

AGREEMENT
between
WESTJET ENCORE, LTD.
and
THE AIRLINE PILOTS
in the service of
WESTJET ENCORE, LTD.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL



MAY 26, 2020

15332-01

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SECTION ONE - PREAMBLE

1-1 GENERAL

1-1.01. This Collective Agreement (*hereinafter* “the Agreement”) is made and entered into by and between WestJet Encore Ltd. (*hereinafter* referred to as the “Company”) and the Pilots in the employ of the Company as represented by the Air Line Pilots Association (*hereinafter* referred to as the “Association”).

1-1.02. In making this Agreement, the parties here to recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service and harmonious labour relations. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, in the public interest, and for the intent and purpose of this Agreement. The intent of the foregoing is to set the tone for the Agreement and working relationship between the Company and the Association with the understanding that neither party will grieve this provision.

i-1- DEFINITIONS AND ABBREVIATIONS

i-1. DEFINITIONS

Active (status)

The status of being employed as a pilot by the Company and eligible to be assigned for duty.

Advancement Assessment

An assessment of a Pilot during training to determine whether continued training is warranted.

Agreement

The Collective Agreement between WestJet Encore Ltd and the Pilots in their employ, as represented by the Air Line Pilots Association, International.

Assignment

Any Pairing(s), training, Deadheading, reserve Block, or any other work assigned by the Company.

Association (ALPA)

The Air Line Pilots Association, International.

Awarded Base (Base)

A specific airport designated by the Company as per this Agreement and indicated on the Pilot Seniority List (PSL) from which a Pilot carries out scheduled flying.

Calendar Day

A Calendar Day, for purposes of the Agreement, is defined as the time period from 0000 to 2359 hours in the applicable local time zone.

Captain

Rank defining the Pilot-in-Command of an aircraft.

Check

A Check shall include: A Pilot Proficiency Check (PPC) ride, Line Oriented Flight Training (LOFT), a Line Check or any other Transport Canada mandated assessment.

Company

WestJet Encore Ltd.

Credit/Credit Hours

The unit of work that a Pilot earns for pay and scheduling purposes.

Day Off/Scheduled Day Off

A Scheduling Day between Assignments that is free of duty.

Deadhead / Positioning

Transportation of an on-duty Pilot as a passenger.

Designated Primary Residence (DPR)

The location in Canada where a Pilot resides, which may be different from the Pilot's Awarded Base.

Domicile

The Canadian city with active WestJet and WestJet Encore service that is close to the crew member's Designated Primary Residence.

Equipment / Type

A type of aircraft utilized for Company flying operations (e.g. Dash-8 Q400)
Equipment may also be referred to in this Agreement as "Type".

First Officer

Rank defining the Second-in-Command of an aircraft.

Flight Duty Period (Duty Period)

The elapsed time starting from Report Time and ending at the Release Time.

Flight Segment / Leg

Any flight between two airports.

Flight Deck Observer Seat / Flight Deck Jumpseat

The seat(s) within the flight deck that are situated behind the Captain and First Officer's seats.

Guaranteed Day Off (GDO)

A Day where work cannot be assigned which may be attached to a full week of vacation

Home-Based Training

Home-Based Training shall include any training which does not require the Pilot to physically report to a classroom or facility (e.g. any Company mandated online/distance training).

Hourly Base Rate

The pay per hour based on Position, pay step and appropriate date.

Local Nights Rest

A rest period of a minimum of nine (9) hours that takes place between 2230 and 0930 at the location of the book-off.

Minimum Monthly Guarantee (MMG)

The minimum Credit Hours a Pilot shall be paid during a Monthly Scheduling Period and adjusted as necessary, pursuant to the terms of this Agreement.

Non-Flying Activities

Non-Flying Activities are scheduling events not associated with operating aircraft including but not limited to vacation, training, and Association Flight Release.

Pairing

The activities associated with a flight or series of flights, including overnights, from the first Report Time to the last Release Time.

Pilot

A pilot employed by the Company who is a member of the bargaining unit.

Pilot Seniority List (PSL)

The PSL is the list of all pilots who are employed by WestJet Encore Ltd .

Position

A Pilot's Rank, Equipment and Awarded Base.

Preferential Standing Bid (PSB)

An official notice from a Pilot that indicates their order of preference for desired Positions.

Rank

A Pilot's assigned classification of Captain or First Officer.

Release Time

The time a Pilot is released from Duty.

Report Time

The time that a Pilot is expected to be at the gate for the first flight of their Duty Period.

Reserve Block

A series of consecutive reserve days within a Monthly Scheduling Period.

Scheduling Day / Day

A Scheduling Day, for the purposes of this Agreement, is defined as the time period from 0100 hours to 0059 hours in the time zone where the Pairing originates.

Scheduled Monthly Credit

The total credit assigned to a Pilot by the Company in a Scheduling Period at the time the schedule is released.

Seniority

The position a pilot holds on the Pilot Seniority List (PSL/WPSL).

Time Away From Base (TAFB)

The elapsed time which commences at the Pilot's first scheduled or actual Report Time of a Pairing, whichever is later, and concludes at the Release Time at the end of a Pairing.

Training Event

Any scheduled training which requires the Pilot to physically report to work.

Transition Training

Training whereby a Pilot is being qualified on a new aircraft Type/Equipment.

Upgrade

The transition from the Rank of First Officer to the Rank of Captain.

Vacancy / Vacant Position

A posted unfilled Pilot Position.

i-2. ABBREVIATIONS

ACARS - Aircraft Communication and Reporting System
ACM - Available Crew Member
ACP - Approved Check Pilot
AD&D - Accidental Death and Dismemberment Insurance
ALPA - Air Line Pilots Association
ATPL - Airline Transport Pilot License
CAME - Civil Aviation Medical Examiner
CARs - Canadian Aviation Regulations
CASC - Central Air Safety Committee
CCP - Company Check Pilot
CPA - Capacity Purchase Agreement
CVR - Cockpit Voice Recorder
DOH - Date of Hire
EFB - Electronic Flight Bag
ESPP - Employee Share Purchase Plan
FDM - Flight Data Monitoring
FDR - Flight Data Recorder
HSC - Hotel Selection Committee
JUC - Joint Uniform Committee
LEC - Local Executive Council
LOFT - Line Oriented Flight Training
LTD - Long Term Disability
MCR - Meal Cost Replacement
MDPC - Minimum Duty Period Credit
MEC - Master Executive Council
NSP - No Show Pairing
OPA - Owners Performance Award
OTP - Open Time Pairing
PDU - Personal Day Unpaid
PLOA - Personal Leave of Absence
PPC - Pilot Proficiency Check
PRP - Pilot Recovery Program
PSB - Preferential Standing Bid
RAIC - Restricted Area Identification Card
SDO - Special Day Off
SOP - Standard Operating Procedure
SRC - Scheduling Review Committee
STD - Short Term Disability
TAFB - Time Away From Base
TSB - Transportation Safety Board (Canada)

WCB - Worker's Compensation Benefit
WPDL - WestJet Pilot Department List
WPSL/PSL - Pilot Seniority List

SECTION TWO - SCOPE

2-1 FLYING

2-1.01. Except as otherwise provided for in this Agreement, all revenue and non-revenue flying, wet leasing for other airlines, positioning, ferry, maintenance test flights, publicity flights, cargo and charter flights operated by the Company shall be flown exclusively by Pilots who are subject to this Agreement, and in accordance with the terms and conditions of this Agreement.

2-1.02. Notwithstanding 2-1.01 above, the Company may use pilots employed by third party contractors to conduct ferry flights of newly acquired aircraft prior to being placed in revenue service. In addition, the Company may use such pilots to serve as initial cadre pilots to conduct training flights and test flights for the newly acquired aircraft pursuant to SECTION 13-12- TRAINING AND TRAINING PILOTS.

2-2 CORPORATE RE-ORGANIZATION

2-2.01. Subject to the application of the *Canada Labour Code*, any other statute or applicable law, this Agreement shall remain in full force and effect in the event that the Company changes ownership acquires another airline, is sold to another airline or merges with another airline.

2-3 DIVESTITURE OBLIGATIONS

2-3.01. In the event that the Company sells, leases, transfers or otherwise divests itself of its business as defined under the Successor Rights and Obligations provisions of the Canada Labour Code, the Company shall not oppose any application by the Association to secure and/or protect bargaining rights and successor rights for any Pilots affected by the sale, lease, transfer or divestiture.

2-4 CODE SHARING AND OR COMMERCIAL AGREEMENTS

2-4.01. In order to provide employment security for the Pilots, there shall be no layoffs as a direct result of the following events:

- a) Current or future Company Code Share with other air carriers.
- b) Current or future Company commercial agreements with other air carrier.

2-5 NEW CARRIERS

2-5.01. The Company shall not establish any new air carrier (alter ego or otherwise) to avoid the terms and conditions of this Agreement.

2-6 WET LEASING

2-6.01. Notwithstanding Section 2-1 above, wet leases (i.e. contracting with another airline or a company that controls an airline for the provision of an aircraft with crew) may be entered into by the Company under the circumstances listed in (a) and (b) below.

- a) To carry out flying on a temporary basis due to lack of available pilots or aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.). This provision shall not allow the Company to maintain the Company fleet and/or Pilot staff levels below those which would normally be required to maintain operational integrity (operational spares/reserve crews).
- b) The Company may enter into wet leases or charters under other circumstances for a period of up to ninety (90) days provided such wet leasing or chartering does not result in layoff or reduction in Base, Status or Equipment of WestJet Encore Pilots. The ninety (90) days may be extended to not greater than one hundred fifty (150) days in order to provide sufficient time to hire and train additional Pilots associated with the delivery of new aircraft. The Company shall advise the Association of such wet leases. The Company shall not renew, extend or enter into such leases beyond the ninety (90)/one hundred fifty (150) day periods above without mutual agreement between the Company and the Association.

2-7 MERGER INFORMATION

2-7.01. Within ten (10) Calendar Days of the Company's decision to enter into a definitive Merger Agreement, the Company shall notify the Association of the same and shall provide updates as significant information becomes available.

2-7.02. Any confidential information shared with the Association in relation to a Merger shall be shared with the Association subject to confidentiality provisions as required by the Company.

SECTION THREE - GENERAL

3-1 ASSOCIATION RECOGNITION

3-1.01. The Company recognizes the Association as the sole and exclusive bargaining agent for the Pilots employed by the Company, as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11192-U dated November 29, 2017.

3-2 MANAGEMENT RIGHTS

3-2.01. 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 work force and all the matters relating thereto. These rights, powers and authority include, but are not limited to, directing the Pilot workforce; determining the appropriate number of Pilots employed; hiring, assigning, promoting, demoting, classifying, transferring, lay-off, recall, suspending, discharging or otherwise disciplining Pilots; establishing and enforcing rules of conduct; maintaining order and efficiency; introducing new equipment; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing and controlling operations; selling all or part of its business; selling or leasing aircraft or facilities; determining when and where to operate scheduled or unscheduled flights; determining marketing arrangements with other air carriers; and investing (including equity investments) in other business entities, including other air carriers. The aforesaid rights of management shall not be exercised so as to violate or conflict with any express provision of this Agreement. In addition, the Company acknowledges that it shall exercise its management rights in a fair and reasonable manner.

3-2.02. The Association shall be advised of any changes to policies governing Pilots at least five (5) days before such policies become effective, unless the parties mutually agree to a shorter advance notification period. This five (5) Calendar Day requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.

3-3 NO DISCRIMINATION

3-3.01. No Pilot covered by this Agreement shall be discriminated against in contravention of the Canadian Human Rights Act and/or its regulations.

3-4 NO REPRISAL

3-4.01. The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either

them or their representatives because of a Pilot's participation or non-participation in the Association or its lawful activities

3-5 GENDER CONVENTION

3-5.01. For the sake of clarity and editorial efficiency, it is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. No discrimination is intended or implied.

3-6 STRIKE/LOCKOUT

3-6.01. During the term of this Agreement, the parties agree to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Association, including its directors, officers, representatives and agents, will not engage in, promote, or cause any strike or work stoppage at the Company.

3-6.02. Except as otherwise permitted by law, the Company agrees not to engage in any lockout of its Pilots.

3-7 CHANGES TO LAW OR REGULATION

3-7.01. Where a regulatory or legislative change affects a term of this Agreement, the Company will, in consultation with the Association, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Section will be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement will remain in full force and effect.

3-8 ISSUANCE OF THE AGREEMENT

3-8.01. The Company shall, no later than sixty (60) Calendar Days after this Agreement becomes effective, post the Agreement electronically to the Pilots on the Company's Pilot Team intranet site or using a similar electronic distribution method that may be implemented by the Company in the future.

3-9 AMENDMENTS TO THE AGREEMENT

3-9.01. Any amendments to the Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the parties.

3-9.02. This Agreement shall supersede all previous agreements, including but not limited to side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of the Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.

3-9.03. Any amendments to this Agreement or individual agreements on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the MEC Chairman or designee for the Association and the Vice-President Employee and Labour Relations or designee for the Company.

3-9.04. Should the authorized signatories above change, the other party shall be provided with written confirmation of such change as soon as practicable.

3-10 DATA BASE

3-10.01. The Company will provide the following information in electronic format on a monthly basis:

- a) The names of all Pilots in the employ of the Company
- b) The address and phone numbers of all Pilots
- c) The names and level of Management and Supervisory Pilots

3-11 ALPA FOLDER

3-11.01. The Company will create and maintain an ALPA folder on the ICAS tablets in each aircraft. This folder will hold this Agreement, any amendments to this Agreement and jumpseat agreements. This folder will also hold other ALPA materials and documents as mutually agreed to by the parties, including ALPA safety flashes.

3-11.02. The Company may utilize a different electronic format and/or device to provide the same information in the future.

SECTION FOUR - PAY

4-1 PAY RATES

4-1.01. Pilots Rates of pay shall be as set forth in the table below.

CA Rates	2019	2020	2021	2022	2023
1	\$79.70	\$81.29	\$82.92	\$84.58	\$86.27
2	\$81.71	\$83.34	\$85.01	\$86.71	\$88.44
3	\$84.21	\$85.89	\$87.61	\$89.36	\$91.15
4	\$86.78	\$88.52	\$90.29	\$92.10	\$93.94
5	\$89.43	\$91.22	\$93.04	\$94.90	\$96.80
6	\$93.24	\$95.10	\$97.00	\$98.94	\$100.92

FO Rates	2019	2020	2021	2022	2023
1	\$44.25	\$45.14	\$46.04	\$46.96	\$47.90
2	\$45.74	\$46.65	\$47.58	\$48.53	\$49.50
3	\$48.51	\$49.48	\$50.47	\$51.48	\$52.51
4	\$52.49	\$53.54	\$54.61	\$55.70	\$56.81
5	\$54.06	\$55.14	\$56.24	\$57.36	\$58.51
6	\$56.37	\$57.50	\$58.65	\$59.82	\$61.02

4-1.02. Progression through the Step Rates within the same Rank in 4-1.01 shall be based on years of completed active service, which includes service accrued during the leaves specified in SECTION - 18 LEAVES OF ABSENCE and in Division 7 and 13 under Part 3 of the Canada Labour Code. A Pilot upgrading from First Officer to Captain for the first time shall be paid at the Step 1 Captain Rate. A Pilot upgrading from First Officer to Captain with previous Years of Service as a Captain at the Company shall have such Years of Service as a Captain counted. All Years of Service at the Company shall count towards the Years of Service for pay as a First Officer.

4-2 GENERAL

4-2.01. Pilots shall be paid semi-monthly. Pilot pay shall consist of Regular Pay Periods and Reconciliation Pay Periods as follows;

- 1) Regular Pay Periods (paid at month end) shall include:
 - a) Primary payment of eligible salary between the 1st - 15th of the current Scheduling Period
- 2) Reconciliation Pay Periods (paid mid-month) shall include:
 - a) Remaining payment of eligible salary between the 16th through the last day of the previous Scheduling Period
 - b) Premium Pay
 - c) Monthly Straight Time/Overtime

- d) Meal Cost Replacement (MCR)
- e) Uniform Maintenance Allowance
- f) Additional Training Pay and Training Payments

4-2.02. If a pay date falls on a holiday or a Calendar Day when the banks are closed, Pilots shall be paid one (1) full banking day preceding the regular pay day.

4-2.03. Concurrent with each pay period the Company shall provide the Pilot with an electronic statement of earnings and deductions (pay stub).

4-2.04. As soon as feasible, the Company shall provide the Pilot with an electronic monthly summary of hours flown

4-3 PAY DISCREPRANCIES

4-3.01. Underpayments of three hundred dollars (\$300) or less shall be paid at the next regular pay.

4-3.02. At the Pilot's request, underpayments exceeding three hundred dollars (\$300) shall have a separate electronic pay deposit issued within three (3) business days of the pay discrepancy being confirmed. Otherwise, the underpayment shall be paid at the next regular pay.

4-3.03. Overpayments less than twenty-five hundred (\$2500) shall be recouped in three hundred (\$300) increments per pay period. Where the Pilot is terminated or resigns, the balance of the overpayment shall be deducted from their final pay cheque. Any overpayment still outstanding shall be paid to the Company by the pilot no later than thirty (30) days after the termination date.

4-3.04. For overpayments of twenty-five hundred (\$2500) or greater, the parties will meet to discuss an alternate payment plan. If the parties cannot reach a mutually agreeable payment plan, the Company reserves the right to implement a repayment plan consistent with the Canada Labour Code.

4-4 FLIGHT CREDIT CALCULATION

4-4.01. Flight Credit Hours calculated for the purposes of flight pay:

- a) The "Out Event" is the time when the L1 cabin door is closed and the emergency brake is released for the first time.
- b) The "In Event" is the time when either;
 - The emergency brake is set for the last time prior to opening the L1 door; or
 - The L1 door is opened with the emergency brake not set.

4-4.02. Flight Credit shall be credited using hours and minutes as units of measurement based on the difference between the Out and In Time.

4-5 PAIRING CREDIT RECONCILIATION

4-5.01. During Monthly Schedule construction, Credit Hours for Pairings shall be the greater of each of the values below, compared on a Duty Period basis, or the overall scheduled Time Away from Base of one (1) Credit Hour for each four (4) hours:

- a) A Minimum Duty Period Credit (MDPC) guarantee of 4.0 Credit Hours for each Duty Period; or
- b) The scheduled Flight Credit Hours for the Duty Period; or
- c) A ratio of one (1) Credit Hour for each two (2) hours of the scheduled Duty Period.

4-5.02. When determining the Credit Hours for a completed Pairing, Credit Hours for the Pairing shall be the greater of each of the values below, compared on a Duty Period basis, or the overall actual Time Away from Base of one (1) Credit Hour for each four (4) hours:

- a) A Minimum Duty Period Credit (MDPC) guarantee of 4.0 Credit Hours for each Duty Period; or
- b) The actual Flight Credit Hours for the Duty Period; or
- c) A ratio of one (1) Credit Hour for each two (2) hours of the actual Duty Period.

4-5.03. A Pilot will be paid the greater of the overall Pairing value in 4-5.01 or 4-5.02.

4-5.04. Where the completed Pairing calculation in 4-5.02 is greater, the amount of additional Credit hours paid beyond the scheduled Pairing Credit Hours in 4-5.01 shall be considered Block Growth (BG).

4-6 OVERTIME PAY

4-6.01. A Pilot shall be compensated at one point five (1.5) times their Hourly Base Rate for Credit Hours earned under the following conditions:

- a) Originally assigned/scheduled hours completed greater than eighty-five (85) Credit Hours; and
- b) Block Growth that increases the originally scheduled hours to greater than eighty-five (85) Credit Hours.

4-6.02. For the purpose of avoiding the compounding of overtime, there shall be no duplication of overtime payments for the same hours worked or overtime paid where premium payments are applied.

4-7 PREMIUM PAY

4-7.01. Premium Pay is paid to a Pilot for the specific circumstances listed below. Premium Pay is separate and distinct from Overtime pay and does not apply toward the Overtime threshold in 4-6.01 a) and b) above.

4-7.02. Premium Pay shall be paid at a rate of one point five (1.5) times the Hourly Base Rate.

4-7.03. Premium Pay is triggered when:

- a) A Duty Period that was scheduled to end before 0100 is extended due to operational reasons beyond 0300 into a scheduled Day Off, Vacation Day or GDO. A Premium payment of four (4) hours shall apply for any time worked beyond 0300;
- b) A Pilot performs Open Time (e.g. flying, simulator seat support, posted CRM fill in) on a scheduled Day Off, a Vacation Day or GDO as outlined in SECTION 6-5 COMPANY OPEN TIME FLYING. This does not apply to Pilot-to-Pilot trades.
- c) A Pilot's Pairing extends past the Pairing Release Time by greater than four (4) hours, whether voluntarily or involuntarily and premium pay will apply on the actual flight time worked beyond the extension.
- d) Following the completion of a scheduled Duty Period, a Pilot picks up posted Open Time flying in the same Duty Period. Premium pay will apply for the greater of scheduled or actual block time associated with the Open Time flying.

4-7.04. Hours earned at Premium Pay shall not contribute to Block Growth.

4-7.05. Premium payments shall not be compounded.

4-8 VACATION DAY

4-8.01. A Pilot shall be paid four (4) Credit Hours for each Vacation Day.

4-9 DEADHEAD PAY

4-9.01. A Pilot shall be paid for Deadhead(s) as follows:

- a) When a Pilot is required to Deadhead on Westjet Group of Companies, they shall be paid but not credited at fifty percent (50%) of the Scheduled or Actual Block Time of the Deadhead, whichever is greater.
- b) When a Pilot is required to Deadhead by ground transportation (e.g., automobile, van, bus, train, etc.) and travel time exceeds one (1) hour they shall be paid but not credited for fifty percent (50%) of the scheduled travel.
- c) When a Pilot is required to Deadhead on non Westjet Group of Companies-aircraft, they shall be paid but not credited at fifty percent (50%) of the Scheduled Deadhead time.

4-9.02. When a Pilot is on a Deadhead it counts as duty under 4-5 above.

4-10 INITIAL TRAINING PAY

4-10.01. A new hire Pilot who is in initial training with the Company shall be paid the Minimum Monthly Guarantee (MMG) prorated based on their start date.

4-10.02. An existing Pilot who is in initial training with the Company shall be paid the Minimum Monthly Guarantee (MMG) or their Monthly Scheduled Credit, whichever is greater.

4-11 RECURRENT TRAINING/CHECKING PAY

4-11.01. A Pilot will receive four (4) Credit Hours for each day during a recurrent training or simulator Checking Event.

4-12 TRANSITION AND/OR UPGRADE TRAINING PAY

4-12.01. The pay transition date for a Pilot who has been awarded an Upgrade or change of Equipment shall be the date the Pilot successfully completes their Line Check for the Awarded Position.

4-12.02. The pay transition date for a Pilot who has been reduced in Status shall be the Effective Date stated on the PSB bid award or the date the Pilot completes their Line Check for the Awarded Position, whichever is later.

4-12.03. A Pilot who is undergoing Transition Training or Upgrade Training (i.e., First Officer to Captain) shall be paid the Minimum Monthly Guarantee (MMG) or the Credit Hours associated with the original Scheduling Period, whichever is greater.

4-13 HOME-BASED TRAINING PAY

4-13.01. A Pilot shall receive one (1) hour of pay but no Credit at their Hourly Rate per three (3) hours of Company required Home-Based training. Home-Based Training shall include any training which does not require the Pilot to physically report to a classroom or facility (e.g., any Company online/distance training). All hours for training completed will be paid on a quarterly basis.

4-13.02. The Home-Based Training time allocated for purposes of pay in 4-13.01 above shall be determined by the Company in advance of the training.

4-13.03. The timeframes above shall be subject to an annual review between the Association and the Company.

4-14 FLIGHT INSTRUCTOR/CHECK PILOT PAY

4-14.01. Training and Checking Pilots when performing the duties outlined below shall be paid an additional Training Payment in accordance with the following schedule:

a) Ground Instructor:	\$120
b) Simulator Instructor:	\$120
c) GFS/IPT Instructor:	\$115
d) Company ACP (Simulator):	\$155
e) LOFT facilitator:	\$120
f) Line Indoctrination:	\$90
g) Line Check:	\$120

4-14.02. Internal line observations or standardization observations (e.g., LOSA) shall be paid a payment of \$115.

4-14.03. Training and Checking Pilots in 4-14.01 a) through e) above shall receive four point five (4.5) Credit Hours per Duty Period and one (1) Training Payment per Calendar Day. In the unique case of an IROP, whereby a Pilot performs an additional training session in the same Duty Period, an additional four point five (4.5) Credit Hours and Training Payment will apply.

4-14.04. When reconciling a Pairing in accordance with 4-5.02 that includes the Pilot performing a Line Indoctrination or Line Check as outlined in 4-14.01 f) and g), the following will apply:

- a) The four point five (4.5) Credit Hours Training Credit per Duty Period shall replace the MDPC outlined in Section 4-5.01 a) and Section 4-5.02 a); and
- b) All Flight Time in the Flight Deck Observer Seat (FDOS) shall be considered Flight Time for the purposes of Section 4-5.01 b) and Section 4-5.02 b).

4-14.05. Further to 4-14.01 f) and g) above, a single Training Payment shall apply when:

- a) A Line Check is completed on a Captain and First Officer at the same time from the FDOS; or
- b) A Line Check is completed while acting as an operating crew member

4-14.06. Further to 4-14.01 f) and g) above, two (2) Training Payments shall apply when a Pilot performs Line Indoctrination or Line Checks on two (2) separate crews on different flights within the same Duty Period.

4-15 TAXI PAY

4-15.01. Planned taxi-only legs shall be built as part of a Pairing.

4-15.02. Taxi-only legs shall be credited with the actual taxi time or twenty (20) minutes, whichever is greater.

4-16 FATIGUE PAY

4-16.01. When a Pilot is removed from a Duty Period due to fatigue, they will be pay protected for any consecutive Duty Period(s) directly affected by the requirement of 4-16.02 a), provided every effort was made to utilize the time free from duty to arrive at work fit to fly. This determination will be made once the circumstances of the incident have been reviewed by the Chief Pilot, Crew Management, or designate.

4-16.02. In application of 4-16.01 above, when a Pilot is removed from a Duty Period duty due to fatigue, the following will apply:

- a) they will be required to mitigate fatigue through a Local Night's Rest at the location where fatigue was identified; then,
- b) the Pilot will be assigned Open Time, as available, for the remaining length of their previously assigned Pairing as per SECTION 6-2 RETURN TO DUTY; and,
- c) the Pilot will be required to file an Incident Hazard Report (IHR) with the details of the fatigue event. The Pilot shall have a copy of their IHR forwarded to their email.

4-17 VARIABLE COMPENSATION

4-17.01 - GENERAL

4-17.01.01. For the purposes of this section, variable compensation shall include a Pilot's eligibility to participate in the compensation terms set out in the following Company plans and policies: the Employee Stock Purchase Plan November 6, 2012, Profit Share Plan May 2016 and the Owners' Performance Award Plan.

4-17.02 - EMPLOYEE STOCK PURCHASE PLAN (ESPP)

4-17.02.01. The terms and conditions of the Company's Employee Stock Purchase Plan November 6, 2012, shall continue for Pilots as they existed on December 31, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

4-17.02.02. The Company retains the right to amend the Employee Stock Purchase Plan November 6, 2012 for administrative purposes, but such amendment will not reduce Pilots' compensation entitlement pursuant to that plan, unless mutually agreed to by the parties.

4-17.02.03. The Company shall not unilaterally cancel the Employee Stock Purchase Plan November 6, 2012, except where required to do so by law or regulation.

4-17.03 - PROFIT SHARE PLAN

4-17.03.01. The terms and conditions of the Company's Profit Share Plan May 2016, shall continue for Pilots as they existed on December 31, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

4-17.03.02. The Company retains the right to amend the Profit Share Plan May 2016 for administrative purposes, but such amendment will not reduce Pilots' compensation entitlement pursuant to that plan.

4-17.03.03. The Company shall not unilaterally cancel the Profit Share Plan May 2016, except where required to do so by law or regulation.

4-17.04 - OWNERS' PERFORMANCE AWARD

4-17.04.01. The terms and conditions of the Company's Owner's Performance Plan shall continue for Pilots as they existed on December 31, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

4-17.04.02. The Company retains the right to amend the Owner's Performance Award Plan for administrative purposes, but such amendment will not reduce Pilots' compensation entitlement pursuant to that policy.

4-17.04.03. The Company shall not unilaterally cancel the Owner's Performance Award Plan, except where required to do so by law or regulation.

SECTION FIVE-SCHEDULING RULES

5-1 SCHEDULING REVIEW COMMITTEE

5-1.01. The parties agree to form a Scheduling Review Committee (hereinafter the "SRC").

5-1.02. The purpose of the Scheduling Review Committee (SRC) is to better understand current scheduling processes, identify potential improvements and make recommendations for scheduling changes.

5-1.03. The SRC shall review and respond to Pilot and Company concerns for both Crew Planning and Crew Scheduling issues. The SRC shall work collaboratively to develop recommendations regarding overall scheduling satisfaction, operational efficiency, Pairing development and fatigue.

5-1.04. The SRC shall be comprised of the Chief Pilot, or their designate, Manager, Crew Resources or their designate, Manager, Crew Scheduling or their designate, and three (3) Pilots as designated by the Association.

5-1.05. The SRC shall meet at least quarterly.

5-1.06. The Association members of the SRC shall have access to the software utilized by the Company for Pairing generation, line construction, Reserve Line construction and fatigue software in a non-operational environment. Additionally, the Company will provide Association members of the SRC read-only access to Daily Crew Tracking, including daily Open Time.

5-1.07. Recommendations and unresolved issues will be decided by the Vice President, Flight Operations or designate in consultation with the MEC Chairman, or designate.

5-2 CREW PLANNING - SCHEDULING

5-2.01. Pilots shall be assigned monthly schedules using an equity-based blocking system. Pilots may be scheduled a combination of line flying, Reserve, Pilot-related Non-Flying Activities, training, instruction and/or known absences.

5-2.02. The scheduling software measures satisfaction (achievement score) based on monthly bids and strives to maximize such scores within the Pilot group at a given Base on a rolling three (3)-month basis.

5-2.03. The Company shall not utilize a parameter in the scheduling system that equalizes days off between Pilots Schedules without the approval of the MEC chairman or their designate.

5-2.04. The Company agrees to maintain a daily record for each Pilot of Credit Hours accrued during the Schedule Period. These records shall be available to each Pilot on the real time web based system.

5-2.05. The Company shall not schedule, and the Pilot shall not be required to accept any Pairing scheduled to exceed the limits imposed by this Agreement and the current Flight and Duty Regulations, as they may be amended from time to time.

5-2.06. Except as provided elsewhere in this Agreement, once a monthly schedule Assignment has been published and therefore awarded to a Pilot, the Credit Hour level it establishes shall become guaranteed for pay purposes.

5-3 MAXIMUM DAYS PER SCHEDULING PERIOD

5-3.01. Pilots will be scheduled to a maximum of eighteen (18) days per Scheduling Period.

5-3.02. The constraints in 5-3.01, will not apply in circumstances where Pilots are required to complete their initial training or Transition Training in any Scheduling Period up to and including the month of their Pilot Proficiency Check.

5-4 MONTHLY SCHEDULING PERIODS

5-4.01. There are twelve (12) Monthly Scheduling Periods/Scheduling Periods in a year:

01-30 January

31 January - 01 March (exception: Leap Years, 31 January - 29 February)

02 March - 31 March (exception: Leap Years, 01 March - 31 March)

01 April - 30 April

01 May - 31 May

01 June - 30 June

01 July - 31 July

01 August - 31 August

01 September - 30 September

01 October - 31 October

01 November - 30 November

01 December - 31 December

5-5 SCHEDULING WINDOW

5-5.01. Pilots will be targeted to be scheduled between seventy (70) and ninety (90) Credit Hours per Scheduling Period.

5-6 ERRORS IN SCHEDULING

5-6.01. It is the responsibility of any Pilot who believes he has been blocked incorrectly to bring the error to the attention of the WestJet Encore Crew Resources department via email within five (5) Calendar Days of the monthly schedule distribution date. Pairings generated in error outside the agreed-upon blocking rules shall be reviewed by the Company.

5-6.02. If an error is discovered in a Pilot's schedule prior to or once the Scheduling Period has commenced, the party who discovers the error shall notify the other as soon as possible and both parties shall collaborate to resolve the error.

5-7 PAIRING CONSTRUCTION - PAIRING LENGTH

5-7.01. Scheduled Pairing length shall not exceed five (5) days without the mutual agreement of the Association and the Company. The number of scheduled five (5) day Pairings shall not exceed six (6%) percent of the total number of Pairings system-wide.

5-7.02. A Day for purposes of scheduling and pay reconciliation shall be the time period between 0100 and 0059 in the time zone where the Pairing originates.

5-8 TRAINING SCHEDULING

5-8.01. Pilots may be scheduled to receive their training at their Awarded Base or elsewhere.

5-8.02. For Recurrent/Upgrade Training, a Pilot will receive four (4) Credit hours for each Duty Period of simulator and ground training at their Awarded Base. In the case of training outside of the Pilot's Awarded Base, the Pilot shall receive four (4) Credit Hours for each standalone travel day that is assigned by the Company in association with the training.

5-8.03. Hotel accommodations will be provided by the Company for Training Events away from the Pilot's Awarded Base.

5-8.04. A Pilot shall not be scheduled for more than eight (8) hours of classroom instruction or familiarization training, excluding breaks and meal period per Calendar Day.

5-8.05. Duty Periods for simulator and/or aircraft training may contain required briefings. These briefings shall not exceed three (3) hours for initial or recurrent training and shall not include any other non-simulator or aircraft training.

5-8.06. Simulator training/checking events scheduled to fall between 0100 and 0430 excluding post briefings shall be governed by the following:

For simulator events at a Pilot's Awarded Base:

- a) For simulator events at a Pilot's Awarded Base:
 - i. The Pilot shall be scheduled for twenty-four (24) hours free from duty before the scheduled start of the first simulator event.
 - ii. Subsequent days will require sixteen (16) hours rest between simulator events.
 - iii. On the final day of the simulator event, a Pilot will be scheduled for thirty-two (32) hours free from duty commencing at the conclusion of the simulator event.
- b) For simulator events away from a Pilot's Awarded Base:
 - i. In the event the Deadhead to the simulator event location and the simulator event are not in the same Duty Period, the Pilot shall be scheduled for twenty-four (24) hours free from duty prior to the simulator event.
 - ii. In the event the Deadhead to the simulator event location and the simulator event are in the same Duty Period in accordance with 5-8.07 below, the Pilot shall be scheduled for twenty-four (24) hours free from duty prior to the scheduled Deadhead to the simulator event location.
 - iii. Subsequent days will require sixteen (16) hours rest between simulator events.
 - iv. Following the completion of the simulator event on the final day, the Pilot shall be granted the minimum amount of rest as per SECTION 5 -9 CREW REST - SCHEDULE PLANNING, and 5-10 CREW REST - DAY OF OPERATIONS prior to a Deadhead back to their Awarded Base. This rest can be waived for the purposes of Deadheading back to the Pilot's Awarded Base.
 - v. Upon arrival of the Deadhead outlined in 5-8.06 b), iv) above, a Pilot will be scheduled for twenty-four (24) hours free from duty.
- c) Shall not be placed into Displacement Reserve.
- d) A Pilot may waive any of the periods free from duty described in 5-8.06 above. However should a Pilot choose to pick up any Open Time flying during this period and it was not a scheduled Day off, the Pilot will be paid at straight-time.

5-8.07. A Pilot who Deadheads on the same day prior to a simulator Training Event shall have a maximum scheduled Duty Period no greater than ten (10) hours.

5-8.08. All required Training Events, including Line Checks, for the Pilots being trained shall be scheduled and communicated to the Pilots via the Company bidding system four (4) days prior to the closing of the bid for the Scheduling Period in which the training will occur.

5-8.09. If it becomes necessary for the Company to delay or cancel awarded simulator or aircraft Training Events, the Pilot may be assigned to Displacement Reserve or awarded a substitute Pairing which is mutually agreed to by the Pilot and Crew Scheduling.

5-8.10. If it becomes necessary to schedule an additional Training Event due to the Pilot not satisfactorily completing the training program or due to a failed PPC, it may be conducted on a scheduled Day Off. Pilots will be paid but not credited at straight time for this event, and the Day Off shall not be restored.

5-8.11. If a Pilot who has completed the training program satisfactorily but is required to participate in an additional Training Event on a scheduled Day Off due to their partner not completing the program, the satisfactory Pilot shall be paid at the Premium rate, and the Day Off shall not be restored.

5-8.12. If due to unforeseen circumstances, a Pilot is assigned any training, with the exception of homebased training on a scheduled Day Off, they shall be credited in accordance with SECTION 4-7 PREMIUM PAY and the Day Off shall not be restored.

5-8.13. Deadheading to or from the training location to or from the Pilot's Awarded Base shall be the only additional Duty Period required of the Pilot when training.

5-9 CREW REST- SCHEDULE PLANNING

5-9.01. The minimum planned scheduled Rest Period shall be:

- a) At the Pilot's Awarded Base: a period of twelve (12) consecutive hours;
- b) Away from the Pilot's Awarded Base: for Duty Periods up to twelve (12) hours, a minimum period of eleven (11) consecutive hours of rest. For Duty Periods exceeding twelve (12) hours, the minimum period of rest will equal or exceed the length of the preceding Duty Period.

5-10 CREW REST - DAY OF OPERATIONS

5-10.01. The minimum Rest Period shall be:

- a) At the Pilot's Awarded Base: a period of eleven (11) consecutive hours with the agreement of the Pilot, should the Company provide suitable accommodations at or near the airport.
- b) Away from the Pilot's Awarded Base: a period of eleven (11) consecutive hours to afford the Pilot ten (10) consecutive hours in a suitable accommodation. In situations where minimum rest is impacted due to circumstances beyond either parties control the Pilot will contact Crew Scheduling immediately upon arrival at the rest facility to discuss any potential impacts to the following Duty Period.

5-10.02. There may be situations where the Company may require delaying a Pilots Report Time. For the purposes of the Company delaying a Pilots Report Time, the Pilot shall receive the notification prior to leaving the suitable accommodation.

5-11 STAND-UP PAIRINGS

5-11.01. The Company shall not schedule a Pilot for a Duty Period that continuously spans the hours of 0100-0500 without legal rest during such time period except to operate a Stand-Up Pairing as follows:

- I. The maximum Duty Period shall be twelve (12) hours;
- II. The Duty Period shall contain only a maximum of four (4) segments. The fourth (4th) segment shall be a Deadheading flight only;
- III. The Pilot will be provided with no less than a four (4) hour break between segments at suitable accommodation excluding travel time;
- IV. A Pilot shall not be scheduled nor required to operate more than two (2) consecutive stand-ups;
- V. The last Flight Segment shall be scheduled to arrive at the Pilot's Awarded Base no later than 0900 local time;
- VI. Except for iv) above, once released to rest after the completion of the Stand-Up Pairing, the Pilot will not be required to report to the next Duty Period prior to 0500 the following day

5-11.02. No Pilot shall be scheduled greater than two (2) Stand Up Pairings per Scheduling Period.

5-11.03. Notwithstanding 5-11.01 above, the Company may offer Stand Up Pairings in Open Time which do not follow the limitations of i) through vi) imposed above. This Open Time maybe picked up by Pilots on a voluntary basis.

5-12 DUTY PERIOD

5-12.01. A Duty Period for the purposes of planning shall commence, and a Pilot shall be expected to report for a Duty Period at the gate prior to the scheduled departure time, in accordance with the following:

	Report Time - Domestic (minutes)	Report Time - Trans-border (minutes)	Off Duty/Release Time (minutes)
Pairing Report	45	60	15
Duty Period Commencing or Ending with Deadhead	45 (prior to DH)	45 (prior to DH)	00 (after a DH)

5-13 MAXIMUM DUTY PERIOD

5-13.01. The maximum length of a planned scheduled Duty Period released by Crew Planning, excluding Deadheading at the end of the Duty Period, shall be as follows:

Check In Time at the Beginning of the Flight Duty Period	Maximum Flight Duty Hours
24:00 to 03:59	10 hours
04:00 to 04:59	11 hours
05:00 to 05:59	12 hours
06:00 to 06:59	13 hours
07:00 to 12:59	13 hours
13:00 to 16:59	13 hours
17:00 to 21:59	13 hours
22:00 to 22:59	12 hours
23:00 to 23:59	11 hours

5-13.02. The maximum scheduled length of a Duty Period, including Deadheading, shall be no greater than fourteen (14) hours.

5-14 MINIMUM MONTHLY GUARANTEE (MMG), ADDITIONAL STRAIGHT TIME & OVERTIME

5-14.01. An Active Pilot employed for a full Scheduling Period shall be paid a Minimum Monthly Guarantee (MMG) of seventy-five (75) Credit Hours per Scheduling Period.

5-14.02. Pilots scheduled between the Minimum Monthly Guarantee (MMG) and eighty-five (85) Credit Hours shall be compensated at the Pilot's straight time Hourly Base Rate for the Credit Hours assigned in their original schedule or Credit Hours operated, whichever shall be greater.

5-14.03. Compensation for scheduled activities in excess of eighty-five (85) Credit Hours shall be paid at the overtime rate equivalent to one point five (1.5) times the Pilot's straight time Hourly Base Rate.

5-15 PUBLICATION OF SCHEDULES

5-15.01. Bids close on the 13th day of the calendar month preceding the Scheduling Period.

5-15.02. The Company shall publish the Pilot's schedule for the subsequent Scheduling Period no later than the 20th day of the calendar month preceding the Scheduling Period.

5-15.03. The Pilot's schedule shall be published and be available to the Pilot no later than 23:59 Mountain Time (MT).

5-16 BIDDING

5-16.01. A “fair share” bidding system shall be used for monthly schedule bidding and schedule generation. Bidding options shall include as a minimum:

- a) Reserve duty (either desire or avoid);
- b) Pairing check-in time;
- c) Pairing check-out time;
- d) Flight destination(s) (landings);
- e) Layover location;
- f) Pairing length;
- g) Red eye flip Pairing;
- h) AM-PM Pairings;
- i) Pairing starts with Deadhead arriving at a flight destination;
- j) Pairing ends with Deadhead departing a flight destination;
- k) Day(s) of the week avoid or request to work;
- l) Specific date off;
- m) Days off between work periods;
- n) Stand Up Pairings (desire or avoid); and
- o) Pairing Start and/or End with Deadheading Flight

Any additional bidding option(s) mutually agreed upon by the Association and the Company.

5-17 VACATION DAY

5-17.01. A Vacation Day when included in a Schedule Period shall reduce the number of days which a Pilot is obligated to perform duty on a 1:1 basis and shall contribute to the Monthly Blocking Hours for the Scheduling Period.

5-18 SPECIAL PILOT MEETINGS

5-18.01. The provisions of Section 18 apply only to those meetings that are not governed by the Collective Agreement (“Special Pilot Meeting”). For example, this article shall not apply to investigative, Grievance, performance, disciplinary or medical related meetings.

5-18.02. In the event a Pilot voluntarily attends a Special Pilot Meeting on a Day Off, they shall be paid the four (4) hours for that day. These Hours shall not apply to the Scheduling Period MMG/Overtime thresholds.

5-18.03. A Pilot may voluntarily attend a Special Pilot Meeting while on an approved Leave of Absence or Vacation and GDO.

5-18.04. If a Pilot is required to travel to attend a Special Pilot Meeting, they shall be entitled to positive space travel between the meeting location and the Pilot’s Domicile or other mutually agreed upon location.

5-18.05. In order to facilitate a Pilot's attendance at a Special Pilot Meeting, the Company and the Pilot shall work together to adjust any scheduled Pairings to allow for attendance. No additional entitlements under this Agreement shall be triggered.

SECTION SIX - HOURS OF SERVICE

6-1 PAIRING REASSIGNMENT

6-1.01. The Company may modify a Pilot's schedule when deemed operationally required provided that the Pilot is paid for the originally scheduled flying which has been removed, or the actual flying completed, whichever shall be greater.

6-1.02. The Company will contact the Pilot as soon as possible for all Pairing modifications.

6-1.03. In the event of a Pairing reassignment initiated by the Company, the following shall occur:

- i) An attempt will be made to reposition the Pilot back onto his originally scheduled Pairing or any part thereof if operationally feasible;
- ii) An alternate Assignment may be provided with a Pairing Report Time no earlier than that of the Pilot's scheduled Pairing and with a Pairing Release Time not exceeding four (4) hours past the end of the Pilot's scheduled Pairing, unless otherwise mutually agreed between the Pilot and the Company; or
- iii) The Pilot will be placed on Displacement Reserve as per SECTION 7 -10 DISPLACEMENT RESERVE.

6-1.04. At times the Company may need to modify the Pilot's schedule before contact has been established. The Pilot will be notified of the modification as soon as practicable and the modification shall not be considered as confirmed until the Pilot acknowledges receipt of the modified Pairing information.

6-2 RETURN TO DUTY

6-2.01. In the event a Pilot returns from an approved absence and has been previously awarded a schedule, the Company may at its discretion assign the Pilot to one of the following:

- i) An Assignment with a Report Time no earlier than that of the scheduled Pairing, and a Release Time on the final day not to exceed four (4) hours past the scheduled Pairing Release Time unless mutually agreed between the Pilot and the Company; or
- ii) Displacement Reserve as per SECTION 7 -10 DISPLACEMENT RESERVE.

6-2.02. In the event a Pilot returns from an extended approved absence and does not have a monthly schedule, the Company shall assign the Pilot a schedule. The Company will endeavor to consult with the Pilot prior to assigning the schedule; however, the final schedule shall be at the sole discretion of the Company. The Pilot's Minimum

Monthly Guarantee or prorated portion thereof will be determined based on their return date.

6-2.03. If the total number of Scheduled Days of Reserve is above the limit set forth in SECTION 7-1 RESERVE SCHEDULE CONSTRUCTION, the Pilot may request and Crew Scheduling shall grant those days of Reserve above the limit to be held at their Domicile.

PRORATION TABLE - PLANNED ABSENCES IN A 30 DAY MONTH

DAYS ABSENCE	OF	MAXIMUM WORK DAYS	MAXIMUM OFF	DAYS	MMG TARGET
0		18	12		75
1		17	12		72.5
2		17	11		70
3		16	11		67.5
4		16	10		65
5		15	10		62.5
6		14	10		60
7		14	9		57.5
8		13	9		55
9		13	8		52.5
10		12	8		50
11		11	8		47.5
12		11	7		45
13		10	7		42.5
14		10	6		40
15		9	6		37.5
16		8	6		35
17		8	5		32.5
18		7	5		30
19		7	4		27.5
20		6	4		25
21		5	4		22.5
22		5	3		20
23		4	3		17.5
24		4	2		15
25		3	2		12.5
26		2	2		10
27		2	1		7.5
28		1	1		5
29		1	0		2.5
30		0	0		0

PRORATION TABLE - PLANNED ABSENCES IN A 31 DAY MONTH

DAYS OF ABSENCE	MAXIMUM WORK DAYS	MAXIMUM OFF DAYS	MMG TARGET
0	18	13	75
1	18	12	75
2	17	12	72.5
3	17	11	70
4	16	11	67.5
5	16	10	65
6	15	10	62.5
7	14	10	60
8	14	9	57.5
9	13	9	55
10	13	8	52.5
11	12	8	50
12	11	8	47.5
13	11	7	45
14	10	7	42.5
15	10	6	40
16	9	6	37.5
17	8	6	35
18	8	5	32.5
19	7	5	30
20	7	4	27.5
21	6	4	25
22	5	4	22.5
23	5	3	20
24	4	3	17.5
25	4	2	15
26	3	2	12.5
27	2	2	10
28	2	1	7.5
29	1	1	5
30	1	0	2.5
31	0	0	0

6-3 COMPANY PAIRING EXTENSION

6-3.01. The maximum extension to a Pilot's Duty Period will be as per the Canadian Aviation Regulations.

6-3.02. Notwithstanding 6-3.01 above, on the last day of a Pairing a Pilot may have their Duty Period extended by the Company by no more than four (4) hours following the Pairing Release Time.

6-3.03. The Company may request that a Pilot's Duty Period on the last day of the Pairing be extended by greater than four (4) hours following the Pairing Release Time; however, acceptance shall be voluntary.

6-3.04. The Company may request a Pilot to commence a Pairing prior to their originally scheduled Report Time; however, acceptance shall be voluntary.

6-4 COLD CALLING

6-4.01. The Company may contact off-duty Pilots by telephone to request assistance. If a Pilot does not answer the phone, a message will be left. If a Pilot does not wish to be contacted, the Pilot is to list themselves as "Not Available" with the Company to eliminate unnecessary calls.

6-4.02. Pilots who are listed as on Vacation or not available shall not be cold called, however this shall not prevent a Pilot from contacting the Company to list themselves as available while on Vacation.

6-5 COMPANY OPEN TIME FLYING

6-5.01. Open Time is flying that becomes available after the Monthly Schedule has been released. Posted Open Time is Open Time that is released by the Company and is assigned and/or awarded at straight time or premium rates as applicable in accordance with this Agreement.

6-5.02. Open Time flying shall be assigned by Crew Scheduling using the following ordered priority;

Timeline	Order of Filling Open Time Assignments
Greater than 48 hours from Pairing check-in	<ol style="list-style-type: none"> 1. Pilots Returning to duty from an unpaid or paid absence or Displacement Reserve 2. Posted Open Time through Company email notification 3. Available for Assignment to Management Pilots
Less than 48 hours from the Pairing check-in	All available resources including Pilots scheduled to Reserve-A and Reserve-B at the discretion of Crew Scheduling.

6-5.03. If a Pairing will cause a violation (i.e., time free from duty, Pilot flight and duty time, or minimum rest period) in the Pilot’s schedule, Posted Open Time flying will not be assigned to the Pilot; however, this does not preclude Crew Scheduling from using Pairing modifications to allow Posted Open Time flying to be assigned if necessary.

6-5.04. Posted Open Time flying as listed in accordance with the table in 6-5.02 above, shall be awarded on a first come first serve basis.

6-6 SHIFT TRADE PILOT-TO-PILOT

6-6.01. Pilots giving up flying are responsible for ensuring that they maintain their minimum hours required to be eligible for the Group Benefits Plan.

6-6.02. Full Pairing shift trade requests shall be submitted through the automated shift trade system a minimum of three (3) hours prior to the scheduled departure time. Depending on Crew Scheduling resources, shift trade requests made less than three (3) hours prior to the scheduled departure time may not be able to be processed. With the exception of 6-6.09 below, shift trade requests will not be approved within two (2) hours of the scheduled departure time.

6-6.03. Inter-base shift trades shall be permitted; however, the Pilot will be responsible for positioning themselves as required.

6-6.04. Pilots may only shift trade with Pilots of the same Rank.

6-6.05. A Pairing or Reserve day that touches the last five (5) Calendar Days of a Scheduling Period are ineligible for trade, drop or Deadhead modifications until the release of the Schedule for the following Scheduling Period.

6-6.06. Blocks of up to five (5) days of Reserve can be traded as whole blocks only when the trade is requested prior to the start of the Reserve Block.

6-6.07. After the start of the Reserve Block, the total remaining days of the Reserve Block may be traded under the following conditions:

- a) The Pilot holding the Reserve Block has not been assigned a Pairing and the Reserve callout window for the current day has ended;
- b) The Pilot is holding Reserve in their Awarded Base; and
- c) The conditions of Section 6-6.02 Hours of Service must be met.

6-6.08. Pairings that include regulatory training or qualification events (e.g., line check, line indoctrination, simulator) will be locked by Crew Scheduling to inhibit trades between Pilots. Pairings which contain Deadhead flights on third-party carriers shall be locked forty-eight (48) hours after schedule release.

6-6.09. If approved, requests for gate trades will only be processed by Crew Scheduling with a minimum of sixty (60) minutes notice prior to departure, and can only be processed for domestic flights. Gate trades may be suspended during times when Crew Scheduling is experiencing high workloads.

6-6.10. If as a result of a Pilot initiated trip trade, the Credit Hours for the new trip are less than the originally scheduled trip Credit, the Monthly reconciliation will be calculated as follows:

- i. If the Scheduled Monthly Credit is higher than the MMG, the difference in Credit Hours between the two (2) trips shall be subtracted from the Scheduled Monthly Credit
- ii. If the Scheduled Monthly Credit is at or below the MMG, the difference in Credit Hours between the two (2) trips shall be subtracted from the MMG

[As an example, for illustrative purposes where MMG is 75hrs. The Pilot's originally awarded schedule is 70hrs. The Pilot trades a trip and the difference between the original trip and the new trip is -3hrs. The Pilot's pay is adjusted to 72hrs.]

6-6.11. If as a result of a Pilot initiated trip trade, the Credit Hours for the new trip are greater than the originally scheduled trip Credit, the Monthly reconciliation will be calculated as follows:

- i. If the Scheduled Monthly Credit is at or higher than the MMG, the difference in Credit Hours between the two (2) trips shall be added to the Scheduled Monthly Credit.

- ii. If the Scheduled Monthly Credit is below the MMG, the difference in Credit Hours between the two (2) trips shall be added to the MMG.

[As an example, for illustrative purposes where MMG is 75hrs. The Pilot's originally awarded schedule is 74hrs. The Pilot trades a trip and the difference between the original trip and the new trip is +2hrs. The Pilot's pay is adjusted to 77hrs.]

6-6.12. Any additional Credit Hours which result from a Pilot initiated trip will be excluded from monthly reconciliation for the purposes of the overtime threshold.

6-6.13. Partial shift trades shall only be permitted if all of the following factors are met:

- a) A Pairing is split by trading Leg(s) at either the beginning or end of the Pairing;
- b) The newly created Pairing(s) must begin and end in the Pilot's Awarded Base;
- c) Partial shift trade Legs cannot be attached to another assigned Flight Duty Period; and,
- d) A Pilot accepting the partial Pairing must meet the scheduled Rest Period requirement in SECTION 5 -9 CREW REST - SCHEDULE PLANNING.
- e) Partial shift trade requests shall be submitted to Crew Scheduling a minimum of twenty-four (24) prior to the scheduled departure time.
- f) In the event of an IROPS, Crew Scheduling may not be able to process or approve partial shift trades.

6-6.14. Subject to the conditions of 6-6.13 above and approval of the partial shift trade by Crew Scheduling, the Pilots involved will receive pay only for the flight time they operate respectively. To be clear, Credit Hours as per SECTION 4 -5 PAIRING CREDIT RECONCILIATION will not apply.

6-7 ILLNESS

6-7.01. Should a Pilot become ill pre-Pairing or mid-Pairing such that they cannot perform their duties, the Pilot must inform Crew Scheduling as soon as possible that they will be unable to fulfill their duties.

6-7.02. If a Pilot is fit to return to service during a period for which they were originally blocked, the Pilot will be assigned activities as per 6-2.01 RETURN TO DUTY.

6-8 PAID ABSENCES

6-8.01. With the exception of illness and subject to LEAVE OF ABSENCES, should a Pilot not be present for assigned activities due to an approved paid absence, the original blocked Credit Hours will not be affected.

6-8.02. Upon return from this absence, the Pilot will be scheduled in accordance with 6-2.01-RETURN TO DUTY.

6-9 UNPAID ABSENCES

6-9.01. Requests for a Personal Day Unpaid shall be made to the Chief Pilot, or their designate. Each request will be reviewed on an individual basis.

6-9.02. Upon return from this absence, the Pilot will be scheduled in accordance with 6-2.01-RETURN TO DUTY.

6-9.03. A Pilot removed from a Pairing due to an unpaid absence shall have the Credit Hours not completed deducted from their Minimum Monthly Guarantee (MMG) or the Scheduled Monthly Credit as applicable.

6-9.04. A Pilot unable to complete the entire Overtime or Premium Assignment due to illness or an unpaid absence will have their pay adjusted accordingly. Only Overtime or Premium hours awarded and completed will be compensated.

6-10 DISPLACEMENT

6-10.01. A Displacement occurs when a Pilot is removed from their awarded or assigned Pairing for any of the following:

- a) For the purpose of completing required Training Events; or
- b) Where the pairing of two (2) Pilots (one (1) Captain and one (1) First Officer) is prohibited by operation of the Pilot Training Manual because of minimum experience requirements between the Captain and First Officer being paired together (Green on Green); or,
- c) For Management flying purposes as described in SECTION 16 - MANAGEMENT PILOTS.

6-10.02. The Company will provide as much advanced notice of the Displacement as reasonably possible. The displaced Pilot will be credited with the greater of the scheduled Pairing(s) or the Pairing(s) to which they are reassigned. The Pilot will be reassigned as specified below:

- a) Any Pilot who is notified that they are displaced from their Pairing(s) prior to their Report Time shall:
 - i. At the time they are notified of the Displacement, be given a reassignment with a Pairing(s) Report Time no earlier than that of the Pilot's scheduled Pairing(s) and with a Pairing(s) Release Time no later than that of the Pilot's scheduled Pairing(s) unless mutually agreed to between the Pilot and the Company; or,

II. Placed on Displacement Reserve as per SECTION 7 -10
DISPLACEMENTRESERVE

- b) Any Pilot who is notified that they are displaced mid-Pairing shall:
- I. Be given a reassignment at the time they are notified that they are displaced with a Release Time no later than that of the Pilot's scheduled Pairing; or,
 - II. Be provided a hotel until such time the Pilot is able to continue a Pairing.; or,
 - III. Be released for the remainder of the original Assignment.
- c) On subsequent days of a multi-day Pairing assigned under this Section, a Pilot will not be assigned a Pairing without sufficient legal rest.

6-10.03. Any reassignment as a result of a Displacement will not be scheduled to end later than the originally assigned Pairing without the Pilot's consent.

SECTION SEVEN - RESERVE

7-1 RESERVE SCHEDULE CONSTRUCTION

7-1.01. Reserve blocks may be constructed subject to the following conditions:

- i. A Reserve block will consist of no fewer than two (2) nor more than five (5) consecutive days in a Scheduling Period;
- ii. The Company may schedule a maximum of two (2) Reserve blocks per Scheduling Period to a cumulative total of eight (8) days in a Scheduling Period.
- iii. Pilots may indicate their preference to desire or avoid Reserve in the schedule bidding system.
- iv. Total planned Reserve block hours shall not exceed seventeen (17%) of the monthly scheduled block hours on a system basis. The Company shall have the option to increase the total Reserve block hours to a maximum of twenty (20%) up to four (4) Scheduling Periods per Calendar Year.
- v. If the Company can demonstrate a need to increase the percentage of Reserve coverage in a Scheduling Period, the provisions outlined above may be waived upon mutual agreement with the MEC chairman or designate. The agreement shall not be unreasonably withheld.

7-2 RESERVE UTILIZATION

7-2.01. Reserve shall be used by Crew Scheduling to fill Open Time Assignments.

7-2.02. Pilots may be assigned to one (1) of two (2) Reserve callout windows (Reserve-A or Reserve-B) during which time they may be contacted by Crew Scheduling. All Reserve callout windows are based on the local time in the city within which the Pilot is assigned to Reserve.

- Reserve-A has a twelve (12) hour callout window which must start and end anywhere between 0300 hours - 1700 hours;
- Reserve-B has a twelve (12)- hour callout window which must start and end anywhere between 0900 hours - 2300 hours;

The specific twelve (12) hour callout window in A and B above will be published twice a year by Crew Planning acting in consultation with WestJet network planning, once in the Spring and once in the Fall, concurrent with the publishing of the Company's Summer and Winter schedules.

7-2.03. Any Assignments that do not meet the planned Reserve callout window may be accepted by the Pilot on a voluntary basis only.

7-2.04. Reserve Assignments must meet the duty limitations as outlined in SECTION 7-3 (RESERVE DUTY LIMITATIONS) below and SECTION 5-13 MAXIMUM DUTY PERIOD.

7-2.05. A Pilot's Reserve block, (either Reserve A or Reserve B) shall not be modified without the Pilot's consent.

7-3 RESERVE DUTY LIMITATIONS

7-3.01. A Pilot may accept an Assignment with a Report Time prior to the start of a Reserve callout window, provided the Pilot has received legal rest. Under such circumstances the Duty Period commences at the Report Time of the Pairing.

7-3.02. A Pilot shall accept an Assignment with a Report Time that commences at the start of, or during, the Pilot's Reserve callout window subject to rest limitations.

7-3.03. The first day of a Pairing assigned to a Pilot shall be no greater than sixteen (16) hours from the beginning of the callout window until release.

7-3.04. Notwithstanding 7-3.03 above, on an actual day of operations after the Pilot has reported for a Duty Period and due to unforeseen circumstances, the actual Duty Period may be extended to the maximum as allowable by regulation, or eighteen (18) hours from the beginning of the callout window, whichever shall be lesser.

7-3.05. Subsequent days of an assigned Pairing will be subject to normal Duty Period limitations as set out in SECTION 5-13 MAXIMUM DUTY PERIOD.

7-4 PILOT RESERVE RESPONSIBILITIES

7-4.01. A Pilot awarded Reserve is responsible for being available for the callout window for Reserve (A, B) at their Awarded Base, or such location as may be mutually agreed to between the Pilot and Crew Scheduling.

7-4.02. A Pilot shall be given not less than two (2) hours' notice to report for duty to Reserve Assignments.

7-4.03. By mutual agreement between the Pilot and Crew Scheduling, the callout windows referenced in 7-4.02 above should not prevent a Pilot from reporting for duty in less than the required time.

7-4.04. If a call is missed for any reason, the Pilot shall call Crew Scheduling back within fifteen (15) minutes of the first call.

7-5 VOLUNTARY RESERVE

7-5.01. In order to reduce operational risk Crew Scheduling may offer Voluntary Reserve blocks as Posted Open Time.

7-5.02. Voluntary Reserve will be awarded on a first-come, first-serve basis, subject to duty and rest limitations.

7-5.03. Pilots accepting Voluntary Reserve blocks shall be governed by the provisions of the Reserve Section of this Agreement unless expressly provided in Section 7-5, Voluntary Reserve.

7-5.04. A Pilot awarded Voluntary Reserve outside of the Pilot's Awarded Base or Canadian Designated Primary Residence shall be eligible to collect MCR and be provided with a hotel accommodation.

7-6 RESERVE CREDIT

7-6.01. A Pilot awarded a Reserve day(s) shall be credited with four (4) Credit Hours for each day of Reserve.

7-6.02. An Assignment on Reserve shall be reconciled for pay purposes based on the greater of the following:

- a) The original Reserve day Credit value; or
- b) As per SECTION 4 -5, PAIRING CREDIT RECONCILIATION.

7-6.03. Should a Reserve Pilot, not yet assigned, become unavailable due to a paid absence on a scheduled Reserve Day, the Credit Hours associated with the original Reserve Day shall not be affected.

7-6.04. Should a Reserve Pilot, not yet assigned, become unavailable due to an unpaid or unapproved absence, the Credit Hours associated with the original Reserve Day shall be deducted from the MMG or the Pilot's original Scheduled Monthly Credit as applicable.

7-6.05. A Pilot on Reserve who notifies the Company at the time of attempted Assignment that they are unavailable shall have the value of the Reserve Day deducted from their MMG or Scheduled Monthly Credit. Notification of unavailability at the time of Assignment may require discussion with the Chief Pilot or their designate regarding the utilization of Sick Credits.

7-6.06. If a Pilot on Reserve has been assigned and reported for a Pairing that is subsequently not completed will have their Credit Hours reconciled as follows;

- 1) Credit Hours earned for all days completed
 - a. Greater of the original Reserve Credit Hour day per 7-6.01 above or Credit Hours worked;
- 2) Credit Hours earned for partial days completed;

- a. Credit Hours worked if it is greater than Credit Hours of the Reserve day;
or
 - b. If the Credit Hours worked is less than the Reserve Day Credit Hour value
 - i. If the Pilot is removed from the Pairing for an unpaid absence and they worked less than the Reserve Day Credit Hour value they will have their MMG or Scheduled Credit Hours (whichever shall be greater) deducted by the difference of the Credit Hours worked and the Reserve Credit Hour Value for that day; or
 - ii. If the Pilot is removed from the Pairing for a Sick absence and they worked less than the Reserve Day Credit Hour value they will have their Sick time deducted by the difference of the Reserve Day Credit Hour value and the Credit Hours worked; or
 - iii. If the Pilot is removed from the Pairing for a paid absence and they worked less than the Reserve Day Credit Hour value they shall be paid the Reserve Credit Hour Value.
- 3) Credit hours earned for remaining days not worked
- a. Any remaining days of the Assignment shall be reconciled at the Reserve Credit Hour value unless the Pilot is subsequently assigned to another Pairing.
- 4) When a Pilot returns to duty as per 7-6.06, they shall return to their previously scheduled Reserve block.

7-7 VOLUNTARY RESERVE CREDIT

7-7.01. A Pilot awarded Voluntary Reserve from Crew Scheduling shall receive four (4) Credit Hours per day at the Premium rate of pay;

7-7.02. If work is assigned by Crew Scheduling during the Reserve period, the Pilot will receive Credit at the Premium rate of pay equal to the greater of:

- a) The original Reserve day Credit value; or
- b) As per SECTION 4 - 5, PAIRING CREDIT RECONCILIATION.

7-7.03. A Pilot unable to complete an Assignment while on Voluntary Reserve shall only be paid for the portion of the Assignment completed.

7-7.04. A Pilot unable to complete a Reserve Day shall have the four (4) Credit Hours as per 7-7.01 paid on a prorated basis.

7-8 OPTIONAL FULL-TIME RESERVE BLOCKS

7-8.01. The creation of full-time Reserve blocks shall be voluntary on the part of the Company.

7-8.02. The participation in a full-time Reserve block shall be voluntary on the part of the Pilot.

7-8.03. Interested Pilots shall provide the Company with written notice two (2) Scheduling Periods in advance of the Scheduling Period that the Pilot wishes to be placed on a full-time Reserve block. The Pilot shall not be eligible to participate if the Pilot has previously scheduled vacation time or is required to complete their biannual Pilot Proficiency Check (PPC) during the Schedule Period.

7-8.04. Optional full-time Reserve blocks shall be subject to the maximum days worked limitations as set out in SECTION 5 - 3 MAXIMUM DAYS PER SCHEDULING PERIOD and shall be credited as per SECTION 7-6 RESERVE CREDIT.

7-8.05. The block hours associated with the optional full-time Reserve block shall not be counted towards the limits set out in 1.01 (iv) above.

7-9 CALL OUT PRIORITY

7-9.01. Pairings assigned to a Pilot on Reserve will be based on a “Bucket” type system. The Bucket System is a method of assigning Reserve flying Assignments to Pilots by matching the Pilot’s days of Reserve to the days of the Reserve flying Assignment and shall be used to assign or award the Reserve flying Assignment to any Pilot subject to the following provisions.

7-9.02. Reserve flying Assignments will be placed into a “Bucket” that matches their available Reserve day(s) block. Example: A Pilot has four (4) days left in their available Reserve sequence. The Pilot shall be placed into the four (4) day bucket.

7-9.03. Within each “Bucket”, Pairings will be assigned in inverse order of Seniority with the most junior Pilot in any “Bucket” assigned first and the senior most Pilot in that “Bucket” assigned last.

7-9.04. Notwithstanding 7-9.03 above, a Pilot may elect to be placed on a “Priority Reserve” list no later than twelve (12) hours prior to the start of a Reserve Block to indicate their desire to be assigned flying prior to a junior Pilot. A Pilot may elect to remove themselves from this list up to forty-eight (48) hours prior to the start of a Reserve Block. A Pilot on the “Priority Reserve” list may not refuse an Assignment.

- a) If multiple Pilots indicate such preference on the “Priority Reserve” list, these Pilots will be assigned in Seniority order within the applicable “Bucket” before proceeding to the most junior Pilot per 7-9.03 above.

7-9.05. Once the Company has assigned Pilots in accordance with 7-9.04 above, the remaining flying if any shall be assigned in accordance with 7-9.03 above.

7-9.06. If there are no Reserve Pilots available whose days of availability match the Pairing to be covered, the Company will have the ability to either:

- a) Assign the Pairing to a Pilot in the next larger “Bucket” that complies with 7-9.03. above, e.g. If there are no remaining Pilots in the 3-day “Bucket” it would be assigned to a Pilot in the 4-day “Bucket”; or,
- b) Split the Pairing and assign to multiple Reserve Pilots in other “Buckets”.

7-9.07. The Company shall maintain a method of communicating the following information once a day, no later than 1800 hours Mountain Time:

- a) Daily Reserve availability within each Bucket;
- b) Daily snapshot of Open Time Assignments available to Reserve Pilots.

7-10 DISPLACEMENT RESERVE

7-10.01. Where a Pilot is displaced as per SECTION 6 -HOURS OF SERVICE and not immediately assigned an alternative Assignment, such Pilot may be placed on “Displacement Reserve”.

7-10.02. While on Displacement Reserve:

- a) The Pilot may request that Crew Scheduling allow the Pilot to hold Displacement Reserve at a Domicile;
- b) The callout periods associated with the Displacement Reserve on a daily basis shall not begin before the Original Scheduled Report Time and the length of the call out window shall be the greater of;
 - I. The originally scheduled Duty Period(s) or
 - II. Two times (2x) the value of the MDPC in hours from the original Report Time.
- c) Where the Pilot is assigned to a single day replacement trip, the Pilot shall not be required to report earlier than the originally scheduled Report Time and may be required to operate to a maximum of four (4) hours past the originally scheduled Release Time from the Pairing that the Pilot was displaced from;
- d) Where the Pilot is assigned to a multi-day replacement trip, the Pilot shall not be required to report earlier than the originally scheduled Report Time on the applicable day per b) above and may be required to operate to a maximum of four (4) hours past the originally scheduled Release Time on the last day for the Pairing that the Pilot was displaced from;
- e) The restrictions of 7-10.02 c) and d) above, may be waived upon mutual agreement.
- f) A Pilot assigned to Displacement Reserve and who holds it away from their Domicile shall be entitled to a hotel room until the report of a new Assignment

- or until released by Crew Scheduling at the end of the Displacement Reserve period;
- g) Upon release the Pilot shall be Deadheaded to their Awarded Base, or their Domicile if the original Pairing that the Pilot was displaced from contained a lastLeg Deadhead flight from their Domicile; and
 - h) The Pilot shall be subject to the Duty Period limitation set out in 7-3.03 above.
 - i) With the exception of provisions a) through g) above, The Pilot shall be subject to the remaining provisions of SECTION 7 - RESERVE.

SECTION EIGHT- ACCOMODATIONS AND TRANSPORTATION

8-1 GENERAL

8-1.01. The Company will pay hotel room and transportation costs directly and accepts no liability for incidental hotel costs incurred by a Pilot. These expenses are the responsibility of the Pilot who shall pay them directly to the hotel. Hotel names and phone numbers shall be provided.

8-1.02. The Company will provide suitable layover accommodations when required as a result of planned Pairings, unplanned diversions and out of base Training Events. Single occupancy rooms shall be provided for planned layovers greater than five (5) hours as long as the Pairing continues after the hotel stay.

8-1.03. The Association and the Company shall maintain a Hotel Selection Committee (HSC). The HSC will be comprised of one (1) Company representative and one (1) WestJet Encore Pilot representative from the Association.

8-1.04. The HSC will be responsible for making recommendations on hotel selection criteria (to include the development of a property inspection checklist) and for new Pilot layover and training hotels. These criteria will consider the safety and interests of Pilots, the overall suitability of the property, legal rest and cost when multiple hotels meeting the criteria are available.

8-1.05. The HSC will review any Pilot hotel issues brought to its attention and will make recommendations to the Company for resolution. The HSC will meet at least twice annually, or at other times as may be needed

8-1.06. In the event of a dispute over hotel selection or the property inspection checklist between the Company and the HSC, final approval of new hotels or the checklist will be made by the Vice President, Flight Operations or their designate. The Vice President, Flight Operations or designate will provide the Association with the reason(s) for their decision, in writing.

8-1.07. Prior to establishing or changing hotels at layover points, the Association and Company shall conduct joint inspections of prospective properties, unless mutually agreed that a joint inspection is not required.

8-2 HOTELS REQUIRED FOR RECURRENT OR TRANSITIONAL TRAINING

8-2.01. Pilots who are scheduled for recurrent or transitional training shall be accommodated in hotels required for length of stay. Hotels for training will only be provided for training away from a Pilot's Awarded Base.

8-2.02. When a training hotel room is not required (e.g., the Pilot leaves the training location on days off) the Pilot is responsible for advising Crew Scheduling of the day(s) the hotel is not required and their return date at least twenty-four (24) hours before the first day the room is not required.

8-3 LESS THAN MINIMUM REST AT AWARDED BASE

8-3.01. At the Company's discretion, when the actual time between Pairings at the Pilot's Awarded Base is reduced to less than contractual rest provided for in SECTION 5-10 - CREW REST - DAY OF OPERATIONS, the affected Pilot may be provided the opportunity to stay in a single occupancy room in an approved hotel.

8-4 HOTEL CANCELLATION

8-4.01. If a Pilot chooses not to use a booked hotel room while on a layover, the Pilot will complete the hotel cancellation form found on the Company intranet. The Pilot may also fill out the ongoing cancellation form for indefinite hotel cancellations in the city or cities of their choice.

8-4.02. The Company reserves the right, based on the circumstances, and after consultation with the Pilot, to enroll a Pilot into an automatic, on-going, hotel cancellation at their overnight destination. Requests to re-enter into the standard accommodation booking process at the Pilot's overnight destination must be made through the Chief Pilot, or designate. Such requests will not be unreasonably denied.

8-5 REINSTATEMENT OF HOTEL

8-5.01. In the event a Pilot requires a hotel that has been cancelled, whether as a result of reoccurring no-shows or from Pilot-initiated cancellations, a request to have the accommodation reinstated can be submitted by email to Crew Scheduling or by contacting Crew Scheduling directly by telephone. Such requests will not be unreasonably denied.

8-6 HOTELS DURING TRAINING

8-6.01. A Pilot who is scheduled to a stay in the same hotel for more than four (4) consecutive nights shall be placed in accommodations following the minimum standards for crew hotels during long-stay Training Events, or as recommended by the HSC.

8-7 LOCATION

8-7.01. Unless mutually agreed upon by the Association and the Company, the location of a hotel shall be a maximum of twenty (20) minutes driving time from the arrival airport of the planned overnight.

8-7.02. Notwithstanding 8-7.01 above, when a layover is scheduled for eighteen (18) hours or more, the hotel shall be located in the downtown core of the principle city

served by the airport which is within a normal thirty (30) minute drive (one-way), or in an alternate location agreed upon by the HSC.

8-8 TRANSPORTATION TO/FROM ACCOMMODATION

8-8.01. The Company shall provide transportation to and from the airport when a Pilot is required to layover at a crew hotel away from their Awarded Base.

8-8.02. When transportation is not provided within forty (40) minutes after In Time, or within ten (10) minutes of the scheduled hotel shuttle departure time from the hotel, Pilots shall be reimbursed for the actual expenses incurred for transportation (e.g., Taxi/Rideshare) to or from the airport. A receipt must be included for the reimbursement.

8-9 AD HOC REQUESTS FOR ALTERNATIVE/ADDITIONAL GROUND TRANSPORTATION

8-9.01. In the event a Pilot is required to reposition by means of ground transportation for a trip that is greater than thirty (30) minutes in duration and the size of the vehicle available is deemed to be inadequate, the crew member may contact the Chief Crew Scheduler or designate to request approval for additional/alternative transportation.

SECTION NINE- MEAL COST REPLACEMENT

9-1 MEAL COST REPLACEMENT

9-1.01. TAFB shall be calculated from check in time to check out time of the Pairing.

9-1.02. Pilot Meal Cost Replacement (MCR) payment(s) shall be paid to a Pilot based on the time away from the Pilot's Base ("TAFB") for training or on a Pairing (single day or multi-day) based on the MCR rates in Section 9-1.03.

9-1.03. The MCR rate shall be: \$3.2581

9-1.04. The MCR rate set out in 9-1.03 shall be increased by 2% annually on January 1 of each year.

9-2 DOMICILE LAYOVERS

9-2.01. If a Pilot has a layover at their Domicile and cancels their hotel stay the Pilot shall still receive the MCR notwithstanding.

SECTION TEN -EXPENSES

10-1 LICENSING FEES

10-1.01. The Company shall pay the full cost of all Transport Canada licensing fees including all recurring fees required for the issue of an initial and recurrent Pilot Proficiency Check and Aviation Document Booklet (Pilot's license).

10-1.02. Any fees/costs associated with the replacement of a lost or damaged Aviation Document booklet will not be reimbursed.

10-2 PASSPORT

10-2.01. All Pilots are required to have a current passport.

10-2.02. The Company will reimburse Pilots for the fees associated with a ten (10) year passport and passport photographs. Pilots shall use the normal service whenever possible for obtaining their passport. In the event the Pilot is unable to reasonably use the normal service to obtain a passport the Company shall reimburse the Pilot for the "Express Service" passport acquisition fee.

10-2.03. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.

10-3 PARKING

10-3.01. The Company shall provide parking to a Pilot at their Awarded Base airport while in the performance of their required duties, provided the airport has designated employee parking available. Alternatively, the Company shall cover the cost of parking at his Designated Primary Residence airport while in the performance of their required duties. The cost of such alternative monthly parking shall not exceed the Company's monthly cost of providing parking at the Pilot's Awarded Base.

10-4 BAGGAGE DELAY AND LOSS

10-4.01. In the event a Pilot's crew bag is missing or lost when the Pilot is on Assignment, the provisions below shall apply:

- a) A Pilot's crew bag is considered missing for the purposes of 10-4.02 below when the crew bag is not available to the Pilot at the end of the Pilot's Duty Period for the day, until ninety-six (96) hours have elapsed;

- b) A Pilot's crew bag will be considered lost for the purpose of 10-4.03, when it has previously been missing and has not been located after ninety-six (96) hours have elapsed.

10-4.02. In the event that a Pilot's crew bag is missing, the Pilot shall contact the Chief Pilot or designate to discuss reimbursement of selected items. After making reasonable efforts to replace the missing items using complimentary resources where available, the Pilot will be entitled to the cost of any approved replacement personal grooming supplies, personal undergarments and a change of clothes (as required). Pilots shall minimize the cost of these items and an expense claim with supporting receipts must be submitted for any expenses incurred. Pilots are not eligible to claim expenses related to the missing crew bags where the bag is missing upon the arrival at the Pilot's Awarded Base at the end of their Pairing.

10-4.03. The Company shall pay reasonable loss or damage claims, up to eighteen hundred (\$1800) for a provable loss to any Pilot who, during the course of their Duty Period, suffers loss or damage to their crew baggage or personal effects except when such a loss or damage is the result of the Pilot's willful misconduct or gross negligence. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

10 - 5 REQUIRED EQUIPMENT

10-5.01. With the exception of Pilot headsets, no Pilot shall be required to pay for the use of any Company required equipment used in training or flight operations. The foregoing includes iPads/tablets and access to the Company approved automated trip trading system. For clarity, mobile access or enhanced subscriptions will not be paid for by the Company.

SECTION ELEVEN - UNIFORMS

11-1 GENERAL

11-1.01. The Association and the Company shall establish a Joint Uniform Committee (JUC) to review and investigate uniform issues. The JUC shall be comprised of a minimum of one (1) representative from the Association and one (1) representative from the Company.

11-1.02. The Company shall notify the Association JUC representative prior to making any significant change(s) to the uniform.

11-1.03. The JUC shall meet at least once a year and at any time one side requests a meeting due to issues that may arise.

11-1.04. The recommendations of the JUC shall be considered by the Company before making any significant changes in the supplier, style, colour or material of the uniform.

11-1.05. Where the Company changes the style, colour, or pieces of the uniform, the Company shall bear the cost of providing replacement pieces to the Pilots.

11-2 UNIFORM ALLOTMENT

11-2.01. The Company shall provide the initial uniform for new-hire Pilots. The initial new-hire uniform allotment shall be as follows:

-Shirts:	Five (5)
-Trousers:	Three (3)
-Belt:	One (1)
-Ties:	Two (2)
-Epaulettes:	Two sets (2)
-Uniform wings:	Three (3) (1 for shirt, 1 for Blazer, 1 for Three-in-One coat)
-Sweater:	One (1)
-Roller bag:	One (1)
-Lunch bag:	One (1)
-Day bag/Pilot Flight Bag:	One (1)
-Blazer:	One (1)
-Three-in-one coat:	One (1)
-Gloves:	One (1)
-One (1)-Toque:	One (1)

11-2.02. Upon successful completion of Upgrade Training, the Company shall provide two (2) sets of Captain epaulettes.

11-2.03. As required and upon request, the Company shall provide a maternity uniform.

11-3 UNIFORM REPLACEMENT

11-3.01. On January 1st of each year, the Company shall provide a uniform credit of three hundred fifty dollars (\$350) to each Pilot.

11-3.02. This credit shall be used for the purchase of uniform pieces. Any unused portion shall be carried over to the next year to a maximum of seven hundred fifty dollars (\$750).

11-3.03. Pilots shall be entitled to a replacement roller bag, lunch bag, and day bag every thirty-six (36) months.

11-3.04. The Company shall pay all standard shipping costs to the Pilot's designated Canadian primary residence.

11-3.05. A monthly uniform maintenance allowance of thirty-five dollars (\$35) shall be paid to all Active Pilots.

11-4 UNIFORM STANDARDS

11-4.01. Uniforms shall be maintained according to standards determined by the Company.

11-4.02. The Company shall pay for the cost of addition/subtraction of braids.

11-4.03. A Pilot shall be allowed to wear an ALPA lanyard, and one (1) ALPA pin on their uniform. The Pilot shall be allowed to have one (1) personalized identification luggage tag attached to each piece of luggage (e.g. roller bag, day bag/Pilot Flight bag, lunch bag). Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.

SECTION TWELVE - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF

12-1 ENTITLEMENT

12-1.01. A Pilot will earn annual Vacation based on their Date of Hire as a Pilot with the Company in accordance with 12-1.02 below. Vacation is accrued in Credit Hours. The Credit Hours are calculated each pay period. A Pilot shall receive this accrual each pay period in which they are Active. A Pilot on a Leave of Absence for the full pay period does not receive an accrual; however, if the Pilot is Active at least one (1) day in the pay period, the full accrual is granted.

12-1.02. A Pilot's annual Vacation accrual is as follows:

- a) During the first three (3) consecutive years of employment: two (2) weeks per year.
- b) At the commencement of the fourth (4th) year of employment until the end of the sixth (6th) year of employment: three (3) weeks per year.
- c) At the commencement of the seventh (7th) year of employment: four (4) weeks per year.

12-1.03. A week of Vacation is five (5) consecutive Scheduling Days and shall begin at 01:00 local time of the first Vacation day.

12-2 STATUTORY HOLIDAYS

12-2.02. The Company observes ten (10) "Statutory Holidays" defined as the following:

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

In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday. Notwithstanding the preceding sentence, in no event will a Pilot receive less Statutory Holidays than any other Company employee group.

12-2.02. A Pilot shall receive Statutory Holiday pay in accordance with the Canada Labour Code.

12-3 VACATION BIDDING AND AWARDS

12-3.01. Vacation bidding is done via a silent point bidding system. New points are provided each year to a Pilot prior to the opening round of Vacation bidding. Pilots will receive:

- a) One (1) point for every year of completed service;
- b) One (1) point per day of Vacation allotment;

12-3.02. New points are totaled with points which have been carried forward (from points which were not used in the previous year of bidding). There are no limits on how many points can be carried over from one (1) year to the next. A Pilot may use up to the total points available during the bidding process.

12-3.03. Bid rounds occur in the following order:

- a) Bid round #1;
- b) Bid round #2;
- c) Random bid round.

12-3.04. Each bid round as per 12-4.03 above, is set to open and close automatically at designated times and dates. The bid round length for rounds #1 and #2 shall be no shorter than seven (7) days each. Results from round #1 will be published before round #2 begins. The random bid round will occur as soon as possible after the close of round #2.

12-3.05. Bidding will be done online via the Company's computerized Vacation bidding tool. Vacation will be published in five (5) day blocks. Pilots bid on blocks of Vacation using the total amount of Vacation allotted.

12-3.06. Once a bid round has closed, the bidding system will assess all bids made and allocate Vacation according to the rules below;

- a) For blocks with two (2) or more spots available, and more bidders than spots, the blocks are awarded to the highest bidders until all available spots within that block are filled. For any one (1) block, the successful bidder with the lowest number of points bid will have those points deducted from their total point allotment. All successful bidders for this block will have this same amount plus one (1) point deducted from their total point allotment.
- b) For blocks with two (2) or more spots available and less bidders than spots, the system will award all bidders the block and will deduct one (1) point.
- c) For blocks with one (1) spot available and one bidder (1), the system will award the Vacation for one (1) point.
- d) For blocks with one (1) spot available and two (2) or more bidders, the system will award the Vacation to the highest bidder and deduct points based on the number of points the next highest bidder bid plus one (1), from their total point allotment.
- e) In instances where the points bid are the same, the system will randomly award the block in all scenarios above.

12-3.07. After all bid rounds have closed and Vacation has been awarded to all successful bidders, a Pilot who has not bid or was not successful in their bid(s) will be randomly awarded Vacation based on which blocks are still available. For each random award, the Pilot is deducted one (1) point.

12-3.08. Following each bid round, the awards are published through the bidding system so that the Pilot may see if their bids were successful. If the Pilot was not successful in bid rounds #1 or #2, points which were bid and not used are given back to them to use in subsequent bid rounds or to carry forward from one (1) year to the next. All Vacation awards will be made and the Pilot concerned shall be notified no later than October 31st of each calendar year.

12-3.09. Requests to change Vacation blocks awarded during the bid process are made directly to the WestJet Encore Crew Planning Department via email after all bid rounds have closed and Vacation blocks have been awarded. Crew Planning will assess the blocks remaining and may grant the request to move the blocks based on operational requirements and on a first come first serve basis. Such requests will not be unreasonably denied. No adjustments to carry over points are made as a result of any Vacation rescheduled outside of the bidding system.

12-3.10. Requests to trade Vacation blocks will be made to the WestJet Encore Crew Planning Department via email after all bid rounds have closed. Upon written notice to Crew Planning, a Pilot may request to trade a full five (5) day block for another full five (5) day block with a Pilot who is in the same Position (e.g., YYZ DH8 Captain may only trade with another YYZ DH8 Captain). For clarity, trade requests must occur no later than sixty (60) Calendar Days prior to the date of the first block of Vacation being traded. Such requests will not be unreasonably denied.

12-3.11. A Pilot hired after bidding has been completed and who requires Vacation to be scheduled for the current or in the following calendar year will request their preferred Vacation from the available blocks provided by Crew Planning. Blocks and/or partial blocks will be granted based on operational requirements and on a first come first serve basis. These awards are made with no point deduction from the Pilot.

12-4 VACATION TRANSFER WITH RANK, AWARDED BASE OR TYPE CHANGE

12-4.01. In the event a Pilot's Rank, Awarded Base or aircraft Type changes, the Pilot's awarded Vacation shall transfer with the Pilot as they move to their new Position unless such a transfer is not feasible due to operational requirements. In such an event, the Pilot shall be contacted as soon as possible in order to reschedule any affected Vacation.

12-5 VACATION AND GUARANTEED DAYS OFF (GDO)

12-5.01. Notwithstanding 12-1.03 above, if a Pilot is only allocated a block of up to four (4) Vacation Days that Pilot's block shall only consist of the allotted amount of days.

12-5.02. One week of Vacation will consist of five (5) Scheduling Days.

12-5.03. Two (2) GDOs will be placed immediately prior to and immediately after the five (5) day Vacation block. Changes to the placement of GDOs may be requested through the monthly scheduling system or through Encore Crew Planning. GDOs must remain attached to each full week of Vacation but can be placed prior to, after or on either side of the Vacation block. The number of GDOs awarded shall be in accordance with the following, with the exception of 12-5.04 below. Any GDOs taken in accordance with this paragraph shall be inclusive of their Scheduled Days Off in the Vacation month(s).

Consecutive blocks of Vacation:

Number of blocks	Number of VAC days	Number of GDOs
1 block of Vacation	5	4
2 blocks of Vacation	10	4
3 blocks of Vacation	15	6
4 blocks of Vacation	20	6

Non-Consecutive blocks of Vacation within a Single Scheduling Period:

Number of blocks	Number of VAC days	Number of GDOs
2 blocks of Vacation	10	4 (2 per block)
3 blocks of Vacation	15	6 (2 per block)

12-5.04. In the event that a Pilot takes consecutive weeks of Vacation which span two different Scheduling Periods, the Pilot shall be entitled to 4 GDO's prior to and 4 GDO's after the Vacation period.

12-5.05. In no event will more than six (6) GDOs be awarded in any single Scheduling Period.

12-5.06. If a Pilot wishes to move their GDO's pursuant to 12-5.03 above, a request shall be made to the Encore Crew Planning Department by the 5th of the month prior to the first day of the associated Vacation block or GDO (e.g., Vacation block starts July 9th, the Pilot shall submit the request to change/move Vacation by June 5th).

12-6 SPECIAL DAYS OFF (SDO)

12-6.01. It is recognized that events occur in a Pilot's life where their attendance is crucial. In order to address such a requirement, a Pilot may request (a) SDO(s). Such requests are limited to once per calendar year to a maximum of four (4) consecutive unpaid days and shall be made to the Assistant Chief Pilot, Crew Management, or their designate, at least sixty (60) days in advance of the date of the event. Such requests will not be unreasonably denied. Any SDOs taken in accordance with this paragraph shall be inclusive of their Scheduled Days Off in the applicable month.

12-7 VACATION RECONCILIATION

12-7.01. Except as otherwise provided in this Agreement, a Pilot who is on Sick Leave, who transitions from Sick Leave to STD/LTD or Workers Compensation Benefits (WCB), or any other leave and who has Vacation days previously earned but not used, will have those days either reassigned as a new Vacation period upon their return to duty, and if not reassigned will be paid out to the Pilot during the Company end of year reconciliation process.

12-7.02. A Pilot who, as a result of a leave, has taken more Vacation than they have earned shall, upon the Company end of year reconciliation process, have the option to reimburse the overage either in a lump sum or through Company payroll deduction as per SECTION 4 -3 PAY DISCREPRANCIES.

SECTION THIRTEEN - TRAINING AND TRAINING PILOTS

13-1 TRAINING ADMINISTRATION

13-1.01. The development and monitoring of Pilot proficiency standards and the quality of training are the responsibility of the Company. The Company will publish the training guidelines applicable to Pilots, for each fleet Type and Position, in a location readily accessible to all Pilots and the Association. If these guidelines are amended or replaced, the Company will notify the Association and publish the new guidelines as soon as practicable.

13-1.02. Pilot Proficiency Check (PPC) standards are the standards as laid out in the Pilot Proficiency Check and Aircraft Type Rating Flight Test Guide (known as TP14727 at time of publishing). Pilot Proficiency Checks and Line Checks will be administered in accordance with the Approved Check Pilot Manual (known as TP6533 at time of publishing).

13-1.03. A Check shall include: A Pilot Proficiency Check (PPC), a Line Check or any other Transport Canada mandated assessment.

13-1.04. A Training Event shall include: Initial aircraft Type training (from ground school to completion of Line Check), semi-annual recurrent Type simulator training (including LOFT/PPC Training Events), Captain Upgrade training (from initial simulator to completion of Line Check), all Home-Based Training, command course, and any other regulatory mandated training.

13-1.05. Home-Based Training shall include any training required of a Pilot which does not require him to physically report to a classroom or facility. Home-Based Training will be paid out in accordance with SECTION 4 -13 HOME-BASED TRAINING PAY.

13-1.06. Transitioning Pilots shall include any Pilot who is transitioning from one aircraft Type to another. If a Pilot is transitioning aircraft and upgrading to Captain, the provisions in SECTION 13-7 CAPTAIN UPGRADE shall apply except that in the event of an unsuccessful Upgrade attempt any future bidding on a transition Vacancy, will be governed by the provisions in SECTION 13-6 TRANSITIONING PILOTS.

13-1.07. With the exception of initial training and Captain Upgrade training, simulator crewing will normally be completed with a crew combination of one (1) Captain and one (1) First Officer. The Company may deviate from this at its discretion, crewing a simulator with Captain/Captain or First Officer/First Officer. Any Pilot receiving an unsatisfactory assessment or failure during one of these sessions will have the option of having a Captain / First Officer crew combination on the subsequent assessment.

13-1.08. Upon request by the Pilot, the Company shall provide a Pilot with a copy of any training-related report as soon as is reasonably practicable after a Training or Checking Event.

13-1.09. Check events shall only be conducted by an Approved Check Pilot (ACP), Line Check Pilot, or Civil Aviation Safety Inspector (CASI) as detailed in the Approved Check Pilot Manual.

13-1.10. Without the written consent of the Pilots involved, there shall be no recording or transmission of data, images or audio from any simulator or training device except as a tool for the debriefing of training. Except in the event of an unsuccessful Check, the Company shall, immediately upon conclusion of each simulator session's debrief, permanently erase all recorded media of such events in the presence of the Pilots who received the training.

13-1.11. A Pilot in training shall receive pay in accordance with SECTION 4- PAY.

13-1.12. A Pilot in training shall receive Credit Hours in accordance with SECTION 5- SCHEDULING.

13-1.13. A Pilot shall not be required to operate their previously assigned Equipment once they have commenced simulator training on their new Equipment, except where the training is associated with the initial entry into service of a new fleet Type. Under such circumstances the Pilot may be required to operate their previously assigned Equipment where the new fleet Type's entry into service is delayed. Where a period of greater than thirty (30) days has elapsed since the Pilot last operated the previously assigned Equipment a simulator training session on their previously assigned Equipment will be provided.

13-1.14. All training files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for their examination as soon as practicable in the presence of a member of the training department.

13-2 LINE ORIENTED FLIGHT TRAINING (LOFT)

13-2.01. LOFT Training is conducted without the requirement for a passing grade. If deficiencies are identified, further training may be provided, if necessary.

13-2.02. If, in the assessment of the LOFT Facilitator, the objectives and minimum standards expected of the LOFT script have not been achieved by the Pilot receiving LOFT, another Training Event may be scheduled following twelve (12) hours free from training or duty. If another Training Event is scheduled, it shall be followed by a PPC.

13-3 UNSUCCESSFUL TRAINING EVENT PROTOCOL

13-3.01. Whenever possible, all Training Events will be facilitated in an effort to allow a Pilot to complete the required training to the prescribed standard.

13-3.02. When a Pilot's performance during training is assessed as unsatisfactory or incomplete, the Pilot will be advised and shall be given guidance as to why their performance was unsatisfactory or incomplete, and they may then receive additional training. The Pilot will have the option of requesting that a different facilitator to conduct the next training session in the event that additional training is granted.

13-3.03. If additional training as per 13-3.02 above results in the Pilot being reassessed as unsatisfactory or incomplete, a meeting will be convened with the Assistant Chief Pilot - Training and Standards or their designate, the individual Pilot and an Association representative. The purpose of this meeting will be to discuss the circumstances which may have given rise to the Pilot's lack of progress and the training plan going forward.

13-4 UNSUCCESSFUL CHECK PROTOCOL

13-4.01. Should a Pilot be unsuccessful during a Check, they will be advised and if it is their first unsuccessful attempt for that Check, they shall receive additional training. If it is not their first unsuccessful attempt for that Check, they may receive additional training. The Pilot will have the option of requesting that a different Company Check Pilot (CCP) conduct the next Check. However, the Company may elect to utilize a TC CASI for the second Check at its discretion.

13-4.02. If the Pilot is unsuccessful on the second Check, a meeting will be convened with the Assistant Chief Pilot - Training and Standards, the individual Pilot and an Association representative. The purpose of this meeting will be to discuss the circumstances which may have given rise to the Pilot's lack of progress and the training plan going forward.

13-5 FAILURE TO ADVANCE PROTOCOL

13-5.01. When the Assistant Chief Pilot, Training & Standards is notified of a Pilot's failure to obtain recommendation by the Instructor for a Check pursuant to 13-4.02 above or Training pursuant to 13-3.03 above, they will ensure that a review of the Pilot's training file is conducted and determine if an Advancement Assessment is warranted.

13-5.02. A Pilot may request the attendance of an Association representative as an observer during any Advancement Assessment. If the Advancement Assessment is conducted on a line flight, the Association representative will be designated as a Company approved Flight Deck Observer Seat occupant. Where a Pilot was in training for a simulator Check, the Advancement Assessment will be conducted in the simulator, in which case the Association representative shall occupy an observer seat.

13-5.03. Where a Pilot was receiving line indoctrination training, the Advancement Assessment will be conducted on a line flight and the CCP will be an operating member of the crew. If safety is a concern, the Advancement Assessment may be conducted in the simulator on a short airport to airport flight between two normally served Company destinations.

13-5.04. After the completion of the Pilot's training file review or Advancement Assessment, the Chief Pilot will either:

- a) Recommend the Pilot for the Check or continued training; or
- b) Assess the Pilot's performance as unsatisfactory

13-5.05. The specific reasons or actions which resulted in the unsatisfactory assessment referred to in 13-5.04 shall be provided in writing to the Pilot and the Association within seven (7) business days after any such assessment has been conducted.

13-6 TRANSITIONING PILOTS

13-6.01. Transition Training issues shall be handled in accordance with SECTION 13-3 UNSUCCESSFUL TRAINING EVENT PROTOCOL above.

13-6.02. Transition Check issues shall be handled in accordance with SECTION 13-4 UNSUCCESSFUL CHECK PROTOCOL above.

13-6.03. A Pilot assessed as unsuccessful during Transition Training or Check will, upon successful requalification, return to their previously held Position.

13-6.04. If the Pilot returns to their previous Position they will be paid at the appropriate rates for the Position for which they is qualified and will be frozen from bidding on a transition Vacancy for a period of thirty-six (36) months from the date of re-qualification to their previous Position.

13-6.05. In the event that the aircraft Type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they will be entitled to bid any lower rated Position in the status his Seniority can hold.

13-7 CAPTAIN UPGRADE

13-7.01. A Pilot will become eligible for Upgrade Training based on operational requirements in accordance with their Seniority number on the PSL, by having established technical performance which is consistent with that required for Upgrade and meeting the minimum flight time and length of service requirements as outlined in the Pilot Training Manual as per 13-1.01 above.

13-7.02. Upgrade process:

a) First Attempt:

- i. Upgrade Training issues on the first attempt shall be handled in accordance with SECTION 13-3 UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Upgrade Check issues on the first attempt shall be handled in accordance with SECTION 13-4 UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the first attempt will return to their previously held Position and upon successful requalification, will retain First Officer status and will be eligible for a second attempt no sooner than twelve (12) months from the date of failing to qualify.

b) Second Attempt:

- i. Upgrade Training issues on the second attempt shall be handled in accordance with SECTION 13-3 UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Upgrade Check issues on the second attempt shall be handled in accordance with SECTION 13-4 UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the second attempt will return to their previously held Position and upon successful requalification, will retain First Officer status and will be eligible for a third attempt no sooner than twelve (12) months from the date of failing to qualify on the second attempt.

c) Third Attempt:

- i. Upgrade Training issues on the third attempt shall be handled in accordance with SECTION 13-3 UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Upgrade Check issues on the third attempt shall be handled in accordance with SECTION 13-4 UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the third attempt will return to their previously held Position and upon successful requalification, will be offered the Position of Career First Officer.

13-7.03. In the event that the aircraft Type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they will be entitled to bid any lower rated Position in the status their Seniority can hold.

13-8 CAREER FIRST OFFICER

13-8.01. In the event a Pilot is restricted to First Officer status per SECTION 13-7 above, they may, after a period of sixty (60) months from the date of requalification to their previous Position, apply to the Company to be assessed and have their restriction reconsidered. The onus will be on the Pilot to establish that there has been a change in their circumstances and there is a reasonable likelihood of success at a Captain Upgrade. The granting of an additional Upgrade opportunity is at the discretion of the Company. If the Company grants an additional Upgrade opportunity and the Pilot is unsuccessful, they will be returned to their previous Position and restricted to First Officer status for the remainder of their career.

13-9 THE TRAINING COMMITTEE

13-9.01. The Company recognizes the establishment of an Association Training Committee composed of a Chair and one (1) Representative for each aircraft Type operated by the Company.

13-9.02. The Company and Association commit to share relevant information in order for Pilots to benefit from optimal training quality.

13-9.03. Upon the request of a Training Committee member and with an individual Pilot's written consent, the Company will permit access to a Pilot's training file.

13-10 INITIAL GROUND SCHOOL

13-10.01. In conjunction with the Association-supervised Seniority lottery draw identified in SECTION 28- SENIORITY, one (1) hour during each new-hire ground school will be allocated to introduce new-hire Pilots to the Association. Nothing of a derogatory or inflammatory nature concerning the Company will be communicated during this session.

13-11 TRAINING PILOTS

13-11.01. Company Training and Check Pilots consist of Management Pilots, Standards Pilots, or Line Pilots with additional responsibilities as outlined in the Company Operations Manual (COM).

13-11.02. Compensation for facilitating Training Events is detailed in SECTION 4 -14 FLIGHT INSTRUCTOR/CHECK PILOT PAY of this Agreement.

13-11.03. Credit for facilitating simulator training or checking events is detailed in SECTION 4-5 PAIRING CREDIT RECONCILIATION and SECTION 4-14 FLIGHT INSTRUCTOR/CHECK PILOT PAY of this Agreement.

13-12 TRAINING BY NON PSL INSTRUCTORS

13-12.01. Training that occurs in the aircraft shall be staffed by Pilots listed on the PSL. The Company may employ instructors who are not listed on the PSL to provide ground based training (such as classroom instruction, computer based training and flight simulator training) provided that there are no Pilots on layoff.

13-12.02. Notwithstanding 13-12.01 above, In the event new Types of aircraft are procured, or new Type airline operations are undertaken, Pilots may be utilized or contracted from outside the Company on a temporary basis for the purpose of qualifying the initial cadre of Pilots.

SECTION FOURTEEN - LAYOFF AND RECALL

14-1 LAYOFF/REDUCTIONS

14-1.01. In the event of an anticipated reduction and/or layoff, the Company shall advise the Association a minimum of forty-five (45) Calendar Days in advance of the anticipated effective date of the reduction and/or layoff.

14-1.02. Prior to any layoff(s), the Association and Company agree to meet no later than seven (7) Calendar Days of the notice in 14-1.01 above and discuss possible mitigation through offering Voluntary Layoffs, and a Personal Leave of Absence Program.

14-1.03. If Company assignments for layoff are required, the Company shall give Pilots a minimum of thirty (30) Calendar Days' notice in advance of the effective date of the layoff.

14-1.04. The thirty (30) Calendar Day notice period in 14-1.03 above shall not apply due to conditions beyond the Company's control. This shall include but not be limited to the following:

- a) A natural disaster;
- b) A strike by any other Company employee group, by employees of an airline operating on behalf of the Company, or employees of an airline affiliated with the Company;
- c) A national emergency;
- d) Involuntary revocation of the Company's operating certificate(s);
- e) Grounding of a substantial number of the Company's aircraft;
- f) A reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands; or
- g) The unavailability of multiple aircraft scheduled for delivery.

14-1.05. Upon layoff, a Pilot shall be paid out for any earned Vacation.

14-1.06. Any layoff of ninety (90) Calendar Days or less shall not result in any interruption of benefits provided for and in accordance with the Company benefit plan.

14-1.07. A Pilot who is laid off is responsible for ensuring that the People Department has the most up to date information on their address, telephone number, and email address. A Pilot shall advise the People Department in writing of any change. A Pilot will not be entitled to preference in recall if he does not comply with this requirement.

14-2 RECALL TO WORK

14-2.01. A Pilot shall retain their accumulated Seniority and continue to accrue Seniority during any period of layoff. Pay progression and Vacation entitlement shall cease to accrue upon effective date of layoff.

14-2.02. A Pilot whose qualifications have expired while on layoff shall be re-qualified at Company expense upon recall.

14-2.03. A Pilot who returns from layoff and has to return to an Awarded Base other than the one to which they were assigned prior to their layoff shall be eligible to receive compensation for relocation expenses in accordance with SECTION 23 - RELOCATION.

SECTION FIFTEEN - FILLING OF ASSIGNMENTS / POSITION BIDS

15-1 GENERAL

15-1.01. All staffing requirements will be determined by the Company.

15-1.02. The Company shall use a Preferential Standing Bid (PSB) system to provide an orderly method of applying the principles of seniority and to ensure stability for the Pilot's Base and working conditions.

15-1.03. The Company shall publish the Pilot Seniority List (PSL) no less than quarterly (Jan 15, Apr 15, Jul 15, Oct 15). The details of the PSL shall follow the requirements as outlined in SECTION 28- SENIORITY.

15-2 BASES

15-2.01. At the effective date of this Agreement, the following cities are recognized as Pilot Bases:

Pilot Base
Calgary (YYC)
Toronto (YYZ)

15-2.02. The Company and the Association agree that if the Company decides to add a new aircraft Type, then the Company shall inform the Association no later than forty-five (45) days prior to the addition of the aircraft Type.

15-2.03. The Company may add Awarded Base(s). Prior to opening a new Awarded Base, the Association will be notified at least forty-five (45) Calendar Days in advance of the first day of operation of that Awarded Base.

15-2.04. The Company shall provide the Association at least ninety (90) Calendar Days advance written notice of the planned closure date of an Awarded Base.

15-3 FILLING OF VACANCIES

15-3.01. Positions shall be filled through the PSB and, if required, Company assignments. Vacancies shall be filled in order of Seniority.

15-3.02. Only Pilots, who are that are on the PSL may be awarded a vacant Position when the PSB is completed.

15-3.03. Vacancies shall be awarded using the PSB and will be filled in order of Seniority.

15-3.04. The results of any Position awards shall be published to all Pilots on the PSL within seven (7) Calendar Days after the closing day of the bid.

15-3.05. When a First Officer is to be Upgraded to Captain, the Pilot shall only be awarded the Position if they meet the eligibility requirements as defined in the Pilot Training Manual.

15-3.06. A Pilot who is displaced shall be awarded a Position in accordance with their PSB. The Pilot may displace a junior Pilot in any Position. A displaced Pilot who fails to bid sufficient choices for Positions shall be assigned a Position by the Company in accordance with their Seniority.

15-3.07. The Company shall offer recall to all Pilots on layoff in order of Seniority prior to hiring externally.

15-3.08. If no Pilot bids to a specific Position, the Company may assign a Pilot to such Position in reverse Seniority starting with the most junior Pilot on the PSL.

15-4 PREFERENTIAL STANDING BID (PSB)

15-4.01. The Company shall utilize a web-based PSB system for bidding of Positions and the posting of awards. All awarded bids are binding unless cancelled by the Company.

15-4.02. Each Pilot will be responsible to maintain their standing bid. Once an award is issued, the award becomes binding. The Company and the Association shall not be responsible or liable for incorrect bids.

15-4.03. Once the Pilot is awarded a Position, it is the Pilots responsibility to re-submit a new standing bid.

15-4.04. Except as provided for in 15-10 - BIDDING FREEZES below, any Pilot on the PSL, including new hires are eligible to participate in any open Vacancy as they may appear in the system. New hire Pilots are eligible to participate in the PSB as long as the PSB closes on or after their second day of employment at the Company. For the participation of any Pilot, they must ensure their PSB is up to date and current at the time of the PSB closing.

15-5 POSTING OF POSITION VACANCIES

15-5.01. A Vacancy bid shall include the following;

- a) Rank
- b) Pilot Base;
- c) Anticipated number of Vacancies;
- d) Anticipated effective date for Vacancy(s); and
- e) Closing date and time

15-5.02. When a Vacancy bid is issued, unexpected Positions may become available due to Pilot movement. Pilots are expected to have their PSB up to date per 15-4 PREFERENTIAL STANDING BID (PSB) above.

15-5.03. To be considered for a Vacancy award, a Pilot is required to be available for training and to assume the posted Position after it has been awarded.

15-5.04. After the bid award is finalized, should a Pilot become unavailable to report for their awarded training date, the Company may contact the next eligible Pilot as determined by the original PSB to assign the subsequent Pilot the now vacant training seat.

15-6 REDUCTION BIDS

15-6.01. Once a notice is sent to all Pilots that a reduction of Pilots or Base closure is required, all Pilots on the PSL shall be required to submit a PSB per 15-4 PREFERENTIAL STANDING BID. Each Pilot will be required to fill all applicable slots of the PSB. The PSB for a reduction/layoff shall run for not less than fifteen (15) days.

15-6.02. Once the PSB is complete, the awarded bids shall be posted to the Pilots within fourteen (14) days, with the awards being forwarded to the awarded Pilots within seven (7) business day.

15-7 VACANCY AWARDS WHILE ON INACTIVE STATUS

15-7.01. A Pilot on Inactive Status shall return to their prior Position subject to Seniority, or fill Vacancy Positions provided they have a known return-to-work date that allows them to meet the requirements associated with the Vacancy award. The notification regarding the return-to-work date shall be submitted in writing. The Company reserves the right to determine that the documentation provided is sufficient.

15-8 UNFILLED POSITIONS/CHALLENGES - AFTER BID AWARD

15-8.01. Vacant Positions remaining after a bid award shall be filled by new-hire Pilots or in accordance with this Agreement.

15-8.02. A dispute notification period consisting of five (5) consecutive Calendar Days will begin at 0001 hours Mountain Time (MT) on the day after the bid is published. All challenges to bid awards must be made in writing to the Association or their designate, with a copy to the Assistant Chief Pilot, Crew Management or their designate. The Company will notify both the Pilot and the Association of its decision in writing within seventy-two (72) hours of receipt of the bid challenge.

15-8.03. If a bid award is determined to be incorrect and necessitate a re-run of the bid, it shall be conducted within three (3) business days using the original PSB information.

15-9 AWARDED BASE TRADES

15-9.01. Pilots holding the same Equipment and Rank in different Awarded Bases may enter into a mutual exchange of Awarded Bases by following the procedure outlined below:

- a) Pilots requesting an Awarded Base trade are required to submit in writing (via email) trade requests to the Association, with a copy to the Assistant Chief Pilot, Crew Management or designate;
- b) The Association will release the trade request via email to the Pilot group regarding the Awarded Base trade request in question. The email shall contain the names, Position, and PSL Seniority number of both Pilots involved in the trade;
- c) The trade will be posted for thirty (30) Calendar Days and if there has been no objection filed to the Awarded Base trade at the end of thirty (30) Calendar Days, the Awarded Base trade will stand.
- d) The Association will email the successful Awarded Base trade confirmation to the Pilot group and the Company no later than seven (7) Calendar Days after the trade is completed.

15-9.02. A Pilot who is senior to the most junior of the two (2) Pilots in a pending trade, may object to the trade by the procedure outlined below;

- a) Submitting a written objection (via email) to the Association, with a copy to the Assistant Chief Pilot, Crew Management, or designate during the pending period. By submitting a trade objection, the objecting Pilot is confirming their intent to replace one of the Pilots in the pending trade.
- b) Should the objecting Pilot's Seniority number be junior to one of the trading Pilots' Seniority number, the objecting Pilot may only replace the junior Pilot in the trade.

15-9.03. Once an objection is verified, the objection will become a new trade between the objecting Pilot and the non-affected Pilot. The newly resulting trade will be republished by the Association as per Section 15-9.01 (b) (c).

15-9.04. The trade shall become effective on the first day of the second Scheduling Period following the Scheduling Period in which the trade was approved (e.g. May trade effective July).

15-9.05. A Pilot participating in a trade must be currently qualified (e.g. Captain to Captain, First Officer to First Officer) for and performing the duties in the Position being traded. A Pilot who has been awarded another Position (e.g., Pilots on Inactive Status or in non-flying positions) are not eligible to participate in trades.

15-10 BIDDING FREEZES

15-10.01. A new hire First Officer will be frozen in their initial Type for a period of twelve (12) months after the successful completion of their initial line Check.

15-10.02. A Pilot who voluntarily bids and is awarded a Position where an initial training course is required shall be restricted from bidding a different Equipment Type for twenty-four (24) months from the date of completion of their Pilot Proficiency Check (PPC).

15-10.03. The freeze period shall not apply in any instance where a Pilot's current Position is a result of being reduced or displaced.

15-10.04. The above provisions shall not restrict a Pilot from bidding and being awarded an Upgrade regardless of Type (i.e., First Officer to Captain).

15-10.05. In circumstances other than those delineated in 15-10.02 and 15-10.03 above, a Pilot who voluntarily bids for and is awarded a lower Rank (i.e., Captain to First Officer) on the Equipment the Pilot currently holds will be subject to a bidding freeze of twenty-four (24) months.

15-10.06. Notwithstanding any provision in SECTION 15-10, the Company may release a Pilot from a bidding freeze.

SECTION SIXTEEN - MANAGEMENT PILOTS

16-1 GENERAL

16-1.01. Management Pilots are pilots on the Pilot Seniority List (PSL) who are excluded from the bargaining unit as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11192-U dated November 29, 2017. Management Pilots are classified as inactive for the purposes of bidding and shall not hold or bid on a Pilot Position except as provided for in SECTION 15 - FILLING OF ASSIGNMENTS/POSITION BIDS.

16-1.02. With the exception of S1/S2 Standards Pilots in Standard Crew Management positions, all other S1/S2 Standards Pilots who are assigned administrative duties are included in the bargaining unit as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11192-U dated November 29, 2017. Full-time Standards Pilots shall not be eligible to bid for a monthly line of flying.

16-1.03. A Pilot who is promoted to a Management Pilot position as per 16-1.01 above shall continue to accrue Seniority.

16-1.04. For the purposes of 16-1.02 above, only those Management Pilots who have Seniority on the PSL may continue to accrue Seniority.

16-1.05. Nothing in this Agreement shall restrict the Company's right to transfer Pilots to Management Pilot duties with the Pilot's concurrence. Management reserves the right to remove Pilots from Management Pilot duties. A Pilot may elect to return to line flying upon providing the Company with a minimum of sixty (60) days' notice prior to their intended date of return.

16-1.06. Management Pilots returning to line flying shall do so in accordance with SECTION 15 - FILLING OF ASSIGNMENTS/POSITION BIDS.

16-2 DISPLACEMENT

16-2.01. A Pilot may be displaced from any flight by a Management Pilot as per SECTION 6-10 DISPLACEMENT.

16-3 FLYING ALLOTMENT

16-3.01. Revenue flying by Management Pilots, not including any training or Checking, shall not exceed a pooled annual amount equivalent to two hundred (200) hours per Management Pilot. This pool can be allotted at the Company's discretion amongst the Management Pilots as operationally required. Non-revenue flying may be flown by Management Pilots without limits.

16-3.02. On a monthly basis, a record of all hours flown by Management Pilots shall be made available to the Association.

16-4 VACATION TREATMENT FOR MANAGEMENT PILOTS

16-4.01. When a Pilot becomes a Management Pilot, they will continue to accrue years of service for the purpose of Vacation week allotment; however, their Vacation bidding point bank will freeze until such time as they returns to regular line flying.

16-4.02. A Management Pilot who is assigned by the Company to return to line flying shall retain their previously awarded Vacation.

16-4.03. A Management Pilot who voluntarily returns to line flying shall forfeit the Vacation Blocks previously awarded and shall bid as per SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF. on the next round of bidding. The remaining Vacation allotment in the present year will be assigned by Crew Planning. For those who do not have points as per 16-4.01 above, the bidding points available for Vacation bidding will be determined by calculating the average of the bidding points held by the ten (10) Pilots junior to him on the PSL.

SECTION SEVENTEEN - MEDICAL EXAMINATIONS

17-1 TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS

17-1.01. The medical standards required by the Company to be maintained for continued employment as a Pilot shall be no more restrictive than those standards set forth in the Transport Canada regulations required to maintain an Airline Transport Pilot License (ATPL), including any waiver policies adopted by Transport Canada.

17-1.02. The Company will pay for a Pilot's annual or semi-annual Transport Canada required aviation medical (including any Audiogram, Electrocardiogram exam(s) and the administration fee assessed by Transport Canada to review the aviation medical) to a combined maximum of four hundred dollars (\$400). The choice of the Civil Aviation Medical Examiner (CAME) shall be at the sole discretion of the Pilot. If the cost of the medical is not directly billed to the Company, the Pilot has thirty (30) days to submit the expense to the Company. Any submission received after thirty (30) days shall not be reimbursed.

17-1.03. Upon successful completion of a medical examination for the renewal of a Transport Canada Medical Certificate, the Pilot shall be responsible for providing a copy of their validated medical certificate to Crew Training in accordance with the Company Operating Manual.

17-1.04. Any information obtained by, or as a result of, a Transport Canada medical examination, with the exception of medically based restrictions and/or limitations, shall be strictly confidential between the CAME and the Pilot and shall not be divulged to any other person without the express written consent of the Pilot. In the event of a Transport Canada medical examination that results in the issuance of a Transport Canada Medical Certificate with medically based restrictions and/or limitations, the Company may require reasonable additional information.

17-2 COMPANY REQUIRED MEDICAL EXAMINATIONS

17-2.01. A Pilot shall be required to undergo an examination by a Civil Aviation Medical Examiner (CAME) of the Company's choosing to determine whether the Pilot is medically qualified to perform their duties if the Company has reasonable cause to question the Pilot's ability or inability to perform their duties. Nothing in this Agreement shall preclude a CAME from exercising their discretion to refer to any other medical professional, specialist or otherwise.

17-2.02. The Company shall provide a letter to the Pilot with the reason(s) for the examination request.

17-2.03. An Active Pilot who is required to undergo a medical examination pursuant to 17-2.01 above shall be held out of service with no loss of pay up to and including the

receipt of the medical findings report from said examination. If a Pilot is found to be unfit, they will be placed on Sick Leave in accordance with SECTION 19 -SICK LEAVE.

17-2.04. The cost of any examination required by the Company shall be paid by the Company (to include expenses such as the MCR in accordance with SECTION 9- MEAL COST REPLACEMENT when required to travel outside their Awarded Base to accomplish examinations or testing).

17-2.05. Any Pilot who disagrees with the findings of the Company's chosen CAME in 17-2.01 above, may, at their option, have a review of their case in the following manner:

- a) They may employ a qualified CAME of their own choosing and at their own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the CAME in 17-2.01 above.
- b) A copy of the findings of the CAME chosen by the Pilot will be furnished to the Company's chosen CAME, and in the event that such findings verify the findings of the Company's chosen CAME in accordance with 17-2.01, above, no further medical review of the case will be afforded.
- c) In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the CAME designated by the Company, the Company will, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third and independent Medical Examiner, preferably a specialist, provided the Pilot makes such request within seven (7) Calendar Days of being notified of the Pilot's CAME's determination. If a Pilot does not request a third independent medical examination within seven (7) Calendar Days of issuance of the findings of the CAME in SECTION 17-2.05(a), the findings of the CAME in Section 17-2.01 will stand.
- d) The case will be settled on the basis of the findings of the independent Medical Examiner.
- e) The expense of employing the independent medical examiner will be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of such Medical Examiner's report will be furnished to the Company and to the Pilot.
- f) When an Active Pilot is removed from flying status by the Company as a result of their failure to pass the Company's medical examination and appeals such action under the provisions of this Section, they will, if such action is proved to be unwarranted, be paid retroactively for all time lost in an amount which they would have ordinarily earned had they continued on flight status during such period providing the Pilot obtains the conflicting CAME's report, under Section 17-2.05 c), within a reasonable time after issuance of the Company CAME's report.

- g) If the Pilot requests the third independent medical examination and the examination determines that the Pilot is not fit for duty, the Pilot will be returned to their prior inactive status.
- h) If through this process the results of the third independent medical examination determine the Pilot is fit for duty, the Pilot shall be expected to report for duty as provided for in SECTION 6-2 RETURN TO DUTY. Failure to report for duty may result in disciplinary action, up and to including the cessation of employment.

SECTION EIGHTEEN - LEAVES OF ABSENCE

18-1 GENERAL

18-1.01. Unless otherwise specified in this Agreement, a Pilot on a Leave of Absence shall retain and continue to accrue Seniority.

18-2 PERSONAL LEAVE OF ABSENCE (PLOA)

18-2.01. A Pilot may request an unpaid Personal Leave of Absence (PLOA), for a period of up to six (6) months, by providing a written request to the Assistant Chief Pilot, Crew Management. Except for circumstances beyond the control of the Pilot, such request 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 the PLOA if it is for good reason and does not unduly interfere with operations.

18-2.02. A Pilot who is on a PLOA shall have the option to maintain health, dental, STD/LTD, employee/spouse optional life, employee/dependent life and AD&D benefits for ninety (90) Calendar Days following the commencement date of the PLOA as if they were in an Active status. The foregoing will be subject to the terms and conditions of the Company benefits plan.

18-2.03. A Pilot may exercise their bidding rights while on a PLOA; however, if they are a successful bidder they must return from their PLOA for training on the date specified by the Company.

18-2.04. Should a PLOA extend into a new calendar year, a Pilot shall be paid out the difference between any earned Vacation and any Vacation taken during the previous calendar year.

18-2.05. A Pilot which is on an approved PLOA shall have travel privileges in accordance with the Company Travel Privileges Policy.

18-3 MATERNITY AND/OR PARENTAL LEAVE

18-3.01. Pilots are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the Canada Labour Code.

18-3.02. Upon the Pilot's request, the Company shall provide a pregnant Pilot with a maternity uniform.

18-3.03. A Pilot requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Pilot 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 Pilot's anticipated departure date and shall be accompanied by a medical certificate from the attending physician stating the expected delivery date.

18-3.04. Notwithstanding 18-3.03 above, the leave may end earlier at the written request of the Pilot 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 Pilot shall provide the Company with notice in writing as soon as possible.

18-3.05. A Pilot who wishes to continue parental care beyond the scope of the parental leave described in this Section may request a PLOA in accordance with 18-2.01 above.

18-3.06. During a period of maternity or parental leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue length of service and Seniority as per 18-1.01 above; and,
- c) A Pilot on MAT/PAT leave shall maintain travel privileges equivalent to being an Active Pilot in accordance with the Company Travel Privileges Policy.

18-4 JURY DUTY LEAVE

18-4.01. A Pilot who is summoned for jury duty will provide a copy of the jury duty Notice to the Assistant Chief Pilot, Crew Management or designate as far as possible in advance of the scheduled jury duty. The Assistant Chief Pilot, Crew Management or designate shall be notified by the Pilot immediately after release from jury duty in order that the Pilot may return to Active duty. A Pilot will be pay protected, at straight-time rates, for each jury duty day falling on a scheduled Duty Period or for the Pilot's Minimum Monthly Guarantee where the requirement to serve on a jury exceeds one or more scheduling periods. A Pilot must provide the Assistant Chief Pilot, Crew Management or designate documentation from the court showing the dates and times the jury duty was served.

18-4.02. During a jury duty leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue length of service and Seniority as per 18-1.01 above; and,
- c) Maintain travel privileges equivalent to being an Active Pilot in accordance with the Company Travel Privileges Policy.

18-5 COURT APPEARANCE LEAVE

18-5.01. If a Pilot receives a summons or a subpoena to appear in court, including any proceeding before an administrative or regulatory tribunal, the Pilot shall be removed from the schedule until excused by the court or the administrative or regulatory tribunal. It is understood the Pilot shall be granted leave with pay if the matter is related to their job duties with the Company. A Pilot who is summoned or is subpoenaed to appear in court, or before an administrative or regulatory tribunal, will provide a copy of the summons or subpoena to the Assistant Chief Pilot, Crew management or designate as soon as possible.

18-5.02. During a court appearance leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue length of service and Seniority as per 18-1.01 above; and,
- c) Maintain travel privileges equivalent to being an Active Pilot in accordance with the Company Travel Privileges Policy.

18-5.03. If a Pilot receives a summons or a subpoena to appear in court, including any proceeding before an administrative or regulatory tribunal, the Pilot shall be removed from the schedule until excused by the court or the administrative or regulatory tribunal. It is understood the Pilot shall be granted leave without pay if the matter is unrelated to their job duties at the Company unless they are able to either trade a conflicting Pairing or move their court date.

18-5.04. The provisions of 18-5.01 and 18-5.02 above will not apply in circumstances where the Company is engaged in court proceedings against a Pilot for any matters outside the provisions of SECTION 25 - DISCIPLINE AND DISMISSAL.

18-6 BEREAVEMENT LEAVE

18-6.01. On the occasion of a death as outlined in 18-6.02, the Pilot shall advise the Assistant Chief Pilot, Crew Management or designate, of the requirement for time off for Bereavement.

18-6.02. A Pilot shall be entitled to paid time off from work under the following provisions:

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

18-6.03. Notwithstanding 18-6.02 above, if a Pilot is not fit to return to duty after the timelines outlined above., the Pilot may advise the Assistant Chief Pilot, Crew Management or designate in writing of the need for further time off. This time off may be extended up to five (5) additional days off without pay. Such notice shall not be unreasonably denied.

18-6.04. For purposes of pay reconciliation, a Pilot will be pay protected for the actual Scheduled Credited Hours they are absent due to Bereavement leave.

18-7 RETURN TO SERVICE

18-7.01. A Pilot shall coordinate their return to service and return to work date as per the same conditions as reflected in SECTION 15 - 7.01 FILLING OF ASSIGNMENTS/POSITION BIDS and SECTION 6-2 RETURN TO DUTY with the Assistant Chief Pilot, Crew Management or their designate.

18-7.02. If no training is required, the Company will return the Pilot to duty immediately. If training is required, the Pilot will be scheduled for the next available training class and the Pilot will be returned to pay status on the day they commence the required training. A Pilot shall not be held from returning to pay status longer than fourteen (14) days following the date of the employee's return to work as per 18-7.01 above.

SECTION NINETEEN - SICK LEAVE

19-1 GENERAL

19-1.01. Sickness is defined as illness of a Pilot and includes injuries received while off duty.

19-1.02. When a Pilot is unable to report for a Duty Period due to Sickness, Crew Scheduling must be notified by phone as soon as possible.

19-1.03. The Pilot shall, if requested by the Company within fifteen (15) days after their return to work, provide the Company with a certificate from a qualified medical practitioner certifying that the Pilot was incapable of working due to illness or injury for a specified period of time, and that period of time coincides with the absence of the Pilot from work.

19-1.04. The cost of a doctor's certificate as per 19-1.03 will be borne by the Company provided proper proof of payment has been submitted to the Chief Pilot or designate.

19-1.05. All benefits and entitlements in this Agreement shall continue to accrue while on Sick Leave, until such time as the Pilot is approved for transition to Short Term Disability (STD). Should a Pilot be approved for STD, refer to SECTION 20 - BENEFITS.

19-2 SICK LEAVE CREDIT

19-2.01. Each Active Pilot shall be provided with sixty (60) Credit Hours of Sick Leave per calendar year, effective January 1. For a new hire Pilot or for a Pilot returning to Active duty, the sixty (60) Credit Hours will be prorated from the date of hire to the end of the calendar year. Employees hired before the 16th of the month shall receive Credit for that month.

19-2.02. Sick Leave Credit(s) shall carry over to the following calendar year. The maximum banked Sick Leave hours will be one hundred and twenty (120) Credit Hours.

19-2.03. Sick Leave bank Credits will not be paid for any overtime Assignments not completed, nor will Sick Leave Credits be deducted from a Pilot's Sick Leave bank.

19-2.04. A Pilot who is on STD or LTD shall retain their current Sick Leave bank Credits but shall not accrue additional Credits while on STD or LTD.

19-3 SHORT TERM DISABILITY APPLICATION

19-3.01. After seven (7) continuous Calendar Days of Sickness for the same illness or injury, a Pilot shall apply for STD subject to the provisions of the STD plan.

19-4 RETURN TO DUTY FROM SICK LEAVE

19-4.01. When a Pilot advises Crew Scheduling that they are fit to return to duty from Sick Leave they shall be subject to Assignment of duty in accordance with SECTION 6-2 RETURN TO DUTY.

19-4.02. The Pilot shall inform Crew Scheduling that they are fit to return to duty no later than 1800 local Base time the Calendar Day prior to their next Duty Period. Failure to do so will result in the Pilot's sick bank being debited for the Credit Hours associated with the Duty Period.

19-5 SICK BANK RECONCILIATION

19-5.01. If a Pilot calls in sick they will have their Credit Hours reconciled as follows;

- 1) If they do not report for any days of the scheduled Pairing the Pilot's sick bank shall be deducted for the total Scheduled Credit Hours of the Pairing.
- 2) If they report for a Duty Period during a portion of the days of their scheduled Pairing;
 - a. Credit Hours earned for all days completed will be reconciled in accordance with SECTION 4-5.02 - PAIRING CREDIT RECONCILIATION.
 - b. Credit Hours for days the Pilot did not report due to illness;
 - i. Sick bank shall be deducted according to the Scheduled Credit Hour value each day the Pilot misses.
 - c. For partial days completed sick bank Credits will be utilized for the difference between Scheduled Credit Hours and actual Credit Hours earned.

19-5.02. In situations where a Pilot has called in sick and has insufficient sick bank Credits to be deducted from the bank in 19-5.01 above the deduction shall be reconciled as follows;

- a) If the Pilot's Monthly Credit is below the Minimum Monthly Guarantee (MMG) then the Credit Hours not earned after the sick bank has been exhausted shall be deducted from their MMG; or
- b) If the Pilots Monthly Credit is above the MMG then the Credit Hours not earned after the sick bank has been exhausted shall be deducted from their Monthly Credit.

SECTION TWENTY-BENEFITS

20-1 GENERAL

20-1.01. The Company agrees to maintain coverage under a flexible group benefit plan for eligible Pilots covered by this Agreement, from the first day of Active work.

20-1.02. The Company will provide a program that consists of the following types of benefits:

- a) Extended Health;
- b) Out of Country/Out of Province Emergency Travel Medical;
- c) Dental
- d) Group Life;
- e) Accidental death and dismemberment;
- f) Short-term disability;
- g) Long-term disability;
- h) Critical Illness;
- i) Health Spending Account;
- j) Personal Spending Account;

20-1.03. The vendor policies govern with respect to decisions related to the policy administration and adjudication of insurance coverage and benefits and is, therefore, not subject to the Grievance and arbitration procedure under this Agreement.

20-1.04. The Company shall pay the premium or cost, as applicable, for the following benefits:

- a) Extended Health (standard);
- b) Out of Country/Out of Province Emergency Travel Medical;
- c) Dental (standard);
- d) Group Life (1x);
- e) Accidental death and dismemberment (1x);
- f) Short-term disability.

20-1.05. Pilots shall be responsible to cover any additional cost for options selected, other than the options outlined in 20-1.04 above.

20-1.06. Pilots shall pay for 100% of their long-term disability premiums.

20-1.07. Pilots shall be required to maintain the following mandatory coverage:

- a) Out of Country/Out of Province Emergency Travel Medical;
- b) Group Life;
- c) Accidental death and dismemberment;
- d) Short-term disability;
- e) Long-term disability.

20-1.08. The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s). If the Company exercises its right to change the insurer, the Company shall notify the Association of its intent prior to the change.

20-1.09. The Company shall provide the Association with thirty (30) Calendar Days' notice of any premium cost change. For any premium increases to a benefit program paid by the Pilot or subject to cost-sharing, the Company shall provide the Association the basis for the premium increase.

SECTION TWENTY-ONE - NEW EQUIPMENT

21-1 GENERAL

21-1.01. In the event Equipment not covered by this Agreement is to be introduced by the Company, the Company shall provide written notice to the Association no less than one hundred and twenty (120) Calendar Days prior to the date upon which the Equipment will enter service.

21-1.02. The application of rates of pay and working conditions for this Equipment will be the subject of negotiations between the parties.

21-1.03. Negotiations shall begin within fourteen (14) Calendar Days after a written notice to commence negotiations has been issued by either Party unless otherwise mutually agreed between the Company and the Association.

21-1.04. After sixty (60) Calendar Days following the commencement of negotiations between the parties, if the Company and the Association have not reached agreement on the appropriate rates of pay and working conditions, either Party may submit the matter to arbitration in accordance with SECTION 27- ARBITRATION.

21-1.05. The Company may establish rates of pay and working conditions for affected Pilots flying such aircraft and may operate the Equipment prior to reaching an agreement with the Association on all disputed issues, or the issuance of an arbitrator's final decision, whichever is applicable. The parties agree that any agreement between the parties or the arbitrator's decision will be retroactive to the date the Equipment entered service.

SECTION TWENTY-TWO - MISSING AND INTERNMENT

22-1 MISSING/INTERNMENT/HOSTAGE/PRISONER OF WAR

22-1.01. If the Company operates into an area where there is a known war or terrorism and the Pilot is killed as a result of war or terrorism, the Company will provide a death benefit (“Death Benefit”) to the Pilot’s designated beneficiary in the amount of up to one million dollars (\$1,000,000) to be paid in the form of a lump sum less any applicable withholdings or deductions under the following conditions:

- a) Coverage is excluded or denied by the insurer(s) under any applicable life insurance policy provided under this Agreement due to the event of war or terrorism.
- b) The Death Benefit shall only be payable upon exclusion or denial of coverage as set out in paragraph a) above. For greater clarity, any insurer(s) under any applicable life insurance policy under this Agreement shall be deemed to be the first payor(s) for the purposes of this Section.
- c) Any entitlement to the Death Benefit shall not exceed the amount to which the Pilot would have been entitled under any applicable life insurance policy under this Agreement, notwithstanding the exclusion or denial of coverage.
- d) Nothing in this Section constitutes a waiver or a release of any rights the Company may have to seek recovery of the Death Benefit or any portion thereof in the event of an overpayment including, but not limited to, any payment of the Death Benefit by the Company where the insurer(s) subsequently also provides coverage under any applicable life insurance policy provided under this Agreement. The parties agree that they cannot use the Grievance process under this Agreement to seek or contest the recoupment of any alleged overpayments of the Death Benefit.

22-1.02. Any Pilot who, while engaged in the Company's operations (to include any time spent on a layover away from a Pilot’s Base) is reported missing shall be entitled to the continuance of all pay, benefits, Seniority and applicable travel privileges under this Agreement or any applicable Company policy as may be amended from time to time by the Company until the earlier of the time that: (i) they are determined to be fit for duty , (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction; or, twenty-four (24) months following the date they went missing.

22-1.03. Any Pilot who, while engaged in the Company operations (to include any time spent on a layover away from a Pilot’s Base), is interned, captured, held as a hostage or as a prisoner of war or terrorism, shall be entitled to the continuance of all pay, benefits, Seniority, and applicable travel privileges under this Agreement or any

applicable Company policy as may be amended from time to time by the Company, until the earlier of the time that: (i) they are determined to be fit for duty , (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction.

22-1.04. Any Pilot who is subject to the conditions in 22-1.02 shall be entitled to all pay and benefits continuation applicable to an Active Pilot. Pay shall be the applicable monthly pay guarantee.

22-1.05. Any payments shall be credited to the Pilot and disbursed in accordance with their written directions in accordance with applicable law. The Company shall require such written directions from each Pilot using the form set out in SECTION 22-2 (DESIGNATION OF BENEFICIARY LETTER).

22-1.06. Should a Pilot not have completed the Designation of Beneficiary Letter in this Section, any pay due to the Pilot under this Section shall be held by the Company for any such Pilot in an interest-bearing account in the Pilot's name. In the event the Pilot's death is established in fact or deemed by a competent court of appropriate jurisdiction or at the end of the twenty-four (24) month period in 22-1.02 noted above if applicable, all monies shall be paid to the legal representative of their estate subject to all applicable law.

22-1.07. Any amounts paid by the Company that are credited to the account of a Pilot or paid to their beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.

22-1.08. Pilots shall maintain and continue to accrue Seniority for all purposes, during any period applicable in accordance with 22-1.02 and 22-1.03 above. Their return shall be governed as if they had been on a Leave of Absence in accordance with SECTION 18 - LEAVES OF ABSENCE.

22-1.09. The pay, benefits, Seniority, and applicable travel privileges provided for in this Section shall not apply to any Pilot whose willful misconduct or gross negligence caused him to be missing, interned, captured, held as a hostage or as a prisoner of war or terrorism, and results in their unavailability for duty.

22-1.10. Should the Company decide not to provide the pay, benefits, Seniority and applicable travel privileges under this Section to a Pilot, the Company will provide the reason(s) for its decision to the Association. The Association may refer the matter to expedited arbitration.

22-1.11. Notwithstanding the above, the Company shall only pay the difference between the payment provided for in this Section and the amount of any pay provided for under legislation respecting persons who are reported missing, or interned, captured, held as a hostage or as a prisoner of war or terrorism.

22-2 DESIGNATION OF BENEFICIARY

To: WestJet Encore, Ltd.

DATE:

You are hereby directed to pay all monthly pay allowable to me, while missing, interned, captured, held as a hostage or as prisoner of war or terrorism, under the terms of SECTION 22 - MISSING AND INTERNMENT of the Collective Agreement or any subsequent specific agreement between WestJet, Encore Ltd., and the Airline Pilots in the service of WestJet, Encore Ltd., as represented by the Air Line Pilots Association as follows:

_____ % per month to _____
Name

Address

as long as living.

_____ % per month to _____
Name

Address

as long as living.

The balance, if any, and any amounts accruing after death of all persons in the above designation shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate subject to all applicable laws.

The foregoing direction may be modified from time to time by letter signed by the undersigned and any modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

I, on my behalf and on behalf of my estate, assigns, agents or successors hereby indemnify, save and hold harmless the Company, its directors, officers, employees, agents, affiliates, assigns or successors, from any claims, demands, or losses howsoever arising made by any parties with respect to any such payments.

The above two paragraphs do not affect the ability of myself or the Association on my behalf to grieve whether payments have been made in accordance with this direction or SECTION 22 - MISSING AND INTERNMENT.

Pilot's Signature

SECTION TWENTY-THREE - RELOCATION

23-1 RELOCATION AT COMPANY EXPENSE

23-1.01. The Company shall only provide relocation assistance to Pilots in the following circumstances:

- a) To a Pilot who is displaced out of an Awarded Base and is required to move to a different Awarded Base;
- b) When the Company closes an Awarded Base and the Pilot has the Seniority to displace to a different Awarded Base;
- c) To a Pilot who has been recalled from layoff and assigned to an Awarded Base other than the Awarded Base that they held at the time of the layoff.

23-2 CRITERIA FOR RELOCATION AT COMPANY EXPENSE

23-2.01. Eligible relocation shall be paid by the Company provided the Pilot physically and for all purposes relocates their Canadian Designated Primary Residence to the Pilot's new Awarded Base provided all of the following conditions are met:

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

23-3 RELOCATION SERVICES

23-3.01. The Company shall provide the services of a relocation provider as per the Company Crew Member Relocation Policy. The Pilot shall be assigned with a relocation counselor for the full duration of the relocation. Eligible Pilots are required to manage relocations through the Company's relocation provider.

23-4 RELOCATION ASSISTANCE

23-4.01. The maximum of all associated relocation costs, shall not exceed a combined total of forty thousand dollars (\$40,000) for relocation costs, inclusive of all costs outlined in 23-4.02 below. All costs shall be managed by the Company's relocation provider.

23-4.02. If a Pilot owns their Canadian Designated Primary Residence, the Company shall reimburse the following costs associated with the sale of the residence and

subsequent purchase of a residence at the Pilot's new Canadian Designate Primary Residence (if applicable) up to a total maximum of thirty thousand dollars (\$30,000):

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

23-4.03. Eligible relocation expenses shall be reimbursed only if the Pilot submits a detailed receipt for each applicable item to the Relocation provider. Expenses must be submitted within six (6) months of the move to the new location.

23-4.04. If a Pilot rents a Canadian Designated Primary Residence, the fees paid because of early termination of the lease on the Pilot's Canadian Designated Primary Residence shall be reimbursed. up to a maximum of three (3) months' rent. Any amount charged for damages to the rental property shall not be covered by the Company.

23-4.05. The Company shall cover expense(s) of relocating up to two (2) vehicles that are either moved, shipped or driven up to a maximum of three thousand (\$3000) dollars for two (2) vehicles or a maximum of up to fifteen hundred (\$1500) dollars for one (1) vehicle. If a vehicle is driven for relocation purposes, the Pilot shall be reimbursed in accordance with the automobile allowance rates as per the Canadian Revenue Agency.

23-4.06. The Company shall pay to move up to 14,000 lbs. of the Pilot's household goods, not exceeding a maximum total cost of sixteen thousand six hundred (\$16,600) dollars. The household move shall include packing, shipping and storage of goods to a maximum of sixty (60) days. Only relocations to and from Canadian residences will be covered.

23-4.07. The Company shall provide house hunting trip(s) and reimburse reasonable costs in accordance with the Company Crew Member Relocation Policy. The house-hunting trip must be completed on the Pilot's personal days off and shall not be blocked or paid time.

23-5 TIME OFF FOR RELOCATION

23-5.01. Pilots who are eligible for relocation assistance shall receive five (5) guaranteed consecutive days off with pay at four (4.0) hours per day.

23-5.02. A Pilot must submit their request for the above leave to the Assistant Chief Pilot, Crew Management or designate, at least seventy-two (72) hours prior to the close of monthly bidding for the month the Pilot is requesting the leave.

23-5.03. If a request is made after the deadline above, the request shall be granted subject to operational requirements or at another mutually agreeable time.

23-5.04. Picking up extra flying during these days off shall not be allowed or offered.

23-6 PROOF OF RELOCATION DOCUMENTATION

23-6.01. Pilots shall be required to provide proof of relocation including but not limited to lease and real estate documents, as applicable.

23-7 CLAW-BACK OF COMPANY PAID RELOCATION

23-7.01. The cost of a paid move to a Pilot shall be amortized over a period of twelve (12) months. Any Pilot who has received a paid move relocation and who voluntarily leaves the employment of the Company within the twelve (12) months of relocating shall be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.

SECTION TWENTY-FOUR-FLIGHT SAFETY, ACCIDENTS/INCIDENTS, FLIGHT DATA

24-1 INCIDENT OR ACCIDENT NOTIFICATION

24-1.01. The Central Air Safety Committee Chair (CASC) will be notified electronically by the Company of any Transportation Safety Board of Canada (TSB) reportable incident or accident.

24-2 PILOT HELD OUT OF SERVICE

24-2.01. Where a Pilot is involved in an incident or accident related to the operation of an aircraft while on duty, the Company may hold the Pilot out of service, pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the TSB or any other investigative body with jurisdiction.

24-2.02. A Pilot held out of service as per 24-2.01 above shall be paid full Credit Hours for the scheduled block as if it was flown. Should the Pilot be held out of service into subsequent Scheduling Periods, the Minimum Monthly Guarantee shall apply.

24-3 ACCIDENT INVESTIGATIONS

24-3.01. In cases involving an aircraft accident related to the operation of a Company aircraft while on duty, outside of the initial requirement to report the event to their controlling flight dispatcher, a Pilot shall not be required to commit themselves verbally or in writing to any representative of the Company for a period of twenty-four (24) hours following the accident unless:

- a) They have had the opportunity to be represented by the Association (or IFALPA if applicable); and,
- b) They have been afforded the opportunity to undergo a medical examination by a medical examiner approved by the Association (or IFALPA if applicable) and the Company.

24-3.02. Notwithstanding anything in this Section, to the extent feasible, a Pilot, along with an Association representative (IFALPA if applicable) shall discuss with the designated Company representative(s) prior to providing any statement or meeting with any Transport Canada, the TSB or any other investigative body with jurisdiction subject to all applicable law.

24-3.03. Unless prohibited by law, throughout any Company investigation pursuant to this section, the Pilot involved and/or their Association representative(s) may, upon request, and in conjunction with the designated representative(s) of the Company, review information in relation to the accident or incident.

24-4 ACCIDENT INVESTIGATION PARTICIPATION

24-4.01. The Company shall notify the Association of all accident investigations involving Company Pilots. The Company shall grant immediate Association release for up to four (4) Pilots designated by the MEC Chairman to participate in the aircraft accident investigation if invited to participate through the party process of any investigative body with jurisdiction.

24-4.02. A Pilot requested or required by the Company or an appropriate investigating body with jurisdiction to participate in an aircraft accident investigation involving Company aircraft shall do so without loss of pay. Should a Pilot be required to travel, the Company shall provide positive space travel at no cost to the Pilot.

24-5 AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES

24-5.01. The Company and the Association agree that the use of electronically recorded flight data can be used to enhance flight safety, provide relevant and accurate information to assist in accident/incident investigation, as well as to provide economic benefit through preventative maintenance and enhancements to Standard Operating Procedures (SOPs), air navigation planning programs or aircraft manufacturer assessment programs.

24-5.02. It is agreed that no electronic recording and reporting devices of any kind, and no recorded data obtained or derived from the Cockpit Voice Recorders (CVR), Flight Operations Quality Assurance Programs or Flight Data Monitoring Programs (FOQA/FDM), ACARS, ICAS, FMS, Video Recorders, Quick Access Recorders (QARs) or any Flight Safety Program will be employed to monitor, nor to electronically check, the judgment, ability, performance or technique of any individual Pilot. This does not preclude the use of de-identified information in programs as mutually agreed to by the Company and the Association.

24-5.03. Except when required by law no information or data derived, developed or obtained from or as a result of a Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices will be used by the Company, a Pilot, or the Association in any civil, administrative, penal, criminal, disciplinary, discharge or termination action or proceeding of any kind. Nor shall any data or information obtained as a result of knowledge derived from a Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices be used, nor permission granted for use, as the basis of, or in justification of any such civil, administrative, penal, criminal, discipline, discharge, or termination action or proceeding of any kind.

24-5.04. Unless required by law or regulation, no additional recording devices that capture identified data for flight safety or maintenance purposes will be installed without the mutual agreement of the Association and the Company.

24-5.05. Except as required by law or regulation, CVR and/or FDR data shall not be retrieved by the Company for any reason other than maintenance purposes or any mutually agreed upon programs between the Association and the Company.

24-5.06. In the event of an incident or accident investigation, access to data or other information from any data recorder shall be strictly limited to the following persons:

- a) The Pilots concerned;
- b) Incident or accident investigators from the investigative body with jurisdiction;
and,
- c) Association and Company representatives comprising the investigating team.

24-5.07. The Company shall make every reasonable effort to ensure the security of all data or other information obtained from data recorders against unauthorized removal and/or playback.

24-5.08. The Company shall not release any CVR and/or FDR data or other factual information obtained from data recorders to either the general public or any news media without the prior approval of the Association and the Pilot(s) (or his (their) Representative(s)).

24-6 FLIGHT DATA MONITORING (FDM) COMMITTEE

24-6.01. There shall be a joint FDM Committee which will manage the FDM program and report to the Vice President, Flight Operations. It shall be composed of Company and Association representatives reflective of fleet Types being operated. The Association Committee member(s) will be appointed by the MEC Chairman.

24-6.02. Data obtained or derived from the FDM Program is to be de-identified in such a manner as to guarantee that the identity of any Pilot involved will not be known to anyone, except the Association Pilot Representative Gatekeeper, FDM Analyst, and/or the FDM Program Manager. Gatekeepers may interview Pilots for the purpose of better understanding specific exceedance events.

24-6.03. It is agreed that any programs utilized to read/analyze recorded flight data for the FDM program, Flight Operations, Flight Technical Operations, or any third party will not be introduced without mutual agreement of the Company and the Association.

24-6.04. The FDM Committee shall meet at least on a quarterly basis in order to oversee operations of the FDM Program.

SECTION TWENTY-FIVE - DISCIPLINE/DISMISSAL

25-1 JUST CAUSE

25-1.01. A Pilot who has completed their probationary period will not be disciplined or dismissed without just cause.

25-2 HELD OUT OF SERVICE PENDING INVESTIGATION

25-2.01. Where disciplinary or dismissal action is contemplated, the Pilot involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits or Seniority, to provide the Company with sufficient time to investigate.

25-2.02. No later than twenty-four (24) hours after notifying a Pilot that they are to be held out of service pending investigation, the Company will advise the Pilot and the Association of the reason for the Company's decision to hold the Pilot out of service.

25-2.03. During the period a Pilot is held out of service, they shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.

25-2.04. A Pilot who is held out of service pending investigation shall be entitled to bid for Vacancies, monthly schedules, and Vacations so that if and when they are returned to duty, they shall resume their duties to which they are entitled.

25-3 NOTIFICATION OF ALLEGATIONS

25-3.01. Except where doing so may reasonably compromise the investigation, prior to any investigative meeting which may result in discipline or dismissal, the Company shall advise a Pilot who is the subject of an investigation of the general nature of the allegation(s) made against him.

25-4 INVESTIGATIVE MEETINGS

25-4.01. Any investigative meeting or hearing shall be held at the Pilot's Awarded Base unless the Company determines that circumstances warrant a different location. Investigative meetings that may result in discipline or dismissal shall be held in person unless the Company and Association agree otherwise.

25-4.02. The Pilot who is the subject of an investigation which may result in discipline or dismissal may request the presence of an Association representative. During any investigation which may result in discipline or dismissal, the Company recognizes the right of the Association to represent the Pilot who is the subject of the investigation should the Pilot elect representation by the Association. The Association shall make every reasonable effort to have an Association representative available for an

investigative meeting. Should an Association representative not be reasonably available for the investigative meeting scheduled by the Company, the Company will consider in good faith any reasonable request by the Association for an extension to obtain one. Any Association request for an extension will not be unreasonably denied. Any rights to Association representation pursuant to this paragraph shall not apply to the scheduling and administration of any drug or alcohol testing. However, the foregoing does not preclude representation subsequent to such testing.

25-4.03. If the investigative meeting is held during a Pilot's Duty Period, no additional pay or benefits shall be paid for such attendance.

25-4.04. If the investigative meeting is held on a Pilot's Day Off, they shall receive three (3.0) Credits.

25-5 FINDINGS

25-5.01. Once the investigation is complete, the Company will notify the Pilot and, where the Pilot has requested representation from the Association, the Association of the outcome.

25-5.02. When disciplinary action or dismissal is taken, the Pilot will be so notified in writing, with a copy to the Association, stating the reason(s) for and the actions to be taken.

25-6 DISCIPLINARY DOCUMENTS

25-6.01. Discipline will remain 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 from the date of issuance for any further discipline provided there has been no reoccurrence of a similar infraction.

25-7 FILING OF A GRIEVANCE

25-7.01. A Pilot who has been disciplined or dismissed may file a Grievance in accordance with SECTION 26 - GRIEVANCES.

25-8 NON-DISCIPLINARY CORRECTIVE ACTION

25-8.01. Notwithstanding any other provision in this section above, the Company may use non-disciplinary Letters of Expectation to correct a Pilot's conduct.

SECTION TWENTY-SIX - GRIEVANCES

26-1 INITIATION

26-1.01. "Grievance" in this Section and throughout this Agreement means a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement.

26-1.02. Either the Company or the Association may file a Grievance pursuant to this section.

26-1.03. Prior to filing a Grievance, a Pilot having a complaint shall first discuss such complaint with the Chief Pilot or designate, who shall make every effort to promptly resolve the complaint.

26-1.04. The Company shall not be required to consider any Grievance which has not been filed within thirty (30) Calendar Days after the Pilot(s) became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute.

26-1.05. A Pilot who has a Grievance ("Individual Grievance") or a group of Pilots having a Grievance dealing with the same issue ("Group Grievance"), shall deal with the Grievance in accordance with SECTION 26-2 through SECTION 26-4 below.

26-1.06. A Grievance arising directly between the Company and the Association (which could not be grieved by an individual employee) shall be initiated by either the Company ("Company Grievance") or the Association ("Policy Grievance") at STEP TWO below.

26-1.07. A Grievance concerning the dismissal of a Pilot may be initiated at STEP TWO.

26-1.08. Grievances submitted by a Pilot, group of Pilots or the Association shall be submitted in writing via email to both the Chief Pilot or designate and the People Relations designate. Grievances submitted by the Company to the Association shall be submitted in writing via email to the MEC Chairman or designate. In both instances written Grievances shall include the following:

- a. The name(s) of the grievor(s);
- b. The nature of the Grievance;
- c. A summary of the circumstances giving rise to the Grievance;
- d. The section(s) in this Agreement that are alleged to have been violated; and,
- e. The remedy sought.

26-1.09. Inadvertent errors or failures of transmission during the email communications process which results in either the Chief Pilot or designate, or the Peoples Relations designate, or results in the MEC Chairman or their designate not receiving the Grievance

in the manner contemplated in 26-1.08 above shall not render the Grievance to be invalid.

26-1.10. The Company, the Association, a Pilot, or a group of Pilots, may submit a Grievance on any matter concerning this Agreement without discrimination, reprisal, or the threat thereof, for doing so.

26-2 GRIEVANCE PROCEDURE

If a Grievance is not submitted to the next step by the Association within the prescribed time-limits, the Grievance will be deemed abandoned. If the Company does not hold a Grievance hearing or issue a written reply to a Grievance within the prescribed time-limits, the Grievance will proceed to the next step of the Grievance procedure. The time-limits may be waived, combined or extended only by mutual written agreement of the Company and the Association.

26-2.01. STEP ONE:

A Pilot who has a Grievance, or group of Pilots having a Grievance dealing with the same issue, shall submit it in writing to his/their Chief Pilot or designate and People Relations designate. The Chief Pilot or designate and/or a designated People Relations representative shall hold a hearing upon the Grievance at a mutually convenient time within fourteen (14) Calendar Days of the submission of the Grievance, and issue a decision in writing no later than fourteen (14) Calendar Days following the Grievance hearing.

26-2.02. STEP TWO:

If the decision of the Chief Pilot and/or designated People Relations representative is not acceptable to the grievor(s) or is not rendered within fourteen (14) Calendar Days of the hearing, then the Grievance may be submitted in writing to the Vice President, Flight Operations, or designate, and the designated People Relations representative, within fourteen (14) Calendar Days of the receipt of the decision, or the date the decision should have been received. The Vice President, Flight Operations, or designate, and designated People Relations representative, shall hold a hearing upon the Grievance at a mutually convenient time within fourteen (14) Calendar Days of the receipt of the Grievance, and shall render his decision in writing no later than ten (10) Calendar Days following the Grievance hearing.

In the case of a Grievance filed by the Company, the Grievance shall be submitted to the MEC Chair or designate.

26-2.03. STEP THREE:

If any Grievance is not settled in accordance with the Grievance procedures, then such Grievance may be referred by the Association or the Company to Arbitration, in accordance with SECTION 27- ARBITRATION.

The notice of intention to proceed to arbitration:

a) by the Association, shall be made in writing to the Vice President, Flight Operations, or designate, and the Vice President-Employee and Labour Relations, and designated People Relations representative within thirty (30) Calendar Days of the decision at 26-2.02 (STEP TWO), or within thirty (30) Calendar Days of the receipt of the decision, or the date the decision should have been received.

b) by the Company, shall be made in writing to the MEC Chair, or designate, within thirty (30) Calendar Days of the decision at 26-2.02 (STEP TWO), or within thirty (30) Calendar Days of the receipt of the decision, or the date the decision should have been received.

Such notice shall state the matter in dispute, the section(s) alleged to have been violated, and the nature of the relief or remedy sought.

26-3 GRIEVOR'S RIGHTS/ASSOCIATION REPRESENTATION

26-3.01. At any Grievance hearing, the grievor(s) shall have the right to be represented by the Association.

26-3.02. A Pilot acting as a grievor shall be credited in accordance with their regular scheduled Duty Period when appearing on a scheduled work day.

26-4 GRIEVANCE MEETINGS

26-4.01. A Pilot requested by the Company to attend a Grievance meeting on a scheduled work day shall be given time off and credited in accordance with their regular scheduled Duty Period. A Pilot requested by the Company to attend a Grievance meeting on a Day Off shall receive three (3.0) Credits.

26-4.02. All meetings shall be held in person at a location determined by the Company unless otherwise agreed to by the Company and the Association.

SECTION TWENTY-SEVEN- ARBITRATION

27-1 ARBITRATION PROCESS

27-1.01. Pursuant to SECTION 26-2.03 (STEP THREE)- GRIEVANCES of the Collective Agreement, when a notice of intent to proceed to arbitration is issued, the parties shall jointly select an arbitrator within fourteen (14) days. In the event that the Association and the Company are not able to come to an agreement on selection of an arbitrator, the process will proceed in accordance with the law as specified in the Canada Labour Code.

27-1.02. Prior to submitting a Grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving the dispute.

27-1.03. Notwithstanding the above, any Grievance pursuant to SECTION-22-MISSING AND INTERNMENT may be referred by the Association directly to expedited arbitration by the following procedure: within seven (7) Calendar Days of the Association's referral of the Grievance to arbitration, the parties agree to select an arbitrator who is available to hear the Grievance as soon as practicable. The remainder of the provisions of this SECTION 27-2 to 27-5 apply.

27-2 ARBITRATOR'S JURISDICTION

27-2.01. The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.

27-2.02. The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Collective Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

27-3 ARBITRATION EXPENSES

27-3.01. The expenses incurred by the arbitrator and arbitration facilities shall be borne equally by each party.

27-4 ASSOCIATION WITNESS(ES) AND REPRESENTATIVE(S)

27-4.01. At any hearing(s) held throughout the arbitration procedures, all Association witnesses and representatives who are employees of the Company shall be given time off without pay subject to the requirements of service.

27-5 ARBITRATOR'S DECISION

27-5.01. The decision of the arbitrator shall be binding on all parties.

SECTION TWENTY-EIGHT - SENIORITY

28-1 PILOT SENIORITY LIST

28-1.01. The Company shall maintain an updated Pilot Seniority List (PSL). The PSL shall be published quarterly (Jan 1, Apr 1, Jul 1, Oct 1) with a copy to the Association. The PSL shall be posted electronically on the Company intranet and shall remain there until replaced by an updated PSL. The PSL will also be made available on the ICAS or similar electronic product.

28-1.02. Only Pilots whose names appear on the PSL are authorized to operate aircraft used by the Company in its flight operations, except as otherwise provided for in this Agreement.

28-1.03. The PSL shall show the Seniority of each Pilot by name, Rank, Awarded Base, Equipment, and date of hire (DOH) of all Pilots employed by the Company.

28-1.04. Except as otherwise provided in this Agreement, Seniority shall begin to accrue from a Pilot's DOH as a Pilot with the Company and shall continue to accrue during such period of service.

28-2 CORRECTION TO SENIORITY LIST

28-2.01. A Pilot shall have thirty (30) days following publication of the PSL to contest, in writing to the Chief Pilot or designate, any alleged error or omission related to him. If a Pilot is on leave at the time the PSL is published, they shall have thirty (30) days from their return to work to submit their written request.

28-2.02. The Chief Pilot or designate will issue their decision in writing to the Pilot within fifteen (15) Calendar Days of the receipt of the contest. The MEC Chairman will be copied on any decision.

28-2.03. A Pilot may not contest the same identical alleged error or omission twice.

28-2.04. New alleged errors or omissions on this list may be contested later when subsequent lists are posted. Typographical errors, however, may be corrected at any time.

28-2.05. Before filing a Grievance, a Pilot must first follow the process delineated in 2.1 above. The timelines for filing a Grievance will begin to run from the date the Pilot receives a decision in writing from the Chief Pilot or designate.

28-3 ATTRIBUTION OF SENIORITY NUMBER

28-3.01. On the date this Agreement becomes effective, the following Pilots shall hold the same Seniority they held on the WestJet Pilots Department List (WPDL):

- a) A Pilot who is in the bargaining unit as defined in SECTION 3 - GENERAL (Association Recognition); and,
- b) A Management Pilot as defined in SECTION 16 - MANAGEMENT PILOTS.

28-3.02. Within ninety (90) Calendar Days of the effective date of this Agreement, the parties agree to meet to review and finalize the PSL.

28-3.03. When two (2) or more Pilots have the same date of employment, their standing on the Seniority list shall be based on a lottery draw. The Association will conduct the lottery draw.

28-4 APPLICATION OF SENIORITY

28-4.04. Unless otherwise specified in this Agreement, and subject to law, regulation and/or stipulated Company minimum required qualifications, a Pilot's Seniority shall govern the rights between Pilots in the awarding of Positions, Base transfers, changes in aircraft Type, involuntary transfers, layoff(s), bumping, and recall(s).

28-5 LOSS OF SENIORITY STANDING

28-5.05. A Pilot shall lose their Seniority standing when:

- a) They are dismissed, resigns or retires;
- b) They are laid off for more than one hundred twenty (120) consecutive months;
- c) They refuse recall/bypass, in accordance with SECTION 14 - LAYOFF AND RECALL;
- d) They neglect to answer a recall, in accordance with SECTION 14 - LAYOFF AND RECALL.

SECTION TWENTY-NINE- PROBATION OF NEW HIRES

29-1 GENERAL

29-1.01. A new hire Pilot shall be required to serve a probationary period of twelve (12) months of Active service starting from their date of hire at the Company as a Pilot.

29-1.02. The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of a Pilot during their probationary period.

29-1.03. 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 a dismissal of a probationary Pilot unless the dismissal was arbitrary, discriminatory, or in bad faith. The provisions of SECTION 26 GRIEVANCE and SECTION 27 ARBITRATION shall be applicable to a Pilot during their probationary period.

SECTION THIRTY - DEDUCTION OF DUES AND ASSESSMENTS

30-1 PAYROLL DEDUCTION

30-1.01. The Company shall, on each pay cheque, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots covered by the Canada Industrial Relations Board's (CIRB) certification order number 11192-U-November 29, 2017.

30-2 AMOUNT

30-2.01. The amount to be deducted shall be equivalent to the regular dues payment and properly authorized assessments of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues or properly authorized assessments of the Association in accordance with its constitutional provisions. The Association shall provide the Company with a minimum of forty-five (45) days' notice prior to any such proposed change. In the case of an assessment, the Association shall include in such notice the duration of the assessment.

30-3 INSUFFICIENT WAGES OF A PILOT

30-3.01. If the wages of a Pilot payable on a pay cheque in 30-1.01 above are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company on such pay cheque. The Company shall not, because the Pilot did not have sufficient wages payable to him on the designated pay cheque, carry forward and deduct from any subsequent wages the dues not deducted on an earlier pay cheque.

30-4 REMITTANCE TO THE ASSOCIATION

30-4.01. Only payroll deductions required by law, deductions of monies due or owing the Company shall be made from wages prior to the deduction of dues.

30-4.02. The amount of dues or assessments so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Association not later than thirty (30) Calendar Days following the pay cheque in which the deductions were made.

30-4.03. The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, for any failure to make deductions or for making improper or inaccurate deductions or remittances once the Company has remitted payment to the Association. In the event of an error by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in the subsequent remittance, and will notify the Association and the affected Pilot of any error and/or correction.

30-4.04. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Section, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such payroll deduction(s).

30-5 REPORT TO THE ASSOCIATION

30-5.01. The Company will provide the Association with a report in electronic format of each Pilot's earnings, deductions, dues, and assessments on an annual basis at the time T4s are issued to a Pilot.

SECTION THIRTY-ONE - COMMUTING

31-1 GENERAL

31-1.01. It is the responsibility of a Pilot who chooses to commute under this Section to report as scheduled, fit for duty, and fully rested.

31-1.02. In the case of a missed check in, Crew Scheduling will designate the absence as a “No Show”. Crew Scheduling will endeavor to place a Pilot back on their original Pairing. If Crew Scheduling is unable to place the Pilot back on to their original Pairing, the Credit of any missed segments from the original Pairing will be removed. Crew Scheduling may assign another Pairing or a Reserve Block that is scheduled to return the Pilot to their Base no later than their originally scheduled Release Time unless extended with agreement of the Pilot.

31-2 ACM POLICY

31-2.01. The Company ACM Policy which is in effect on the date of ratification of this Agreement shall remain in effect. Should the Company decide to end the ACM Policy, the Company shall provide the Association written reasons within seventy-two (72) hours of its decision to do so.

SECTION THIRTY-TWO - TRAVEL PRIVILEGES AND JUMPSEAT ACCESS

32-1 TRAVEL PRIVILEGES

32-1.01. Pilots, including retired Pilots, shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

32-1.02. At no time will Pilots receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

32-2 JUMPSEAT ACCESS

32-2.01. A Captain has the final authority to authorize use of the Flight Deck Observer Seat in accordance with the Canadian Aviation Regulations (CARs) and as per the Company Operations Manual.

32-2.02. Company Pilots will have access to the Flight Deck Observer Seat in accordance with the Company Operations Manual, CARs and all applicable security requirements or regulations.

32-2.03. Active Pilots in uniform will be afforded first standby access as per 32-2.01 above where there is no seat available in the passenger cabin.

SECTION THIRTY-THREE - ASSOCIATION FLIGHT RELEASE

33-1 GENERAL

33-1.01. When a Pilot is elected or appointed to fill a position in the Association, the MEC will notify the Company in writing of the Pilot(s) holding such position(s) and the length or term of these position(s).

33-1.02. The Company shall compensate a Pilot for time spent performing Association business in relation to the Company ("Association Flight Release" or "AFR"). Except as specified in Section 33-3.01 and 33-3.02 below, the Association will reimburse the Company for such costs.

33-1.03. In the event a Pilot is on any type of AFR they shall be responsible for completing Company-assigned training and maintaining currency (e.g. required takeoffs and landings).

33-1.04. For the purposes of this Section, one (1) day of AFR shall be credited at four (4) Credit Hours.

33-2 REQUEST FOR TIME OFF PROCESS

33-2.01. The MEC Chairman or their designate will submit requests via email for AFR to the VP of Flight Operations or their designate.

33-2.02. By July 31 of the year prior, the Association will provide the Crew Planning department the forecasted number of flight release hours or days per month broken down by Base, seat and aircraft Type for the purposes of Company manpower planning.

33-2.03. Subsequent to the process in 33-2.02 above, the Association will provide Crew Planning with updated guidance on any known AFRs no later than the 20th two (2) months prior to the scheduling month (e.g. no later than September 20th for November schedules). The Association will provide Crew Planning with specific dates for known release time (who, which Base, aircraft etc.). The Association may send updates to the Manager Crew Planning or their designate until the 1300 MT on the 4th of the month prior to published schedules (e.g. no later than 1300 MT on October 4th for November schedules). The Company will assess its staffing needs for the day(s) requested and if the Company has sufficient staffing for the requested day(s), it will approve the time off and place the appropriate code on each Pilot's days of Association business.

33-2.04. The Company will not unreasonably deny AFR; however, Pilots in training will not be released for AFR. The Company also acknowledges that the process described in Section 33-2.02 and 33-2.03 above is intended only for AFR that is known in advance; there likely will be *ad hoc* requests for AFRs that arise on a monthly basis.

33-2.05. A Pilot who is granted AFR according to this Section shall be treated as an Active Pilot and will continue to retain and accrue Seniority, length of service, Vacation and Sick leave. The Pilot shall have travel privileges in accordance with the Company Travel Privileges Policy.

33-3 ALLOTMENT OF FULL TIME AFR

33-3.01. The Association's MEC (MEC Chairman, MEC Vice-Chairman and MEC Secretary Treasurer) will be allotted a combined total of five hundred (500) Company paid hours annually as of January 1st of each year. Any flight release in excess of five hundred (500) hours shall be reimbursed to the Company in accordance with Section 33-7 below.

33-3.02. In addition to the AFR granted in accordance with 33-3.01 above, the Company shall allocate a bank of one thousand four hundred fifty (1450) Company paid hours on January 1 of each year. Any flight release in excess of one thousand four hundred fifty (1450) hours shall be reimbursed to the Company in accordance with Section 33-7 below. The balance of hours on December 31 shall be carried over to the following year. The MEC Chair or their designate shall advise the Company when AFR is to be deducted from this bank at the time it is requested.

33-4 ALLOTMENT OF AFR FOR CONTRACT PREPARATION, NEGOTIATIONS, AND RATIFICATION

33-4.01. The Company shall permit the full-time flight release of up to three (3) Pilots on a regular and ongoing basis for the period of contract preparation, negotiations, and ratification. The MEC Chairman or their designate shall notify of the Company of the names of the up to three (3) Pilots required for each month through the process provided in Section 33-2.03.

33-4.02. The up to three (3) Pilots identified in 33-4.01 above shall be compensated at the applicable Minimum Monthly Guarantee (MMG). The Association shall reimburse the Company in accordance with 33-7 below.

33-4.03. Any Pilot on AFR released in accordance with this Section may pick up flying during a month at their straight time Hourly Base Rate in accordance with the SECTION 6 -5 COMPANY OPEN TIME FLYING.

33-5 PILOT-INITIATED MOVEMENT OF AFR DAY

33-5.01. The Association may request that Crew Scheduling move a previously approved AFR day in order to facilitate currency requirements as outlined in Section 33-1.03 above. Such requests must be made a minimum of seventy-two (72) hours in advance and will not be unreasonably denied.

33-6 CANCELLATION OF AFR

33-6.01. Unless it is within twenty-four (24) hours of the start of the AFR, the Company may cancel AFR for operational needs.

33-7 REIMBURSEMENT TO THE COMPANY

33-7.01. The Company shall provide the Association with a detailed invoice of each month's AFR no later than forty-five (45) Calendar Days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

- a. The name(s) of the Pilot(s);
- b. The date(s) such Pilot(s) is(are) on AFR;
- c. The number of flight pay hours the Pilot(s) missed while on AFR;
- d. The Pilot(s)' hourly rate(s); and,
- e. The amount to be reimbursed to the Company.

33-7.02. The Association will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Pilots time off pursuant to this Agreement. Said costs shall include a twenty percent (20%) premium to cover benefits and administrative expenses.

33-8 TRAVEL COSTS

33-8.01. When an Association representative is required to travel for meetings requested by the Company, they shall be entitled to free positive space travel as per the Business Travel - Positive Space Policy if the Company has scheduled service between the two (2) cities the Association representative is travelling between.

33-9 AFR FOR CANADA BOARD ELECTED OFFICIALS

33-9.01. The Company shall provide the following release for a maximum of one (1) Pilot at any given time serving on the ALPA Canada Board. Such Pilot shall be allotted full AFR for each monthly bidding period they are in office. The monthly total Credit will be eighty-two point five (82.5) hours per bid period for the length of term in office.

33-9.02. The Association shall reimburse the Company for any ALPA Canada Board AFR and associated benefits in accordance with 33-7, above.

33-9.03. A Pilot on ALPA Canada Board AFR as per this Section shall be treated as an Active Pilot and will continue to retain and accrue Seniority, length of service, Vacation and Sick Leave. The Pilot shall have travel privileges in accordance with the Company Travel Privileges Policy.

33-9.04. A Pilot on ALPA Canada Board AFR shall maintain currency as per 33-1.03, above.

SECTION THIRTY-FOUR - DEADHEADING (FLIGHT POSITIONING)

34-1 GENERAL

34-1.01. A seat will be booked for any scheduled Deadhead as soon as practicable after the release of the final monthly schedules. Booking details will be provided to the Pilot as soon as practicable.

34-1.02. Except in the case of Section 34-1.03 below, Pilots will Deadhead in uniform.

34-1.03. In accordance with the Company policy on travel attire, Pilots may elect to Deadhead in civilian attire under the following circumstances:

- a) The Pilot is Deadheading to or from a Training Event
- b) The Pilot is Deadheading on a day where the Deadhead is their only scheduled activity (e.g. the Pilot is not scheduled to operate any other flights that day).
- c) The Pilot is Deadheading on a third-party carrier;
- d) The Pilot is Deadheading following the last assigned duty and has exceeded the maximum allowable Duty Period as provided for elsewhere in the Agreement such that said Pilot would not be capable of operating the Deadhead flight; or
- e) The Pilot is Deadheading due to removal and/or release from a Pairing for any reason.

34-1.04. Under 34-1.03 a) above a Pilot must pack and have access to their headset and license in the event of activation.

34-2 DEADHEADING (FLIGHT POSITIONING)

34-2.01. On all originally scheduled online (WestJet and WestJet Encore) Deadhead flights with a scheduled duration greater than three hours (3:00), a window or an aisle seat will be booked for the Pilot where available.

34-2.02. Section 34-2.01 above will not apply when a Deadhead flight has been modified to accommodate a Pilot as provided for in Section 34-4 Deadhead Modifications below.

34-2.03. A Deadheading Pilot shall not be required to Deadhead in the Flight Deck Observer Seat or a cabin jump seat. However, in the event of an IROP the Company may request a Pilot to occupy the jump seat.

34-3 DEADHEADING USING LAND TRANSPORTATION

34-3.03. In situations where Deadheading is required using land transportation, the Pilot will be credited for the length of the Deadhead as per SECTION 4 - PAY.

34-4 DEADHEAD MODIFICATIONS

34-4.01. All Deadhead modifications shall be subject to all legal flight duty, rest and cumulative duty time limitations as identified at the time of modification in the Crew Scheduling system.

34-4.02. Deadhead modifications are for the purpose of accommodating travel to and from a Pilot's domestic Designated Primary Residence.

34-4.03. Should a Pilot wish to modify their Deadhead, the following shall apply:

- a) Requests must be made via the Deadhead change form found on the Company intranet no less than twelve (12) hours prior to the Deadhead Flight;
- b) All changes shall be subject to operational approval by Crew Scheduling, provided a confirmed seat is available;
- c) A new Pairing will be constructed and reflected in the Pilot's Schedule. Pay and Credit will be based on the new Pairing.
- d) Last leg Deadheads may not be interchanged for first leg Deadheads and vice versa. (e.g. if the first leg is a Deadhead from YYC to YVR but the Pilot is already in YVR, the Deadhead may be canceled but cannot be used for a Deadhead back to YVR upon Pairing completion in YYC);
- e) Changed Deadhead legs must depart on the same day as the original Deadhead;
- f) Minimum Crew Planning turn times will be communicated to Pilots and must be adhered to;
- g) Deadhead modifications may only increase the number of Deadhead flight sectors from the original schedule where adding one additional Deadhead flight sector will return the Pilot to their Designated Primary Residence (DPR) at the end of a Pairing;
- h) Once the Deadhead has been modified this Pairing will no longer be eligible for trip trade, drop or subsequent modification(s) of the Pairing by the Pilot;
- i) Once a Pairing has been modified and rebuilt to reflect the Deadhead change, no additional or reduced pay or Credit considerations associated with the Deadhead change are available to the Pilot; and,
- j) Any extra expenses (e.g., hotels) incurred as a result of a Deadhead modification initiated by a Pilot shall be the Pilot's responsibility.

34-5 DEADHEAD (FLIGHT POSITIONING) CANCELLATION

34-5.01. A Pilot may request First/Last Leg Deadhead flight cancellation from any location, regardless of their Canadian Designated Primary Residence under the following conditions:

- a) Requests must be made via the Deadhead change form found on the Company intranet on the day prior but no less than twelve (12) hours prior to the Positioning Flight;
- b) Requests will be subject to operational approval by Crew Scheduling; and

- c) The Pilot will forfeit any original Pairing Credits associated with the cancelled Deadhead.

34-5.02. If a First/Last Leg Deadhead flight cancellation is approved, a modified Pairing will be constructed and reflected in the Pilot's schedule. Pay and Credit for this Pairing will be based on the modified Pairing.

SECTION THIRTY-FIVE - MISCELLANEOUS

35-1 DEFENSE

35-1.01. The Company shall hold harmless, indemnify and provide legal counsel for any Pilot in the employ of the Company if they are named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Pilot occurring during the performance of any required or requested duties in the service of the Company, provided the Pilot is acting within the course and scope of such duties. This provision shall not apply to proceedings initiated by the Company directly against the Pilot or to acts or omissions that are the result of willful misconduct or gross negligence.

35-2 INSURANCE

35-2.01. The Company shall maintain policies of insurance covering airline liability, to include war and terrorism risks and to the extent that such risks are normally insured in the airline industry. Such policies of insurance shall include a definition of “insured” that includes an employee. Each of the insured under the policies will be considered as a separate person or organization, with the intention being to protect each person or organization as if a separate policy had been issued to each Pilot.

35-3 AIRCRAFT OR EQUIPMENT DAMAGE

35-3.01. No Pilot shall be required to pay damage costs of aircraft or Equipment damaged in the performance of their duties.

35-4 PILOT FILES

35-4.01. All files in the personnel file kept by or on behalf of the Company on a Pilot shall, at the Pilot’s request, be made available for their examination in a timely manner in the presence of a member of management.

35-4.02. If the Pilot chooses to respond to any material(s) in their file(s), the response(s) shall be kept in their personnel file with the material to which it refers.

35-5 RESTRICTED AREA IDENTIFICATION CARD (RAIC)

35-5.01. Where a Pilot’s security clearance or RAIC is suspended, revoked, or denied renewal, the Association and the Company may reasonably assist the Pilot in attempting to obtain the re-issue of the security clearance or RAIC, depending on the circumstances leading to the suspension, revocation or denied renewal.

35-6 PILOT PROFESSIONAL FLYING

35-6.01. Section 35-1.01 above shall apply to any Pilot with respect to an allegation of a breach of a government's security regulations with respect to any aircraft security checks.

35-6.02. This Agreement contemplates that all Pilots shall devote their entire professional flying service to the Company unless Company approval is granted. Requests will be considered on a case by case basis and will be reviewed based on the nature of the request and operational and business requirements. This approval shall not be unreasonably withheld.

SECTION THIRTY-SIX - TERM OF AGREEMENT

36-1 EFFECTIVE DATES

36-1.01. This Agreement shall commence on January 1, 2019 and shall continue in full force until midnight on December 31, 2023.

36-1.02. The Agreement shall automatically renew for an additional one (1) year period unless a written Notice to Bargain is served by either party within one hundred and twenty (120) Calendar Days prior the date of expiration in 36-1.01 above or the subsequent date of expiration in the event that the Agreement automatically renews, whichever shall be later.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ Day of _____, 2019.

For WESTJET ENCORE LTD.

For the AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

John Aaron
VP & General Manager

Joseph G. DePete
President

Ryan Petrie
WEN MEC Chairman

WESTJET ENCORE LTD.

And the

AIRLINE PILOTS

In the service of

WESTJET ENCORE LTD.

As represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Benefit Program Changes

This Letter of Agreement is made and entered into in accordance with the Canada Labour Code, as amended, by and between WESTJET ENCORE LTD. (hereinafter referred to as the “Company”) and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association,” and collectively referred to as the “Parties.”).

WHEREAS, the Parties recognize that the Company is working with its consultants to consider a new benefit program for its employees, and

WHEREAS, to avoid delays and to efficiently finalize the 2019 collective agreement the Parties recognize that the best course of action is to preserve the current benefit coverage pending the Association’s review and agreement to participate in the potential new benefit program,

NOW THEREFORE, the Parties agree as follows:

1. The Company shall preserve the WestJet Encore benefit programs in place as of December 19, 2017, except that the Company shall pay the premiums associated with short term disability for Encore Pilots.
2. The current WestJet Encore benefit coverage consists of the following types of benefits:
 - a. Extended Health Care
 - b. Emergency Travel Medical
 - c. Dental
 - d. Short-term Disability
 - e. Long-term Disability
 - f. Basic and Optional Life Insurance
 - g. Basic and Voluntary Accidental Death and Dismemberment
 - h. Health Spending Account
 - i. Personal Spending Account
 - j. Optional Critical Illness Insurance

3. The Parties agree that current coverage levels for the benefits set out above are currently provided under the following policies:
 - a. The “My Benefit Plan,” effective April 28, 2018, sets forth the terms of the current Health Benefit Plan, Emergency Travel, Dental Benefit Plan, Health Care Spending Account, and Personal Spending Account.
 - b. The “Your Group Insurance Plan,” Policy No. 644456, issued by Desjardins Insurance, sets forth the terms of the current Basic and Optional Life Insurance, Optional Critical Illness insurance, Short-Term Disability and Long-Term Disability.
 - c. The “Basic A.D.&D. Insurance,” Policy No. 100007218, issued by Special Markets Solutions, sets forth the terms of the current Basic Accidental Death and Dismemberment.
 - d. The “Voluntary A.D.&D. Insurance,” Policy No. 100007219, issued by Special Markets Solutions, sets forth the terms of the current Optional Accidental Death and Dismemberment.
4. Should the Company proceed with a new benefits program, the Parties agree to create a committee consisting of Company and Association representatives that shall meet to review the new benefit program to determine if the Association will transition to the new program.
5. In the event an insurer(s) advises the Company of a change or discontinuance of coverage levels of “own occupation” under an applicable group benefits policy, the Company shall notify the Association and the parties shall meet to discuss the insurer(s) changes. The Association reserves the right to grieve any reduction or denial of a guaranteed benefit. The Company reserves the right to raise any defences or challenges to any such grievance.

This Benefit Program Changes Letter of Agreement will become effective on the date of its signing and will run concurrently with the Collective Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Benefit Program Changes Letter of Agreement this ____ day of _____, 2019.

John Aaron, VP & General Manager
WestJet Encore, Inc.

Joseph G. DePete, President
Air Line Pilots Association, Int’l

Letter of Understanding

Between

The Airline Pilots in the service of WestJet Encore

As represented by the

Air Lines Pilots Association, International (the "Association")

and

WestJet Encore (the "Company")

Regional Experience Incentive Payment

WHEREAS, the Company has a process for Company Pilots to be hired by WestJet and Swoop;

AND WHEREAS, the Pilots whose employment ceases with the Company and are hired at WestJet or Swoop will be paid a Regional Experience Incentive Payment ("REIP") in addition to their base rate of pay, in recognition of their employment and commitment to the Company in a competitive regional air carrier market;

NOW THEREFORE, the Company and the Association agree as follows:

1. Captains listed on the Company seniority list or Pilots achieving the Rank of Captain after, the ratification of the collective agreement, will be eligible for the REIP in the event they are hired at WestJet or Swoop.
2. The REIP will be comprised of a payment of \$28, 800 (subject to any applicable withholdings required by law) that shall be paid out in twenty-four (24) equal lump sum monthly payments to the Pilot.
3. A Pilot will be entitled to the REIP upon release from employment with the Company and upon commencing active employment at WestJet or Swoop.
4. All Pilots who accept employment at WestJet or Swoop will be considered new hire employees at WestJet or Swoop.
5. Any Pilot that fails to qualify at WestJet or Swoop during their initial training will return to the Company as if their employment had never ceased and will be required to repay to the Company any REIP payments received in accordance with Section 4 Pay, Subsection 3 of the Collective Agreement between the Association and the Company.

6. Pilots are eligible for the REIP if they are on active duty for at least one (1) day of a calendar month otherwise the payment of the REIP will be delayed subject to the conditions in item 7 below.
7. Subject to item 9, payment of the REIP will terminate on the earlier of:
 - a. the Pilot ceasing to be employed by WestJet and/or Swoop for any reason;
 - b. the Pilot receiving twenty-four (24) REIP payments;
 - c. the Pilot reaching Step 3 of Hourly Rates in accordance with the WestJet/Swoop collective agreement; or
 - d. the expiry or earlier termination of the collective agreement.
8. If service at the Company is subsequently recognized at WestJet and/or Swoop this LOU will terminate immediately.
9. Company may defer the release of Pilots to WestJet or Swoop based on the Company's operational needs. In the event less than seventy (70) Pilots become entitled to a REIP in a calendar year, the Company shall multiply the payment in 2 above for each Pilot below seventy (70) and evenly distribute this payment to each Pilot on the Company Seniority list on December 31 of the year.
10. This LOU shall be effective for the term of the agreement from the date of ratification and terminate on December 31, 2023.

John Aaron, VP & General Manager
WestJet Encore, Ltd

Joseph G. DePete, President
Air Line Pilots Association, Int'l