the *Canada Labour Code*.
- 27-1.05 The Company will seek to mitigate the need for involuntary Employee staff reductions due to the Technological Change by utilizing voluntary separation

packages, as described in 27-1.06 below. Where possible, the Company will also make reasonable opportunities for re-training and/or skills upgrading for the purposes of filling vacancies in accordance with the terms and conditions of this Agreement.

- 27-1.06 For the purposes of 27-1.05 above, voluntary separation packages (“VSP”) will be offered to affected Employees at the Base in order of seniority (the most senior Employees will be awarded VSPs first). VSPs will consist of two (2) weeks of pay per year of continuous Company service at the Employee’s regular rate of pay based on their average weekly hours worked over the previous fifty-two (52) week period at the time of termination to a maximum of four (4) months’ pay, which payments shall be less applicable deductions.
- 27-1.07 Employees who apply for and are awarded a VSP pursuant to 27-1.06 above shall be deemed to have resigned from their employment with the Company. Such Employees will be entitled to access Retiree Travel Privileges, in accordance with the Company’s Travel Privileges Policy, if they are eligible to retire pursuant to that policy as of the effective date of their awarded VSP. The Union and the Company will meet at the headquarters level to discuss implementation.
- 27-1.08 As the Parties have already negotiated how the implementation of a Technological Change during the term of this Agreement will be handled, Sections 52, 54, and 55 of the *Canada Labour Code* do not apply to the Parties during the term of this Agreement.

ARTICLE 28 – UNION RELEASE TIME

28-1 General

- 28-1.01 The Union shall notify the Company in writing of all Employees elected to fill a position in the Union and designated representative(s) on any committee. The notification shall include the term of these positions.
- 28-1.02 The Company shall compensate an Employee identified in 28-1.01 above for Union release and the Union will reimburse the Company for such costs except in those cases as specified in [28-3 – Union Time Bank](#) below.

28-2 Request For Time Off Process

- 28-2.01 The designated Union representative will submit electronic requests for Union leave to the Senior Manager, Station Support and Labour Relations or their designates.
- 28-2.02 The Union will provide the Senior Manager, Station Support, and Labour Relations, or their designates, with requested release by two (2) weeks prior to the schedule release date for the relevant scheduling period with specifics on the release required (who, which base, what dates, number of hours, etc.). For schedules longer than six (6) weeks, the Union will request the time off twenty-eight (28) days in advance. The Company will assess its staffing needs for the period(s) requested, and if the Company has sufficient staffing for the requested period(s), it will approve the time off and place an absence code on each employee's days of Union business.
- 28-2.03 Employees in training will not be released for Union leave.
- 28-2.04 The Company may cancel time off for Union leave up to twenty-four (24) hours in advance for operational needs. Should a cancellation be necessary, the Company will notify the Union representative as soon as it is aware of the potential conflict.
- 28-2.05 The Company acknowledges that the process described in 28-2.02 above is intended for work release that is known in advance; there may be *ad hoc* requests for work release that arises on a monthly basis.
- 28-2.06 An Employee who is granted union release from a shift, or portion thereof, shall be compensated by the Company, as if they had worked the originally scheduled shift.

- 28-2.07 An Employee who is granted release according to this Article shall be treated as an Active Employee and will continue to retain and accrue seniority and service for pay progression purposes, sick leave, vacation, and statutory holiday entitlements. The Employee shall retain travel privileges and benefits in accordance with the Company Travel Privileges Policy and the Company's benefit plans, and shall remain eligible to participate in such other compensation programs offered by the Company to Active Employees in accordance with the terms and conditions of those programs.
- 28-2.08 If it becomes necessary, at the request of an Employee, for a designated Union representative or steward to attend a grievance or investigation meeting with the Company, or a meeting approved by the Company, the designated Union representative or their designate shall provide the Company with a request via email for release as soon as possible.

28-3 Union Time Bank

- 28-3.01 The Company will allocate a bank of three thousand (3000) Company paid hours on January 1 of each year. Any Union release in excess of three thousand (3000) hours shall be reimbursed to the Company in accordance with 28-6 below. The balance of unused hours on December 31st shall be carried over to the following year for the duration of this Agreement. The Union shall advise the Company when Union release is to be deducted from this bank at the time it is requested.
- 28-3.02 Union time bank hours in 28-3.01 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 Union release for designated Union representatives while participating in recognized Union activities including but not limited to: Union conventions, executive meetings, Union committees not referenced in this Agreement, meetings to discuss internal Union business, Union workshops, conventions, mediation, and arbitration.

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

28-4 Release for Contract Negotiations and Ratification

- 28-4.01 The Company shall permit release of up to eight (8) bargaining committee representatives for reasonable preparation time, negotiations, ratification, and implementation. The Union shall notify the Company of the names and dates of release for the up to eight (8) bargaining committee representatives required for each scheduling period through the process provided in 28-2 -

Request for Time Off Process above, provided that Employees released in accordance with this paragraph shall not exceed three (3) Employees in any Base. The Union may request the release of one (1) additional Employee to function as a subject matter expert at negotiations on a temporary basis. Such requests will not be unreasonably denied by the Company.

28-5 Airport Work

- 28-5.01 Employees released in accordance with [28-2 Request for Time Off Process](#) above shall have the ability to pick up shifts during the scheduling period.
- 28-5.02 The Company shall pay Employees directly for such picked up work and shall not invoice the Union. The Employee shall assume sole responsibility for duty and rest periods when picking up work.

28-6 Reimbursement to The Company

- 28-6.01 The Company shall provide the Union with a detailed invoice of each scheduling period's release time no later than forty-five (45) Calendar Days following the end of the scheduling period in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:
- (a) The name(s) of the Employee(s);
 - (b) The date(s) such Employee(s) are on Union release;
 - (c) The number of hours paid to the Employee(s) while on release;
 - (d) The Employee's hourly rate(s); and,
 - (e) The amount to be reimbursed to the Company.
- 28-6.02 The Union shall reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred for union release. This invoice shall include a thirty four percent (34%) premium to cover benefits and administrative expenses.

28-7 Unpaid Leave of Absence Union Business

- 28-7.01 Employees who have been elected or appointed to carry out business authorized by the Union outside of the bargaining unit on a fulltime basis shall be granted an unpaid Leave of Absence for up to two (2) years for this purpose. The Union will advise the Company of the name(s) of such Employee(s), the term of such leave, and the specific purpose. The Union shall repay the Company for the Company's costs incurred in Employee Benefit Plans and the Employee(s) shall continue to pay their contributions directly to the Company. An Employee on an unpaid leave of absence Union business under this Article shall maintain travel privileges in accordance with

the Company Travel Privileges Policy. Employees shall continue to accrue seniority and service while on leave of absence.

- 28-7.02 A leave under 28-7 Unpaid Leave of Absence Union Business will be subject to the provisions and limitations under [Article 12 – Leaves of Absence](#) 12-1.03, 12-1.04, 12-1.06 and 12-1.08.

28-8 Travel Costs

- 28-8.01 When a Union Representative is required to travel for special meetings requested by the Company, they shall be entitled to free positive space travel as per the Business Travel - Positive Space Policy between the Union Representative's base and the location of the meeting. For clarity, such meetings shall not include any regular or reoccurring meetings outlined in this Agreement.
- 28-8.02 When a Union Representative is travelling for a scheduled meeting with the Company, or a Union executive meeting, they shall be eligible to use standby travel privileges in accordance with the Company Travel Privileges Policy.

ARTICLE 29 – HEALTH AND SAFETY

29-1 Health and Safety

- 29-1.01 It is the responsibility of all Company personnel and Employees to ensure and promote the continued health and safety of the Employees. In addition, each Employee as well as each Union representative has an obligation to bring any situation which, in their opinion, represents a hazard to the health and safety of the Employees to the attention of the Company.

29-2 Work Place Health and Safety Committees

- 29-2.01 A joint Work Place Health and Safety Committee shall be established for each Base, which will include employer representatives and three (3) Employee representatives appointed by the Union. This Committee shall perform duties outlined in Part II of the *Canada Labour Code*.
- 29-2.02 The Work Place Health and Safety Committee shall meet in accordance with the *Canada Labour Code*.
- 29-2.03 Employees appointed to the Work Place Health and Safety Committee shall each be provided up to eight (8) hours of paid release time per month to perform all of their duties on the Work Place Health and Safety Committee.
- 29-2.04 The Work Place Health and Safety Committee shall have two (2) chairpersons selected from among the committee members. One (1) of the chairpersons shall be selected by the Employee members and the other shall be selected by the Company members.
- 29-2.05 The Work Place Health and Safety Committee in respect of each Base for which it is established:
- a) Shall consider and expeditiously dispose of complaints relating to the health and safety of employees at the work place;
 - b) Shall participate in the implementation, and monitoring of the program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters;
 - c) Where the program referred to in 29-2.05 (b) above does not cover certain hazards unique to the work place, shall participate in the development, implementation, and monitoring of a program for the prevention of those hazards that also provides for the education of employees in the work

place in health and safety matters related to those hazards;

- d) Shall participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of employees in the work place, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- e) Shall participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- f) Shall ensure that adequate records are maintained on work accidents, injuries, and health hazards relating to the health and safety of employees in the work place and regularly monitor data relating to those accidents, injuries, and hazards;
- g) Shall cooperate with the Head of Compliance and Enforcement, or their designate, appointed by the federal Minister of Labour;
- h) Shall participate in the implementation of changes that might affect occupational health and safety, including work processes and procedures;
- i) Shall assist the Company in investigating and assessing the exposure of employees in the work place to hazardous substances; and
- j) Shall inspect each month all or part of the work place, so that every part of the work place is inspected at least once each year.

29-3 Policy Health And Safety Committee

- 29-3.01 The Company shall establish a Policy Health and Safety Committee, which will include employer representatives and one (1) Employee appointed by the Union. This Committee shall perform duties outlined in Part II of the *Canada Labour Code*.
- 29-3.02 The Employee appointed to the Policy Health and Safety Committee shall be provided with thirty-two (32) hours of paid release per year to perform all their duties on the Policy Health and Safety Committee.
- 29-3.03 The Policy Health and Safety Committee shall meet in accordance with the *Canada Labour Code*.

29-4 Health And Safety Training

- 29-4.01 Employees on the Workplace Health and Safety Committee will be released, in accordance with [Article 28 – Union Release Time](#), to attend the Union’s one (1) day health and safety training in addition to the Company’s one (1) day health and safety training.

29-5 Working Alone

- 29-5.01 The Company will, for any Employee working alone between 2100 and 0600, provide communication system consisting of:
- (a) Monitored radio communication responding to Employees on what assistance will be immediately provided.
 - (b) Telephone communication; or
 - (c) Regular contact by a Company designate at appropriate intervals.
- 29-5.02 The Company shall communicate the option of requesting oversight from the airport commissionaires/security personnel.

29-6 Mental Health Support Including Post-Critical Incident And Aviation Accident

- 29-6.01 The Company and Union acknowledge that Employees may experience incidents during the course of their duties that may have an adverse psychological effect on them. The Company, in consultation with the Work Place Health and Safety Committee, shall participate in the implementation, promotion and monitoring of the programs to support Employees who may experience such incidents.

29-7 Safety Training

- 29-7.01 The Company will provide safety training modules to Employees.

ARTICLE 30 – RESPECTFUL WORKPLACE

- 30-1.01 The Company, the Union, and the Employees all have an obligation to create and maintain a respectful workplace, free of discrimination, violence, and harassment, in accordance with the provisions of the *Canadian Human Rights Act*, the *Canada Labour Code*, and all applicable *Regulations* thereunder.
- 30-1.02 The Company, the Union, and the Employees 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, or a conviction for an offence for which a pardon has been granted or a record suspended.
- 30-1.03 Employees should report any occurrences of discrimination, violence, or harassment to the Company in accordance with its policies.

ARTICLE 31 – DOMESTIC VIOLENCE

- 31-1.01 The Company agrees to recognize that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. An Employee who reports they are in an abusive or violent situation will not be subjected to discipline without giving full consideration to the facts in the case of each Employee and the circumstances surrounding the incident otherwise supportive of discipline. The Company reserves the right to obtain a confirmation of the situation of abuse or violence from a recognized professional e.g., registered social worker or psychologist, lawyer, law enforcement service, doctor, or other_registered medical professional).
- 31-1.02 The Union and the Company recognize that domestic violence can easily escalate into dangerous and life-threatening circumstances outside the home. This could include disruptive phone calls while on duty, harassing emails, inappropriate visits from the abuser, threats of harm to the victim's coworkers, and violence in the workplace.
- 31-1.03 Employees are encouraged to inform the Union and the Company of any concerns regarding their safety at work. The Company should be informed if a restraining order or an injunction is in place to ensure the safety of the Employee and others in the workplace.
- 31-1.04 Every Employee, who is a victim of family violence or who is the parent of a child who is a victim of family violence, is entitled to and shall be granted a leave of absence of up to ten (10) Days in every calendar year, in order to enable the Employee, in respect of such violence,
- (a) To seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
 - (b) To obtain services from an organization which provides services to victims of family violence;
 - (c) To obtain psychological or other professional counselling;
 - (d) To relocate temporarily or permanently;
 - (e) To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
 - (f) To take any measures prescribed by regulations under the *Canada Labour Code*.
- 31-1.05 If an Employee has completed three (3) consecutive months of continuous employment with the Company, the Employee will be entitled to the first five (5) Days of a leave taken under 31-1.04 above with pay at their regular rate of

wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

- 31-1.06 An Employee is not entitled to a leave of absence under 31-1.04 above with respect to any act of family violence if the Employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the Employee committed that act.
- 31-1.07 A leave of absence taken under 31-1.04 above may be taken in one (1) or more periods. The Company may require that each period of leave be of not less than one (1) Day's duration.
- 31-1.08 The Company may, in writing and no later than fifteen (15) days after an Employee's return to work, request the Employee to provide documentation to support the reasons for the leave taken under 31-1.04 above. The Employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- 31-1.09 All personal information concerning domestic violence will be kept confidential as required by applicable legislation.

ARTICLE 32 – WOMEN'S ADVOCATE

- 32-1.01 The Company and the Union recognize that female Employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or events in the workplace. For this reason, the parties agree to recognize the role of a female member to be the Women's Advocate in each base. The Women's Advocate will meet with female members as required, to discuss problems with them and refer them to the appropriate community agency or Company representative when necessary.
- 32-1.02 Each Women's Advocate will be designated, by joint agreement between the Company and the Union, from within the female members of the bargaining unit that are recommended by the Union, and based upon the candidates' qualifications, experience, and aptitudes. The Company will designate a senior female manager to act as a liaison for the Advocate.
- 32-1.03 The Company agrees to provide the Women's Advocate with release time in accordance with [Article 28 – Union Release Time](#) to perform her duties.
- 32-1.04 The Company agrees to provide each Women's Advocate with access to a cell phone to be used exclusively for the duties of the Women's Advocate.
- 32-1.05 The Company and the Union will develop appropriate communications to inform Employees about the advocacy role of the Women's Advocate and provide the contact number for the cell phone.
- 32-1.06 Each Women's Advocate will participate in the Union's initial forty (40) hour training program and an annual three-day update training program paid for by the Company. The Company will provide one (1) day of annual training for each Women's Advocate to ensure alignment with Company policies and practices.

ARTICLE 33 – PRIVACY

- 33-1.01 The collection, use, disclosure, and retention of personal information by the Company, the Union, and Employees will be in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and other applicable legislation.

ARTICLE 34 – EMPLOYEE FAMILY ASSISTANCE PROGRAM

- 34-1.01 The Parties acknowledge that Employees may encounter personal and family challenges that may impact their health, relationships, and work performance. The Company will maintain an Employee Family Assistance Program (EFAP) to support Employees and their eligible dependents who require assistance with these matters.

ARTICLE 35 – BREASTFEEDING ACCOMODATION

- 35-1.01 Upon request, the Company shall work with breastfeeding/pumping Employees to advise them of the designated breastfeeding/pumping space and how their breaks will be managed.
- 35-1.02 Employees who require breaks for breastfeeding/pumping will be given breaks according to 35-1.03 below and will not be asked to forgo regular breaks periods or be asked to work additional time to make up for breastfeeding/pumping breaks taken.
- 35-1.03 Upon request, breastfeeding/pumping Employees will be provided with:
- One (1) thirty (30) minute paid break for breastfeeding or pumping during a four (4) to six (6) hour shift.
 - Two (2) thirty (30) minute paid breaks for breastfeeding or pumping during a shift greater than six (6) hours and up to ten (10) hours.
 - Three (3) thirty (30) minute paid breaks for breastfeeding or pumping during a shift greater than ten (10) hours.
- 35-1.04 Employees may utilize the designated breastfeeding/pumping spaces available at each Base for the purposes of 35-1.03 above. If a breastfeeding/pumping Employee identifies an issue with the designated breastfeeding/pumping space(s), the Company will work with the Employee to identify alternate arrangements and/or approach the airport authority about resolving the issue.
- 35-1.05 Individual requests for modified hours to breastfeed their child will be dealt with on a case-by-case basis with the Company designate(s). The Company will provide a copy of a modified schedule to the Union.

ARTICLE 36 – MEDICAL NOTES

- 36-1.01 The Company will reimburse fees for physician's notes in accordance with the following:
- a) The physician's note must be expressly requested by a Company designate, either verbally or in writing.
 - b) The physician's note must include the period of the Employee's absence (specific start and end date) and must confirm the Employee's inability to perform their duties during the period of the absence.
 - c) In addition to the physician's note, an official receipt from the physician or medical facility must be provided to the Company.
 - d) The maximum amount reimbursed by the Company per note shall be forty dollars (\$40).

ARTICLE 37 – SICK LEAVE

37-1 General

- 37-1.01 An Employee who is unable to report for duty due to illness or injury in accordance with 37-2 below must notify their Daily Duty Coordinator by phone no later than two (2) hours before their shift start time.

37-2 Sick Leave

- 37-2.01 Paid sick leave shall be provided to an Employee who is absent from work due to a *bona fide* illness or injury that is not covered under the provisions of workers' compensation legislation.
- 37-2.02 On January 1, 2023 only, all current Employees who were Employees in the bargaining unit on the date of ratification of this Agreement shall receive an initial allotment of paid sick leave days as follows:
- a) Full-time Employees shall each receive an initial allotment of twelve (12) days of paid sick leave.
 - b) Part-time and casual Employees shall each receive an initial allotment of ten (10) days of paid sick leave.
- 37-2.03 An Employee hired by the Company following the ratification date of this Agreement shall, upon completing thirty (30) Calendar Days of continuous employment with the Company, receive an initial allotment of three (3) days of paid sick leave.
- 37-2.04 An Employee shall accrue one (1) day of paid sick leave after completing a month of continuous employment with the Company, up to the maximums specified in 37-2.05 below.
- a) For those current Employees described in 37-2.02 above, the first day of paid sick leave accrual shall be January 1, 2024.
 - b) For a new hire Employee described in 37-2.03 above, the first day of paid sick leave accrual shall be issued to the Employee on the first Calendar Day of the first calendar month following the Employee's receipt of the initial paid sick leave day allotment specified in 37-2.03 above.
- 37-2.05 A full-time Employee shall be able to earn a maximum of twelve (12) days of paid sick leave each calendar year, including both allotted and accrued paid sick leave. A part-time or casual Employee shall be able to earn a maximum of ten (10) days of paid sick leave each calendar year, including both allotted and accrued paid sick leave.

- 37-2.06 An Employee may carry over their unused paid sick leave days to the following calendar year. The paid sick leave days that are carried over will contribute to the maximum number of paid sick leave days that may be earned by the Employee in that new calendar year as set out in 37-2.05 above.
- 37-2.07 If an Employee does not have at least three (3) days of unused paid sick leave to carry over to January 1 of a new calendar year, the Employee will be allotted up to three (3) days of paid sick leave as of that January 1 to ensure that they have at least three (3) days of paid sick leave available to them on that date. If this January 1 allotment is required, the Employee shall not accrue any additional paid sick leave days until they have completed the number of months of employment that would have been required to accrue the paid sick leave days equal to the January 1 allotment amount, after which point paid sick leave day accrual shall resume in accordance with 37-2.04 above.
- 37-2.08 Paid sick leave days may only be taken by Employees in full day increments. If an Employee utilizes paid sick leave for a portion of a shift, a full day of paid sick leave will be utilized.
- 37-2.09 An Employee utilizing their paid sick leave will be pay protected for their scheduled work hours at their rate of pay for the shift that they were absent for on paid sick leave, provided the Employee has paid sick leave available to them. If an Employee has picked-up or traded for a shift, that shift will only be pay protected at the Employee's regular rate of pay.
- 37-2.10 Sick leave pay protection shall not extend to cover any overtime not worked by the Employee.
- 37-2.11 If an Employee has no paid sick leave days remaining, any additional sick leave taken shall be without pay. An Employee must utilize their paid sick leave days before they will be permitted to take unpaid sick leave.
- 37-2.12 Only one (1) day of paid sick leave shall be deducted for any shift which spans two (2) consecutive Calendar Days.
- 37-2.13 An Employee may be required by the Company to provide a medical note to substantiate their inability to work due to illness or injury if they are absent from work on paid sick leave for a period that extends to cover five (5) or more consecutive Calendar 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 fifteen (15) Calendar Days after the date the Employee returns to work from sick leave.

37-2.14 If an Employee is no longer employed by the Company, all paid sick leave days remaining available to them shall be forfeited.

ARTICLE 38 – BENEFITS

- 38-1.01 The Company will maintain a group benefit program for full time and part time Employees, which will consist of the following types of benefit coverages:
- a) Extended Health;
 - b) Out of Country/Out of Province Emergency Travel Medical;
 - c) Dental;
 - d) Group Life;
 - e) Accidental Death and Dismemberment – Full Time Employees Only;
 - f) Short-Term Disability – Full Time Employees Only;
 - g) Long-Term Disability – Full Time Employees Only;
 - h) Critical Illness – Full Time Employees Only;
 - i) Health Spending Account; and
 - j) Personal Spending Account.
- 38-1.02 Casual Employees are not entitled to participate in the Company's group benefit program.
- 38-1.03 An Employee's participation in the group benefit program will commence on the Employee's first day of active work following their completion of the three (3) month waiting period and will be subject to the Employee meeting the eligibility requirements of the group benefit program.
- 38-1.04 For full time Employees, the Company shall pay 100% of the premiums and/or costs for the standard coverage option, as applicable, for the following benefit coverages:
- a) Extended Health;
 - b) Out of Country/Out of Province Emergency Travel Medical;
 - c) Dental;
 - d) Group Life (1x);
 - e) Accidental Death and Dismemberment (1x); and
 - f) Short-Term Disability (Taxable Option).

- 38-1.05 Full time Employees shall pay for one hundred percent (100%) of their long-term disability premiums.
- 38-1.06 For part time Employees, the Company shall pay for seventy-five percent (75%) of the premiums and/or costs for the standard coverage option, as applicable, for the following benefit coverages:
- a) Extended Health; and
 - b) Dental.
- 38-1.07 For part time Employees, the Company shall pay for one hundred percent (100%) of the premiums and/or costs for the standard coverage option, as applicable, for the following benefit coverages:
- a) Out of Country/Out of Province Emergency Travel Medical; and
 - b) Group Life (\$10,000).
- 38-1.08 Employees shall be responsible to cover any additional premiums and/or costs for coverage options available and selected beyond the premiums and/or costs that the Company shall provide payment for as outlined above in this Article.
- 38-1.09 Employees shall be required to maintain coverage for the following mandatory benefit coverages:
- a) Out of Country/Out of Province Emergency Travel Medical;
 - b) Group Life;
 - c) Accidental Death and Dismemberment – Full Time Employees Only;
 - d) Short-Term Disability – Full Time Employees Only; and
 - e) Long-Term Disability – Full Time Employees Only.
- 38-1.10 Any matter respecting an Employee's eligibility or participation in the group benefits program, or an Employee's entitlements under the group benefits program, does not constitute a difference or dispute concerning the interpretation, application, administration, or alleged violation of this Agreement.
- 38-1.11 The benefit coverage options, as existing at the time of ratification of this Agreement, shall not be reduced during the term of this Agreement without the agreement of the Union.
- 38-1.12 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 existing at the time of ratification of this Agreement, unless otherwise agreed to by the Union.

ARTICLE 39 – TRAVEL PRIVILEGES

- 39-1.01 Employees shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy.
- 39-1.02 At no time will Employees receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy.
- 39-1.03 Unless it conflicts with an Employee's objective medical restrictions or limitations, the Employee on accommodation shall not be prevented from using their travel privileges.

ARTICLE 40 – UNIFORMS

40-1 Uniform Allotment

40-1.01 Upon completion of initial training, or upon rollout of a new uniform collection each full-time, part-time or casual Employee who is required by the Company to wear a uniform shall receive:

- Any three (3) of these items: pants, skirts, or dresses
- Four (4) long or short sleeve shirts
- Belt (1)
- Any two (2) of these items: cardigan or sweatshirt (Baggage Service Agent or Guest Service Lead – Baggage only)
- Vest (1), for Employees wearing male fit collection
- Neckwear (2) with quick release
- Outer Coat (1): Topper Coat or winter parka
- Name brevet (2)

Note: Shirts are only issued with pants and skirts. The above allotment of shirts will be reduced by one (1) for each dress selected.

40-1.02 As required and upon request, the Company will provide pregnant Employees with a new maternity uniform.

40-1.03 Uniforms shall be worn and maintained according to Company standards.

40-1.04 The Union shall appoint two (2) Employees to the Company's Uniform Committee to discuss uniform issues that may arise. The Committee shall meet in advance of any planned changes and the Union shall be provided the opportunity to provide feedback on possible impact on Employees before implementing changes.

40-1.05 Employees will be allowed to wear one (1) Uniform pin on their approved Company lanyard.

40-1.06 Employees who are for the first time assigned/awarded to the position of either Customer Service Agent or Guest Service Lead after the date of ratification of this Agreement will be provided with a safety vest upon successful completion of the arrival departure training program.

40-1.07 Employees who are for the first time assigned/awarded to the position of Baggage Service Agent or Guest Service Lead – Baggage after the date of ratification of this Agreement will be provided with a safety vest upon successful completion of airside training.

- 40-1.08 For the purposes of 40-1.06 and 40-1.07 above, if an Employee has already received a safety vest from the Company they will not be eligible to receive a second one.

40-2 Uniform Replacement

- 40-2.01 On July 1, the Company shall provide a uniform credit of three hundred (\$300) to each active Employee each year.
- 40-2.02 This credit shall be used towards the purchase of Company issued uniform pieces each year. Any unused credits on June 30 each year will carry over up to a maximum of six hundred and seventy-five dollars (\$675).
- 40-2.03 In the event a new uniform is rolled out to Employees by the Company, each Employee's uniform carryover balance shall be reset to two hundred dollars (\$200) and the uniform credit allotment for the following year will be prorated based on the number of full monthly scheduling periods remaining in the current year following the issue date of the new uniform.

40-3 Uniform Maintenance Allowance

- 40-3.01 Uniform maintenance allowance of one hundred dollars (\$100.00) annually for uniformed Employees in the Guest Services Classification and Guest Service Leads Position will be paid on the first pay date in the month of February. To be eligible for this allowance, such Employees must be Active for a minimum of one hundred and eighty (180) days in the previous calendar year.

ARTICLE 41 – LOCKERS/STORAGE FACILITIES

- 41-1.01 Employees will be provided with storage space for safekeeping of personal effects. Employees may use personal locks to secure their belongings in Company-provided lockers while they are on duty.

ARTICLE 42 – INCLEMENT WEATHER

- 42-1.01 As a result of severe weather/natural disaster, the Company may, at its discretion, provide hotel rooms, meal vouchers, and/or transportation to and from an Employee's home to those Employees required by the Company to maintain the operation.

ARTICLE 43 – SPECIAL CIRCUMSTANCES

- 43-1.01 The Company may provide transportation to Employees who are required by the Company to remain at work past their scheduled release time and, as a result, have no access to public transit or other means to travel home.

ARTICLE 44 – RECURRENT MANDATORY TRAINING

- 44-1.01 The Company shall schedule each Employee time to complete any recurrent mandatory training while on shift.
- 44-1.02 In the event scheduled training is unable to be completed due to operational requirements, the Employee will, before the end of the shift, contact the Daily Duty Coordinator if they are in the Guest Service classification, or their manager if in a different classification, to have the training rescheduled to another shift. If training cannot be rescheduled by the required completion date, a request will be made to their manager to complete the training on their own time.
- 44-1.03 An Employee who is authorized to and completes required training at home will be compensated in accordance with the published completion time of the training module.
- 44-1.04 When an Employee returns from an absence of 90 days or more, the Company shall grant reasonable time at the beginning of a shift when the Employee returns to catch up on missed emails, read and signs, and any other required reading prior to working.

ARTICLE 45 – RESTRICTED AREA IDENTITY CARD

- 45-1.01 It is recognized that legislation and regulations require Employees to obtain a Restricted Area Identity Card (RAIC) to work at Airport locations. When delays in the approval of a RAIC is outside the control of the Employee, probation will continue for a period of three (3) months after the probationary period outlined in [Article 10 – Probation](#).

ARTICLE 46 – UNION DUES CHECKOFF

- 46-1.01 The Parties agree that all Employees covered by this Agreement shall pay an initiation fee and Union dues.
- 46-1.02 The Company shall deduct Union dues including, where applicable, initiation fees, on a semi-monthly basis, as a percentage of each Employee's regular wages in accordance with the Union's Constitution. Regular wages include base pay but does not include overtime pay or any other form of compensation. The initiation fee and Union dues may change from time to time per the Union's Constitution and the Company agrees to deduct the new amount(s) from Employee's regular wages after receiving forty-five (45) Calendar Days' written notice from the Union.
- 46-1.03 The amount of dues deducted from regular wages, accompanied by a statement of deductions from individuals, shall be provided by the Company to the Union not later than fifteen (15) Calendar Days following the last day of the month in which the remittance was deducted. The statement provided to the Union shall include the following:
- a) The names and employee numbers of all Active and inactive Employees;
 - b) The pay period(s) dates for the dues that are being deducted;
 - c) The amount of dues deducted for each Employee by rate of pay and by position(s) worked in the pay period(s);
 - d) The number of hours upon which the Union dues were calculated; and
 - e) Employment status for each Employee on the remittance report creation date.
- 46-1.04 The Company shall provide Employees with a T4 slip indicating the amount of Union dues deducted.
- 46-1.05 The Company shall not be responsible financially or otherwise, either to the Union or to any Employee, 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 Employee of any error and/or correction.
- 46-1.06 In the event of any action at law against the Parties 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, liabilities, or expenses suffered or sustained by it as a result of any such payroll deduction(s).

ARTICLE 47 – PAID EDUCATION LEAVE

47-1.01 The Company agrees to pay fifteen thousand dollars (\$15,000.00) annually into a special trust fund for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on September 15th of each year into a trust fund established by the Unifor National Union, starting September 15, 2022. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON M2H 0A8

47-1.02 A PEL will be granted by the Company to Employees who have been selected by the Union. The Union will provide a written request to the Company at least four (4) weeks in advance of the commencement date for the requested PEL, outlining the names of the Employee(s) and dates for the leave(s). Approval of PEL requests will be subject to operational requirements and will not be unreasonably denied by the Company. An Employee on a PEL will be compensated through the PEL trust fund described in 47-1.01 above and will continue to accrue seniority for the duration of the PEL.

47-1.03 Except for those modifications specifically set out in 47-1.02 above the terms and conditions attached to a PEL will be the same as those applicable for an unpaid personal leave of absence as described in [Article 12 – Leaves of Absence, 12-1 Unpaid Personal Leave of Absence](#).

ARTICLE 48 – WESTJET SAVINGS PLAN

- 48-1.01 Employees 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. An Employee's elected contributions pursuant to the WSP shall be limited to a maximum of twenty percent (20%) of the Employee's eligible earnings.

ARTICLE 49 – DURATION OF AGREEMENT

- 49-1.01 This Agreement shall be effective from September 1, 2022 for YYC and YVR members and June 1, 2023 for YYZ members, and shall continue in full force and effect until midnight on December 31, 2026 subject to any amendments made in accordance with [Article 23 – Collective Agreement Amendments](#).
- 49-1.02 This Agreement shall remain binding after the expiry date set out in 49-1.01 above from month to month, unless notice to bargain this Agreement is served in writing by either Party. This notice to bargain may be served within or after the four (4) calendar month period immediately preceding the expiration date of this Agreement.

Dated at Calgary the 24th day of July, 2022:

FOR THE COMPANY

Jason Begley, *Director Labour Relations*

Riccardo Simonelli, *Director Canadian Airports*

Doris Carreiro Fonseca, *Director YYC*

Alexander Hunt, *Legal Counsel*

Lori Wilkinson, *Manager Airports Planning & Effectiveness*

Virginia Swindall, *Senior Manager Labour Relations*

Colleen Tynan, *Vice-President Airports*

Amy Canton, *Labour Relations Advisor*

FOR THE UNION

Leslie Diaz

Frances Galambosy

Mark Enns

Breanne Laihow

Sandeep Sharma

Jamie Mote

Sherwin Antonio

Lindsay Landry

Karen Berry

Dated at Toronto the 28th day of April, 2023:

FOR THE COMPANY

Virginia Swindall, *Senior Manager Labour Relations*

Dave Powell, *Vice-President Airports*

Mohammad Bilal, *Senior Manager Station Support*

Alexander Hunt, *Legal Counsel*

Lori Wilkinson, *Manager Airports Planning & Effectiveness*

Amy Canton, *Labour Relations Advisor*

FOR THE UNION

Leslie Diaz

Frances Galambosy

Karen Berry

Keaton Cole

Erica Kelly

Maria-Jose Bouey

LETTER OF UNDERSTANDING (LOU) No. 1 – EXPEDITED ARBITRATION

The Parties may, upon mutual agreement, utilize an expedited arbitration process during the term of the Collective Agreement. Any such arbitration process, including the structure and procedures associated with it, must be first discussed and agreed to in writing by both Parties before it is implemented.

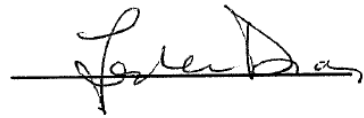
IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 1 this 25th day of October, 2021 at Vancouver, B.C.

FOR THE COMPANY

A handwritten signature in black ink, appearing to read 'Jason Begley', written over a horizontal line.

Jason Begley
Director, Labour Relations

FOR THE UNION

A handwritten signature in black ink, appearing to read 'Leslie Dias', written over a horizontal line.

Leslie Dias
Director, Airlines Sector

LETTER OF UNDERSTANDING (LOU) No. 2 – WORKING ALONE SUPPORT

Unifor will appoint two (2) temporary Employee representatives to the Work Place Health and Safety Committees (one (1) per Base) for the limited purposes of assisting those committees research and prepare recommendations to the Work Place Policy Committee, within sixty (60) Calendar Days of the ratification date of the Collective Agreement, for reasonable support options that will enhance the existing supports provided to Employees working alone at the YVR and YYC airports between the hours of 2100 and 0600.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 2 this 17th day of February, 2022 at Calgary, A.B.

FOR THE COMPANY

A handwritten signature in dark ink, appearing to read 'Bowen', is written over a horizontal line.

Adrian Bowen
Manager – OSH Services

FOR THE UNION

A handwritten signature in dark ink, appearing to read 'Leslie Dias', is written over a horizontal line.

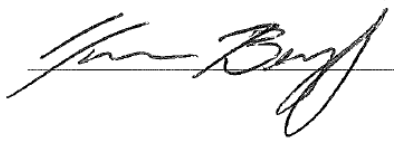
Leslie Dias
Director, Airlines Sector

LETTER OF UNDERSTANDING (LOU) No. 3 – ROUTE LANGUAGE(S)

1. During the current collective bargaining negotiations, the Parties discussed the possibility for the requirement of Route Language(s) to be implemented during the term of this Collective Agreement.
2. The Parties agree that, upon the Company providing the Union with a minimum of forty-five (45) Calendar Days' notice of the requirement and the specific routes where Route Language(s) are required at a Base, the terms and conditions set out below will take effect at that Base.
3. Employees hired after ratification of the Agreement into a Position with a required language qualification(s) shall be expected to maintain their proficiency in their required language qualification(s) as a condition of employment for a period of five (5) years. An Employee shall only be obligated to a condition of employment for up to two (2) route language(s) they were hired for. An Employee's language qualification(s) will be assessed by the Company.
4. The Company will designate bid lines and/or task assignments which require a specific language qualification. Such bid lines will not exceed twenty-five percent (25%) of the functional requirements of the flight with the identified route language, at each Base.
5. For the purposes of Paragraph 4 above, bid lines requiring a specific language qualification will be developed and bid in accordance with [Article 9 – Scheduling](#).
6. In the event the bid lines with the requirement for a specific language qualification are not filled through the bid process, those Employees hired or awarded the required language qualification will be assigned to such bid lines in inverse order of seniority during the schedule build process.
7. For the purposes of [Article 9 – Scheduling 9-8 - Shift Trades](#), the Company may, as a condition of approval for a shift trade request, require that both Employees involved in the shift trade request have the same required language qualification for the designated language required shift.
8. Employees hired into a Position with a required language qualification are restricted from applying for a transfer to another Base or for another position in the Company for a period of twenty-four (24) months from their effective date in the Position with the required language qualification.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 3 this 21st day of June, 2022 at Toronto, ON.

FOR THE COMPANY

A handwritten signature in black ink, appearing to read "Jason Begley", written over a horizontal line.

Jason Begley
Director, Labour Relations

FOR THE UNION

A handwritten signature in black ink, appearing to read "Leslie Dias", written over a horizontal line.

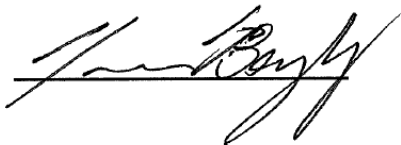
Leslie Dias
Director, Airlines Sector

LETTER OF UNDERSTANDING (LOU) No. 4 – CHARTERS AND WET LEASING

1. The Parties agree that Employees will be responsible for providing those guest service duties, as outlined in [Article 5 – Positions and Classifications](#) of the Collective Agreement, that are required by the Company for passenger charter flights and wet leases operated by the Company, as well as for those passenger flights operating out of a Base for which the Company has wet leased aircraft from another airline.
2. Notwithstanding Paragraph 1 above, the Parties agree that Employees will not be responsible for providing guest service duties for Company passenger charter flying or wet leasing in the following situations:
 - a. If the passenger charter flight or wet lease operates out of a fixed base operation;
or
 - b. If the passenger charter or wet lease client has chosen to contract or provide their own guest services.
3. Shifts for passenger charter flights and wet leases will be scheduled or assigned by the Company in accordance with the [Article 9 – Scheduling](#) of the Collective Agreement.
4. Notwithstanding Paragraph 2(a) above, the Company may choose to assign Employees to support/supplement Company passenger charter flights and wet leases operating out of a fixed base operation. The Union will be provided at least twelve (12) hours' notice before an Employee commences any work associated with fixed base operations.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 4 this 24th day of July, 2022 at Calgary, A.B.

FOR THE COMPANY



Jason Begley
Director, Labour Relations

FOR THE UNION



Leslie Dias
Director, Airlines Sector

MEMORANDUM OF AGREEMENT – WESTJET ENCORE GUEST SERVICES WORK

Between

WestJet, an Alberta Partnership

(“WestJet AP”)

-and-

WestJet Encore Ltd.

(“Encore”)

-and-

UNIFOR LOCAL 531

(the “Union”)

(Collectively, the “Parties”)

WHEREAS:

- A.** The Union is, separate from this Memorandum of Agreement (this “**MOA**”), in collective bargaining with WestJet AP for the purposes of reaching a first collective agreement.
- B.** The Parties currently hold a shared interest in having the guest service employees at the YYZ airport terminal, as represented by the Union (the “**Employees**”), provide the guest service duties for flights operated by Encore out of the YYZ airport.
- C.** The Parties understand and acknowledge that Encore will cease operations at YYZ effective April 30, 2023.

NOW THEREFORE, the Parties agree to the following:

1 Term and Coming into Effect

- 1.1** The term of this MOA shall commence on the date the Collective Agreement between WestJet AP and the Union is ratified by the majority of the Employees and it shall continue until its expiry on December 31, 2026 (the “**Term**”).
- 1.2** For further clarity, this MOA shall not take effect unless the WestJet AP Collective Agreement is ratified by a majority of the Employees.
- 1.3** This MOA shall not form a part of the WestJet AP Collective Agreement, but shall be binding on the Parties throughout its Term. The MOA shall be attached as an appendix to the WestJet AP Collective Agreement for reference purposes only.

2 WestJet Encore Work

- 2.1** The Parties agree that, for the Term of this MOA, the Employees will be responsible for providing those guest service duties, as outlined in Article 5 – Positions and Classifications of the WestJet AP Collective Agreement, that are required by Encore for those Encore flights operating out of the YYZ airport.
- 2.2** Nothing in this MOA shall be construed as requiring any minimum level of passenger flying by Encore, nor shall it prejudice the rights of Encore with respect to its provision of guest services beyond the Term.

3 Other Terms

- 3.1** Any disputes arising under this MOA shall be resolved in accordance with the process set out in the grievance and arbitration procedures contained in the WestJet AP Collective Agreement amended so as to provide notice of any grievance, referral to arbitration, and arbitration participation rights to Encore.
- 3.2** Except as specifically set out in this MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the WestJet AP Collective Agreement with the Union.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement between WestJet, an Alberta Partnership, WestJet Encore Ltd., and Unifor Local 531 this 25th day of January 2023.

For WestJet, an Alberta Partnership:

For Unifor Local 531:



Colleen Tynan
Vice President – Airports



Frances Galambosy
National Staff Representative Unifor

For WestJet Encore Ltd.:



Lisa Davis
Vice President and General Manager