

COLLECTIVE AGREEMENT NO. 2
between
WESTJET ENCORE, LTD.
and
THE AIRLINE PILOTS
in the service of
WESTJET ENCORE, LTD.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL



Table of Contents

| | |
|---|----|
| TABLE OF CONTENTS..... | 2 |
| SECTION I-1 DEFINITIONS AND ABBREVIATIONS | 13 |
| i-1 DEFINITIONS | 13 |
| i-2 ABBREVIATIONS | 19 |
| SECTION ONE - PREAMBLE | 21 |
| 1-1 GENERAL | 21 |
| SECTION TWO – SCOPE | 22 |
| 2-1 GENERAL | 22 |
| 2-2 CORPORATE RE-ORGANIZATION..... | 22 |
| 2-3 BUSINESS RELATIONSHIPS | 23 |
| 2-4 DIVESTITURE OBLIGATIONS | 24 |
| 2-5 NEW CARRIERS | 24 |
| 2-6 WET LEASING..... | 24 |
| 2-7 MERGER INFORMATION..... | 25 |
| SECTION THREE – GENERAL..... | 26 |
| 3-1 ASSOCIATION RECOGNITION | 26 |
| 3-2 MANAGEMENT RIGHTS | 26 |
| 3-3 NO DISCRIMINATION | 27 |
| 3-4 NO REPRISAL | 27 |
| 3-5 GENDER CONVENTION..... | 27 |
| 3-6 STRIKE/LOCKOUT..... | 27 |
| 3-7 CHANGES TO LAW OR REGULATION..... | 28 |
| 3-8 ISSUANCE OF THE AGREEMENT..... | 28 |
| 3-9 AMENDMENTS TO THE AGREEMENT | 28 |
| 3-10 DATA BASE | 29 |
| 3-11 ALPA FOLDER..... | 29 |
| SECTION FOUR – PAY..... | 30 |
| 4-1 GENERAL | 30 |
| 4-2 PAY DISCREPRANCIES..... | 31 |

| | | |
|---------------------------------------|--|----|
| 4-3 | FLIGHT CREDIT CALCULATION | 31 |
| 4-4 | PAIRING CREDIT RECONCILIATION | 32 |
| 4-5 | OVERTIME PAY | 34 |
| 4-6 | LENGTH OF SERVICE PAY..... | 34 |
| 4-7 | PREMIUM PAY | 35 |
| 4-8 | CANCELLATION PAY | 37 |
| 4-9 | VACATION DAY | 38 |
| 4-10 | DEADHEAD PAY | 38 |
| 4-11 | INITIAL TRAINING PAY | 39 |
| 4-12 | RECURRENT TRAINING/CHECK PAY | 39 |
| 4-13 | TRANSITION AND/OR UPGRADE TRAINING PAY | 39 |
| 4-14 | HOME-BASED TRAINING PAY..... | 40 |
| 4-15 | FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY | 40 |
| 4-16 | TAXI PAY | 42 |
| 4-17 | FATIGUE PAY | 42 |
| 4-18 | MEETING PAY | 43 |
| 4-19 | PAY RATES GENERAL | 44 |
| SECTION FIVE - SCHEDULING RULES | | 47 |
| 5-1 | SCHEDULING REVIEW COMMITTEE | 47 |
| 5-2 | CREW PLANNING – SCHEDULING | 49 |
| 5-3 | MAXIMUM DAYS PER MONTHLY SCHEDULING PERIOD..... | 50 |
| 5-4 | MONTHLY SCHEDULING PERIODS | 51 |
| 5-5 | SCHEDULING WINDOW..... | 52 |
| 5-6 | ERRORS IN SCHEDULING | 52 |
| 5-7 | PAIRING CONSTRUCTION – PAIRING LENGTH | 52 |
| 5-8 | TRAINING SCHEDULING..... | 53 |
| 5-9 | CREW REST- SCHEDULE PLANNING | 56 |
| 5-10 | CREW REST – DAY-OF OPERATIONS | 56 |
| 5-11 | SPLIT DUTY PAIRINGS..... | 57 |

| | | |
|-------------------------------------|---|----|
| 5-12 | DUTY PERIOD | 58 |
| 5-13 | MAXIMUM FLIGHT DUTY PERIOD FOR PLANNING PURPOSES..... | 58 |
| 5-14 | MAXIMUM FLIGHT DUTY PERIOD FOR DAY OF OPERATIONS..... | 59 |
| 5-15 | MINIMUM MONTHLY GUARANTEE (MMG), ADDITIONAL STRAIGHT TIME & OVERTIME | 60 |
| 5-16 | PUBLICATION OF SCHEDULES..... | 61 |
| 5-17 | BIDDING..... | 61 |
| 5-18 | VACATION DAY | 62 |
| 5-19 | SPECIAL PILOT MEETINGS..... | 62 |
| SECTION SIX - HOURS OF SERVICE..... | | 64 |
| 6-1 | CREW SCHEDULING PHONE RECORDINGS..... | 64 |
| 6-2 | PASSIVE NOTIFICATIONS..... | 64 |
| 6-3 | ACTIVE NOTIFICATIONS | 64 |
| 6-4 | REASSIGNMENT..... | 64 |
| 6-5 | RETURN TO DUTY..... | 67 |
| 6-6 | VOLUNTARY PAIRING EXTENSIONS | 72 |
| 6-7 | VOLUNTARY ASSIGNMENT SWAP | 72 |
| 6-8 | COLD CALLING | 73 |
| 6-9 | OPEN TIME ASSIGNMENTS | 73 |
| 6-10 | SHIFT TRADE | 75 |
| 6-11 | DISPLACEMENT | 78 |
| SECTION SEVEN - RESERVE | | 80 |
| 7-1 | RESERVE SCHEDULE CONSTRUCTION | 80 |
| 7-2 | RESERVE UTILIZATION..... | 80 |
| 7-3 | RESERVE DUTY LIMITATIONS..... | 81 |
| 7-4 | CREW SCHEDULING RESPONSIBILITIES | 82 |
| 7-5 | PILOT RESERVE RESPONSIBILITIES | 82 |
| 7-6 | VOLUNTARY RESERVE | 83 |
| 7-7 | RESERVE CREDIT..... | 83 |
| 7-8 | VOLUNTARY RESERVE CREDIT | 85 |

| | | |
|---|---|-----|
| 7-9 | OPTIONAL FULL-TIME RESERVE BLOCKS..... | 86 |
| 7-10 | CALL OUT PRIORITY | 86 |
| 7-11 | RETURN TO DUTY (RTD) RESERVE | 88 |
| SECTION EIGHT - HOTELS AND TRANSPORTATION | | 90 |
| 8-1 | GENERAL | 90 |
| 8-2 | HOTEL SELECTION COMMITTEE | 91 |
| 8-3 | LONG STAY TRAINING HOTELS..... | 93 |
| 8-4 | HOTELS AND TRANSPORTATION FOR NEW HIRE TRAINING..... | 94 |
| 8-5 | HOTELS AND TRANSPORTATION FOR TRAINING AWAY FROM HOME BASE (EXCLUDING NEW HIRE TRAINING) | 95 |
| 8-6 | HOTELS AND TRANSPORTATION AT HOME BASE..... | 96 |
| 8-7 | HOTEL CANCELLATION | 96 |
| 8-8 | REINSTATEMENT OF HOTEL | 97 |
| 8-9 | LOCATION | 97 |
| 8-10 | TRANSPORTATION TO/FROM ACCOMMODATION | 98 |
| 8-11 | AD HOC REQUESTS FOR ALTERNATIVE/ADDITIONAL GROUND | 100 |
| TRANSPORTATION | | 100 |
| SECTION NINE - VARIABLE COMPENSATION | | 101 |
| 9-1 | GENERAL | 101 |
| 9-2 | WESTJET SAVINGS PLAN | 101 |
| 9-3 | PROFIT SHARE PLAN | 102 |
| 9-4 | OWNERS' PERFORMANCE AWARD (OPA) | 102 |
| SECTION TEN -EXPENSES..... | | 103 |
| 10-1 | PER DIEM | 103 |
| 10-2 | LICENSING FEES | 104 |
| 10-3 | PASSPORT | 104 |
| 10-4 | PARKING..... | 105 |
| 10-5 | BAGGAGE DELAY AND LOSS..... | 105 |
| 10-6 | UNUSUAL AND EMERGENCY EXPENSE REIMBURSEMENT | 106 |
| 10-7 | CELL PHONE | 106 |
| 10-8 | ATPL COURSE REIMBURSEMENT AND PAYMENT | 106 |

| | |
|--|-----|
| SECTION ELEVEN – UNIFORMS..... | 107 |
| 11-1 GENERAL | 107 |
| 11-2 UNIFORM ALLOTMENT | 107 |
| 11-3 UNIFORM REPLACEMENT..... | 108 |
| 11-4 UNIFORM STANDARDS | 110 |
| SECTION TWELVE – VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF.. | 111 |
| 12-1 GENERAL | 111 |
| 12-2 EARNING VACATION | 111 |
| 12-3 STATUTORY HOLIDAYS | 112 |
| 12-4 VACATION BIDDING AND AWARDS..... | 112 |
| 12-5 VACATION TRANSFER WITH POSITION CHANGE..... | 115 |
| 12-6 VACATION AND GUARANTEED DAYS OFF (GDO)..... | 115 |
| 12-7 SPECIAL DAY(S) OFF (SDO)..... | 117 |
| 12-8 VACATION RECONCILIATION | 117 |
| 12-9 OPEN TIME PICK UP ON VACATION | 119 |
| 12-10 PAY IN LIEU OF VACATION | 119 |
| SECTION THIRTEEN - TRAINING AND TRAINING PILOTS..... | 120 |
| 13-1 PILOT TRAINING COMMITTEE (PTC) | 120 |
| 13-2 TRAINING ADMINISTRATION | 120 |
| 13-3 LINE ORIENTED FLIGHT TRAINING (LOFT)..... | 123 |
| 13-4 UNSUCCESSFUL OR INCOMPLETE TRAINING EVENT PROTOCOL..... | 123 |
| 13-5 UNSUCCESSFUL OR INCOMPLETE CHECK PROTOCOL..... | 124 |
| 13-6 FAILURE TO ADVANCE PROTOCOL | 124 |
| 13-7 TRANSITIONING PILOTS | 125 |
| 13-8 CAPTAIN UPGRADE | 126 |
| 13-9 CAREER FIRST OFFICER..... | 128 |
| 13-10 INITIAL GROUND SCHOOL..... | 128 |
| 13-11 TRAINING PILOTS..... | 128 |
| 13-12 TRAINING BY NON PSL INSTRUCTORS | 129 |
| 13-13 SIMULATOR AND GRAPHIC FLIGHT SIMULATOR (GFS) HOURS..... | 130 |

| | |
|--|-----|
| 13-14 SEAT SUPPORT..... | 130 |
| SECTION FOURTEEN - LAYOFF AND RECALL | 131 |
| 14-1 LAYOFF | 131 |
| 14-2 RECALL TO WORK..... | 133 |
| 14-3 MANDATORY RECALL..... | 135 |
| 14-4 RECALL OF BONDED OR CANADIAN ARMED FORCES PILOTS | 135 |
| 14-5 OTHER | 136 |
| SECTION FIFTEEN - FILLING OF POSITIONS..... | 138 |
| 15-1 GENERAL | 138 |
| 15-2 CREW REQUIREMENT REVIEW COMMITTEE (CRRC)..... | 138 |
| 15-3 TYPES OF POSITIONS..... | 138 |
| 15-4 HOME BASE(S)..... | 139 |
| 15-5 TEMPORARY POSITIONS | 139 |
| 15-6 PREFERENTIAL STANDING BID (PSB)..... | 141 |
| 15-7 POSTING OF THE PREFERENTIAL STANDING BID..... | 142 |
| 15-8 POSITION VACANCY AWARDS..... | 143 |
| 15-9 VACANCY AWARDS WHILE ON INACTIVE STATUS..... | 144 |
| 15-10 POSITION REDUCTIONS AND DISPLACEMENTS WITHOUT LAYOFFS..... | 145 |
| 15-11 HOME BASE TRADES | 146 |
| 15-12 POSITION FREEZES | 147 |
| SECTION SIXTEEN- MANAGEMENT PILOTS | 149 |
| 16-1 GENERAL | 149 |
| 16-2 DISPLACEMENT | 149 |
| 16-3 FLYING ALLOTMENT | 150 |
| 16-4 VACATION TREATMENT FOR MANAGEMENT PILOTS | 150 |
| SECTION SEVENTEEN - MEDICAL EXAMINATIONS / ASSESSMENTS..... | 152 |
| 17-1 TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS..... | 152 |
| 17-2 COMPANY REQUIRED MEDICAL ASSESSMENTS | 153 |
| SECTION EIGHTEEN - LEAVES OF ABSENCE | 156 |
| 18-1 GENERAL | 156 |

| | | |
|--|--|-----|
| 18-2 | PERSONAL LEAVE OF ABSENCE (PLOA) | 156 |
| 18-3 | MATERNITY AND/OR PARENTAL LEAVE | 157 |
| 18-4 | JURY DUTY LEAVE | 158 |
| 18-5 | COURT APPEARANCE LEAVE | 159 |
| 18-6 | BEREAVEMENT LEAVE | 159 |
| 18-7 | RETURN TO SERVICE | 160 |
| SECTION NINETEEN - SICK LEAVE | | 161 |
| 19-1 | GENERAL | 161 |
| 19-2 | SICK LEAVE DAYS | 162 |
| 19-3 | SHORT TERM DISABILITY APPLICATION | 165 |
| 19-4 | RETURN TO DUTY FROM SICK LEAVE | 165 |
| SECTION TWENTY – BENEFITS | | 166 |
| 20-1 | GENERAL | 166 |
| SECTION TWENTY-ONE - NEW EQUIPMENT/TYPE | | 169 |
| 21-1 | GENERAL | 169 |
| SECTION TWENTY- TWO – MISSING AND INTERNMENT | | 171 |
| 22-1 | DEATH BENEFIT | 171 |
| 22-2 | MISSING | 172 |
| 22-3 | INTERNEMENT/HOSTAGE/PRISONER OF WAR | 172 |
| 22-4 | DISBURSEMENT OF PAYMENTS | 173 |
| 22-5 | RETURN TO SERVICE | 173 |
| 22-6 | WITHHOLDING OF BENEFITS | 173 |
| 22-7 | DESIGNATION OF BENEFICIARY | 175 |
| SECTION TWENTY-THREE - RELOCATION | | 177 |
| 23-1 | RELOCATION AT COMPANY EXPENSE | 177 |
| 23-2 | CRITERIA FOR RELOCATION AT COMPANY EXPENSE | 178 |
| 23-3 | RELOCATION SERVICES | 178 |
| 23-4 | RELOCATION ASSISTANCE | 179 |
| 23-5 | RELOCATION TRAVEL & EXPENSES | 180 |
| 23-6 | TIME OFF FOR RELOCATION | 181 |

| | | |
|--|--|-----|
| 23-7 | PROOF OF RELOCATION DOCUMENTATION..... | 181 |
| 23-8 | CLAW-BACK OF COMPANY PAID RELOCATION | 181 |
| SECTION TWENTY- FOUR-FLIGHT SAFETY, ACCIDENTS/INCIDENTS, FLIGHT DATA | | 183 |
| 24-1 | INCIDENT OR ACCIDENT NOTIFICATION | 183 |
| 24-2 | PILOT HELD OUT OF SERVICE | 183 |
| 24-3 | ACCIDENT INVESTIGATIONS..... | 183 |
| 24-4 | ACCIDENT AND INCIDENT SCENARIO TRAINING EVENTS..... | 184 |
| 24-5 | ACCIDENT INVESTIGATION PARTICIPATION..... | 184 |
| 24-6 | AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES | 185 |
| 24-7 | FLIGHT DATA MONITORING (FDM) COMMITTEE | 186 |
| 24-8 | IHR DATA SHARING..... | 187 |
| SECTION TWENTY-FIVE – DISCIPLINE/DISMISSAL | | 188 |
| 25-1 | JUST CAUSE | 188 |
| 25-2 | HELD OUT OF SERVICE PENDING INVESTIGATION | 188 |
| 25-3 | NOTIFICATION OF ALLEGATIONS AND THE RIGHT TO ASSOCIATION | 189 |
| | REPRESENTATION | 189 |
| 25-4 | INVESTIGATIVE MEETINGS..... | 189 |
| 25-5 | FINDINGS..... | 190 |
| 25-6 | DISCIPLINARY DOCUMENTS..... | 190 |
| 25-7 | FILING OF A GRIEVANCE | 190 |
| 25-8 | NON-DISCIPLINARY CORRECTIVE ACTION..... | 190 |
| SECTION TWENTY-SIX - GRIEVANCES | | 191 |
| 26-1 | INITIATION..... | 191 |
| 26-2 | GRIEVANCE PROCEDURE..... | 192 |
| 26-2.01. | STEP ONE: | 192 |
| 26-2.02. | STEP TWO: | 193 |
| 26-2.03. | STEP THREE:..... | 193 |
| 26-3 | GRIEVOR’S RIGHTS/ASSOCIATION REPRESENTATION..... | 194 |
| 26-4 | GRIEVANCE MEETINGS | 194 |
| 26-5 | GRIEVANCE SETTLEMENTS | 194 |

| | |
|---|-----|
| SECTION TWENTY- SEVEN- ARBITRATION | 195 |
| 27-1 ARBITRATION PROCESS..... | 195 |
| 27-2 ARBITRATOR’S JURISDICTION | 195 |
| 27-3 ARBITRATION EXPENSES | 196 |
| 27-4 ASSOCIATION WITNESS(ES) AND REPRESENTATIVE(S)..... | 196 |
| 27-5 ARBITRATOR’S DECISION..... | 196 |
| SECTION TWENTY-EIGHT- SENIORITY | 197 |
| 28-1 PILOT SENIORITY LIST | 197 |
| 28-2 CORRECTION TO SENIORITY LIST | 197 |
| 28-3 ATTRIBUTION OF SENIORITY NUMBER | 198 |
| 28-4 APPLICATION OF SENIORITY | 198 |
| 28-5 LOSS OF SENIORITY STANDING | 198 |
| SECTION TWENTY-NINE - PROBATION OF NEW HIRES | 200 |
| 29-1 GENERAL | 200 |
| SECTION THIRTY- DEDUCTION OF DUES AND ASSESSMENTS..... | 201 |
| 30-1 PAYROLL DEDUCTION | 201 |
| 30-2 AMOUNT | 201 |
| 30-3 INSUFFICIENT WAGES OF A PILOT | 201 |
| 30-4 REMITTANCE TO THE ASSOCIATION | 202 |
| 30-5 REPORT TO THE ASSOCIATION..... | 202 |
| SECTION THIRTY-ONE – COMMUTING | 203 |
| 31-1 GENERAL | 203 |
| 31-2 COMMUTER HOTELS..... | 204 |
| SECTION THIRTY-TWO - TRAVEL PRIVILEGES AND JUMPSEAT ACCESS..... | 205 |
| 32-1 TRAVEL PRIVILEGES | 205 |
| 32-2 JUMPSEAT ACCESS..... | 205 |
| SECTION THIRTY-THREE- ASSOCIATION FLIGHT RELEASE | 206 |
| 33-1 GENERAL | 206 |
| 33-2 REQUEST FOR TIME OFF PROCESS | 206 |
| 33-3 ALLOTMENT OF AFR..... | 207 |

| | | |
|--|--|-----|
| 33-4 | ALLOTMENT OF AFR FOR CONTRACT PREPARATION, NEGOTIATIONS, AND . RATIFICATION AND IMPLEMENTATION..... | 208 |
| 33-5 | ASSOCIATION INITIATED MOVEMENT OF AFR DAY | 209 |
| 33-6 | CANCELLATION OF AFR..... | 209 |
| 33-7 | REIMBURSEMENT TO THE COMPANY | 209 |
| 33-8 | TRAVEL COSTS | 209 |
| 33-9 | AFR FOR CANADA BOARD/ALPA INTERNATIONAL BOARD ELECTED OFFICIALS | 210 |
| SECTION THIRTY-FOUR - DEADHEADING (FLIGHT POSITIONING) | | 212 |
| 34-1 | GENERAL | 212 |
| 34-2 | SEATS FOR DEADHEADING | 213 |
| 34-3 | DEADHEADING USING LAND TRANSPORTATION | 214 |
| 34-4 | PILOT INITIATED DEADHEAD MODIFICATIONS..... | 214 |
| 34-5 | DEADHEAD (FLIGHT POSITIONING) CANCELLATION | 218 |
| 34-6 | ALTERNATE (THIRD-PARTY) CARRIER DEADHEADS | 219 |
| SECTION THIRTY-FIVE MISCELLANEOUS/LEGAL | | 221 |
| 35-1 | DEFENSE..... | 221 |
| 35-2 | INSURANCE..... | 221 |
| 35-3 | AIRCRAFT OR EQUIPMENT DAMAGE | 221 |
| 35-4 | PILOT FILES..... | 221 |
| 35-5 | RESTRICTED AREA IDENTIFICATION CARD (RAIC)..... | 222 |
| 35-6 | PILOT PROFESSIONAL FLYING..... | 223 |
| 35-7 | ADDRESS WITH TRANSPORT CANADA..... | 223 |
| 35-8 | LOGBOOKS | 223 |
| SECTION THIRTY-SIX - COMPANY-ASSIGNED EQUIPMENT..... | | 224 |
| 36-1 | GENERAL | 224 |
| 36-2 | ELECTRONIC FLIGHT BAG (EFB) | 225 |
| 36-3 | SERVICE PLANS, DATA AND ROAMING | 226 |
| SECTION THIRTY-SEVEN – STANDARDS PILOTS (S-1/S-2)/FLIGHT SAFETY PILOTS | | 228 |
| 37-1 | GENERAL | 228 |
| 37-2 | COMPENSATION | 228 |

| | |
|--|-----|
| 37-3 SCHEDULING | 229 |
| 37-4 PART-TIME STANDARDS PILOT (S-1) | 229 |
| 37-5 FULL TIME STANDARDS PILOT (S-2)..... | 229 |
| 37-6 VACATION TREATMENT FOR STANDARDS PILOTS..... | 230 |
| 37-7 POSITION CHANGES | 231 |
| 37-8 STANDARDS PILOT OPEN TIME PICKUP | 232 |
| 37-9 FLIGHT SAFETY PILOTS | 232 |
| SECTION THIRTY-EIGHT- WORKPLACE ACCOMMODATION..... | 234 |
| 38-1 GENERAL | 234 |
| 38-2 PREGNANCY ACCOMMODATION | 234 |
| 38-3 BREASTFEEDING ACCOMMODATION | 234 |
| SECTION THIRTY-NINE-WORKPLACE INJURY OR ILLNESS | 235 |
| 39-1 WORKPLACE INJURY OR ILLNESS | 235 |
| SECTION FORTY - TERM OF AGREEMENT | 236 |
| 40-1 EFFECTIVE DATES | 236 |
| LETTER OF UNDERSTANDING NO. 01 (LOU 01) – ACCELERATED ARBITRATION | 237 |
| LETTER OF UNDERSTANDING NO. 02 (LOU 02) – BIDDABLE STATUTORY HOLIDAYS | 240 |
| LETTER OF UNDERSTANDING NO. 03 (LOU 03) – FLOW TO WESTJET | 250 |
| LETTER OF UNDERSTANDING NO. 04 (LOU 04) - PILOT RECOVERY PROGRAM..... | 252 |
| LETTER OF UNDERSTANDING NO. 05 (LOU 05) - REGIONAL EXPERIENCE INCENTIVE PAYMENT (“REIP”) | 254 |
| LETTER OF UNDERSTANDING NO. 06 (LOU 06) – TRAINING/CHECK PILOT INCENTIVES | 257 |
| LETTER OF UNDERSTANDING NO. 07 (LOU 07) – TRAINING SCHEDULING ENHANCEMENT | 259 |
| LETTER OF UNDERSTANDING NO. 08 (LOU 08) – TORONTO BASE CLOSURE | 261 |
| LETTER OF UNDERSTANDING NO. 09 (LOU 09) – SPLIT DUTY PERIOD EXCEPTIONS | 263 |
| LETTER OF UNDERSTANDING NO. 10 (LOU 10) – IMPLEMENTATION SCHEDULE .. | 265 |

SECTION 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.

Assign/Assigned

A Company initiated Assignment to a Pilot.

Assignment

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

Association (ALPA)

The Air Line Pilots Association, International.

Award/ Awarded

Assignment by the Company in response to a Pilot initiated request.

Business Day

A Calendar Day, excluding weekends and statutory holidays.

Calendar Day

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 Home Base.

Distance Training

Any training which requires a Pilot to remotely report to an instructor-facilitated class through electronic means and may contain e-learning modules.

Domicile

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

Duty

In accordance with the CARs, any task that a Pilot is Assigned or Awarded by the Company at a specific time, including but not limited to management, flight Duty, administration, training, Deadhead/Positioning, reserve, and standby - synonymous with hours of work.

Duty Period

For the purposes of pay reconciliation and rest requirements, the elapsed time starting from the Pilot's Report Time and ending at the off Duty/Release Time.

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 Deck Observer Seat/Flight Deck Jumpseat

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

Flight Duty Period (FDP)

The elapsed time starting from the Pilot's Report Time before an operating or Deadheading flight on a Pairing and ending at the in time of the last operating flight.

Flight Segment/Leg

Any flight between two airports.

Fully Qualified

A Pilot who has successfully completed the qualification training (e.g., Line Check) for the Equipment/Type and Rank.

Guaranteed Day Off (GDO)

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

Home 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.

Home-Based Training

Home-Based Training shall include any training which does not require the Pilot to physically report to a classroom or facility and does not require the physical presence of an instructor, facilitator, or specialized equipment. Home-Based Training shall exclude any e-learning modules attached to Distance Training and computer based training attached to initial or Transition Training.

Hourly Base Rate

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

Inactive/Inactivity

The status of being employed as a Pilot by the Company and being ineligible to be Assigned for Duty.

Layover

Time between assigned Duty Periods while on a Pairing or Training Assignment away from Home Base.

Length of Service

The period of employment commencing from the Date of Hire at the Company as a Pilot and adjusted as necessary, pursuant to the terms of this Agreement.

Local Nights Rest

A rest period of at least nine (9) hours that takes place between 22:30 and 09:30 local time at the location where the Pilot is acclimatized.

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

Scheduling events not associated with operating aircraft including but not limited to vacation, training and Association Flight Release.

North American Zone

An area of the world bounded by 90°N, 032°W, 00° N, and 162°W (excluding Continental South America and Line Islands)

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 list of all pilots who are employed by WestJet Encore Ltd.

Position

A Pilot's Rank, Equipment and Home 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.

Reassignment

A modification in the affected Pilot's Awarded or Assigned Pairing(s) due to operational necessity.

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 reserve Day or series of consecutive reserve Days within a Monthly Scheduling Period.

Reserve Duty Period (RDP)

The period of time that commences at the start of the defined reserve availability period and concludes at the end of the associated Flight Duty Period.

Scheduling Day/Day

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 Monthly Scheduling Period at the time the schedule is released.

Seniority

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

Suitable Accommodation

A single occupancy room in accordance with the CARs that is subject to a minimal level of noise, is well ventilated and has facilities to control the levels of temperature and light.

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 Assignment

The activities associated with ground-based training, which may include Layover(s) and travel Days.

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
AD&D - Accidental Death and Dismemberment Insurance
ADO – Association Day Off
AFR – Association Flight Release
ALPA - Air Line Pilots Association
ATPL - Airline Transport Pilot License
CAME - Civil Aviation Medical Examiner
CARs - Canadian Aviation Regulations
CASC - Central Air Safety Committee
CIRB – Canada Industrial Relations Board
CPA - Capacity Purchase Agreement
CRRC – Crew Requirement Review Committee
CVR - Cockpit Voice Recorder
DACP - Designated Approved Check Pilot
DOH - Date of Hire
DPC - Duty Period Credit
DPR – Designated Primary Residence
EFB - Electronic Flight Bag
ESM – Encore Safety Manual
FDM - Flight Data Monitoring
FDP- Flight Duty Period
FDR - Flight Data Recorder
FOM – Flight Operations Manual
GDO- Guaranteed Days Off
HBT – Home Base Time
HSC - Hotel Selection Committee
IHR – Safety and Fatigue Incident Hazard Reports
IROP – Irregular Operations
JUC – Joint Uniform Committee
LEC - Local Executive Council
LOFT - Line Oriented Flight Training
LOSA – Line Operations Safety Audit
LTD - Long Term Disability
MDPC - Minimum Duty Period Credit
MEC - Master Executive Council
MLO – Manager, Line Operations

MMG – Minimum Monthly Guarantee
NSP - No Show Pairing
OPA - Owners Performance Award
PLOA - Personal Leave of Absence
PPC - Pilot Proficiency Check
PRP - Pilot Recovery Program
PSB - Preferential Standing Bid
PSL – Pilot Seniority List
QARs – Quick Access Recorders
RAIC - Restricted Area Identification Card
RDP – Reserve Duty Period
RTD – Return to Duty
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 Board
WSP – Westjet Savings Plan

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, International (*hereinafter* referred to as the "Association").
- 1-1.02. In making this Agreement, the Parties hereto 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.
- 1-1.03. 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 shall grieve this provision.

SECTION TWO – SCOPE

2-1 GENERAL

- 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 Section 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 BY NON PSL INSTRUCTORS](#).
- 2-1.03. No Pilot shall be laid off as a direct result of the Company's business relationships with other airlines, including capacity purchase agreements, code-sharing agreements, marketing agreements, interline agreements, block space agreements, or joint ventures.

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.
- 2-2.02. Within ten (10) Calendar Days of the Company signing and announcing an agreement that concerns a corporate re-organization described in Section 2-2.01 above, the Company shall provide the Association with notice of the proposed corporate re-organization and shall meet with the Association in good faith to discuss:
- a) The potential impact of the corporate re-organization on Pilots;
and
 - b) Options to address that impact on Pilots.

2-2.03. Following the announcement of a corporate re-organization, representatives from the Company and up to two (2) representatives from the Association, unless otherwise mutually agreed upon between the Parties, shall agree to meet monthly for update meetings to discuss the progress of the announced corporate re-organization, or on such other schedule which is mutually acceptable to the Parties. During these meetings between the Company and the Association representatives, the following guidelines shall apply:

- a) The Association's representatives shall sign a non-disclosure agreement in a form reasonably acceptable to the Company prior to receiving any detailed information regarding the proposed corporate re-organization;
- b) The Company shall provide the Association with relevant information that may impact the Company's Pilots; and
- c) Nothing in this Section shall obligate the Company to share information with the Association that is subject to confidentiality between the Company and any other entities involved in the corporate re-organization or that the Company is restricted from sharing under applicable laws.

2-3 BUSINESS RELATIONSHIPS

2-3.01. After the Company has signed and announced a capacity purchase agreement, code-share agreement, marketing agreement, interline agreement, block space agreement, joint venture, or any other agreement that provides for the sharing of passengers or revenue between the Company and another air carrier, the Company shall, upon request of the Association and subject to the Parties reaching an agreement on confidentiality, meet with the Association in good faith to discuss:

- i. the potential impact of the agreement on Pilots; and
- ii. options to address that impact on Pilots.

2-3.02. Nothing in this Agreement shall be deemed to prohibit the Company from entering an interline agreement.

2-4 DIVESTITURE OBLIGATIONS

- 2-4.01. 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.

2-5 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.
- 3-1.02. No individual or group of individuals shall undertake to represent the Association at meetings with the Company without proper authorization of the Association. In order that this may be carried out, the Association shall notify the Company, in writing, of the names and contact information of the duly elected officers and representatives of the Association. The Association shall provide the Company with an updated list immediately following any change to the duly elected officers and representatives of the Association.
- 3-1.03. No Pilot shall ask or be asked to make any agreement with the Company that circumvents or conflicts with this Agreement. Should a Pilot attempt to make such an agreement with the Company, the Company shall direct the Pilot to contact the Association.

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) Calendar Days before such policies become effective, unless the Parties mutually agree to a shorter advance notification period. This five (5) Calendar Day requirement shall 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 shall 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. The Parties mutually agree that this Agreement aims to contain gender neutral language throughout. Any provision in this Agreement which is expressed in terms of a specific gender, shall apply equally to all Pilots covered by this Agreement and 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, shall 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 shall, in consultation with the Association, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Section shall be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement shall 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 Pilot's EFB, in the ALPA folder.

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. 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 Chair or designee for the Association and the Director, Labour Relations, or designee for the Company.
- 3-9.03. Should the authorized signatories above change, the other Party shall be provided with written confirmation of such change as soon as practicable.
- 3-9.04. The Company shall make such amendments to this Agreement available on a Pilot's EFB, in the ALPA folder in accordance with Section 3-11 below.

3-10 DATA BASE

3-10.01. The Company shall provide the following information to the Association 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;
- d) Management hours flown;
- e) Monthly updates of Pilots on LOAs with expected return to work date, where applicable;
- f) Retirements;
- g) Terminations;
- h) Resignations;
- i) Upgrade/Downgrade or aircraft type change including the respective effective dates;
- j) Seniority and employee number;
- k) Date of Hire (DOH);
- l) Position;
- m) Pay step;
- n) Inactive due to medical leave.

3-11 ALPA FOLDER

3-11.01. The Company shall create and maintain an ALPA folder on each Pilot's EFB. This folder shall hold this Agreement, any amendments to this Agreement and jumpseat agreements. This folder shall 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 GENERAL

4-1.01. Pilots shall be paid on a semi-monthly basis with pay dates on the fifteenth (15th) and thirtieth (30th) Calendar Days of the month, except for February which shall be on the fifteenth (15th) Calendar Day and the last Calendar Day of the month.

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 when Active between the 1st Day – 15th of the current Monthly Scheduling Period;
- 2) Reconciliation pay periods (paid mid-month) shall include:
 - a) Remaining payment of eligible salary for the previous Monthly Scheduling Period;
 - b) Premium pay;
 - c) Monthly Scheduling Period straight time/overtime;
 - d) Per diem;
 - e) Uniform maintenance allowance; and
 - f) Additional training pay, including home-based training pay, and training payments.

Note: 4-1.01 effective the first full Monthly Scheduling Period following the ratification of this Agreement

4-1.02. 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.

4-1.03. A Pilot's pay stub shall be made available electronically through the payroll processing software on the Calendar Day prior to the pay date. Should the payroll software permit, through standard process, pay stubs shall be emailed to Pilots.

4-1.04. As soon as feasible, the Company shall provide the Pilot with access to an electronic monthly summary of hours flown.

- 4-1.05. Pilots shall be paid via direct deposit by the Company through the automated payroll distribution system.

4-2 PAY DISCREPRANCIES

- 4-2.01. Underpayments of three hundred dollars (\$300) or less shall be paid at the next regular pay.
- 4-2.02. At the Pilot's request, underpayments exceeding three hundred dollars (\$300) shall have a separate electronic pay deposit issued within five (5) Business Days of the pay discrepancy being confirmed. Otherwise, the underpayment shall be paid at the next regular pay.
- 4-2.03. Overpayments less than twenty-five hundred (\$2500) shall be recouped in three hundred (\$300) increments per pay period.
- 4-2.04. For overpayments of twenty-five hundred (\$2500) or greater, the parties shall 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*.
- 4-2.05. 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) Calendar Days after the termination date.

4-3 FLIGHT CREDIT CALCULATION

- 4-3.01. Flight Credit Hours calculated for the purposes of flight pay:
- a) The "Out Event" is the time when the main 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 main cabin door; or
 - The main cabin door is opened with the emergency brake not set.

- 4-3.02. Flight Credit shall be credited using hours and minutes as units of measurement based on the difference between the Out and In Time.
- 4-3.03. If, due to unforeseen circumstances, a Pilot(s) is required to remain onboard the aircraft for greater than fifteen (15) minutes following the last flight of a Duty Period, the Pilot shall submit the form on their EFB to request an adjustment to the Release Time for the Duty Period. Any additional Duty Period Credit or TAFB RIG Credit resulting from the adjusted Release Time shall be reconciled as Credit growth. The Pilot shall advise Crew Scheduling, via telephone, if the adjusted Release Time will affect the Report Time the following day.

Note: 4-3.03 to be effective the first full Monthly Scheduling Period following the ratification of this Agreement

4-4 PAIRING CREDIT RECONCILIATION

- 4-4.01. 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 four (4) Credit Hours for each Duty Period; or
 - b) The scheduled Flight Credit Hours, including any Deadhead Credit, for the Duty Period; or
 - c) A ratio of one (1) Credit Hour for each two (2) hours of the scheduled Duty Period.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification of this Agreement

- 4-4.02. 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 four (4) Credit Hours for each Duty Period; or
 - b) The actual Flight Credit Hours, including any Deadhead Credit, for the Duty Period; or

c) A ratio of one (1) Credit Hour for each two (2) hours of the actual Duty Period.

- 4-4.03. A Pilot shall be paid the greater of the overall Pairing value in Section 4-4.01 or Section 4-4.02 above.
- 4-4.04. Where the completed Pairing calculation in Section 4-4.02 above is greater, the amount of additional Credit hours paid beyond the scheduled Pairing Credit Hours in Section 4-4.01 above shall be considered Credit growth.
- 4-4.05. Notwithstanding Section 4-4.01 a) and Section 4-4.02 a) above, a minimum daily Credit of four (4) Credit Hours shall be applied to each Day of a split Duty Pairing in accordance with [SECTION 5-11 – SPLIT DUTY PAIRINGS](#).
- 4-4.06. The MDPC, Duty Period Credit, and TAFB RIGs shall only apply to Pairings and shall not apply to Training Assignments and Non-Flying Activities.
- 4-4.07. In the event a Pilot begins, but does not complete a Duty Period, due to a personal Pairing modification, the Pilot shall not be eligible for the MDPC, as outlined in Section 4-4.01 a) or Section 4-4.02 a) above, for the partially completed Duty Period.
- 4-4.08. If a Deadhead is added to a Pairing to position a Pilot back to their Home Base or Domicile following a sick book off or other absence from the workplace this Deadhead shall not be eligible for any additional pay. The actual operated Pairing Credit Hours shall be calculated based on the last completed scheduled flight segment in the Pairing. Per diems shall be paid based on the Pilot's actual return time to their Home Base or Domicile.
- 4-4.09. Notwithstanding Section 4-4.08 above, if a Deadhead is added to a Pairing to position a Pilot back to their Home Base or Domicile on a Day Off following a fatigue book off this Deadhead shall be paid but not credited, in accordance with [Section 4-10 - Deadhead Pay](#) below, at the Pilot's Hourly Base Rate. The actual operated Pairing Credit Hours shall be calculated based on the last completed scheduled flight segment in the Pairing. Per diems shall be paid based on the Pilot's actual return time to their Home Base or Domicile. For clarity, this Deadhead shall not be eligible for premium pay and RIGs shall not apply to this Deadhead.

- 4-4.10. Should a Pilot not be present for an Assignment due to an approved paid absence in accordance with [SECTION 18 – LEAVES OF ABSENCE](#), the original Credit Hours shall not be affected.
- 4-4.11. A Pilot unable to complete an Assignment 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. For clarity, this deduction shall also include credit associated with the MDPC, Duty Period Credit and TAFB RIG.
- 4-4.12. A Pilot unable to complete the entire Overtime or Premium Assignment due to illness or an unpaid absence shall have their pay adjusted accordingly. Only Overtime or Premium hours Awarded and completed shall be compensated.

4-5 OVERTIME PAY

- 4-5.01. 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 Awarded/Assigned hours completed greater than eighty-five (85) Credit Hours; and
 - b) Credit growth that increases the originally Awarded/Assigned hours to greater than eighty-five (85) Credit Hours.
- 4-5.02. 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.

4-6 LENGTH OF SERVICE PAY

Note: This 4-6.01 shall be effective January 1, 2025

- 4-6.01. A Pilot who Upgrades from First Officer to Captain shall be placed at the applicable Captain rate of pay based on their Length of Service as a Pilot with the Company in accordance with this Agreement and the following:
- a) A Pilot who has completed at least twelve months (12) months Length of Service and successfully Upgrades to a Captain

Position in accordance with Section 4-13.01 below shall commence their Captain rate of pay at Step 2.

- b) A Pilot who has completed at least twenty-four (24) months Length of Service and successfully Upgrades to a Captain Position in accordance with Section 4-13.01 below shall commence their Captain rate of pay at Step 3.
- c) A Pilot who has completed thirty-six (36) or more months Length of Service and successfully Upgrades to a Captain Position in accordance with Section 4-13.01 below shall commence their Captain rate of pay at Step 4. For clarity, if a First Officer has more than thirty-six (36) months Length of Service when they Upgrade, they shall be placed at the Captain rate of pay at Step 4.

4-6.02. Effective January 1, 2025, a Captain who previously Upgraded from First Officer to Captain shall be placed on the applicable pay step based on their Length of Service as a Pilot with the Company in accordance with this Agreement. For the purposes of this one-time exercise, any period of layoff which occurred prior to January 1, 2025 shall not reduce a Pilot's Length of Service. For clarity, this commitment is only for the purposes of clarifying a Captain's pay step rate placement on January 1, 2025 and shall not be relied upon for any other purposes.

4-6.03. Notwithstanding Section 4-6.02 above, all Pilots hired before ratification of this Agreement shall be grandfathered at their pay step rate for their applicable Position as of the ratification date of this Agreement; until such time as their Length of Service entitles the Pilot to be placed on the next pay step rate. This commitment is only for the purposes of clarifying a Pilot's pay step rate placement at time of ratification of this Agreement and shall not be relied upon for any other purposes.

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. Credit Hours earned at premium pay do not apply toward the overtime threshold in Section 4-5.01 a) and b) above.

4-7.02. Credit Hours earned at 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 01:00 is extended due to operational reasons beyond 01:59 into a scheduled Day Off, vacation Day or GDO. In such cases the Pilot shall be paid but not credited an additional four (4.0) hours at the premium pay rate;
- b) A Pilot is Awarded an open time Assignment on a scheduled Day Off, a vacation Day or GDO. This does not apply to Pilot-to-Pilot shift trades;
- c) A Pilot voluntarily accepts a Reassignment in accordance with SECTION 6-4.06;
- d) A Pilot voluntarily agrees to extend an Assignment in accordance with [SECTION 6-6 - VOLUNTARY PAIRING EXTENSIONS](#);
- e) Following the completion of a scheduled Duty Period, a Pilot is Awarded an open time Assignment in the same Duty Period. Premium pay shall apply for the greater of scheduled or actual block time associated with the open time Assignment;
- f) A Pilot accepts a voluntary Assignment swap resulting in the Pilot working a greater number of Days than their original Assignment in accordance with SECTION 6-7.03;
- g) A Pilot accepts pay in lieu of vacation in accordance with [SECTION 12-10 - PAY IN LIEU OF VACATION](#);
- h) Except as otherwise specified in this Agreement, a Pilot in training or a Training Pilot accepts a Training Assignment on a Day Off or a Training Assignment is extended into a Day Off; or
- i) A Pilot is Awarded an open time overnight simulator slot spanning two (2) Days. They shall receive an additional two (2) hours of pay at the premium pay rate in accordance with Section 4-7.02 above for the Training Event. For clarity, this payment shall be in addition to the Credit Hours paid for the simulator session in accordance with Section 4-12.01 or Section 4-13.05 below.

Note: 4-7.03 effective the first full Monthly Scheduling Period following ratification of this Agreement

- 4-7.04. Hours earned at premium pay shall not contribute to Credit growth.
- 4-7.05. Premium payments shall not be compounded.
- 4-7.06. For the purposes of premium pay in accordance with Section 4-7.03 (b, e, f, and g) above, the Company may, at its discretion, increase the premium pay rate multiple in increments of zero point five (0.5) for a specific open time Assignment, group of open time Assignments, or open time Assignments on a series of dates from the regular premium pay rate in accordance with Section 4-7.02 above. The assigned premium pay rate multiple shall be communicated to all Pilots when it has been triggered. If the same open time Assignment, where Pilots of both Ranks (may be Captain/Captain or Captain/First Officer) are posted as open time, are Awarded on the same Calendar Day, they shall be paid at the highest posted multiplier for that Assignment.

4-8 CANCELLATION PAY

- 4-8.01. When a Pilot's Assignment is cancelled, in whole or in part, they shall be credited for the originally scheduled Credit Hours at the applicable Hourly Base Rate, premium pay or overtime rate, if applicable, in accordance with [Section 4-4 - Pairing Credit Reconciliation](#).
- 4-8.02. A Pilot whose Assignment is cancelled in accordance with Section 4-8.01 above shall be eligible and available for Reassignment in accordance with [SECTION 6-4 - REASSIGNMENT](#).
- 4-8.03. Notwithstanding Section 4-8.01 above, cancellation pay shall not apply in situations where an open time Assignment in accordance with Section 4-7.03 b) above, in whole or in part, is cancelled by the Company twenty-four (24) hours or more in advance of the Report Time and the Pilot shall not be required to accept Reassignment. Pay protection shall not apply and the originally scheduled Day Off shall be reinstated.
- 4-8.04. Where an open time Assignment in accordance with Section 4-7.03 b) above, in whole or in part, is cancelled by the Company within twenty-four (24) hours of the Report Time, a Pilot can either elect to be reassigned in accordance with [SECTION 6-4 - REASSIGNMENT](#) or forego the pay protection.

4-9 VACATION DAY

4-9.01. A Pilot shall be paid four (4) Credit Hours for each vacation Day.

4-10 DEADHEAD PAY

4-10.01. A Pilot shall be credited for Deadhead(s) as follows:

- a) When a Pilot is required to Deadhead as part of a Pairing on WestJet or WestJet Encore aircraft, they shall be credited at fifty percent (50%) of the scheduled or actual block time of the Deadhead reconciled in accordance with [Section 4-4 – Pairing Credit Reconciliation](#). Deadhead credit shall count toward a Pilots Monthly Scheduling Period Credit.
- b) When a Pilot is required to Deadhead as part of a Pairing by ground transportation (e.g., automobile, van, bus, train, etc.) they shall be credited for fifty percent (50%) of the scheduled travel, reconciled in accordance with [Section 4-4 – Pairing Credit Reconciliation](#). Deadhead Credit earned by ground transportation shall count toward the Pilot's Monthly Scheduling Period Credit.
- c) When a Pilot is required to Deadhead as part of a Pairing on non WestJet or WestJet Encore aircraft, they shall be credited at fifty percent (50%) of the scheduled Deadhead time, reconciled in accordance with [Section 4-4 – Pairing Credit Reconciliation](#). Deadhead Credit earned by third party transportation shall count toward the Pilot's Monthly Scheduling Period Credit.
- d) When a Pilot is required to Deadhead for the purposes of ground-based Training Assignment(s), the Pilot shall be credited the greater of:
 - i) For a travel-only Day,
 - a. The MDPC for a travel-only Day; or
 - b. Fifty percent (50%) of the block time of the Deadhead for a travel-only Day; or
 - ii) For a Deadhead which occurs in the same Duty Period as a ground-based Training Assignment, fifty percent (50%) of the block time of the Deadhead in addition to the Credit for the Training Event/Check.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification of this Agreement.

4-10.02. When a Pilot is on a Deadhead it counts as Duty under [Section 4-4 - Pairing Credit Reconciliation](#) above.

4-11 INITIAL TRAINING PAY

4-11.01. A newly hired Pilot, who is in initial training, shall be paid the Minimum Monthly Guarantee (MMG) prorated based on their start date. A Pilot who successfully completes initial ground and simulator training midway through the Monthly Scheduling Period shall be entitled to the MMG or their actual scheduled monthly Credit, whichever is greater.

4-11.02. An existing Pilot, who is in initial training, shall be paid the Minimum Monthly Guarantee (MMG) or their actual scheduled monthly Credit, whichever is greater.

4-12 RECURRENT TRAINING/CHECK PAY

4-12.01. A Pilot shall receive four point two five (4.25) Credit Hours for each recurrent Training Event or simulator Check.

4-12.02. With the exception of a new hire Pilot in initial training, a Pilot shall receive four point two five (4.25) Credit Hours for each Day free from Duty within a ground-based Training Assignment away from the Pilot's Home Base.

4-13 TRANSITION AND/OR UPGRADE TRAINING PAY

4-13.01. 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.

4-13.02. 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.

- 4-13.03. 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 their actual scheduled monthly Credit, whichever is greater.
- 4-13.04. If a Pilot is downgraded then subsequently Upgraded, the associated pay and benefits shall begin on the awarded PSB Date.
- 4-13.05. A Pilot who is undergoing Upgrade or Transition Training shall receive four point two five (4.25) Credit Hours for each Training Event.

4-14 HOME-BASED TRAINING PAY

- 4-14.01. A Pilot shall be paid but not credited one (1) hour at their Hourly Base Rate per three (3) hours of Company required Home-Based Training.
- 4-14.02. Notwithstanding Section 4-14.01 and [Section 4-13 – Transition and/or Upgrade Training Pay](#) above, facilitator-led Distance Training Events shall be scheduled as a Day of work and shall receive four point two five (4.25) Credit Hours per Training Event.
- 4-14.03. The Home-Based Training time allocated for purposes of pay in Section 4-14.01 above shall be determined by the Company in advance of the training.
- 4-14.04. The timeframes above shall be subject to an annual review between the Association and the Company.

Note: 4-12, 4-13 and 4-14 effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement

4-15 FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY

- 4-15.01. The Association shall receive a quarterly report outlining the number of training/Check Pilots and the number of applicable Training Events/Checks completed.
- 4-15.02. Active Pilots who are qualified to perform a Training Event listed in Section 4-15.03 a) through g) below shall receive a total lump sum payment in the

amount of two hundred fifty dollars (\$250) for that Monthly Scheduling Period.

4-15.03. Pilots shall be paid a stipend in accordance with the following schedule:

- | | |
|-----------------------------|---|
| a) Ground Instructor: | \$ 200 per Day; |
| b) Simulator Instructor: | \$ 200 per Training Event |
| c) GFS/FDPT Instructor: | \$ 200 per Training Event |
| d) Company ACP (Simulator): | \$ 280 per Training Event |
| e) LOFT facilitator: | \$ 200 per Training Event; |
| f) Line Indoctrination: | \$ 250 per Duty Period; |
| g) Line Check: | \$ 280 per trainee per Duty Period; |
| h) LOSA Observer: | \$ 175 per LOSA observation/administrative day; |
| i) Standards Pilot: | \$ 230 per administrative Day; |
| j) Flight Safety Pilot: | \$ 230 per administrative Day |

Note: If a Pilot completes both a line indoctrination and Line Check in the same Duty Period, the Pilot shall receive the Line Check stipend in Section 4-15.03 g).

Note: 4-15.03 effective the first full Monthly Scheduling Period following ratification of this Agreement

4-15.04. In the event any item in Section 4-15.03 above is cancelled by the Company, when the training/Check Pilot was available to work, the training/Check Pilot shall still receive the applicable stipend listed above.

4-15.05. Pilots in Section 4-15.03 excluding f), g), and h) above shall receive five (5) Credit Hours per Duty Period. Where a Pilot performs an additional training session in the same Duty Period, an additional five (5) Credit Hours at premium pay and an additional stipend shall apply.

Note: 4-15.05 effective no later than three (3) full Monthly Scheduling Period following ratification of this Agreement

4-15.06. When reconciling a Pairing in accordance with Section 4-4.02 above if the Pilot is scheduled a line indoctrination or Line Check as outlined in Section 4-15.03 f) and g) above, the following shall apply:

- a) The five (5) Credit Hours Training Credit per Duty Period shall replace the MDPC outlined in Section 4-4.01 a) and Section 4-4.02 a) above; and
- b) All Flight Time in the Flight Deck Observer Seat (FDOS) shall be considered Flight Time for the purposes of Section 4-4.01 b) and Section 4-4.02 b) above.

Note: 4-15.06 effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement

4-16 TAXI PAY

4-16.01. Planned taxi-only legs shall be built as part of a Pairing. The minimum duration of a planned taxi leg shall be twenty (20) minutes. Any actual taxi time in excess of the planned duration shall be considered as Credit growth.

4-16.02. Any unplanned taxi-only legs shall be credited with the actual taxi time.

4-17 FATIGUE PAY

4-17.01. When a Pilot is removed from a Duty Period due to fatigue, they shall be pay protected for any consecutive Duty Period(s) directly affected by the requirement of Section 4-17.02 a) below, provided every effort was made to utilize the time free from Duty to arrive at work fit to fly. The circumstances of the incident may be reviewed by the Manager, Line Operations (MLO), or designate, and the Association's Central Air Safety Committee fatigue specialist. A Pilot's fatigue history shall not be considered by the Company, or referenced during any FRMS meeting, when making decisions on a current case. However, this shall not prevent the Company from investigating trend patterns in accordance with [SECTION 25 - DISCIPLINE AND DISMISSAL](#).

4-17.02. In application of Section 4-17.01 above, when a Pilot is removed from a Duty Period due to fatigue, the following shall apply:

- a) they shall be required to mitigate fatigue through a Local Night's Rest at the location where fatigue was identified; then,
- b) the Pilot shall be eligible for Reassignment for the remaining length of their previous Assignment in accordance with [SECTION 6-4 – REASSIGNMENT](#); and,
- c) the Pilot shall be required to file an Incident Hazard Report (IHR) within forty-eight (48) hours of the fatigue book-off outlining the circumstances leading to the fatigued state. A Pilot shall not be pay protected for the original Pairing if the IHR is not submitted within forty-eight (48) hours.

4-18 MEETING PAY

- 4-18.01. A Pilot who is scheduled to attend an in-person or virtual mandatory Company meeting as part of their original monthly schedule shall be credited two (2) Credit Hours for a half Day meeting or four (4) Credit Hours for a full Day meeting. A half Day meeting shall not be scheduled for more than four (4) hours of meeting time and a full Day meeting shall not be scheduled for more than eight (8) hours of meeting time.
- 4-18.02. A Pilot who is required to attend an in-person mandatory Company meeting that is not part of their original monthly schedule shall be paid, but not credited, the greater of one point five (1.5) hours or fifty percent (50%) of the actual meeting time, unless the meeting occurs before or after a Duty Period on that Day in which case an adjustment shall be made to the Report and/or Release Time of that Duty Period. Fifty percent (50%) of the meeting time shall be added to the Credit of the existing Duty Period and shall be reconciled in accordance with [Section 4-4 – Pairing Credit Reconciliation](#).
- 4-18.03. A Pilot who is required to attend a virtual mandatory Company meeting that is not part of their original monthly schedule shall be paid, but not credited, fifty percent (50%) of the actual meeting time.
- 4-18.04. In the event a meeting outlined above results in the removal or modification of an Assignment(s), the Pilot shall be pay protected for the greater of the meeting pay above or the original Credit of the modified or removed Assignment(s).

- 4-18.05. A Pilot required to have their fingerprints recorded for Company training, where an opportunity to complete the fingerprinting process within a Training Assignment is not provided, shall be paid two hundred dollars (\$200).
- 4-18.06. In the event the in-person mandatory Company meeting is to take place away from the Pilot's Home Base, per diems shall be paid to the Pilot in accordance with [SECTION 10-1 – PER DIEM](#).

4-19 PAY RATES GENERAL

4-19.01. PILOT RATES TABLE

| Captain Rates | | | | | |
|---------------|-------------|------------|------------|------------|------------|
| Steps | July 1 2024 | Jan 1 2025 | Jan 1 2026 | Jan 1 2027 | Jan 1 2028 |
| 1 | \$112.00 | \$114.24 | \$116.52 | \$118.86 | \$121.24 |
| 2 | \$116.00 | \$118.32 | \$120.69 | \$123.10 | \$125.56 |
| 3 | \$120.00 | \$122.40 | \$124.85 | \$127.34 | \$129.89 |
| 4 | \$126.00 | \$128.52 | \$131.09 | \$133.71 | \$136.38 |
| 5 | \$136.00 | \$138.72 | \$141.49 | \$144.32 | \$147.21 |
| 6 | \$141.00 | \$143.82 | \$146.70 | \$149.63 | \$152.62 |
| 7 | \$146.00 | \$148.92 | \$151.90 | \$154.94 | \$158.04 |
| 8 | \$148.00 | \$150.96 | \$153.98 | \$157.06 | \$160.20 |
| 9 | \$150.00 | \$153.00 | \$156.06 | \$159.18 | \$162.36 |

| First Officer Rates | | | | | |
|---------------------|-------------|------------|------------|------------|------------|
| Steps | July 1 2024 | Jan 1 2025 | Jan 1 2026 | Jan 1 2027 | Jan 1 2028 |
| 1 | \$72.00 | \$73.44 | \$74.91 | \$76.41 | \$77.94 |
| 2 | \$74.00 | \$75.48 | \$76.99 | \$78.53 | \$80.10 |
| 3 | \$76.00 | \$77.52 | \$79.07 | \$80.65 | \$82.26 |
| 4 | \$78.00 | \$79.56 | \$81.15 | \$82.77 | \$84.43 |
| 5 | \$80.00 | \$81.60 | \$83.23 | \$84.90 | \$86.60 |
| 6 | \$82.00 | \$83.64 | \$85.31 | \$87.02 | \$88.76 |

4-19.02. Progression through the Step Rates within the same Rank in Section 4-19.01 above 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, 13 under Part 3 of the *Canada Labour Code*. All years of service at the Company shall count towards the Length of Service for pay as a First Officer.

RETROACTIVE PAYMENT:

No later than October 15, 2024, Pilots, who are Active on September 30, 2024 shall receive a one-time only retroactive payment for the period of January 1, 2024 to June 30, 2024 ("Retro Period"). This payment shall equate to the Pilot's applicable July 1, 2024 rate of pay for their applicable Position(s) within the Retro Period, less their pre-ratification rate of pay for their applicable Position(s) within the Retro Period, multiplied by the hours worked by the Pilot within the Retro Period less any MOA4 lump sum payment paid over the Retro Period, excluding stipends and other forms of compensation. This retroactive payment shall also include a WSP top-up payment, which shall be paid as a one-time lump sum payment equivalent to the Pilot's applicable July 1, 2024 rate of pay for their applicable Position(s) within the Retro Period, less their pre-ratification rate of pay for their applicable Position(s) within the Retro Period, multiplied by the WSP eligible hours worked by the Pilot within the Retro Period multiplied by the Pilot's actual WSP contributions made in the Retro Period.

For Pilots who are Inactive on the last day of the pay period in which the retroactive payment is issued, they shall receive a one-time only retroactive payment for the period of January 1, 2024 to June 30, 2024 upon their first pay period following return to Active status. The payment shall equate to the Pilot's applicable July 1, 2024 rate of pay for their applicable Position(s) within the Retro Period, less their pre-ratification rate of pay for their applicable Position(s) within the Retro Period, multiplied by the hours worked by the Pilot within the Retro Period less any MOA4 lump sum payment paid over the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall equate to the Pilot's applicable July 1, 2024 rate of pay for their applicable Position(s) within the Retro Period, less their pre-ratification rate of pay for their applicable Position(s) within the Retro Period, multiplied by the WSP eligible

hours worked by the Pilot within the Retro Period multiplied by the Pilot's actual WSP contributions made in the Retro Period.

SECTION FIVE - SCHEDULING RULES

5-1 SCHEDULING REVIEW COMMITTEE

- 5-1.01. The Parties agree to maintain a Scheduling Review Committee (hereinafter the "SRC").
- 5-1.02. The purpose of the 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 recommend solutions and parameters that would consider overall scheduling satisfaction, Pairing efficiency, Pairing development, fatigue, and reserve scheduling.
- 5-1.04. The SRC shall be comprised of up to three (3) Company representatives and up to three (3) Pilots as designated by the Association. The SRC shall consult with any specialists or SMEs in fatigue, health management or other relevant areas as required.
- 5-1.05. The SRC shall meet at least quarterly or as mutually agreed. Additional representatives and SMEs may participate with mutual agreement between the Parties.
- 5-1.06. During the meetings with the SRC, the Company shall share the common seasonal scheduling parameters used during planning for building Pairings and initial scheduling construction in the software system. Parameters used for operations post schedule release shall also be reviewed. The SRC shall also discuss ongoing system enhancements such as additional bidding capabilities and software updates. The purpose of these discussions is to consider and make appropriate recommendations to the Company to improve the overall efficiency and effectiveness of the system.

- 5-1.07. The Company shall provide the following information to the SRC twice per year:
- a) Planned block hours for the following six (6) months and the projected block hours for the subsequent six (6) month period by Equipment/Type and Home Base on a month to-month basis; and
 - b) Planned crewing distribution by Equipment/Type and Home Base for the following six (6) months by Position on a month-to-month basis.
- 5-1.08. The SRC shall review any Pilot scheduling issues brought to its attention and shall make recommendations to the Company for resolution. Unresolved issues shall be escalated to the Director, Flight Operations, or designate, and MEC Chair who shall meet to discuss any possible resolutions. The Director, Flight Operations, or designate, shall provide the Association with their decision in writing.
- 5-1.09. The Association members of the SRC shall have independent remote access to the software utilized by the Company for Pairing and schedule generation, in a non-operational environment. Additionally, the Company shall provide Association members of the SRC read-only access to the crew management system, including daily open time. Should the Company choose to implement fatigue software the Association members of the SRC shall have access to this software in a non-operational environment.
- 5-1.10. The Company shall ensure the SRC members with access are provided an opportunity to undergo, in-house training, if required, on the applicable software products. The Company shall provide this training session up to two (2) time(s) per calendar year.
- 5-1.11. Notwithstanding Section 5-1.10 above, in the event the Company implements new applicable software, training on the new software shall be at the Company's expense and "training for the trainer" sessions shall be provided up to two (2) SRC members.
- 5-1.12. The Company shall provide the SRC the following data for each Monthly Scheduling Period for each Position as it becomes available:

- a) Pairing Statistics (Block and Credit hours, Pairing lengths, DHs, TAFB);
- b) Any other data agreed to by the SRC.

5-2 CREW PLANNING – SCHEDULING

5-2.01. Pilots shall be Awarded/Assigned original 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. Pilots shall not be Assigned simulator seat fills, Crew Resource Management support or group line indoctrination(s) as part of their Awarded/Assigned original monthly schedule.

Note: The items listed above are not an exhaustive list, if a new Non-Flying Activity, which is not a Training Event, arises the Company shall meet with the Association to determine how Pilot(s) may be Awarded/Assigned.

Note: 5-2.01 to be implemented no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement.

- 5-2.02. The Company shall determine and use a series of parameters as agreed to by the SRC when building Pairings, Blocks, responding to open time requests, shift trades, partial shift trades and providing Assignments to Pilots.
- 5-2.03. The scheduling software measures satisfaction (achievement score) based on monthly bids and strives to maximize such scores within the Pilot group at a given Home Base on a rolling three (3) month basis. The computer-generated satisfaction score shall be made available to Pilots no later than five (5) Business Days after schedule release.
- 5-2.04. Pairings generated in error shall be reviewed by the Company and modified to ensure compliance with this Agreement.
- 5-2.05. The Company shall not utilize a parameter in the scheduling system that equalizes Days Off between Pilots Schedules without the approval of the MEC Chair or their designate.

- 5-2.06. The Company agrees to maintain a daily record for each Pilot of Credit Hours accrued during the Monthly Scheduling Period. These records shall be available to each Pilot monthly, on a web-based system.
- 5-2.07. The Company shall not schedule, and the Pilot shall not be required to accept any Assignment 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.
- 5-2.08. Except as provided elsewhere in this Agreement, once a monthly schedule Assignment has been published and therefore Awarded to a Pilot, the scheduled monthly Credit it establishes shall become guaranteed for pay purposes.
- 5-2.09. Unless approved by the Chief Pilot, any administrative Days that are not specifically covered in this Agreement shall not be dropped or moved to accommodate the pick up of open time Assignments or trip trades unless required to facilitate currency requirements.

5-3 MAXIMUM DAYS PER MONTHLY SCHEDULING PERIOD

- 5-3.01. Pilots shall be scheduled up to a maximum of seventeen (17) Days per Monthly Scheduling Period for a minimum of six (6) Monthly Scheduling Periods per calendar year. The Company shall have the option to schedule Pilots up to a maximum of eighteen (18) Days for up to six (6) Monthly Scheduling Periods per calendar year. Pilots shall be notified of the maximum Days in the applicable Monthly Scheduling Period prior to bid close.

Note: 5-3.01 effective January 1, 2025.

- 5-3.02. With the exception of a new-hire Pilot in initial training, a Pilot who is Awarded/Assigned eighteen (18) Days in a Monthly Scheduling Period as part of their original published schedule, in accordance with 5-3.01, shall be paid but not credited an additional two (2) hours of premium pay upon completion of the eighteenth (18th) Day. For clarity, if the Pilot has any absence from the workplace for a full or partial Day during that Monthly Scheduling Period this premium pay shall not apply.

Note: 5-3.02 effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

- 5-3.03. Pilots may submit a preference to volunteer to be scheduled for one (1) Day greater than the monthly maximum as outlined in 5-3.01 above (eighteen (18) or nineteen (19) Days, as applicable). Pilots who submit their preference may be scheduled the one (1) additional Day, at the Company's discretion, in the Monthly Scheduling Period in which they volunteered.
- 5-3.04. With the exception of a new-hire Pilot in initial training, if a Pilot is Awarded/Assigned one (1) additional Day of scheduled work in a Monthly Scheduling Period as part of their original published schedule, in accordance with 5-3.03 above, the Pilot shall be paid, but not credited an additional four (4) hours of premium pay upon completion of all scheduled Days of work. For clarity, if the Pilot has any absence from the workplace for a full or partial Day during that Monthly Scheduling Period this premium pay shall not apply.
- 5-3.05. A Pilot may be eligible for the premium pay in accordance with both 5-3.02 and 5-3.04 above within the same Monthly Scheduling Period.
- 5-3.06. The constraints in Section 5-3.01 above, shall not apply in circumstances where Pilots are required to complete their initial training or Transition Training in any Monthly Scheduling Period up to and including the month of their Pilot Proficiency Check. In these Monthly Scheduling Periods, Pilots shall be scheduled to a maximum of twenty (20) Days, excluding any Days scheduled for the completion of Home-Based Training.
- 5-3.07. If a Pilot is scheduled a layover which spans an entire Day, the layover shall count towards the maximum Days per Monthly Scheduling Period as outlined in Section 5-3.01 above.

5-4 MONTHLY SCHEDULING PERIODS

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

01 January - 30 January

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

02 March – 31 March (exception: Leap Years, 01 March – 31 March)
01 April – 30 April
01 May – 31 May
01 June – 30 June
01 July – 31 July
01 August – 31 August
01 September – 30 September
01 October – 31 October
01 November – 30 November
01 December – 31 December

5-5 SCHEDULING WINDOW

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

5-6 ERRORS IN SCHEDULING

- 5-6.01. It is the responsibility of any Pilot who believes they have been blocked incorrectly to bring the error to the attention of their direct MLO, or designate and the Association SRC Chair within five (5) Calendar Days of the monthly schedule distribution date in accordance with [Section 5-16 – Publication of Schedules](#) below. The Company shall provide available options and allow the Pilot to indicate their preference for any required schedule revisions.
- 5-6.02. Should the Company discover a blocking error, they shall contact the Pilot and the Association SRC Chair as soon as practicable. The Company shall provide available options and allow the Pilot to indicate their preference for any required schedule revisions.
- 5-6.03. The greater of the Pilot's MMG or originally scheduled Credit shall be pay protected for the Monthly Scheduling Period that has been revised in accordance with Section 5-6.01 and Section 5-6.02 above.

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 ten percent (10%) 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 Home Base or elsewhere.
- 5-8.02. For recurrent/Upgrade Training, a Pilot shall receive four point two five (4.25) Credit Hours for each Duty Period of simulator and ground training at their Home Base. In the case of training outside of the Pilot's Home Base, the Pilot shall receive four point two five (4.25) Credit Hours for each standalone travel Day that is assigned by the Company in association with the training. Deadhead Credit shall not apply to the standalone travel day.

Note: 5-8.02 effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement

- 5-8.03. Simulator Check Events shall be scheduled as follows:
- a) With no start time earlier than 0430 local time; and
 - b) No end time later than 0100 local time;

This Section 5-8.03 shall not apply to Checks that are required to be rescheduled due to unforeseen circumstances.

- 5-8.04. Pilots shall be provided a rest period of at least twenty-four (24) hours after arrival for Training Assignments outside of the North American Zone.
- 5-8.05. Simulator Training Events scheduled to fall between 0100 and 0430 excluding post briefings shall be governed by the following:
- a) At a Pilot's Home Base:
 - i. The Pilot shall be scheduled for twenty-four (24) hours free from Duty before the scheduled start of the first simulator Training Event.

- ii. Subsequent days shall require sixteen (16) hours rest between simulator Training Events.
 - iii. On the final day of the simulator event, a Pilot shall be scheduled for thirty-two (32) hours free from Duty commencing at the conclusion of the simulator Training Events.
- b) Away from a Pilot's Home Base:
 - i. In the event the Deadhead to the simulator Training Events location and the simulator Training Events are not in the same Duty Period, the Pilot shall be scheduled for twenty-four (24) hours free from Duty prior to the simulator Training Events.
 - ii. In the event the Deadhead to the simulator Training Events location and the simulator Training Events are in the same Duty Period in accordance with Section 5-8.06 below, the Pilot shall be scheduled for twenty-four (24) hours free from Duty prior to the scheduled Deadhead to the simulator Training Events location.
 - iii. Subsequent Days shall require sixteen (16) hours rest between simulator Training Events.
 - iv. Following the completion of the simulator Training Events on the final Day, the Pilot shall be granted the minimum amount of rest in accordance with [Section 5-9 – Crew Rest – Schedule Planning](#), and [Section 5-10 – Crew Rest – Day-Of Operations](#) below prior to a Deadhead back to their Home Base. This rest can be waived for the purposes of Deadheading back to the Pilot's Home Base.
 - v. Upon arrival of the Deadhead outlined in Section 5-8.05 b), iv) above, a Pilot shall be scheduled for twenty-four (24) hours free from Duty.
- c) If the simulator Training Event is cancelled, the Pilot shall not be placed into return to Duty (RTD) reserve.
- d) A Pilot may waive any of the periods free from Duty described above. However, should a Pilot choose to pick up any open time during this period and it was not a Scheduled Day Off, the Pilot shall be paid at straight-time.

- 5-8.06. A Pilot who Deadheads on the same Day prior to a simulator or GFS Training Event, shall have a maximum scheduled Duty Period no greater than ten (10) hours.
- 5-8.07. All required Training Events and administrative Days shall be scheduled and communicated to the Pilots via the Company bidding system forty-eight (48) hours prior to the closing of the bid for the Monthly Scheduling Period in which the training shall occur. Prior to the bid closing if there are changes to Training Events or administrative Days the Company shall upload the new schedule to allow the Pilot to modify their bid. If changes occur after bid close from the wings calendar to the release of the original schedule a Pilot shall be Assigned to Return To Duty (RTD) reserve for that Training Assignment or administrative Day.
- 5-8.08. If it becomes necessary, after the Monthly Scheduling Period has been released, for the Company to cancel Assigned ground-based Training Events, the options below shall apply;
- a) Greater than twenty-four (24) hours of the Report Time, the Pilot may be Assigned to RTD reserve in accordance with [SECTION 7-11 – RETURN TO DUTY \(RTD\) RESERVE](#).
 - b) Less than twenty-four (24) hours of the Report Time, the Pilot shall be released from Duty and pay protected for the first Training Event. For any subsequent Training Events the Pilot may be Assigned to RTD reserve in accordance with [SECTION 7-11 – RETURN TO DUTY \(RTD\) RESERVE](#).
- 5-8.09. 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 Check, it may be conducted on a Scheduled Day Off. Prior to scheduling the additional Training Event on a Scheduled Day Off, consideration shall be given for significant personal events planned on the Scheduled Day(s) Off Pilot(s) shall be paid, but not credited at straight time for this event, and the Day Off shall not be restored.
- 5-8.10. If a Pilot who has completed the training program satisfactorily may voluntarily 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.

- 5-8.11. If due to unforeseen circumstances, a Pilot is Assigned any training, with the exception of Home-Based Training, on a Scheduled Day Off, consideration shall be given for significant personal events planned on the Scheduled Day(s) Off. They shall be credited in accordance with [SECTION 4-7 - PREMIUM PAY](#) and the Day Off shall not be restored.
- 5-8.12. Deadheading to or from the training location, to or from the Pilot's Home Base shall be the only additional Duty required of the Pilot when training.
- 5-8.13. The Company shall not Assign two (2) Simulator/GFS Events in one (1) Scheduling Day, unless mutually agreed upon by the Pilot and the Company.

5-9 CREW REST- SCHEDULE PLANNING

- 5-9.01. The minimum planned scheduled rest period shall be:
- a) At the Pilot's Home Base: a period of twelve (12) consecutive hours;
 - b) Away from the Pilot's Home 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 shall equal or exceed the length of the preceding Duty Period.

5-10 CREW REST - DAY-OF OPERATIONS

- 5-10.01. The minimum day-of rest period shall be:
- a) At the Pilot's Home Base: a period of twelve (12) consecutive hours. With the agreement of the Pilot, the rest period may be reduced to a period of eleven (11) consecutive hours should the Company provide Suitable Accommodations at or near the airport.
 - b) Away from the Pilot's Home 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 shall 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 during the thirty (30) minute period before the Pilot was scheduled to leave the Suitable Accommodation or during the sixty (60) minute period before the Report Time. For the purposes of this Section, if no notification is received as outlined above the Duty Period shall commence at the original Report Time.

5-11 SPLIT DUTY PAIRINGS

5-11.01. Split Duty Pairings shall only be available via open time Assignments. 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 split Duty Pairing as follows:

- i. The maximum Duty Period shall be in accordance with [Section 5-13 – Maximum Flight Duty Period For Planning Purposes](#);
- 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 shall be provided with no less than a four (4) hour break between segments at Suitable Accommodation excluding travel time;
- iv. The last Flight Segment shall be scheduled to arrive at the Pilot's Home Base no later than 0900 local time;
- v. Once released to rest after the completion of the split Duty Pairing, the Pilot shall not be required to report to the next Duty Period prior to 0500 the following Day.

5-11.02. A portion of the rest period shall count towards a permissible extension of the maximum FDP as follows:

- a) Where the rest is provided between 00:00 to 05:59 acclimatized time, one hundred percent (100%) of the rest time shall be counted towards a permissible extension of the max FDP; and

- b) Where the rest period is provided between 06:00 and 23:59 acclimatized time, fifty percent (50%) of the rest time shall be counted towards a permissible extension of the max FDP.

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 | 30 (prior to DH) | 45 (prior to DH) | 00 (after a DH) |

Note: 5-12.01. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

5-13 MAXIMUM FLIGHT DUTY PERIOD FOR PLANNING PURPOSES

- 5-13.01. The maximum length of a planned scheduled Flight Duty Period released by Crew Planning shall be as follows:

| Maximum Flight Duty Period for Planning Purposes | | | | |
|--|-------------|-------------------------------|------------|-------------------------------|
| Report Time (Acclimatized) | 1-4 Sectors | | 5+ Sectors | |
| Start of FDP | Max FDP | Extended Duty for Deadheading | Max FDP | Extended Duty for Deadheading |
| 00:00 - 03:59 | 9 hours | 10 hours | 9 hours | 10 hours |
| 04:00 - 04:59 | 10 hours | 11 hours | 9 hours | 11 hours |
| 05:00 - 05:59 | 11 hours | 12 hours | 10 hours | 11 hours |
| 06:00 - 06:59 | 12 hours | 13 hours | 11 hours | 12 hours |

| | | | | |
|---------------|----------|----------|------------|------------|
| 07:00 – 12:59 | 13 hours | 14 hours | 12 hours | 13 hours |
| 13:00 – 16:59 | 12 hours | 13 hours | 11.5 hours | 12.5 hours |
| 17:00 – 21:59 | 11 hours | 12 hours | 11 hours | 12 hours |
| 22:00 – 22:59 | 10 hours | 11 hours | 10 hours | 11 hours |
| 23:00 – 23:59 | 9 hours | 10 hours | 9 hours | 10 hours |

Note: 15-13.01. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

5-14 MAXIMUM FLIGHT DUTY PERIOD FOR DAY OF OPERATIONS

5-14.01. The maximum Flight Duty Periods for day of operations shall be as follows:

| Maximum Flight Duty Period for Day Of Operations | | | | |
|--|-------------|-------------------------------------|------------|-------------------------------------|
| Report Time (Acclimatized) | 1-4 Sectors | | 5+ Sectors | |
| Start of FDP | Max FDP | Extended Duty for Deadheading | Max FDP | Extended Duty for Deadheading |
| 00:00 - 03:59 | 9 hours | 11 hours | 9 hours | 11 hours |
| 04:00 – 04:59 | 10 hours | 12 hours | 9 hours | 11 hours |
| 05:00 – 05:59 | 11 hours | 13 hours | 10 hours | 12 hours |
| 06:00 – 06:59 | 12 hours | 14 hours | 11 hours | 13 hours |
| 07:00 – 12:59 | 13 hours | 14 hours | 12 hours | 14 hours |
| 13:00 – 16:59 | 12.5 hours | 14 hours | 11.5 hours | 13.5 hours |
| 17:00 – 21:59 | 12 hours | 14 hours | 11 hours | 13 hours |
| 22:00 – 22:59 | 11 hours | 13 hours | 10 hours | 12 hours |
| 23:00 – 23:59 | 10 hours | 12 hours | 9 hours | 11 hours |

Note: A Pilot may extend or reduce their FDP due to unforeseen operational circumstances in accordance with the CARs.

Note: 5-14.01. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

- 5-14.02. For day-of operations, modifications, Reassignments, reserve Assignments, and open time Pairings, the Deadheading column in the Maximum Flight Duty Period table in Section 5-14.01 above may be extended to CARs limits in accordance with Section 5-14.03 and Section 5-14.04 below at the Pilot's discretion.
- 5-14.03. If a Pilot is scheduled, Assigned or Awarded a last Leg Deadhead exceeding the maximum Flight Duty Period outlined in Section 5-14.01 above, the Pilot shall be provided a premium seat and listed for upgrade to the highest class available, if [SECTION 34-2 - SEATS FOR DEADHEADING](#) have not already provided a premium class seat. For clarity, this shall not apply when a Pilot completes a personal Pairing modification, is Deadheading following an absence from the workplace, or the original flight is delayed.
- 5-14.04. In accordance with Section 5-14.03 above, if there are no seats available in a premium seat, or higher-class cabin at the time of boarding, and a Pilot is required to Deadhead in an economy seat, the Pilot shall receive a stipend of three hundred dollars (\$300.00) in lieu of receiving the premium seat. If a Pilot self-selects a lower-class of seat, they shall not be eligible for such stipend.

5-15 MINIMUM MONTHLY GUARANTEE (MMG), ADDITIONAL STRAIGHT TIME & OVERTIME

- 5-15.01. An Active Pilot employed for a full Monthly Scheduling Period shall be paid a Minimum Monthly Guarantee (MMG) of seventy-five (75) Credit Hours per Monthly Scheduling Period.
- 5-15.02. 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.

- 5-15.03. 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.

5-16 PUBLICATION OF SCHEDULES

- 5-16.01. Bids normally close on the 13th day of the calendar month preceding the Monthly Scheduling Period. The Company may delay the bid close date by notifying Pilots, via email, prior to the bid closing.
- 5-16.02. The Company shall publish the Pilot's schedule for the subsequent Monthly Scheduling Period no later than the 20th day of the calendar month preceding the Monthly Scheduling Period.
- 5-16.03. The Pilot's schedule shall be published and be available to the Pilot no later than 23:59 Mountain Time (MT).
- 5-16.04. In the event of extenuating circumstance, the dates outlined in Section 5-16.02 above may be adjusted with mutual agreement between the Parties.

5-17 BIDDING

- 5-17.01. 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 AM (either desire or avoid); **(Note: Effective no later than nine (9) full Monthly Scheduling Periods following ratification)**
 - b) Reserve Duty PM (either desire or avoid); **(Note: Effective no later than nine (9) full Monthly Scheduling Periods following ratification)**
 - c) Pairing check-in time;
 - d) Pairing check-out time;
 - e) Flight destination(s) (landings);
 - f) Layover location;
 - g) Pairing length;
 - h) Red eye flip Pairing;
 - i) AM-PM Pairings;
 - j) Pairing starts with Deadhead arriving at a flight destination;

- k) Pairing ends with Deadhead departing a flight destination;
- l) Day(s) of the week avoid or request to work;
- m) Specific date off;
- n) Days Off between work periods;
- o) Pairing Start and/or End with Deadheading Flight;
- p) Volunteer for "Christmas Compensation";
- q) Minimum Home Base rest.

(Note: Effective no later than three (3) full Monthly Scheduling Periods following ratification)

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

5-18 VACATION DAY

5-18.01. A vacation Day when included in a Monthly 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 Monthly Scheduling Period.

5-19 SPECIAL PILOT MEETINGS

5-19.01. The provisions of Section 19 apply only to those meetings that are not governed by this Agreement ("Special Pilot Meeting"). For example, this article shall not apply to investigative, Grievance, performance, disciplinary or medical related meetings.

5-19.02. In the event a Pilot voluntarily attends a Special Pilot Meeting on a Day Off, approved leave of absence, vacation Day or GDO, they shall be paid but not credited four (4) hours for that meeting. For clarity, these hours shall not apply to the Monthly Scheduling Period MMG/overtime thresholds.

5-19.03. 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.

5-19.04. 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 CREW SCHEDULING PHONE RECORDINGS

- 6-1.01. The Company shall record and retain all telephone conversations between Pilots and Crew Schedulers on Company telephone lines. These recordings shall be retained for one hundred and twenty (120) Calendar Days. Upon request of the Association, a copy of the call recording may be provided to the Association at the Company's discretion. In the event of a dispute, the Association may request that any recording(s) be kept until the dispute is resolved and such request shall not be unreasonably denied.

6-2 PASSIVE NOTIFICATIONS

- 6-2.01. The Company may contact a Pilot using a passive notification (e.g., email, push notification, etc.). The Pilot may acknowledge the passive notification from the Company either electronically or by telephone to Crew Scheduling. A passive notification shall not be considered a disruption of rest regardless of the time the notification is received. In the event that a passive notification is not acknowledged by the Pilot, Crew Scheduling shall actively notify the Pilot in accordance with [Section 6-3 – Active Notifications](#) below.

6-3 ACTIVE NOTIFICATIONS

- 6-3.01. Active notifications shall be a phone call or ACARS initiated by the Company with the Pilot(s). Active notification is considered an interruption of rest.

6-4 REASSIGNMENT

- 6-4.01. The Company may modify a Pilot's schedule when deemed operationally required provided that the Pilot is paid for the originally scheduled Credit Hours which has been removed, or the actual Credit Hours completed, whichever shall be greater.
- 6-4.02. In the event of Reassignment initiated by the Company, the following shall occur:

- i. An attempt shall be made to reposition the Pilot back onto their original-schedule Pairing or any part thereof if operationally feasible;
- ii. An alternate Assignment may be provided in accordance with Section 6-4.05 or Section 6-4.06 below; or
- iii. The Pilot shall be placed on RTD reserve in accordance with [SECTION 7 -11 – RETURN TO DUTY \(RTD\) RESERVE](#).

6-4.03. The Company shall contact the Pilot as soon as practicable for any Reassignment, in accordance with Section 6-2.01 or Section 6-3.01 above regarding changes, taking into consideration the Pilot(s) rest, Duty Period, and time of day. The Company shall consider their original schedule layover circadian cycle when reassigning a Pilot. The Reassignment shall not be considered as confirmed until the Pilot acknowledges receipt of the modified Pairing information.

6-4.04. Whenever a Pilot(s) is Reassigned, Crew Scheduling shall provide the following at the time of the Reassignment.

- a) Adjusted Assignment Report Time (if applicable);
- b) Adjusted number of Day(s) in the Assignment (if applicable); and
- c) Adjusted Release Time on the last Day of the Assignment (if applicable).

6-4.05. On the first Day of an Assignment, a Pilot shall only be given a Reassignment with a Report Time no earlier than that of the Pilot's original schedule Assignment.

6-4.06. On the last Day of an Assignment, a Pilot shall only be reassigned to an Assignment that complies with the Pilot's original schedule Release Time plus two (2) hours. If there is an additional Reassignment to the Pilots schedule the earlier Assignment Release Time shall be used.

For clarity, a delay of an Assigned or Awarded flight(s) which results in an extension to the Release Time of the Pairing shall not be considered a Reassignment. In such cases, the Pilot shall be required to complete the Pairing subject to the maximum Flight Duty Period.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

6-4.07. In the event of a cancellation of a flight which results in an extension to the Release Time of the Pairing, Crew Scheduling shall return the Pilot to their Home Base as soon as practicable, which may include Deadheading on alternate carrier.

6-4.08. When any portion of a Pilot's Assignment/ Reassignment is cancelled or modified prior to the Report Time, any of the following shall apply at the Company's discretion:

- a) The Pilot may be scheduled to an operating Leg or Deadhead by the most direct route to reconnect with the remainder of their original schedule Assignment; or
- b) The Pilot may be Reassigned in accordance with Section 6-4.05 or Section 6-4.06; or
- c) Placed on RTD reserve, in accordance with [SECTION 7-11 - RETURN TO DUTY \(RTD\) RESERVE](#).

6-4.09. When any portion of a Pilot's Assignment/Reassignment is cancelled or modified after the Report Time, any of the following shall apply at the Company's discretion:

- a) The Pilot may be scheduled to an operating Leg or Deadhead by the most direct route to reconnect with the remainder of their original scheduled Assignment; or
- b) The Pilot may be Reassigned in accordance with Section 6-4.05 or Section 6-4.06 above; or
- c) The Pilot may be released from Duty at Home Base and for subsequent Days of the original scheduled Assignment be placed on RTD, in accordance with [SECTION 7-11 - RETURN TO DUTY \(RTD\) RESERVE](#); or
- d) If no Reassignment is made at the time the Pilot is notified of a cancellation the Pilot shall either be provided with a Suitable Accommodation in accordance with [SECTION 8 - HOTEL AND TRANSPORTATION](#) and rest as required to continue their original

Assignment or Reassignment or be provided a Deadhead back to their Home Base or Domicile.

- 6-4.10. At the discretion of the Company the Pilot may be released from Duty with pay protection.

6-5 RETURN TO DUTY

- 6-5.01. 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 Release Time on the final Day not to exceed two (2) hours past the scheduled Assignment Release Time unless mutually agreed upon between the Pilot and the Company or
 - ii. RTD reserve in accordance with [SECTION 7 -11 - RETURN TO DUTY \(RTD\) RESERVE](#).

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

- 6-5.02. 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 shall 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 shall be determined based on their return date.
- 6-5.03. 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 FOR 17-DAY
MONTHLY SCHEDULING PERIOD**

| DAYS OF ABSENCE | MAXIMUM WORK DAYS | MAXIMUM DAYS OFF | MMG TARGET |
|-----------------|-------------------|------------------|------------|
| 0 | 17 | 13 | 75 |
| 1 | 16 | 13 | 72.5 |
| 2 | 16 | 12 | 70 |
| 3 | 15 | 12 | 67.5 |
| 4 | 15 | 11 | 65 |
| 5 | 14 | 11 | 62.5 |
| 6 | 14 | 10 | 60 |
| 7 | 13 | 10 | 57.5 |
| 8 | 12 | 10 | 55 |
| 9 | 12 | 9 | 52.5 |
| 10 | 11 | 9 | 50 |
| 11 | 11 | 8 | 47.5 |
| 12 | 10 | 8 | 45 |
| 13 | 10 | 7 | 42.5 |
| 14 | 9 | 7 | 40 |
| 15 | 9 | 6 | 37.5 |
| 16 | 8 | 6 | 35 |
| 17 | 7 | 6 | 32.5 |
| 18 | 7 | 5 | 30 |
| 19 | 6 | 5 | 27.5 |
| 20 | 6 | 4 | 25 |
| 21 | 5 | 4 | 22.5 |
| 22 | 5 | 3 | 20 |
| 23 | 4 | 3 | 17.5 |
| 24 | 3 | 3 | 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 FOR 17-DAY
MONTHLY SCHEDULING PERIOD**

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

**PRORATION TABLE - PLANNED ABSENCES IN A 30 DAY MONTH FOR 18-DAY
MONTHLY SCHEDULING PERIOD**

| DAYS OF ABSENCE | MAXIMUM WORK DAYS | MAXIMUM DAYS OFF | 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 FOR 18-DAY
MONTHLY SCHEDULING PERIOD**

| DAYS OF ABSENCE | MAXIMUM WORK DAYS | MAXIMUM DAYS OFF | 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 |

6-6 VOLUNTARY PAIRING EXTENSIONS

6-6.01. A Pilot may be asked by the Company to either:

- a) Extend their Duty Period after the completion of their scheduled Pairing by more than two (2) hours; or
- b) Commence a Pairing prior to their originally scheduled Report Time; or
- c) Extend their Pairing by an additional Day(s) either prior to the original Pairing or at the end of the original Pairing.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

6-6.02. Acceptance of such an extension is entirely voluntary.

6-6.03. A Pilot accepting an extension in accordance with Section 6-6.01 a) above shall be paid but not credited premium pay for the extension in accordance with [SECTION 4-7 – PREMIUM PAY](#).

6-6.04. A Pilot accepting an extension in accordance with Section 6-6.01 b) above shall not be eligible for premium pay. Any Credit growth incurred with the extension shall be applied towards the monthly overtime trigger in accordance with [SECTION 4-5 – OVERTIME PAY](#).

6-6.05. A Pilot accepting an extension in accordance with Section 6-6.01 c) above resulting in the Pilot working a greater number of Days, shall receive an additional four (4.0) hours of pay at the premium pay rate for each additional Day worked on an original schedule Day Off. Any Credit growth incurred with the extension shall be applied towards the monthly overtime trigger in accordance with [SECTION 4-5 – OVERTIME PAY](#).

6-7 VOLUNTARY ASSIGNMENT SWAP

6-7.01. A Pilot may be asked by the Company to swap their existing Assignment(s) for a different Assignment(s) from open time. Acceptance of such a swap is voluntary.

- 6-7.02. A Pilot accepting a voluntary Assignment swap in accordance with Section 6-7.01 above shall be credited the greater of the original Assignment Credit or actual operated Assignment Credit in accordance with [SECTION 4-4 – PAIRING CREDIT RECONCILIATION](#). Any Credit growth incurred with the swap shall be eligible towards the monthly overtime trigger in accordance with [SECTION 4-5 – OVERTIME PAY](#).
- 6-7.03. A Pilot who accepts a voluntary Assignment swap as outlined in Section 6-7.01 above, in which the swapped Assignment(s) results in a Pilot working a greater number of Days than their original Assignment(s); the Pilot shall receive Credit in accordance with Section 6-7.02 above plus an additional four (4.0) hours of pay at the premium pay rate in accordance with [SECTION 4-7 – PREMIUM PAY](#) for each additional Day worked as a result of the voluntary Assignment swap.

6-8 COLD CALLING

- 6-8.01. The Company may contact off-Duty Pilots by telephone to request assistance. If a Pilot does not answer the phone, a message shall be left. If a Pilot does not wish to be contacted, the Pilot may list themselves as “not available” with the Company to eliminate unnecessary calls.
- 6-8.02. 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.

6-9 OPEN TIME ASSIGNMENTS

- 6-9.01. Open time consists of Assignments not Assigned in the schedule construction process or that otherwise become available during the Monthly Scheduling Period. 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.
- 6-9.02. All open time Pairings shall be viewable as soon as practicable on the Company website in accordance with SECTION 7-10.04. Open time is Assigned and/or Awarded at straight time or premium rates, as applicable, and in accordance with this Agreement.

Note: 6-9.02 effective no later than six (6) full Monthly Scheduling Periods following ratification.

- 6-9.03. Open time Assignments shall be Assigned by Crew Scheduling using the following order of priority;
- a) Assigned to a Pilot who has not completed the required training or consolidation period in accordance with the applicable CARs; then
 - b) Pilots returning to Duty from any leave; then
 - c) RTD reserve; then
 - d) Pilots on reserve in accordance with [SECTION 7-10 - CALL OUT PRIORITY](#); then
 - e) Awarded on a first-come first-served basis to any Fully Qualified Pilot on their Day Off; then
 - f) Available for Assignment to Management Pilots in accordance with [SECTION 16- MANAGEMENT PILOTS](#).
- 6-9.04. The Company shall not Assign split Duty Assignments to Pilot(s) within Section 6-9.03. a) through d) above.
- 6-9.05. Notwithstanding Section 6-9.03 above, Crew Scheduling may, at their discretion, reassign a Pilot, offer a voluntary Pairing extension, offer a voluntary Assignment swap or post open time for pick up in accordance with Section 6-9.03 e) above prior to completing Section 6-9.03 a) through d) above.
- 6-9.06. If an Assignment will cause a violation (i.e., time free from Duty, Pilot flight and Duty time, or minimum rest period) in the Pilot's schedule, open time Assignments shall not be Assigned to the Pilot; however, this does not preclude Crew Scheduling from using Assignment modifications to allow open time Assignments to be Assigned if necessary.
- 6-9.07. Notwithstanding Section 6-9.06 above, if after the Assignment is Assigned, the Company determines the Assignment will cause a violation, the Pilot shall be pay protected for the Day that has a violation in accordance with [SECTION 4-7 - PREMIUM PAY](#). The Pilot may be Assigned to RTD in accordance with [SECTION 7-11 - RETURN TO DUTY \(RTD\) RESERVE](#) for any

subsequent Days, if applicable, or at the Pilot's request, forego the pay protection.

- 6-9.08. If a Pilot is Awarded an open time Assignment in accordance with Section 6-9.03 e) above and subsequently shift trades that Assignment to another Pilot, the Pilot who picks up the Assignment via shift trade shall be eligible for the premium pay, as applicable. The Pilot picking up the Assignment via shift trade is responsible to notify Crew Pay, via email, within forty-eight (48) of the Release Time of the Assignment to receive the premium pay. If the Pilot does not notify Crew Pay within forty-eight (48) hours of the Release Time of the Assignment, the pay for the Assignment shall be reconciled as a shift trade.
- 6-9.09. A Pilot who picks up an open time Assignment in accordance with Section 6-9.03 e) above, with a Report Time of 04:00 to 10:00 and a first Day of scheduled Duty of nine (9) hours or greater may request a hotel be provided at the base of departure the night prior to the check-in to assist with providing sufficient rest prior to the Pairing. The Pilot must request the hotel assignment no later than 19:00 HBT the night prior to the first Day of scheduled Duty and the hotel shall be provided subject to market availability with contracted service providers.

6-10 SHIFT TRADE

- 6-10.01. The Company shall continue to support and invest in an automated shift trade system. Prior to changing the vendor of the automated shift trade system, the Company shall consult with the Association to review new software to ensure the minimum level of service and standard(s) of the current system is maintained or improved.
- 6-10.02. Pilots giving up flying are responsible for ensuring that they maintain their minimum hours required to be eligible for the Group Benefits Plan.
- 6-10.03. Assignment shift trade requests shall be submitted through the automated shift trade system a minimum of two (2) hours prior to the scheduled Report time. With the exception of Section 6-10.10 below, shift trade requests shall not be approved within two (2) hours of the scheduled Report Time.

- 6-10.04. Inter-base shift trades shall be permitted; however, the Pilot shall be responsible for positioning themselves as required.
- 6-10.05. Pilots may only shift trade with Pilots of the same Rank.
- 6-10.06. An Assignment that touches the last five (5) Calendar Days of a Monthly Scheduling Period are ineligible for trade, drop or Deadhead modifications until the release of the Schedule for the following Monthly Scheduling Period.
- 6-10.07. 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.
- 6-10.08. 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 an Assignment 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 6-10.03 above must be met.
- 6-10.09. Assignments that include regulatory training, Training Events or Checks (e.g., line check, line indoctrination, simulator) shall be locked by Crew Scheduling to inhibit trades between Pilots. Assignments which contain Deadhead flights on third-party carriers shall be locked forty-eight (48) hours after schedule release.

Note: With the exception of Assignments which contain Deadhead flights on third-party carriers, the above does not preclude training Pilots from trading Assignments with another training Pilot, subject to approval by Crew Training.

- 6-10.10. Requests for day-of gate trades shall be processed by Crew Scheduling with sixty (60) minutes or greater notice prior to departure and can only be processed for domestic flights. Notwithstanding the above, gate trades may be suspended during times when Crew Scheduling is experiencing high workloads.

6-10.11. If as a result of a Pilot initiated trip trade, the Credit Hours for the new trip are less than the original scheduled trip Credit, the monthly reconciliation shall be calculated as follows:

- a) 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.
- b) 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 75 hrs. The Pilot's originally Awarded schedule is 75 hrs. 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 72 hrs.]

6-10.12. 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 shall be calculated as follows:

- a) 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.
- b) 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 75 hrs. The Pilot's originally Awarded schedule is 75 hrs. 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 77 hrs.]

6-10.13. Any additional Credit Hours which result from a Pilot initiated trip shall be excluded from monthly reconciliation for the purposes of the overtime threshold.

6-10.14. 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 Home 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) hours 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.

6-10.15. Subject to the conditions of Section 6-10.14 above and approval of the partial shift trade by Crew Scheduling, the Pilots involved shall receive pay only for the flight time they operate respectively. To be clear, Credit Hours in accordance with [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#) shall not apply.

6-11 DISPLACEMENT

6-11.01. A displacement occurs when a Pilot is removed from their Assignment for any of the following:

- a) For the purpose of completing required Training Events or Check; 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](#).

6-11.02. The Company shall provide as much advanced notice of the displacement as reasonably possible. The displaced Pilot shall be credited with the greater of the original schedule Assignment(s) or the actual operated Credit of the Assignment to which they are reassigned. Any Pilot who is

displaced shall be reassigned in accordance with [Section 6-4 - Reassignment](#). The Pilot shall be reassigned as specified below:

- a) Any Pilot who is notified that they are displaced from their Assignment 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 RTD reserve in accordance with [SECTION 7-11 – RETURN TO DUTY \(RTD\) RESERVE](#)
- 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 shall not be Assigned a Pairing without sufficient legal rest.

6-11.03. Any reassignment as a result of a displacement shall 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 shall consist of no fewer than two (2) nor more than five (5) consecutive Days in a Monthly Scheduling Period;
- ii. The Company may schedule a maximum of two (2) Reserve Blocks which commence in the same Monthly Scheduling Period to a cumulative total of ten (10) Days in a Monthly Scheduling Period;
- iii. Pilots may indicate their preference to desire or avoid reserve in the schedule bidding system;
- iv. Total planned reserve hours shall not exceed twenty percent (20%) 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-five percent (25%) up to four (4) Scheduling Periods per calendar year. The Company shall notify the Association and Pilot(s) a minimum of twenty-four (24) hours before bidding closes for the affected months;
- v. If the Company can demonstrate a need to increase the percentage of reserve coverage in a Monthly Scheduling Period, the provisions outlined above may be waived upon mutual agreement with the MEC Chair or designate. The agreement shall not be unreasonably withheld;
- vi. A Pilot shall not be scheduled a block of reserve-B followed by a block of reserve-A unless there is forty-eight (48) hours free from Duty between the end of their Reserve Block.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

7-2 RESERVE UTILIZATION

7-2.01. Reserve shall be used by Crew Scheduling to fill open time Assignments in accordance with [SECTION 6-9 - OPEN TIME ASSIGNMENTS](#).

7-2.02. Pilots may be Assigned to one (1) of two (2) reserve availability periods (reserve-A or reserve-B) during which time they may be contacted by Crew

Scheduling. All reserve availability periods are based on the local time in the city within which the Pilot is Assigned to reserve.

- Reserve-A has a twelve (12) hour reserve availability period which must start and end anywhere between 03:00 hours – 17:00 hours.
- Reserve-B has a twelve (12) hour reserve availability period which must start and end anywhere between 09:00 hours – 23:00 hours.

The specific twelve (12) hour reserve availability periods in reserve-A and reserve-B above shall 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 availability periods 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 FLIGHT DUTY PERIOD FOR PLANNING PURPOSES](#).
- 7-2.05. A Pilot's Reserve Block, (either reserve-A or reserve-B) shall not be modified without the Pilot's consent.
- 7-2.06. A Pilot shall not be Assigned or Awarded standby reserve.

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 availability periods provided the Pilot has received legal rest. Under such circumstances the Duty Period commences at the Report Time of the Pairing and acceptance shall be voluntary.
- 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 availability periods 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 reserve availability periods until release.

- 7-3.04. Notwithstanding Section 7-3.03 above, after the Pilot has reported for a Duty Period and due to unforeseen circumstances, the actual Duty Period may be extended to the lesser of the maximum allowable by regulation or eighteen (18) hours from the beginning of the reserve availability periods.
- 7-3.05. Subsequent Days of an Assigned Pairing shall be subject to normal Duty Period limitations as set out in [SECTION 5-13 – MAXIMUM FLIGHT DUTY PERIOD FOR PLANNING PURPOSES](#).
- 7-3.06. If an Assignment that was Assigned to the Pilot is changed, canceled or modified, Crew Scheduling shall follow [SECTION 6-4 - REASSIGNMENT](#).
- 7-3.07. If a Pilot is Assigned an Assignment that does not utilize the full Reserve Block, and the Assignment results in a rest period that requires a delay to the beginning of the subsequent reserve availability period, the end of the scheduled reserve availability period for each remaining Day of the Reserve Block shall not be extended.

7-4 CREW SCHEDULING RESPONSIBILITIES

- 7-4.01. Whenever a Pilot(s) is Assigned an Assignment while on reserve, Crew Scheduling shall provide the following at the time of Assignment.
- a) Assignment Report Time;
 - b) Number of Days in the Assignment; and
 - c) Release Time on the last Day of the Assignment.

7-5 PILOT RESERVE RESPONSIBILITIES

- 7-5.01. A Pilot Awarded or Assigned reserve is responsible for being available for the reserve availability periods for reserve (A or B) at their Home Base, or such location as may be mutually agreed to between the Pilot and Crew Scheduling.
- 7-5.02. A Pilot shall be given not less than two (2) hours' notice to report for Duty to reserve Assignments from the time of initial contact from the Company. For clarity, the two (2) hours' notice shall be calculated based on the

minute (not rounded) contact is initiated by the Company as captured in the Company's telephone recording system.

7-5.03. By mutual agreement between the Pilot and Crew Scheduling, the reserve availability periods referenced in Section 7-5.02 above should not prevent a Pilot from reporting for Duty in less than the required time.

7-5.04. If a call is missed for any reason, Crew Scheduling shall leave a voicemail, if available. If there is a junior Pilot remaining in the "bucket", Crew Scheduling shall continue to call down the Pilot Seniority List and Assign in accordance with this Section. The Pilot shall call Crew Scheduling back within twenty (20) minutes of the first call or the Pilot shall be considered a no-show for that Day. For clarity, the twenty (20) minute call back shall be calculated based on the minute (not rounded) contact is initiated by the Company as captured in the Company's telephone recording system.

7-6 VOLUNTARY RESERVE

7-6.01. In order to reduce operational risk Crew Scheduling may offer voluntary Reserve Blocks as open time.

7-6.02. Voluntary reserve shall be Awarded on a first-come, first-serve basis, subject to Duty and rest limitations.

7-6.03. Pilots accepting voluntary Reserve Blocks shall be governed by the provisions of the Reserve Section of this Agreement.

7-6.04. A Pilot Awarded voluntary reserve outside of the Pilot's Home Base or Designated Primary Residence shall be eligible to collect per diems and be provided with Suitable Accommodation.

7-7 RESERVE CREDIT

7-7.01. A Pilot Awarded a reserve Day(s) shall be credited with four (4) Credit Hours for each Day of reserve.

7-7.02. 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) The completed Assignment Credit in accordance with [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#).

- 7-7.03. Should a Pilot on reserve, 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.
- 7-7.04. Should a Pilot on reserve, 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.
- 7-7.05. 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 MLO or their designate regarding the utilization of sick leave.
- 7-7.06. If a Pilot on reserve has been Assigned and reported for an Assignment that is subsequently not completed shall have their Credit Hours reconciled as follows;
- 1) Credit Hours earned for all Days completed
 - a. Greater of the original reserve Day per 7-7.01 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 Assignment for an unpaid absence and they worked less than the reserve Day Credit Hour value, they shall 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 Assignment for a sick absence and they worked less than the reserve Day Credit Hour value, they shall be deducted a sick Day and be pay protected for the difference of the reserve Day Credit Hour value and the Credit Hours worked; or
 - iii. If the Pilot is removed from the Assignment for a paid absence other than sick, 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.
- 4) When a Pilot returns to Duty in accordance with 7-7.06, they shall return to their previously scheduled Reserve Block.

7-8 VOLUNTARY RESERVE CREDIT

- 7-8.01. A Pilot Awarded voluntary reserve from Crew Scheduling shall receive four (4) Credit Hours per Day at the premium rate of pay;
- 7-8.02. 7-8.02. If work is Assigned by Crew Scheduling during the reserve period, the Pilot shall receive Credit at the premium rate of pay equal to the greater of:
 - a) The original reserve Day Credit value; or
 - b) The completed Assignment Credit in accordance with [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#).
- 7-8.03. A Pilot unable to complete an Assignment while on voluntary reserve shall only be paid for the portion of the Assignment completed.
- 7-8.04. A Pilot unable to complete a voluntary reserve Day shall have the four (4) Credit Hours in accordance with Section 7-8.01 above paid on a prorated basis.

7-9 OPTIONAL FULL-TIME RESERVE BLOCKS

- 7-9.01. The creation of full-time Reserve Blocks shall be voluntary on the part of the Company.
- 7-9.02. The participation in a full-time Reserve Block shall be voluntary on the part of the Pilot.
- 7-9.03. Interested Pilots shall provide their MLO with written notice two (2) Monthly Scheduling Periods in advance of the Monthly 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 Training Event(s) and Check(s) during the Monthly Schedule Period.
- 7-9.04. Optional full-time Reserve Blocks shall be subject to the maximum days worked limitations as set out in [SECTION 5-3 - MAXIMUM DAYS PER MONTHLY SCHEDULING PERIOD](#) and shall be credited in accordance with [Section 7-7 – Reserve Credit](#).
- 7-9.05. The block hours associated with the optional full-time Reserve Block shall not be counted towards the limits set out in Section 7-1.01 (iv) above.

7-10 CALL OUT PRIORITY

Note: Unless otherwise noted below, 7-10 to be effective no later than three (3) full Monthly Scheduling Periods following the ratification of this Agreement.

- 7-10.01. The Company shall utilize a seniority-based callout priority system by Position. Pilots Assigned reserve-A or reserve-B shall be placed on a daily reserve availability list based on the PSL. The daily reserve availability list shall be divided based on Position.
- 7-10.02. Assignments Assigned to a Pilot on reserve shall be based on a “bucket” type system. The bucket system is a method of Assigning reserve Assignments to Pilots by matching the Pilot’s Position, Days of remaining reserve availability, and reserve availability period to the Days of the reserve Assignment and shall be used to Assign or Award the reserve Assignment to any Pilot subject to the following provisions.

- 7-10.03. Reserve Assignments shall be placed into a “bucket” that matches their available Reserve Block. Example: A Pilot has four (4) Days left in their available reserve-A block. The Pilot shall be placed into the four (4) Day reserve-A bucket.
- 7-10.04. The Company shall maintain a website for the purpose of providing relevant information for Pilots. The Company’s website shall be updated as often as practicable and include the following information:
- a) All open time Pairings;
 - b) Seniority number, employee number, name, reserve availability period start time, and reserve Days available of each Pilot on reserve within each Position; and
 - c) Any other information as mutually agreed upon by the SRC.

Note: Effective no later than six (6) full Monthly Scheduling Periods following ratification.

- 7-10.05. Pilots shall be called and offered an Assignment(s) in order of Seniority within their “bucket” where the most senior Pilot is offered an Assignment(s) first with that Pilot having the option to pass on the Assignment(s) if there is a less senior Pilot in the “bucket” available.
- 7-10.06. Notwithstanding Section 7-10.05 above, a Pilot may elect to be placed on a “last out” preference designation for a Reserve Block no later than forty-eight (48) hours prior to the start of the Reserve Block to indicate their desire to pass any Assignment to a junior Pilot. Once a Pilot elects to be placed on the “last out” preference designation this designation shall remain in place for all subsequent Reserve Blocks until the Pilot elects for the designation to be removed. A Pilot electing for the “last out” preference designation shall only be contacted if there is an Assignment available with no less senior Pilots left in the “bucket”.
- 7-10.07. If multiple Assignments are available, the most senior Pilot in the “bucket” shall be given the option to choose or pass the Assignment(s) based on preference first, unless the Pilot has elected to be placed on “last out” preference designation in accordance with Section 7-10.06 above.

- 7-10.08. The most junior Pilot within each “bucket”, shall be Assigned if all senior Pilots have passed in accordance with Sections 7-10.05 to Section 7-10.07 above.
- 7-10.09. If there are no Pilots on reserve available whose Days of availability match the Pairing to be covered, the Company shall have the ability to either:
- a) Assign the Pairing to a Pilot in the next larger “bucket” that complies with Section 7-10.03 above. For clarity, 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 Pilots on reserve in other “buckets”.
- 7-10.10. If, after completing Section 7-10.09 above, there are no First Officers on reserve who are eligible for a First Officer Pairing, the Company may assign the First Officer Pairing to a Captain on reserve.

7-11 RETURN TO DUTY (RTD) RESERVE

Note: 7-11 to be effective no later than three (3) full Monthly Scheduling Periods following the ratification of this Agreement.

- 7-11.01. Where a Pilot is removed from an Assignment in accordance with [SECTION 6-4 – REASSIGNMENT](#) such Pilot may be placed on return to Duty (RTD) reserve.
- 7-11.02. A Pilot shall only be required to hold RTD reserve at Home Base unless mutually agreed upon by the Pilot and Crew Scheduling.
- 7-11.03. While on RTD reserve:
- a) The Pilot may request that Crew Scheduling allow the Pilot to hold RTD reserve at a Domicile;
 - b) If the Pilot is returning to Duty from an absence from the workplace, the reserve availability period associated with the RTD reserve shall not begin before the original scheduled Assignment Report Time on the first Day of the original Assignment and the length of the reserve availability period shall

be no greater than ten (10) hours. For subsequent Days of a multi-day Assignment, the reserve availability period(s) shall commence no earlier than 06:00 HBT and the length of the reserve availability period(s) shall be no greater than ten (10) hours and end no later than 00:59HBT.

- c) If the Pilot is placed on RTD reserve as a result of a Company initiated reassignment, the reserve availability period associated with the RTD, on a daily basis, shall not begin before the original scheduled Report Time of the Duty Period on that Day and end no later than 00:59HBT. If there was no scheduled Duty Period on a Day of the original pairing, the reserve availability period for that Day shall commence no earlier than 06:00HBT and end no later than 20:00HBT. The length of the call out window shall be the greater of:
 - i. The length of the original scheduled Duty Period(s); or
 - ii. Eight (8) hours;
- d) Where the Pilot is Assigned to a replacement Assignment, the Pilot shall not be required to report earlier than the original scheduled Report Time on the first Day of the Assignment from which they were removed and may be required to operate to a maximum of two (2) hours past the original scheduled Release Time on the last Day of the original scheduled Assignment that the Pilot was removed from;
- e) The restrictions of Section 7-11.03 d) above, may be waived upon agreement of the Pilot.
- f) A Pilot Assigned to RTD reserve and who holds it away from their Domicile shall be entitled to a Suitable Accommodation until the report of a new Assignment or until released by Crew Scheduling at the end of the RTD reserve period;
- g) Upon release the Pilot shall be Deadheaded to their Home Base, or their Domicile if the original Assignment that the Pilot was removed from contained a last Leg Deadhead flight from their Domicile; and
- h) The Pilot shall be subject to the Duty Period limitation set out in Section 7-3.03 above.
- i) With the exception of provisions a) through h) above, the Pilot shall be subject to the remaining provisions of Section 7.

SECTION EIGHT - HOTELS AND TRANSPORTATION

8-1 GENERAL

- 8-1.01. The Company shall 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 shall be provided to the Pilot.
- 8-1.02. The Company shall provide Suitable Accommodations when required because of planned Pairings, unplanned diversions and out of base Training Events. Suitable Accommodation shall be provided for planned Layovers greater than five (5) hours as long as the Pairing continues after the hotel stay. A Deadhead to a Pilot's Domicile or Home Base is considered a Pairing continuation. For clarity, this shall not apply when a Pilot has completed a personal Pairing modification unless the original sit was eligible for a Suitable Accommodation.
- 8-1.03. Upon request, if a Pilot is required to spend five (5) hours or more on the ground from the In Event to the Out Event during a Duty Period due to IROPs, reassignments or schedule changes, Suitable Accommodations shall be provided, subject to availability, as long as the Pairing continues after the hotel stay. A Deadhead to a Pilot's Domicile or Home Base is considered a Pairing continuation. For clarity, this shall not apply when a Pilot has completed a personal Pairing modification unless the original sit was eligible for Suitable Accommodation.
- 8-1.04. Pilots shall be provided with Pilot specific sign-in sheets, with pre-assigned rooms upon the Pilot's arrival at the registration counter.

Note: 8-1.04. Effective no later than six (6) full Monthly Scheduling Periods following ratification.

- 8-1.05. If the Pilot's room is not ready to be occupied upon sign-in, the Pilot shall inform Crew Scheduling, who shall resolve the situation within sixty (60) minutes or provide the Pilot with a room ready to be occupied at another equivalent hotel.

- 8-1.06. With the exception of the Company IROPS including unplanned diversions, Pilots shall not be displaced from assigned Layover hotel to accommodate any other employee groups.

8-2 HOTEL SELECTION COMMITTEE

- 8-2.01. The Association and the Company shall maintain a Hotel Selection Committee (HSC). The HSC shall be comprised of up to two (2) Company representative(s) and up to two (2) Westjet Encore Pilot representative(s) from the Association, unless otherwise mutually agreed upon. The HSC shall meet at least once every six (6) months, unless otherwise mutually agreed upon and shall be exclusive of other employee groups.
- 8-2.02. The Company shall provide the HSC Association representative(s) with IHR and /or vendor incident reporting tool reports bi-weekly. The HSC shall review any Pilot service provider issues brought to its attention and make recommendations to the Company for resolution. Any concerns raised by a Pilot to the HSC Association representative(s) shall be submitted through an IHR or the vendor incident reporting tool.
- 8-2.03. The HSC shall develop and implement:
- a) A sourcing and selecting protocol and processes for the selection, retention and deselection of contracted service providers for Pilots; and
 - b) A hotel and transportation selection checklist.
- 8-2.04. The Company shall share the location of all hotels under consideration in advance of a site visit with the HSC as soon as practicable, upon confirmation of a hotel bid participation from the vendor.
- 8-2.05. The Association may suggest alternate hotels or transportation services providers which shall be included in the request for proposals.
- 8-2.06. Prior to establishing or changing hotels at Layover destinations, the Association and Company shall conduct joint inspections of prospective properties, unless mutually agreed that a joint inspection is not required. For clarity, only one (1) Association representative at a time shall participate in each Layover destination inspection. In cases where a joint

inspection is deemed to be required, the Association representative in attendance shall provide their feedback for all hotels under consideration within five (5) Business Days of conclusion of the joint inspection.

- 8-2.07. The Company shall provide the Association representative with the proposed itinerary and available supporting inspection documents at least five (5) Calendar Days prior to departing on the site inspection.
- 8-2.08. The Company shall not schedule the Association representative to inspect more than five (5) service providers on any one (1) Calendar Day, of which a maximum of four (4) can be hotels.
- 8-2.09. Hotels utilized by the Company shall include a full range of services, amenities and facilities, and comfortable public area and shall consider the following:
- a) Safety and security;
 - b) Location, accessibility & conveniences;
 - c) Room comfort & quality;
 - d) Cleanliness;
 - e) Rest quality;
 - f) Selection of food that is accessible & available, including food service delivery;
 - g) Option(s) for health and fitness;
 - h) Entertainment option(s); and
 - i) Availability of food and beverage discount(s).
- 8-2.10. The HSC shall be responsible for making recommendations based on the hotel selection criteria outlined in Section 8-2.09 above.
- 8-2.11. The HSC shall mutually agree on Layover accommodation and any requested amendment to the property inspection checklist.
- 8-2.12. In the event of a disagreement within the HSC with the selection, retention (including the un/re-branding of existing hotels) and de-selection of service providers, the MEC Chair and Director of Flight Operations, or designate, shall then meet within ten (10) Calendar Days of receipt of the written notification to discuss any possible resolutions to the dispute. A

final approval shall be made by the Director of Flight Operations, or designate, and shall provide the Association with the reason(s) for the decision, in writing, within twenty-four (24) hours of the decision. In no case shall a long-term contract be entered into before the meeting between the MEC Chair and the Director of Flight Operations or designate.

- 8-2.13. Should a Pilot on a Layover consider their safety or security to be immediately at risk at the Company provided accommodation, their MLO shall be immediately notified to appropriately rectify the situation. Should a Pilot experience a safety or security incident at the Company provided accommodation, the Pilot shall file an IHR within twenty-four (24) hours for follow up by the HSC.
- 8-2.14. A current list of contracted hotels and transportation providers shall be available on the EFB. The HSC shall maintain a list of all known contracted, ad-hoc, and IROP service providers.
- 8-2.15. The Company shall provide the Association representatives with round trip travel to the Layover destinations for inspection in accordance with the Company *Non-Revenue Business Travel Policy*.
- 8-2.16. The Company shall provide the Association representative with all accommodation and transportation necessary to conduct required site inspections.
- 8-2.17. If the site inspection is no longer required, or the number of days for the inspection is reduced after the schedule has been published, the Association representative may be placed on return to Duty (RTD) Reserve in accordance with the [SECTION 7-11 - RETURN TO DUTY \(RTD\) RESERVE](#). The Association shall not be deducted or invoiced for any applicable Association Flight Release (AFR) Day(s).

8-3 LONG STAY TRAINING HOTELS

- 8-3.01. With the exception of recurrent training, a Pilot that is receiving or providing ground-based training and required by the Company to stay in the same hotel for four (4) or more consecutive nights, shall be placed in Suitable Accommodation with additional amenities as follows;

- a) Kitchen/kitchenette;
- b) Room with lounging and eating space;
- c) Laundry facilities; and,
- d) Company-paid parking (if requested by the Pilot). Such parking expenses shall be reimbursed in accordance with [SECTION 10-4 - PARKING](#).

8-4 HOTELS AND TRANSPORTATION FOR NEW HIRE TRAINING

8-4.01. New hire Pilots on their initial training course that live more than sixty (60) km from the designated training centre, or if requested by a Pilot due to extenuating circumstances, and approved by their MLO or designate, shall be eligible for Company provided Suitable Accommodation in accordance with the following provisions commencing with Day one (1) of orientation and ending upon completion of the Pilot Proficiency Check:

- a) In the event a Pilot has three (3) or more Days free from Duty between Training Events, the Company shall provide positive space travel to and from the Pilot's Home Base when required by the Pilot.
- b) Suitable Accommodation shall be provided for each Day the Pilot is in training. For example, if the Pilot is scheduled for training Monday to Friday, Suitable Accommodation shall be provided for check in Sunday night to check out on Friday morning. However due to Training Event scheduling, if the Pilot is in training until Friday evening, check out shall be Saturday morning. No Pilot shall be required to fly to their Home Base on a red-eye flight.
- c) Where the number of scheduled Days free from Duty between Training Events is two (2) or less, the following shall apply:
 - i. A Pilot that lives 125 km or less (as measured by Google maps) from the training facility is expected to travel home at their own expense.
 - ii. A Pilot that lives more than 125 km (as measured by Google maps) from the training facility may, upon request, in lieu of returning home on Days Off, be provided Suitable Accommodation.
 - iii. A Pilot who is training outside of their assigned Home Base that remains in the Suitable Accommodation on Days

Off in accordance with ii) above, shall be provided with per diems in accordance with [SECTION 10 – EXPENSES](#).

- d) Transportation to and from Suitable Accommodation, airport and training facilities shall be provided, as required. In the event that, transportation is not provided, a taxi/rideshare may be used, and the expense claimed in accordance with the Company's *Corporate Expense Policy*.

Note: 8-4.01. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

- 8-4.02. The Company shall provide positive space travel for new hire Pilots who are scheduled for initial training away from their Home Base. Deadhead modifications for Pilots training away from Home Base shall be facilitated in accordance with [SECTION 34 – DEADHEADING \(FLIGHT POSITIONING\)](#).

8-5 HOTELS AND TRANSPORTATION FOR TRAINING AWAY FROM HOME BASE (EXCLUDING NEW HIRE TRAINING)

- 8-5.01. The Company shall provide positive space travel and Suitable Accommodation to Pilots who are scheduled for Training Events away from the Pilot's Home Base. Deadhead modifications for Pilots training away from Home Base shall be facilitated in accordance with [SECTION 34 – DEADHEADING \(FLIGHT POSITIONING\)](#).
- 8-5.02. If the training facility is not co-located with the airport terminal, transportation shall be provided as follows:
 - a) For a Pilot attending Training Assignments out of Home Base: Between the Suitable Accommodation, airport terminal and training facility; or
 - b) For a Pilot attending Training Assignments in Home Base: Between the airport terminal and the training facility.
- 8-5.03. In the event that transportation is not pre-arranged or provided by the hotel, a taxi may be used, and the expense claimed in accordance with the Company's *Corporate Expense Policy* or rideshare in accordance with Section 8-10.08 below, as applicable.

- 8-5.04. When a training hotel room is not required, the provisions as outlined in [Section 8-7 – Hotel Cancellation](#) shall apply.
- 8-5.05. Unless mutually agreed upon by the HSC, the location of a training hotel shall be within a maximum of twenty (20) minutes normal driving time from the training facility.

8-6 HOTELS AND TRANSPORTATION AT HOME BASE

- 8-6.01. At the Company's discretion, when the actual time between Pairings and/or Training Assignments at the Pilot's Home 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 at a Suitable Accommodation and transportation to the Suitable Accommodation shall be provided by the Company.
- 8-6.02. 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.

8-7 HOTEL CANCELLATION

- 8-7.01. If a Pilot chooses to cancel a booked hotel room, the Pilot shall submit the hotel cancellation form on the EFB no later than seventy-two (72) hours prior to the In Time for the scheduled Layover.
- 8-7.02. 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 their MLO, or designate. Such requests shall not be unreasonably denied.
- 8-7.03. Notwithstanding Section 8-7.01 above, a Pilot may also submit the ongoing cancellation form for the city or cities of their choice.
- 8-7.04. With the exception of new hire Pilots in initial training, Pilots who cancel a booked hotel room in accordance with Section 8-7.01 or Section 8-7.02

above shall receive a forty-dollar (\$40) payment for each hotel room cancellation.

Note: 8-7.04. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

8-7.05. Pilots shall not be entitled to the hotel cancellation payment outlined in Section 8-7.04 above for any hotels provided in accordance with Section 8-1.02 or Section 8-1.03 above or for any hotels provided in any situation where it would not be possible to provide the seventy-two (72) hour cancellation notice regardless of if the Pilot is enrolled in the ongoing cancellation program in that city.

8-8 REINSTATEMENT OF HOTEL

8-8.01. In the event a Pilot requires a hotel that has been cancelled, a request to have the accommodation reinstated may be submitted using the hotel reinstatement form on the EFB or by contacting Crew Scheduling directly by telephone or ACARS. Such requests shall not be unreasonably denied.

8-9 LOCATION

8-9.01. Unless mutually agreed upon by the Association and the Company, the location of a hotel shall be within a maximum of twenty (20) minutes driving time from the arrival airport of the planned overnight.

8-9.02. Notwithstanding Section 8-9.01 above, for a scheduled Layover of eighteen (18) hours or more, the hotel shall be located in the downtown core of the principal city served by the airport which shall be within an average of a thirty (30) minute driving time in normal traffic, or in an alternate location as mutually agreed upon by the HSC.

8-9.03. If a Pilot was scheduled for a hotel in accordance with Section 8-9.02 above and due to operational delays or IROPS, the Layover is reduced to less than fourteen (14) hours, at the Company's discretion, the Company may place the Pilot at a hotel in accordance with Section 8-9.01 above.

8-9.04. If a Pilot was scheduled for a hotel in accordance with Section 8-9.01 above and forty-eight (48) hours or more prior to the In Event of the Layover due

to operational delays or IROPS, the Layover is increased to greater than eighteen (18) hours, at the Pilot's request, the Company shall place the Pilot at a hotel in accordance with Section 8-9.02 above, subject to availability.

- 8-9.05. If a Pilot was scheduled a hotel in accordance with Section 8-9.01 above and less than forty-eight (48) hours prior to the In Event of the Layover, due to operational delays or IROPS, the Layover is increased to greater than eighteen (18) hours, at the Company's discretion, the Company may place the Pilot at a hotel in accordance with Section 8-9.02 above.

8-10 TRANSPORTATION TO/FROM ACCOMMODATION

- 8-10.01. The Company shall provide hotel transportation, to and from the airport and/or training facility, as required, when a Pilot is required to Layover away from their Home Base. Transportation shall be provided as follows:

- a) For planned Layover in accordance with Section 8-9.01 above, hotel transportation may utilize a shared public hotel shuttle or dedicated crew transportation which does not include members of the general public, as determined by the Company.
- b) For planned Layovers in a hotel located in the downtown core in accordance with Section 8-9.02 above, and where the drive time is greater than twenty (20) minutes, the Company shall utilize dedicated crew transportation which shall not include members of the general public.
- c) For Layovers for Training Assignments, hotel or training transportation may utilize a shared public hotel shuttle or dedicated crew transportation which does not include members of the general public, as determined by the Company.
- d) A Pilot may utilize a taxi or rideshare if they deem the transportation provided by the Company to be unsafe. Such expenses shall be submitted to the Company for reimbursement within thirty (30) Calendar Days provided an IHR report has been submitted to the Company within twenty-four (24) hours.

- 8-10.02. When transportation to a hotel has not commenced within thirty-five (35) minutes after the In Event, the Pilot, at their discretion, may use any other

reasonable means of transportation. Pilots shall submit a receipt within thirty (30) Calendar Days for reimbursement of the actual expenses incurred for transportation (e.g., taxi/rideshare).

8-10.03. When transportation from a hotel has not commenced within ten (10) minutes of the scheduled transportation departure time from the hotel. The Pilot, at their discretion, may use any other reasonable means of transportation. Pilots shall submit a receipt within thirty (30) Calendar Days for reimbursement of the actual expenses incurred for transportation (e.g., taxi/rideshare).

8-10.04. Vehicle types and capacities shall be mutually agreed upon by the HSC and shall be available on the EFB as jointly provided by the HSC.

Note: 8-10.04. Effective no later than two (2) full Monthly Scheduling Periods following ratification.

8-10.05. Transportation pickup times from the hotel shall be mutually agreed upon by the HSC.

8-10.06. Pilots shall report any concerns regarding designated transportation pickup times. Such concerns shall be reviewed by the HSC.

8-10.07. If arriving to and departing from different airports on a Layover, only the one-way ground transportation to the alternate airport Layover hotel, as applicable, shall be considered Deadheading and be credited in accordance with [SECTION 4-10 - DEADHEAD PAY](#).

8-10.08. If contracted by the Company, Pilots conducting or receiving training in Canada shall be eligible to utilize a business rideshare program for ground transportation between the airport and the hotel and the training facility:

- a) The Company shall provide the required information necessary to enroll in the business rideshare program, and Pilots shall be responsible to self-manage their pick-up times.
- b) The contracted provider shall direct-bill the Company and the Pilot shall not be responsible for incurring the expense.

8-11 AD HOC REQUESTS FOR ALTERNATIVE/ADDITIONAL GROUND TRANSPORTATION

8-11.01. 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 Crew Scheduling to request approval for the additional/alternative transportation.

SECTION NINE - VARIABLE COMPENSATION

9-1 GENERAL

- 9-1.01. Variable compensation shall include a Pilot's eligibility to participate in the variable compensation plans as set out in the following Company plans:
- a) WestJet Savings Plan with Addendum for Company Pilots (WestJet Encore);
 - b) Profit Share Plan; and
 - c) Owners' Performance Award Policy

9-2 WESTJET SAVINGS PLAN

- 9-2.01. **The terms and conditions of the WSP shall continue for Pilots status quo until July 1, 2024.**

Note: Effective July 1, 2024

- 9-2.02. Pilots shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP), upon completing a mandatory re-enrollment in the WSP, in accordance to the maximum contributions levels in the table. All other terms of the WSP shall apply, subject to those explicitly excluded or modified in the Addendum for Company Pilots (WestJet Encore).

| WSP Contribution Eligibility Table | |
|---|----------------------------|
| Completed Years | Maximum Contribution Level |
| 0 to completion of 3 rd year | 5% of eligible earnings |
| Commencement of 4 th year | 10% of eligible earnings |

Notwithstanding the above table, any Pilot who is eligible for WSP, and who holds the Rank of Captain, shall be eligible to contribute to the maximum contribution level of ten percent (10%) following successful completion of their upgrade Line Check.

- 9-2.03. If the changes to the WSP cannot be implemented by July 1, 2024, due to administrative processing, WSP eligible Pilots shall receive a cash payment on each pay cheque until the date the mandatory re-enrollment in the WSP

period elapses in accordance with the WSP Contribution Eligibility table above. Upon this mandatory enrollment period elapsing, these cash payments shall cease and WSP Eligible Pilots shall become eligible to participate in the WSP in accordance with Section 9-2.02 above.

9-3 PROFIT SHARE PLAN

- 9-3.01. Pilots shall be eligible to participate in the Company's *Profit Share Plan*, or comparable plan, in accordance with terms and conditions of the plan, as they may be amended by the Company. Pilots shall not have a lesser ability to participate than any other employee group or shall not have a degradation of their *Profit Share Plan* entitlement compared to the May 2016 *Profit Share Plan*.

9-4 OWNERS' PERFORMANCE AWARD (OPA)

- 9-4.01. Pilots shall be eligible to participate in the Company's *Owner's Performance Award Policy*, or comparable plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Pilots shall not have a lesser ability to participate than any other employee group or shall not have a degradation of their Company's *Owner's Performance Award Policy* entitlement compared to the May 2016 Company's *Owner's Performance Award Policy*.

SECTION TEN –EXPENSES

10-1 PER DIEM

Note: Effective the first (1st) full Monthly Scheduling Period following the ratification date of the Agreement. To be placed in an implementation LOU.

10-1.01. Pilot per diem payment(s) for Pairings shall be paid to a Pilot based on the TAFB multiplied by the per diem hourly rate in Section 10-1.03 below.

10-1.02. Per diem for Company required out of Home Base Training Events shall be paid to the Pilot based on the elapsed time commencing at the actual Report Time for Positioning to the out of Home Base Training Event and concluding at the actual Release Time after re-positioning at the end of the out of Home Base Training Event multiplied by the per diem hourly rate in Section 10-1.03 below.

10-1.03. The Canada/Mainland US per diem hourly rate shall be: \$4.00 Canadian.

Note: Effective the first full Monthly Scheduling Period following the ratification date of this Agreement.

Note: In the event the Company implements Assignments or Training Assignments outside of Canada/Mainland US, the per diem hourly rate listed in Section 10-1.03 above shall be utilized until the Parties mutually agree to a new per diem hourly rate for the new location. The Parties shall meet within thirty (30) Calendar Days prior to the commencement of the Assignments or Training Assignments at the new location to negotiate the new per diem hourly rates. Once the new per diem hourly rate has been agreed upon, affected Pilots shall receive a retroactive payment for the difference between the new per diem hourly rate and the Section 10-1.03 rate above, if applicable.

10-1.04. The per diem hourly rate set out in Section 10-1.03 above shall be increased by 2% annually on January 1 of each year rounded to the nearest cent.

10-1.05. If a Pilot has a layover at their Domicile and cancels their hotel stay the Pilot shall still receive the per diem notwithstanding.

- 10-1.06. All per diem payments are to be paid out on the 15th of the month following the month the per diems were accrued.

10-2 LICENSING FEES

- 10-2.01. The Company shall pay the full cost of all Transport Canada licensing fees, including fees associated with legal name changes, all recurring fees required for the issue of an initial and recurrent Pilot Proficiency Check and Aviation Document Booklet (Pilot's license).
- 10-2.02. Any fees/costs associated with the replacement of a lost or damaged Aviation Document booklet shall not be reimbursed. However, an Aviation Document Booklet that is stolen while on Assignment shall qualify for the reimbursement cost listed in this Section provided the Pilot has provided the Company with a filed copy of a police report relating to the theft.

10-3 PASSPORT

- 10-3.01. All Pilots are required to have a current passport.
- 10-3.02. The Company shall 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.
- 10-3.03. Any fees/costs associated with the replacement of a lost or damaged passport shall not be reimbursed. However, a Passport that is stolen while on Assignment shall qualify for the reimbursement cost listed in this Section provided the Pilot has provided the Company with a filed copy of a police report relating to the theft.
- 10-3.04. If the Pilot is unable to obtain coverage for the cost of mandatory travel vaccinations from a provincial health plan or under the group benefit program, the Company shall reimburse the Pilot the cost of those mandatory travel vaccinations. Mandatory travel vaccinations shall be those required for the Pilot to travel to destinations serviced by the

Company. This reimbursement shall be conditional upon the Pilot's submission of a receipt for the vaccination costs.

10-4 PARKING

- 10-4.01. The Company shall provide parking to a Pilot at their Home 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 their 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 Home Base.

10-5 BAGGAGE DELAY AND LOSS

- 10-5.01. 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 Section 10-5.02 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 shall be considered lost for the purpose of Section 10-5.03 below, when it has previously been missing and has not been located after ninety-six (96) hours have elapsed.
- 10-5.02. In the event that a Pilot's crew bag is missing, the Pilot shall contact their MLO or designate to discuss reimbursement of selected items. After making reasonable efforts to replace the missing items using complimentary resources where available, the Pilot shall 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 Home Base at the end of their Pairing.

- 10-5.03. The Company shall pay reasonable loss or damage claims, up to two thousand three hundred dollars (\$2,300.00) 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 wilful misconduct or gross negligence. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

10-6 UNUSUAL AND EMERGENCY EXPENSE REIMBURSEMENT

- 10-6.01. When an unusual circumstance, including a Pilot's crew bag going missing, or emergency arises during an Assignment, a Pilot shall contact an MLO to discuss any concerns, including any requests for approval to purchase required services or items or, in some circumstances, an approved change in the Pilot's schedule. An expense claim with supporting receipts must be submitted for reimbursement. Reasonable requests shall not be denied.

10-7 CELL PHONE

- 10-7.01. The Company shall reimburse any roaming or overage charges incurred should a Pilot decide to use their personal cell phone directly related to the performance of their duties. Such charges shall only be reimbursed in extenuating circumstances where the Company provided EFB is not capable of providing required information/ communication.

10-8 ATPL COURSE REIMBURSEMENT AND PAYMENT

- 10-8.01. Upon receipt of their ATPL and submission of receipted costs, a Pilot shall be reimbursed for the course one-time only and shall receive a one-time lump sum payment in the amount of five-hundred dollars (\$500.00) less all applicable deductions.

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 (Long or short sleeve) | Five (5) total |
| Trousers | Three (3) |
| Belt | One (1) |
| Ties | Two (2) |
| Epaulettes | Two (2) sets |
| Uniform wings | Three (3) (1 for shirt, 1 for Blazer, 1 for Outercoat) |
| Sweater | One (1) |
| Roller bag * | One (1) |
| Lunch bag * | One (1) |

| | |
|----------------------------|--------------|
| Day bag/Pilot Flight Bag * | One (1) |
| Blazer | One (1) |
| Outer Coat | One (1) |
| Gloves | One (1) pair |
| Toque | One (1) |

*Only in times where supply is constrained, may Pilots receive a used luggage piece(s) on a temporary basis until such time that a new piece(s) becomes available.

11-2.02. Upon successful completion of Upgrade training, the Company shall provide one (1) set of Captain epaulettes and one (1) Captain blazer.

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 sixty-nine dollars and twenty-one cents (\$369.21) 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 eight hundred dollars (\$800.00).

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. Notwithstanding Section 11-3.03 above, should a Pilot's roller bag, day bag or lunch bag need repair/replacement before the thirty-six (36) months through normal wear and tear, the Company shall repair or replace at no charge to the Pilot. Repairs by external providers, at a reasonable cost, shall also be considered by the Company and require prior approval.

11-3.05. The Company shall pay for three (3) shipments per calendar year to the Pilot's designated Canadian primary residence. For clarity, if one (1) order requires multiple deliveries, including backordered items or items need to be returned because of size or quality issues these additional deliveries

shall not be included in the total. All other shipping costs shall be at the cost of the Pilot.

- 11-3.06. The Company shall not restrict the number of uniform orders per Pilot, if the Pilot is to pick up the order directly from the uniform supplier or have the order delivered to the crew room at the Pilot's Home Base. Alternatively, the Pilot may elect to pay for shipping. In either case, such pickup or delivery shall not count towards the free shipping allotment.
- 11-3.07. A monthly uniform maintenance allowance of fifty dollars (\$50) shall be paid to all Active Pilots.

Note: 11-3.07 effective the first full monthly scheduling period following ratification

- 11-3.08. Any Pilot who cannot get a uniform piece(s) from the Company's uniform website, due to supply issues within thirty (30) Calendar Days of placing their order, the Pilot shall contact their MLO in writing, who may authorize them to purchase and expense replacement piece(s) back to the Company within thirty (30) Calendar Days of purchase, in accordance with [SECTION 10 - EXPENSES](#). Any expense approved shall be deducted equally from the Pilot's uniform credit in accordance with Section 11-3.02 above. Such expenses shall not exceed the balance of their uniform credit bank.
- 11-3.09. Made-to-measure and special size garments are available for Pilots who are outside of the general size range. Pilots can contact uniforms@westjet.com for consultation and assistance in accordance with the information and guidelines found on the Image and Uniforms site on the Company intranet. For clarity, this shall not include alterations that are required due to personal preferences, or alterations that will compromise the design of the garment and the Company's grooming standards.
- 11-3.10. The Pilot shall be free to order any item they need in any quantity not to exceed the initial Pilot allotment in accordance with Section 11-2.01 above for each item per calendar year with the exceptions as follows:
- a) Pilot replacement for each outercoat may only be ordered once every three (3) years; and
 - b) If the Pilot requires more than the limits outlined, the Pilot shall contact their direct MLO for approval.

- 11-3.11. Uniform credit shall only be used for the purchase of uniform pieces for the Pilot. Any unused portion shall be carried over to the next year in accordance with Section 11-3.02 above.

11-4 UNIFORM STANDARDS

- 11-4.01. Uniforms shall be maintained according to standards determined by the Company as specified in the Flight Crew Image & Uniform Standards.
- 11-4.02. 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.
- 11-4.03. At their own expense, Pilots shall be allowed to utilize their own luggage provided each piece does not contain branding from another airline and shall be in accordance with Section 11-4.01 above and otherwise not detract from the uniform standards. In the case of Pilot provided luggage, the Company shall not be responsible for any repair/replacement costs for wear and tear of said luggage. A pilot using their own luggage shall not preclude them from obtaining and using Company luggage in accordance with the provisions of this Section.

SECTION TWELVE – VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF

Note: Biddable stats effective January 1, 2026, in accordance with LOU 02 – BIDDABLE STATS IMPLEMENTATION

12-1 GENERAL

12-1.01. A biddable block of vacation shall be five (5) consecutive Days and shall begin at 01:00 Home Base Time on the first vacation Day.

12-2 EARNING VACATION

12-2.01. A Pilot shall earn annual vacation allotment based on their Date of Hire as a Pilot with the Company in accordance with Section 12-2.04 below.

12-2.02. Vacation is accrued in Credit Hours. A Pilot shall accrue 1/24 of their annual vacation allotment each pay period in which they are Active. A Pilot who is Inactive 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. Accrual per pay period is as follows based on the number of weeks the Pilot is allotted annually:

- a) Two (2) weeks of vacation allotment accrues 1.667 Credit Hours per pay period
- b) Three (3) weeks of vacation allotment accrues 2.5 Credit Hours per pay period
- c) Four (4) weeks of vacation allotment accrues 3.333 Credit Hours per pay period

12-2.03. A new hire Pilot shall accrue Credit Hours in accordance with Section 12-2.02 for each pay period or partial pay period remaining in the calendar year of their Date of Hire.

12-2.04. A Pilot's annual vacation allotment 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.

12-2.05. One block of vacation shall consist of five (5) consecutive Scheduling Days and shall begin at 01:00 local time of the first vacation Day.

12-3 STATUTORY HOLIDAYS

12-3.01. The Company observes eleven (11) “Statutory Holidays” defined as the following:

- a) The ten (10) general holidays defined under the *Canada Labour Code*; and,
- b) The Civic Holiday

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 shall a Pilot receive less Statutory Holidays than any other Company employee group.

12-3.02. A Pilot shall receive Statutory Holiday pay in accordance with the *Canada Labour Code*.

12-4 VACATION BIDDING AND AWARDS

12-4.01. 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 shall receive bidding points as follows:

- a) One (1) point for every year of completed service from one (1) year to less than ten (10) years;
- b) Two (2) points for every year of completed service ten (10) years and above;
- c) One (1) point per Day of vacation allotment

- 12-4.02. New points are totaled with points which have been carried forward (from points which were not used in the previous year(s) of bidding). There are no limits on how many points can be carried over from one (1) year to the next. Each Pilot may use up to the total points available during the bidding process.
- 12-4.03. Bid rounds occur in the following order:
- a) bid round #1;
 - b) bid round #2; and
 - c) randomly Assigned round.
- 12-4.04. Each bid round in accordance with Section 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) Calendar Days each. Results from round #1 shall be published before round #2 begins. The randomly Assigned round shall occur as soon as possible after the close of round #2.
- 12-4.05. Bidding shall be done online via the Company's computerized vacation bidding tool. Vacation shall be published in five (5) Day blocks. Pilots bid on blocks of vacation using the total amount of vacation allotted. When making a bid, a Pilot must specify a point value for each block they desire to bid on, but not less than one (1) point. A Pilot may not bid all allotted points on one (1) block of time. One (1) point must remain for each block of vacation allotted.
- 12-4.06. Once a bid round has closed, the bidding system shall 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 shall have those points deducted from their total point allotment. All other successful bidders for this block shall 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 shall Award all bidders the block and shall deduct one (1) point.
- c) For blocks with one (1) spot available and one bidder (1), the system shall Award the Vacation for one (1) point.
- d) For blocks with one (1) spot available and two (2) or more bidders, the system shall 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 is the same, the system shall randomly Award the block in all scenarios above.

12-4.07. 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) shall be randomly Awarded vacation based on which blocks are still available. For each random Award, the Pilot is deducted one (1) point.

12-4.08. 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 shall be communicated to the Pilots no later than October 31st of each calendar year.

12-4.09. Commencing on November 1st, requests to change vacation blocks Awarded during the bidding process may be made directly to Encore Crew Vacation via email or by using the request form provided on the EFB. Encore Crew Vacation shall assess the blocks remaining and may grant the request to move the blocks based on operational requirements and on a first come first served basis. Such requests shall not be unreasonably denied. No adjustments to carryover points are made as a result of any vacation rescheduled outside of the bidding system.

12-4.10. Commencing on November 1st, requests to trade vacation shall be made to Encore Crew Vacation via email or by using the request form provided on the EFB, after all bid rounds have closed. 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., YYC DH8 Captain may only trade with another YYC DH8 Captain). 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 shall not be unreasonably denied.

- 12-4.11. A Pilot hired after bidding has completed for the current calendar year shall request their preferred vacation from the available blocks provided by Encore Crew Vacation. Blocks and/or partial blocks shall be scheduled block by block by Encore Crew Vacation in Seniority order by Position. At the Company's discretion, a new hire Pilot hired after the completion of the annual vacation bid may be offered pay in lieu of vacation at the Pilot's Hourly Base Rate of pay for the remainder of the current calendar year.
- 12-4.12. A Pilot hired after bidding has been completed and who requires vacation to be scheduled in the following calendar year shall request their preferred vacation from the available blocks provided by Encore Crew Vacation. Blocks shall be scheduled block by block by Encore Crew Vacation in Seniority order by Position. These Awards are made with no point deduction from the Pilot.
- 12-4.13. A Pilot's vacation bidding points shall not be refunded under any circumstances.

12-5 VACATION TRANSFER WITH POSITION CHANGE

- 12-5.01. In the event a Pilot's Position 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.

12-6 VACATION AND GUARANTEED DAYS OFF (GDO)

- 12-6.01. Notwithstanding Section 12-2.05 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.
- 12-6.02. Two (2) GDOs shall be placed immediately prior to and immediately after the five (5) Day vacation block. Changes to the placement of GDOs may be

requested through Encore Crew Vacation. 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 Section 12-6.04 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 Monthly 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) |

- 12-6.03. 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.
- 12-6.04. In no event will more than six (6) GDOs be Awarded in any single Monthly Scheduling Period.
- 12-6.05. If a Pilot wishes to move their GDO's pursuant to Section 12-6.02 above, a request shall be made to Encore Crew Vacation 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).

12-7 SPECIAL DAY(S) OFF (SDO)

- 12-7.01. It is recognized that the intent of an SDO is to provide for special consideration for a Pilot to attend a monumental, non-annually reoccurring event in their life. In order to address such a requirement, a Pilot may request an SDO(s). Such requests are limited to twice per calendar year to a maximum of four (4) unpaid Days and shall be made to the Pilot's MLO, or their designate, using the request form provided on the EFB, at least sixty (60) Calendar Days in advance of the date of the event. Such requests shall not be unreasonably denied. Any SDOs taken in accordance with this paragraph shall be inclusive of their Scheduled Days Off in the applicable Monthly Scheduling Period.
- 12-7.02. If an SDO request is denied, the Pilot shall be notified via email of the denial and the reason(s) for the denial.

12-8 VACATION RECONCILIATION

- 12-8.01. Vacation shall be reconciled based on the accrual detailed in Section 12-2.02.
- 12-8.02. 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 Board (WCB), or any other leave and who has vacation Days previously earned but not used, shall have those Days either reassigned as a new vacation period upon their return to Active (status) or if not reassigned shall be paid out to the Pilot during the Company end of year reconciliation process.
- 12-8.03. Notwithstanding Section 12-8.02 above, the Company shall attempt to reinstate the Pilots previously Awarded vacation Days when a Pilot returns from a leave in accordance with [SECTION 18 – LEAVES OF ABSENCE](#).
- 12-8.04. Should a Pilot returning to Active (status) in accordance with Section 12-8.02 above have accrued vacation which results in a partial Day, the partial Day's Credit shall be reconciled as part of the year end reconciliation.

- 12-8.05. 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 a Company payroll deduction in accordance with [SECTION 4-2 - PAY DISCREPRANCIES](#).
- 12-8.06. In the event a Pilot returns from Inactive status and is projected to take more vacation than they are projected to accrue, they shall have the option to have vacation removed from the remainder of the calendar year so as to prevent an overage during the end of year reconciliation process. The Pilot shall submit the vacation reconciliation form on the EFB to request a calculation of their projected overage. The Pilot shall select which vacation Days they wish to remove from their schedule to reduce or eliminate the amount owed to the Company during the end of year reconciliation process. Excess Days shall be removed as a full vacation block(s) unless the number of excess Days does not total a full block. In such circumstances, the Pilot shall select the single block from which to remove excess Days.
- 12-8.07. In the event that a Pilot is Inactive during the year-end reconciliation, the following shall apply:
- a) Any balance owing to the Company shall be deferred (without interest) until the Pilot is returned to Active status at which point [SECTION 4-2 - PAY DISCREPRANCIES](#) shall apply;
 - b) If a Pilot is known to be transitioning to Inactive status during the calendar year, the Pilot shall have the option to have vacation removed from the remaining portion of the year in which the Pilot is Active to prevent an overtake situation. The Pilot shall submit the vacation reconciliation form on the EFB to request a calculation of their projected overage. The Pilot shall select which vacation Days they wish to remove from their schedule to reduce or eliminate the amount owed to the Company during the end of year reconciliation process. Excess Days shall be removed as a full vacation block(s) unless the number of excess Days does not total a full block. In such circumstances, the Pilot shall select the single block from which to remove excess Days;

- c) If a Pilot does not return to Active status, but rather is dismissed, resigns, or retires, any balance owing shall be deducted from their final pay.
- d) If a Pilot is owed a vacation payout by the Company, a Pilot may request approval by the Company for such balance owing to be paid on the last pay date prior to commencing Inactive status for the remainder of the current calendar year.

12-8.08. A Pilot who is laid off shall be paid out for any earned but not taken vacation upon layoff and their final pay shall be reduced for any taken but not earned vacation.

12-9 OPEN TIME PICK UP ON VACATION

12-9.01. Should a Pilot pick up open time in accordance with [SECTION 6-9 - OPEN TIME ASSIGNMENTS](#) and the Pilot has any vacation during the open time Assignment, the Pilot shall be credited for any vacation Days and, in addition, the open time Assignment shall be compensated in accordance with [SECTION 4-7 – PREMIUM PAY](#).

12-10 PAY IN LIEU OF VACATION

12-10.01. The Company may offer Active Pilots pay in lieu of vacation by posting the effective Monthly Scheduling Period and the premium rate offered by Position. Pay in lieu of vacation shall be voluntary and granted in Seniority order. Pilots who have been Awarded pay in lieu of vacation shall be notified by the Company no later than the 1st of the month prior to the applicable Monthly Scheduling Period.

12-10.02. Pay in lieu of vacation shall be paid, but not credited, at a premium determined by the Company, in addition to the Pilot's MMG or actual hours flown for the Monthly Scheduling Period that the Pilot has accepted pay in lieu of vacation.

12-10.03. The Company shall not offer pay in lieu of vacation while any Pilot is on involuntary layoff.

SECTION THIRTEEN - TRAINING AND TRAINING PILOTS

13-1 PILOT TRAINING COMMITTEE (PTC)

13-1.01. The Parties shall establish and maintain a joint PTC which shall include the following;

- a) Training Manager(s), or their designate(s);
- b) Association CASC Training Committee Chair, or their designate; and/or One (1) Association representative current on Equipment/Type.

13-1.02. All Association representatives shall be Active training Pilots with the Company or have been an Active Company training Pilot within the previous twenty-four (24) month period.

13-1.03. The Training Manager(s), and the Association CASC Training Committee Chair, or their designate, in addition to any other members of the PTC as required based on the discussion agenda, shall meet every six (6) months and on an ad-hoc basis, as required, to discuss the following:

- a) Establishing guidelines for the PTC;
- b) Recommendations for changes to the approved Westjet Encore Pilot Training Program;
- c) Reviewing line-indoctrination and line-check Pairings;
- d) Feedback regarding third party training providers; and
- e) New training technology and ongoing review of its effectiveness.

13-1.04. Upon the request of an individual Pilot, the Association representative(s) of the PTC shall be permitted access to view the Pilot's training file.

13-2 TRAINING ADMINISTRATION

13-2.01. The development and monitoring of Pilot proficiency standards and the quality of training are the responsibility of the Company. The Company shall 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

shall notify the Association and publish the new guidelines as soon as practicable.

- 13-2.02. 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 shall be administered in accordance with the Approved Check Pilot Manual (known as TP6533E at time of publishing).
- 13-2.03. Pilot training shall include:
- a) Initial training;
 - b) Transition Training;
 - c) Recurrent training;
 - d) Upgrade training;
 - e) Home-Based Training;
 - f) Distance Training; and
 - g) Any other regulatory or Company mandated training.
- 13-2.04. Home-Based Training shall be paid out in accordance with [SECTION 4-14 - HOME-BASED TRAINING PAY](#).
- 13-2.05. Transitioning Pilots shall include any Pilot who is transitioning from one aircraft Equipment/Type to another. [Section 13-7 – Transitioning Pilots](#) shall apply if a Pilot is, both, transitioning aircraft and upgrading to Captain. In the event of an unsuccessful Upgrade attempt, any future bidding on a transition Vacancy shall be in accordance with [Section 13-6 – Failure to Advance Protocol](#).
- 13-2.06. With the exception of initial training and Captain Upgrade training, simulator crewing shall 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 shall have the option of having a Captain / First Officer crew combination on the subsequent assessment.

- 13-2.07. Notwithstanding Section 13-2.06 above, if a Pilot is subject to a corrective action plan in the simulator or GFS, or an Advancement Assessment is conducted, there shall be two (2) Pilots and one (1) instructor scheduled.
- 13-2.08. 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 Event or Check.
- 13-2.09. A Check shall only be conducted by a Designated Approved Check Pilot (DACP), Line Check Pilot, or Civil Aviation Safety Inspector (CASI) as detailed in the Approved Check Pilot Manual.
- 13-2.10. 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.
- 13-2.11. No Pilot shall be asked to sign a training bond or similar.
- 13-2.12. The Company shall provide each Pilot scheduled for initial and Transition Training with an information package including flight deck graphics to assist with learning of flow procedures.
- 13-2.13. A Pilot shall not be scheduled for more than eight (8) hours of classroom training, per Day, excluding a meal period and required breaks, whether in-person or Distance Training. In the event the Company extends the classroom training past the scheduled release time, Pilots shall be paid, but not credited, at one point five (1.5) times their Hourly Base Rate for fifty percent (50%) of the actual time in excess of the eight (8) hours above. Any extension shall not exceed one (1) hour beyond the maximum scheduled eight (8) hours of classroom training.
- 13-2.14. A Pilot shall not be required to operate their previously assigned Equipment/Type once they have commenced simulator training on their new Equipment/Type, except where the training is associated with the initial entry into service of a new fleet Equipment/Type. Under such

circumstances the Pilot may be required to operate their previously assigned Equipment/Type where the new fleet Equipment/Type's entry into service is delayed. Where a period of greater than thirty (30) Calendar Days has elapsed since the Pilot last operated the previously assigned Equipment/Type a simulator training session on their previously assigned Equipment/Type shall be provided.

- 13-2.15. 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.
- 13-2.16. An Association PTC Representative shall be notified as soon as practicable after any of the following:
- a) An unsuccessful LOFT;
 - b) An unsuccessful Check in accordance with [Section 13-6 – Failure to Advance Protocol](#); or
 - c) A failure to advance in accordance with [Section 13-7 – Transitioning Pilots](#).

13-3 LINE ORIENTED FLIGHT TRAINING (LOFT)

- 13-3.01. LOFT Training is conducted without the requirement for a passing grade. If deficiencies are identified, further training may be provided, if necessary.
- 13-3.02. 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.

13-4 UNSUCCESSFUL OR INCOMPLETE TRAINING EVENT PROTOCOL

- 13-4.01. Whenever possible, all Training Events shall be facilitated in an effort to allow a Pilot to complete the required training to the prescribed standard.
- 13-4.02. When a Pilot's performance during training is assessed as unsuccessful or incomplete, the Pilot shall be advised and shall be given guidance as to

why their performance was unsuccessful or incomplete, and they may then receive additional training. The Pilot shall have the option of requesting that a different facilitator to conduct the next training session in the event that additional training is granted. Following an unsuccessful or incomplete Training Event, Crew Training may modify the Pilot's schedule in order to complete additional training or the next Training Event after discussing with the Pilot, in accordance with SECTION 5-8.09.

- 13-4.03. If additional training in accordance with Section 13-4.02 above results in the Pilot being reassessed as unsuccessful or incomplete, a meeting shall be convened with the Training Manager or their designate, the individual Pilot and an Association representative. The purpose of this meeting shall 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 UNSUCCESSFUL OR INCOMPLETE CHECK PROTOCOL

- 13-5.01. Should a Pilot's Check be unsuccessful or incomplete, they shall 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 shall have the option of requesting that a different Designated Approved Check Pilot (DACP) conduct the next Check. However, the Company may elect to utilize a TC CASI for the second Check at its discretion. If it becomes necessary to schedule an additional Check due to an unsuccessful or incomplete Check, Crew Training may schedule it to be conducted on a scheduled Day Off. The Pilot shall be paid but not credited at straight time for this event, and the Day Off shall not be restored.

- 13-5.02. If the Pilot is unsuccessful on the second Check, a meeting shall be convened with a Training Manager, the individual Pilot, and an Association representative. The purpose of this meeting shall be to discuss the circumstances which may have given rise to the Pilot's lack of progress and the training plan going forward.

13-6 FAILURE TO ADVANCE PROTOCOL

- 13-6.01. When a Training Manager is notified of a Pilot's failure to obtain recommendation by the Instructor for a Check pursuant to Section 13-5.02

above or Training pursuant to Section 13-4.03 above, they shall ensure that a review of the Pilot's training file is conducted by a Training Manager and that an Association PTC representative is appropriately briefed if an Advancement Assessment is warranted. If the Advancement Assessment is not warranted, with the Pilot's approval the Company shall provide the Pilot's training record to the Association.

- 13-6.02. 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 shall be designated as a Company approved Flight Deck Observer Seat occupant. Where a Pilot was in training for a simulator Check, the Advancement Assessment shall be conducted in the simulator, in which case the Association representative shall occupy an observer seat.
- 13-6.03. Where a Pilot was receiving line indoctrination training, the Advancement Assessment shall be conducted on a line flight and the DACP shall 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.
- 13-6.04. After the completion of the Pilot's training file review or Advancement Assessment, a Training Manager shall either:
- a) Recommend the Pilot for the Check or continued training; or
 - b) Assess the Pilot's performance as unsatisfactory.
- 13-6.05. The specific reasons or actions which resulted in the unsatisfactory assessment referred to in Section 13-6.04 above shall be provided in writing to the Pilot and the Association MEC Chair, or their designate, within seven (7) Business Days after any such assessment has been conducted.

13-7 TRANSITIONING PILOTS

- 13-7.01. Transition Training issues shall be handled in accordance with [Section 13-4 – Unsuccessful or Incomplete Training Event Protocol](#) above.

- 13-7.02. Transition Check issues shall be handled in accordance with [Section 13-5 – Unsuccessful or Incomplete Check Protocol](#) above.
- 13-7.03. A Pilot assessed as unsuccessful during Transition Training or Check shall, upon successful requalification, return to their previously held Position.
- 13-7.04. If the Pilot returns to their previous Position, they shall be paid at the appropriate rate for the Position for which they are qualified and shall be frozen from bidding on a transition Vacancy for a period of twenty-four (24) months from the date of re-qualification to their previous Position.
- 13-7.05. In the event that the aircraft Equipment/Type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they shall be entitled to bid any lower rated Position in the status their Seniority can hold.

13-8 CAPTAIN UPGRADE

- 13-8.01. A Pilot shall 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 requirements as outlined in the training guidelines in accordance with Section 13-2.01 above.
- 13-8.02. After completion of a successful upgrade Pilot Proficiency Check a Pilot, at the Company's discretion, may be scheduled to operate a line flight from the right seat prior to their Line Check being completed.
- 13-8.03. If a Pilot requests withdrawal from their Captain Upgrade Training, they shall contact their MLO, to the reason for the request. The MLO shall make the decision if the timelines outlined below in Section 13-8.04 a) and Section 13-8.04 b) apply. No reasonable request shall be denied. Upon writing to their MLO, they may be reinstated on a mutually agreed upon Captain Upgrade course.
- 13-8.04. Upgrade process:
- a) First Attempt:

- i. Upgrade Training issues on the first attempt shall be handled in accordance with [Section 13-4 – Unsuccessful or Incomplete Training Event Protocol](#).
 - ii. Upgrade Check issues on the first attempt shall be handled in accordance with [Section 13-5 – Unsuccessful or Incomplete Check Protocol](#).
 - iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the first attempt shall return to their previously held Position and upon successful requalification, shall retain First Officer status and shall be eligible for a second attempt no sooner than twelve (12) months from the date of failing to qualify. Notwithstanding the above, the Chief Pilot or designate may waive or reduce the twelve (12) month period at its discretion.
- b) Second Attempt:
 - i. Upgrade Training issues on the second attempt shall be handled in accordance with [Section 13-4 – Unsuccessful or Incomplete Training Event Protocol](#).
 - ii. Upgrade Check issues on the second attempt shall be handled in accordance with [Section 13-5 – Unsuccessful or Incomplete Check Protocol](#).
 - iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the second attempt shall return to their previously held Position and upon successful requalification, shall retain First Officer status and shall 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 13-4 - Unsuccessful or Incomplete Training Event Protocol](#).
 - ii. Upgrade Check issues on the third attempt shall be handled in accordance with [Section 13-5 - Unsuccessful or Incomplete Check Protocol](#).
 - iii. A Pilot assessed as unsuccessful during Upgrade Training or Check on the third attempt shall return to their previously held Position and upon successful

requalification, shall be offered the Position of Career First Officer.

- 13-8.05. In the event that the aircraft Equipment/Type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they shall be entitled to bid any lower rated Position in the status their Seniority can hold.

13-9 CAREER FIRST OFFICER

- 13-9.01. In the event a Pilot is restricted to First Officer status per [Section 13-8 – Captain Upgrade](#) 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 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 shall be returned to their previous Position and restricted to First Officer status for the remainder of their career.

13-10 INITIAL GROUND SCHOOL

- 13-10.01. In conjunction with the Association-supervised Seniority lottery draw identified in [SECTION 28 – SENIORITY](#), one (1.0) hour during each new-hire ground school shall be allocated to introduce new-hire Pilots to the Association. Nothing of a derogatory or inflammatory nature concerning the Company shall 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 Flight Operations Manual (FOM).
- 13-11.02. Compensation for facilitating Training Events is detailed in [SECTION 4-15 - FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY](#) of this Agreement.
- 13-11.03. Credit for facilitating simulator Training Event or Check is detailed in [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#) and [SECTION 4-15 -](#)

FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT
PAY of this Agreement.

- 13-11.04. When the Company requires additional training Pilots, the Pilots shall be notified of available training positions and the details regarding the application process.
- 13-11.05. An Association member of the PTC shall be a member of the Pilot selection team for the purposes of trainer applicant review.
- 13-11.06. Any training Pilot may submit a request for up to fifteen (15) Days free from instruction for each Monthly Scheduling Period. Requests shall be submitted for approval as directed by the Company at least sixty (60) Calendar Days before any Monthly Scheduling Period in which the Pilot wishes to request Days free from instruction duties.
- 13-11.07. A training/Check Pilot may be rescheduled to a different Training Event /Check on any scheduled training Days provided the report time is not changed unless the training/Check Pilot voluntarily accepts a modification to their report time.
- 13-11.08. Open time Training Events are any Training Event not Assigned after all training Pilots training schedules have been built or any Training Event that becomes available during the Monthly Scheduling Period. Open time Training Events shall be Awarded after the monthly schedules for all Pilots have been published and shall be Awarded to an appropriately qualified training Pilot on a first come/first served basis.
- 13-11.09. Training Events may be traded with another training Pilot that is qualified to conduct the Training Event being traded.

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 Section 13-12.01 above, in the event new Equipment/Types of aircraft are procured, or new Equipment/Type airline operations are undertaken, Pilots may be utilized or contracted from outside the Company for the purpose of qualifying the initial cadre of Pilots.

13-13 SIMULATOR AND GRAPHIC FLIGHT SIMULATOR (GFS) HOURS

13-13.01. A Pilot shall not be scheduled for more than four (4) hours of simulator or GFS training per Day excluding briefings. Briefings shall be scheduled as one (1) hour brief, and a one (1) hour debrief for all simulator Training Events and Check. Any Pilot assigned to a simulator period shall be subject to the rest period limitations in accordance with [SECTION 5-9 - CREW REST-SCHEDULE PLANNING](#).

13-13.02. For simulator or GFS training events scheduled as part of the originally published schedule for a Monthly Scheduling Period, preference shall be given to Company Pilots in Company-owned simulators with start times between 05:00 and 19:00 local time, as available.

13-14 SEAT SUPPORT

13-14.01. Pilots filling in as seat support shall not have their performance formally assessed. If it is apparent the Pilot's performance is sub-standard, the Pilot shall be advised of the situation and given an opportunity to demonstrate competency through an additional Training Event followed by a Check.

13-14.02. If a Pilot's training is suspended due to the performance or availability of seat support, the affected Pilot's training shall be rescheduled and pay protected.

13-14.03. The suspended training session detailed in Section 13-14.02 above shall not be classified as a failure for the purpose of restricting a Pilot to a First Officer status.

SECTION FOURTEEN - LAYOFF AND RECALL

14-1 LAYOFF

14-1.01. In the event of an anticipated layoff, the Company shall advise the Association a minimum of forty-five (45) Calendar Days in advance of the anticipated effective date of the 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 Section 14-1.01 above and discuss possible mitigation through offering Voluntary Layoffs, and a Personal Leave of Absence Program or any additional mitigation options offered by the Company.

Note: The discussions above shall not prevent or delay the Company from implementing layoffs.

Note: The above process shall not preclude the Association from suggesting additional layoff mitigation measures to the Company. Notwithstanding the forementioned, the Company shall not be obligated to implement any mitigation options that the Parties are not in agreement upon. The Company shall provide the Association with written reasons within twenty-four (24) hours of its decision not to implement any mitigation options the Association has suggested.

14-1.03. When there is a layoff, it shall be made in reverse Seniority order, regardless of Home Base. A Pilot on a leave of absence shall not be exempt from layoff.

14-1.04. If layoffs are required, the Company shall give Pilots a minimum of thirty (30) Calendar Days' notice in advance of the anticipated date of the layoff. A layoff email shall be sent and shall be clearly marked as "LAYOFF NOTICE" in the subject line of the email. The email shall be formatted to ensure "delivery receipt." Confirmation of "delivery receipt" shall be deemed to be proper notice.

14-1.05. The notice periods in Section 14-1.01 and Section 14-1.04 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 impacting air travel;
- 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;
- g) The unavailability of multiple aircraft scheduled for delivery; or
- h) A pandemic as defined and declared by the World Health Organization requiring a downsize of the Company network.

Should the Company invoke this provision, it shall provide the Association with written reasons within forty-eight (48) hours.

14-1.06. Upon layoff, a Pilot's vacation shall be reconciled in accordance with [SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF](#).

14-1.07. In the event of a reduction bid with layoffs, the Company shall follow the process as outlined below to determine the Position Assignment for all Pilots on the PSL:

- a) The Company shall notify the Association at least forty-eight (48) hours prior to the PSB.
- b) All Pilots on the PSL as outlined in accordance with SECTION 28-1.02 shall be given at least fourteen (14) Calendar Days to submit a PSB prior to the date of the reduction bid. Upon mutual agreement between the Parties this bid window may be extended.
- c) The PSB notification shall contain details of the remaining available Positions as follows:
 - i. Number and details (Rank, Home Base, and Equipment/Type) of Positions remaining;
 - ii. Effective Monthly Scheduling Period; and

- iii. Closing date of the bid
- d) The PSB process shall be used to facilitate the bid. A Pilot's bid shall only be actioned in the event of displacement or reduction and shall not be subject to any freeze in accordance with [SECTION 15 – FILLING OF POSITIONS](#).
- e) A displaced Pilot who fails to place a bid for sufficient Positions that their Seniority can hold shall be Assigned a Position or to layoff status if their Seniority does not allow them to hold a Position.
- f) A dispute notification period consisting of five (5) Calendar Days shall begin at 00:01 hours Mountain Time (MT) on the day after the bid is published. All challenges to bid Awards must be made in writing to the Chief Pilot, or designate, with a copy to the Association CRRC representative, or designate. The Company shall notify both the Pilot and the Association CRRC representative or designate of its decision in writing within seventy-two (72) hours of receipt of the bid challenge; and
- g) Upon completion of the PSB all Pilot bids shall be deleted.

14-1.08. 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. The Pilot shall be responsible to pay their benefits premiums.

14-1.09. 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 shall not be entitled to preference in recall if they do not comply with this requirement.

14-2 RECALL TO WORK

14-2.01. If the Company determines that there is a need for additional Pilot Positions to be filled and laid off Pilots need to be recalled, an email notification of a recall PSB shall be sent to all Pilots on layoff, prior to the bid opening, clearly marked as "RECALL BID NOTICE" in the subject line of the email. The email shall be formatted to ensure "delivery receipt." Confirmation of "delivery receipt" shall be deemed to be proper notice. The Company shall notify the Association of the estimated total

number of additional Positions that are anticipated to be required to be filled through the recall process for the recall PSB.

- 14-2.02. The Company shall supply a link to the PSB website for the purposes of bidding and follow the PSB process in accordance with [SECTION 15 - FILLING OF POSITION](#).
- 14-2.03. Only Pilots on the PSL in accordance with [SECTION 28-1 - PILOT SENORITY LIST](#) shall be permitted to bid and be Awarded a Vacant Position in accordance with [Section 14-2 – Recall to Work](#). There shall be no newly hired Pilots until all laid off Pilots have exercised their recall rights in accordance with this Section.
- 14-2.04. A Pilot shall be recalled to work for a minimum of two (2) consecutive Monthly Scheduling Periods. If the Company anticipates a recall shall be for three (3) consecutive Monthly Scheduling Periods or less, then [Section 14-3 – Mandatory Recall](#) shall not apply.
- 14-2.05. A laid off Pilot shall be responsible for submitting and updating their PSB which reflects their bidding preference(s) or acceptance of mandatory recall, if applicable. The Company shall use the PSB in accordance with Section 14-5.01 and Section 14-5.02 below. Pilots who do not place a PSB with sufficient selections in a PSB for which there are remaining Vacancies shall be deemed to have declined recall, however, may be subject to Section 14-3.01 below, in accordance with their Seniority.
- 14-2.06. A laid off Pilot must comply with the provisions in accordance with Section 14-2.05 above or they shall not be entitled to preference in recall if they do not comply with this requirement.
- 14-2.07. A laid off Pilot may change their PSB prior to the published closing date and time of the bid. However, only in the case of a Vacancy bid with recalls shall a laid off Pilot's bid be actioned.
- 14-2.08. Notwithstanding SECTION 15-9.01, a Pilot who has been reduced or displaced, and is on Inactive status may participate in a Vacancy bid with recalls to fill a Vacant Position according to their Seniority, even though the Pilot in question may not have a known return-to-work date that allows them to meet the requirements associated with the Position Award. The

Awarded Position shall be in accordance with Section 14-5.04 below or upon their return to work, whichever comes later. An Inactive Pilot shall not be entitled to the pay and benefits of the Awarded Position until they return to work as an Active Pilot.

- 14-2.09. In any situation where a Pilot without a known return-to-work date is Awarded a Position in a PSB with recalls the Company may Award an additional Position to maintain operations.
- 14-2.10. An Active Pilot shall not be displaced out of their current Position by a laid off Pilot. A laid off Pilot who fails to bid sufficient choices for Positions shall remain on layoff.

14-3 MANDATORY RECALL

- 14-3.01. Any remaining Vacancies following the recall PSB Award shall result in mandatory recall notices being sent to Pilots on layoff in reverse Seniority order. A mandatory recall email shall be sent and shall be clearly marked as "MANDATORY RECALL NOTICE" in the subject line of the email. The email shall be formatted to ensure "delivery receipt". Confirmation of "delivery receipt" shall be deemed to be proper notice. Pilots issued a recall notice shall be obligated to accept the recall offered by email by 23:59 MT on the fifth (5th) Calendar Day following the day of the delivery receipt of the "MANDATORY RECALL NOTICE". If the Pilot has not responded within three (3) Calendar Days, the Association shall be notified to attempt to contact the Pilot. If after the five (5) Calendar Days, the Pilot has not responded and they have not submitted a PSB preference indicating they are willing to accept mandatory recall as outlined in Section 14-2.05 above, they shall be deemed to have voluntarily resigned their employment with the Company and to have permanently forfeited their Position on the PSL. A Pilot who does not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the last email address on file.

14-4 RECALL OF BONDED OR CANADIAN ARMED FORCES PILOTS

- 14-4.01. Notwithstanding Section 14-3.01 above, at the time of their recall notice, if the junior Pilot on layoff is party to an individual contract of employment with another air service that requires a bond or with the Canadian Armed

Forces, they may decline recall and remain on layoff for the duration of the bond or Canadian Armed Forces commitment, which period may not exceed twenty-four (24) months. The junior Pilot must provide the Company with a copy of their individual contract of employment before they can exercise this right.

- 14-4.02. If the junior Pilot has exercised their right to decline recall under Section 14-4.01 above, the Pilot on layoff immediately above them in Seniority shall become the junior Pilot for the purposes of filling the Vacant Position in question.

14-5 OTHER

- 14-5.01. 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.
- 14-5.02. A Pilot whose qualifications have expired while on layoff shall be re-qualified at Company expense upon recall.
- 14-5.03. Eligibility for relocation expenses, if applicable, for a Pilot who is reduced, displaced, or recalled shall be in accordance with [SECTION 23 – RELOCATION](#).
- 14-5.04. Recalled Pilots shall return to the service of the Company on the reporting date specified in the recall notice. This recall notice shall be issued following the PSB Award, or in accordance with Section 14-3.01 above.
- 14-5.05. A Pilot shall retain their right to be recalled for a period of one hundred and twenty (120) consecutive months from the effective date of their layoff. After this period, a Pilot shall be considered to have voluntarily resigned their employment with the Company and they shall be removed from the PSL.
- 14-5.06. Accruals for the purposes of vacation, pay progression, and Length of Service shall commence on the Pilot's reporting date as specified in the recall notice.

14-5.07. A Pilot shall be eligible for pay and benefits at the Company as of the reporting date specified in the recall notice.

SECTION FIFTEEN - FILLING OF POSITIONS

15-1 GENERAL

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

15-2 CREW REQUIREMENT REVIEW COMMITTEE (CRRC)

15-2.01. The CRRC shall consist of up to two (2) representatives from the Company and up to two (2) representatives from the Association of which one shall be the PSB Association Representative.

15-2.02. The CRRC shall meet at least quarterly to:

- a) Compare the past twelve (12) months actual flying to the previously forecasted flying
- b) Review future forecasted flying;
- c) Review Pilot requirements and Vacancy and/or reduction requirements for each Position (Permanent or Temporary);
- d) Review Pilot Position Bids, as required;
- e) Review Awarded Positions after the Company has run the bid; and
- f) Review any layoff requirements, if applicable.

15-2.03. The CRRC may meet more or less frequently by mutual agreement of the members of the CRRC.

15-3 TYPES OF POSITIONS

15-3.01. Permanent Positions: Any Position that exists in any of the Home Bases identified in Section 15-4.01 below, or as may be opened in accordance with Section 15-4.02 below, shall be considered a Permanent Position. Permanent Positions shall be filled from a Pilot's Preferential Standing Bid (PSB) in accordance with this Section.

15-3.02. Temporary Position: Any Position which the Company anticipates shall exist for a minimum of three (3) consecutive Monthly Scheduling Periods to a maximum of six (6) consecutive Monthly Scheduling Periods in any

Canadian city, including existing Home Bases identified in Section 15-4.01 below, or as may be opened in accordance with Section 15-4.02 below. There shall be a minimum of three (3) consecutive Monthly Scheduling Periods before the same city can be utilized again for Temporary Positions. Such timelines shall apply unless otherwise mutually agreed upon between the Parties.

15-4 HOME BASE(S)

15-4.01. As of the effective date of this Agreement, the following airports are recognized as Home Bases:

- a) Calgary (YYC)
- b) Toronto (YYZ)

15-4.02. The Company may add Home Base(s). The Association shall be notified at least sixty (60) Calendar Days in advance of opening a new Home Base, re-opening a previously closed Home Base, or adding Equipment/Type to an existing Home Base.

15-4.03. The Company shall provide the Association with at least ninety (90) Calendar Days advance written notice of the planned closure date of a Home Base or the planned date of full removal of an Equipment/Type from an existing Home Base. Positions shall be reduced in accordance with [Section 15-10 – Position Reductions and Displacements Without Layoffs](#) or [SECTION 14 - LAYOFF AND RECALL](#), as applicable.

15-5 TEMPORARY POSITIONS

15-5.01. Temporary Positions shall be filled as follows:

- a) All Pilots shall have the ability to bid and be Awarded a Temporary Position. Temporary Positions shall be Awarded in Seniority order.
- b) The Company shall include in the Preferential Standing Bid (PSB) package the estimated number of available Positions, the effective Monthly Scheduling Period and the duration of any Temporary Positions for which the Company is seeking volunteers. The PSB shall be posted in accordance with [Section 15-7 – Posting of the Preferential Standing Bid](#).

- c) The Company shall not be obligated to Award any Temporary Positions. Under no circumstances shall a Temporary Position be involuntary assigned to a Pilot. All Awarded Temporary Positions are binding.
- d) Pilots shall only be eligible to be Awarded Temporary Positions on the Equipment/Type and in the Rank they already hold.
- e) The Awarding of a Temporary Position shall not change the Permanent Position the Pilot holds.
- f) A Pilot in a Temporary Position shall continue to be eligible to bid and be Awarded a new Permanent Position in a PSB. Should a Pilot be Awarded a new Permanent Position whereby the Company is unable to release the Pilot from their Temporary Position due to operational requirements, the Pilot shall be Assigned a reporting month for their new Permanent Position commencing the Monthly Scheduling Period following the Temporary Position placement.

15-5.02. Reserve provisions as outlined in [SECTION 7 – RESERVE](#) shall be adhered to for Temporary Positions.

15-5.03. Pilots holding a Temporary Position shall be able to pick up open time and trade-shifts in accordance with [SECTION 6 - HOURS OF SERVICE](#).

15-5.04. Each Pilot for the purposes of temporarily relocating, shall receive a minimum of three (3) consecutive Days Off immediately prior to the reporting month of the Temporary Position and upon the reporting month for return from the Temporary Position.

15-5.05. The Pilot's Temporary Position airport shall be considered the Pilot's Home Base for purposes of acclimatization for the duration of the Temporary Position Award.

15-5.06. A Pilot accepting a Temporary Position may place a written request to their MLO no less than ten (10) Calendar Days prior to the requested date of travel for one of the following:

- a) One (1) time per Temporary Position Award, positive space business travel shall be available upon request to temporarily relocate the Pilot from their Home Base prior to the reporting

month and upon conclusion of the Temporary Position back to their Home Base. The selected flight shall be mutually agreed between the Pilot and the Company based on availability in the economy cabin; or

- b) Alternatively, one (1) time per Temporary Position Award, if a Pilot requests to drive their own vehicle to the Temporary Position to temporarily relocate themselves from their Home Base prior to the reporting month and upon conclusion of the Temporary Position back to their Home Base, and such request is approved, the Company shall reimburse the Pilot at the *Canada Revenue Agency (CRA)* approved mileage rate for travel between their Home Base and the Temporary Position airport and return.

15-5.07. Should a Temporary Position airport be converted to a new Home Base in accordance with Section 15-4.02 above, the Permanent Positions shall be posted in accordance with [Section 15-7 – Posting of the Preferential Standing Bid](#).

15-6 PREFERENTIAL STANDING BID (PSB)

15-6.01. The Company shall use an electronic PSB system which allows for bidding of Positions and the posting of Position Awards in accordance with the following:

- a) All Awarded bids are binding unless cancelled by the Company;
- b) In the event a Pilot is Awarded a Position that requires training on a new Equipment/Type or training to return to a previously held Equipment/Type in which their Pilot Proficiency Check (PPC) has been expired for greater than twenty-four (24) months, the Pilot shall not be Awarded another Position in a subsequent bid prior to their reporting month, at which point the freeze period in [Section 15-12 – Position Freezes](#) shall apply;
- c) Neither the Association nor the Company shall be responsible or liable for a Pilot who bids incorrectly;
- d) A Pilot shall be responsible for submitting and updating a PSB which reflects their bidding preferences;
- e) A Pilot Awarded a new Position shall have their entire PSB removed;

- f) A Pilot who wants to remain in their current Position shall not be required to submit a PSB; and
- g) A Pilot may change their bid preferences until the published closing date and time of the PSB.
- h) Once the Pilot is Awarded a Position, it is the Pilot's responsibility to re-submit a new standing bid.

15-6.02. Notwithstanding the provisions of Section 15-6.01 above, new hire Pilots shall be assigned their Position at the discretion of the Company. New hire Pilots may express their preference for available Positions prior to being assigned. Should there be any Vacant Positions remaining following a previous PSB in which the new hire Pilot was not eligible to bid, these Vacancies may be filled on a voluntary basis by new hire Pilots in Seniority order during the first weeks of training.

15-6.03. New hire Pilots are eligible to participate in the PSB as long as the PSB closes on or after their second (2nd) Day of employment at the Company.

15-7 POSTING OF THE PREFERENTIAL STANDING BID

15-7.01. The PSB Association representative of the CRRC, or designate, shall receive a preview of the anticipated Vacancies three (3) Calendar Days prior to the PSB notice to Pilots for the purpose of reviewing the forthcoming bid as outlined below. The Company shall notify Pilots of any anticipated Vacancies via email at least fourteen (14) Calendar Days prior to the closing of the bid.

This bid notification shall contain at least the following information:

- a) Rank;
- b) Home Base;
- c) Equipment/Type;
- d) Anticipated number of Vacancies;
- e) Anticipated effective Monthly Scheduling Period;
- f) Closing date of bid;
- g) Location of Temporary Position, if applicable; and
- h) Duration of Temporary Position, if applicable.

15-8 POSITION VACANCY AWARDS

- 15-8.01. The PSB Association representative or their designate shall review the results of the PSB award prior to publication and provide comments to the Company regarding the proposed results. The comments shall be provided to the Company in a timely manner, but no later than twenty-four (24) hours prior to the proposed release time of the PSB results to the Pilots. Should the Association representative find error(s) in the PSB award, the error(s) shall be reviewed by the CRRC prior to the results being published.
- 15-8.02. Within three (3) Calendar Days after the PSB closing date, the Company shall post the Position awards electronically to inform the successful candidate(s).
- 15-8.03. A dispute notification period consisting of five (5) consecutive Calendar Days shall begin at 00:01 MT on the day after the tentative bid award is published. All challenges to PSB Position awards must be made in writing to the Chief Pilot, or designate, with a copy to the Association PSB representative. The Company shall notify both the Pilot and the CRRC of its decision in writing within seventy-two (72) hours of receipt of the PSB Position award challenge.
- 15-8.04. Within seven (7) Calendar Days of the end of the dispute period delineated in Section 15-8.03 above, the Company shall advise a successful candidate of the following:
- a) Effective Monthly Scheduling Period of their new Position;
 - b) Reporting month;
 - c) Anticipated Monthly Scheduling Period for training, if applicable;
 - d) Any Position freeze associated with the Position award;
 - e) Any relocation assistance entitlements, if applicable; and,
 - f) Any other relevant information.
- 15-8.05. If an Awarded Position is cancelled between the posting of the PSB Position award and the Pilot's reporting month of their new Position, the Pilot shall remain in their current Position.

- 15-8.06. Vacant Positions remaining after a PSB award dispute period is completed shall be filled by new-hire Pilots in accordance with this Agreement.
- 15-8.07. A Pilot is required to be available for training and to assume the posted Position after it has been Awarded. If the Pilot has Awarded vacation between the reporting month for scheduled training and the planned completion of scheduled training, any previously Awarded vacation in those Monthly Scheduling Periods may be rescheduled, at the Company's discretion, by Awarded Position, in Seniority order, based on dates available as determined by the Company.
- 15-8.08. After the bid Award is finalized, should a Pilot become unavailable to report for their Awarded training date, the Company may contact the next most senior eligible Pilot to Assign them the now Vacant training seat.

15-9 VACANCY AWARDS WHILE ON INACTIVE STATUS

- 15-9.01. Notwithstanding Section 15-8.07 above, a Pilot on Inactive status may participate in Vacancy bid to fill a Vacancy Position according to their Seniority, even though the Pilot in question may not have a known return-to-work date that allows them to meet the requirements associated with the Vacancy award as follows:
- a) A Pilot who is assigned a Position requiring Upgrade, initial or Transition Training shall have their Position canceled if they do not have a known return-to-work date on file with the Company no later than the first (1st) day of 2 months prior to the reporting month; or
 - b) The Awarded Position shall be made available to the Pilot on the reporting month of the new Position or upon their return to work, whichever comes later;
- 15-9.02. An Inactive Pilot shall not be entitled to the pay and benefits of the Awarded Position until they return to work and qualify for the new Step Rate of the Awarded Position.

15-10 POSITION REDUCTIONS AND DISPLACEMENTS WITHOUT LAYOFFS

15-10.01. A reduction of Positions without layoffs may include but is not limited to a Home Base closure with a subsequent displacement of Positions, reduction of Positions in one Home Base with an increase in Positions in another Home Base without a Home Base closure, or removal of an Equipment/Type from service.

15-10.02. The Company shall notify the Association at least forty-eight (48) hours prior to any reduction bid without layoffs in Section 15-10.03 below.

15-10.03. In the event of a Position reduction without layoffs, all Pilots on the PSL shall be given at least fourteen (14) Calendar Days to submit a bid prior to the PSB closing date. Upon mutual agreement between the Parties, this bid window may be extended.

15-10.04. The PSB notification shall contain details of available Positions and the details of the reduced Positions as follows:

- a) Number, Rank, and Equipment/Type of Positions being reduced;
- b) Number, Rank, and Equipment/Type of available Positions;
- c) Effective Monthly Scheduling Period; and
- d) Closing date of bid;

15-10.05. In the event of a bid where a PSB has both additional Vacancies and a requirement for Position reductions without layoffs, the Vacancies bid awards shall be processed prior to the reduction bid. The Vacancies bid shall be facilitated in accordance with [Section 15-8 – Position Vacancy Awards](#). In the event the primary Vacancies and reduction bid results in additional Vacancies, those secondary Vacancies shall be processed following the reduction bid.

15-10.06. The reduction bid shall be accomplished as follows:

- a) The PSB process shall be used to facilitate the bid;
- b) A Pilot may displace a more junior Pilot in any Position;

- c) A Pilot who is reduced or displaced shall be Awarded a Position in accordance with their PSB. A Pilot's bid shall only be actioned in the event of displacement or reduction;
- d) A Pilot who is displaced or reduced shall not be subject to any freeze in their new Position in accordance with Section 15-12.02 below;
- e) A displaced Pilot who fails to place a bid for sufficient Positions that their Seniority can hold shall be assigned a remaining Position by the Company in accordance with their Seniority; and
- f) Upon completion of the PSB, all Pilot bids shall be deleted.

15-10.07. A dispute period shall be administered in accordance with Section 15-8.03 above.

15-10.08. The Company shall advise affected Pilots in accordance with Section 15-8.04 a) through f) above.

15-10.09. In the event of a reduction of Positions with layoffs, [SECTION 14 - LAYOFF AND RECALL](#) shall apply.

15-11 HOME BASE TRADES

15-11.01. Pilots holding the same Equipment/Type and Rank in different Home Bases may enter a mutual exchange of Home Base by following the procedure outlined below;

- a) Pilots requesting a Home Base trade are required to submit trade requests in writing (via email) to the CRRC, with a copy to the Pilot's MLO or designate;
- b) The CRRC shall release the trade request via email to the Pilot group regarding the Home Base trade request in question. The email shall contain the name, Position, and PSL Seniority number of both Pilots involved in the trade;
- c) The trade shall be posted for thirty (30) Calendar Days and if there has been no objection filed to the Home Base trade at the end of thirty (30) Calendar Days, the Home Base trade shall stand; and,

- d) The CRRC shall email the successful Home Base trade confirmation to the Pilot group no later than seven (7) Calendar Days after the trade is completed.

15-11.02. A Pilot who is senior to the most junior of the two (2) Pilots in a pending Home Base trade, may object to the trade by the procedure outlined below:

- a) Submitting a written objection (via email) to the CRRC with a copy to the Pilot's MLO 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; and,
- b) Should the objecting Pilot's Seniority number be senior to both trading Pilots' Seniority numbers, the objecting Pilot shall take the place of either Pilot. Should the objecting Pilot's Seniority number be junior to one of the trading Pilot's Seniority numbers, the objecting Pilot may only replace the junior Pilot in the trade.

15-11.03. Once an objection is verified, the objection shall become a new Home Base trade between the objecting Pilot and the non-affected Pilot. The newly resulting trade shall be republished by the CRRC.

15-11.04. The successful trade shall become effective on the first day of the second Monthly Scheduling Period following the Monthly Scheduling Period in which the trade was approved (e.g. May trade effective July).

15-11.05. A Pilot participating in or objecting to, a trade must be Fully Qualified for the Position being traded. A Pilot who has been Awarded another Position or is on Inactive status, is not eligible to participate in trades.

15-12 POSITION FREEZES

15-12.01. A new hire First Officer shall be frozen in their initial Equipment/Type for a period of twelve (12) months after the successful completion of their initial Line Check.

15-12.02. A Pilot who voluntarily bids and is Awarded a Position requiring initial or Transition Training on an Equipment/Type in which the Pilot is not

currently endorsed or training to return to a previously held Equipment/Type in which their Pilot Proficiency Check (PPC) has been expired for greater than twenty-four (24) months shall be restricted from being Awarded a different Equipment/Type with a reporting month earlier than twenty-four (24) months from the date of completion of their Pilot Proficiency Check (PPC).

15-12.03. The freeze period shall not apply in any instance where a Pilot's current Position is a result of being reduced, displaced or accepting a Position upon recall.

15-12.04. The above provisions shall not restrict a Pilot from bidding and being Awarded an Upgrade regardless of Type (i.e., First Officer to Captain).

15-12.05. A Pilot who has not previously held the Rank of Captain with the Company and who otherwise would be subject to a freeze as outlined in Section 15-12.02 above shall be permitted to bid for and be Awarded the Rank of Captain in accordance with their Seniority. Such Pilot shall be subject to a freeze as follows:

- a) The Pilot shall remain frozen in the Position on the newly Awarded Equipment/ Type for twelve (12) months following the PPC date for the Position;
- b) Should a Pilot be Awarded an Upgrade on a different Equipment/Type, the reporting month for the Pilot's Upgrade Award shall be the first Day of the subsequent Monthly Scheduling Period twelve (12) months following the PPC date.

15-12.06. In circumstances other than those delineated in Section 15-12.02 and Section 15-12.03 above, a Pilot who voluntarily bids for and is Awarded a lower Rank (i.e., Captain to First Officer) on the Equipment/Type the Pilot currently holds shall be subject to a bidding freeze for a period of twelve (12) months.

15-12.07. Notwithstanding any provision in [Section 15-12 – Position Freezes](#), the Company may release a Pilot from a bidding freeze in order of Seniority by Position. The CRRC shall be notified of any such freeze release.

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 POSITIONS](#).
- 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.
- 16-1.03. A Pilot who is promoted to a Management Pilot position in accordance with Section 16-1.01 above shall continue to accrue Seniority.
- 16-1.04. For the purposes of Section 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) Calendar 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 POSITIONS](#).

16-2 DISPLACEMENT

- 16-2.01. A Pilot may be displaced from any flight by a Management Pilot in accordance with [Section 6-11 - DISPLACEMENT](#).

16-3 FLYING ALLOTMENT

- 16-3.01. Revenue flying by Management Pilots, not including any Training Event or Check, 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. Notwithstanding Section 16-3.04 below, any Revenue Flying by Management Pilots shall only be accomplished by displacement except for the following:
- a) Providing/receiving Training Event(s) or Check(s); or
 - b) to maintain their currency; or
 - c) in accordance with [SECTION 6-9 – OPEN TIME ASSIGNMENTS](#).
- 16-3.03. In the course of a calendar year, each Management Pilot shall operate a multi-day pairing which shall contain at least one (1) of the following attributes:
- a) either a flight operated on a weekend or a Statutory Holiday; or
 - b) a multi-leg day; or
 - c) where they exist in a Monthly Scheduling Period: an AM-PM or PM-AM flip mid-Pairing.
- 16-3.04. A Management Pilot who would have been laid-off or furloughed in a reduction bid shall be ineligible to pick up Open Time in accordance with [SECTION 6-9 – OPEN TIME ASSIGNMENTS](#), except to avoid a flight cancellation as a last resource. Currency requirements shall be accomplished by displacement.

16-4 VACATION TREATMENT FOR MANAGEMENT PILOTS

- 16-4.01. When a Pilot becomes a Management Pilot, they shall continue to accrue years of service for the purpose of vacation week allotment; however, their vacation bidding point bank shall freeze until such time as they return to regular line flying. Any previously Awarded vacation shall become

available for disbursement to line Pilots in accordance with [SECTION 12-4 - VACATION BIDDING AND AWARDS](#).

- 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 in accordance with [SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF](#) on the next round of bidding. The remaining vacation allotment in the present year shall be Assigned by Crew Planning. For those who do not have points in accordance with Section 16-4.01 above, the bidding points available for vacation bidding shall be determined by calculating the average of the bidding points held by the ten (10) Pilots junior to them on the PSL.

SECTION SEVENTEEN - MEDICAL EXAMINATIONS / ASSESSMENTS

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 shall 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 five hundred dollars (\$500). 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) Calendar Days to submit the expense to the Company. Any submission received after thirty (30) Calendar 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 Flight Operations Manual.
- 17-1.04. Any information obtained by, or as a result of, a Transport Canada medical examination, except for 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, provided it pertains directly to the restrictions and/or limitations required to perform the Pilot's duties.

17-2 COMPANY REQUIRED MEDICAL ASSESSMENTS

- 17-2.01. A Pilot shall be required to undergo an assessment 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 written notification within forty-eight (48) hours of verbal notification of being held out of service to the Pilot with the reason(s) for the assessment request
- 17-2.03. An Active Pilot who is required to undergo a medical assessment pursuant to Section 17-2.01 above shall be held out of service with no loss of Seniority, compensation, vacation, and all other benefits up to and including the receipt of the medical findings report from said assessment. If a Pilot is found to be medically unfit, they shall be placed on Sick Leave and eligible to apply for WCB or shall apply for Short-Term Disability (STD) benefits in accordance with [SECTION 19 - SICK LEAVE](#) or [SECTION 20 - BENEFITS](#), as applicable.
- 17-2.04. The cost of any assessment required by the Company shall be paid by the Company (to include expenses in accordance with [SECTION 10 - EXPENSES](#) when a Pilot is required to travel outside their Domicile to accomplish assessments or testing). The Company shall provide positive space travel and accommodation should a Pilot be required to travel outside their Domicile including per diems.
- 17-2.05. Any Pilot who disagrees with the findings of the Company's chosen CAME in Section 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, medical professional, or specialist of their own choosing and at their own expense for the purpose of conducting a medical assessment for the same purpose as the medical assessment made by the CAME in

Section 17-2.01 above. A copy of the Company CAME referral for the first assessment shall be supplied to the CAME, medical professional, or specialist chosen by the Pilot.

- b) A copy of the findings of the CAME, medical professional, or specialist chosen by the Pilot shall be furnished to the Company's chosen CAME, and if such findings verify the findings of the Company's chosen CAME in accordance with Section 17-2.01, above, no further medical review of the case will be afforded.
- c) In the event that the findings of the CAME, medical professional, or specialist chosen by the Pilot disagree with the findings of the CAME, medical professional, specialist or otherwise designated by the Company, the Company shall at the written request of the Pilot, ask that the two (2) medical professionals agree upon and appoint a third and independent Medical SME, preferably a specialist, provided the Pilot makes such request within seven (7) Calendar Days of being notified of the Pilot's medical professional'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 medical professional in Section 17-2.05(a) above, the findings of the medical professional in Section 17-2.01 above will stand.
- d) If a third assessment is conducted, the case will be settled based on the findings of the independent Medical SME.
- e) The expense of employing the independent Medical SME, shall be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of the Medical Examiner's report shall be furnished to the Company's designated CAME 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 shall, if such action is proved to be unwarranted, be compensated 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, medical professional, or specialist report, under Section 17-2.05 c) above, within a reasonable time after issuance of the Company medical professional's report.

- g) If the Pilot requests the third independent medical assessment and the assessment determines that the Pilot is not medically fit for Duty, the Pilot shall maintain their inactive status.
- h) If through this process the results of the third independent medical assessment determine the Pilot is fit for Duty, the Pilot shall be expected to report for Duty as provided for in [SECTION 6-5 - 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 as outlined in this Section shall:

- a) Be eligible to maintain all benefits currently in effect in accordance with the terms and conditions of the Company benefit plans;
- b) Continue to accrue Seniority;
- c) With the exception of PLOA, shall continue to accrue pay progression and Length of Service;
- d) Have the option to exercise their bidding rights in accordance with [SECTION 15-8 - POSITION VACANCY AWARDS](#), however, if the Pilot is on a PLOA and is successfully Awarded a new Position, they must return from their PLOA in accordance with [SECTION 15-7 - POSTING OF THE PREFERENTIAL STANDING BID](#);
- e) Maintain travel privileges in accordance with the Company *Travel Privileges Policy* and jumpseat access in accordance with [SECTION 32-2 - JUMPSEAT ACCESS](#);
- f) Be eligible to participate in vacation bidding as outlined in [SECTION 12-4 - VACATION BIDDING AND AWARDS](#);
- g) Up to one (1) month prior to a Pilot's known return to work date, a Pilot may request early access to the Company's uniforms ordering site.

Note: There are other leaves under the *Canada Labour Code* that are not listed below. Section 18-1.01 above shall not apply to these other leaves, unless otherwise provided for in accordance with the *Canada Labour Code*, this Agreement or Company Policies, as applicable.

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 their MLO or designate. A PLOA may be greater than six (6) months or extended beyond six (6) months by mutual agreement between the Company and the Association. Except for circumstances beyond the control of the Pilot,

such request shall be made as soon as possible but 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. The Company may offer, at its discretion, Pilots to voluntarily take an unpaid PLOA. Unpaid PLOAs shall be Awarded by Position to the most senior applicant, subject to scheduled training and operational requirements.

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 their MLO or designate in accordance with the *Canada Labour Code*.
- 18-3.02. When a Pilot is no longer able to exercise the privileges of their aviation medical due to pregnancy, they shall apply for STD subject to the provisions of the Short Term Disability Plan.
- 18-3.03. A Pilot requesting maternity and/or parental leave shall submit a written notice to their MLO or designate 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 made as soon as possible but 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 Section 18-3.03 above, a Pilot may change the length of the leave in accordance with the *Canada Labour Code* on written request to their MLO or designate, shall be made as soon as possible but shall be given at least four (4) weeks in advance of any change in the length of leave intended to be taken, unless there is a valid reason why the notice cannot be given, in which case the Pilot shall provide their MLO or designate, with notice in writing as soon as possible.

- 18-3.05. A Pilot who wishes to continue parental care beyond the maximum parental leave duration as legislated by the *Canada Labour Code* may request a PLOA in accordance with Section 18-2.01 above.
- 18-3.06. A Pilot shall have the option to split their parental leave into two (2) blocks so long as any periods of leave are completed within seventy-eight (78) weeks of the birth or adoption. Pilots shall only be eligible for a split parental leave in circumstances where the first block of completed parental leave comprised of a minimum of two (2) full Monthly Scheduling Periods. The subsequent parental leave shall also comprise a minimum of two (2) full Monthly Scheduling Periods.
- 18-3.07. The Company shall top up a Pilot on maternity leave the difference between the amount they received on STD and the calculated basic benefit of EI or QPIP between six (6) or eight (8) weeks, as applicable based on approved STD claim, and a total combined seventeen (17) weeks after the birth of the child.

For example: A Pilot goes on maternity leave and is on STD until six (6) weeks post-partum. After six (6) weeks post-partum, the Company shall top up the Pilot for the remaining eleven (11) weeks from the basic benefit of EI or QPIP to the amount that the Pilot was receiving on STD.

Note: Effective January 1, 2026.

18-4 JURY DUTY LEAVE

- 18-4.01. A Pilot who is summoned for jury duty shall provide a copy of the jury duty notice to their MLO or designate, as far as possible in advance of the scheduled jury duty. The Pilot's MLO or designate, shall be notified by the Pilot immediately after release from jury duty in order that the Pilot may return to Duty in accordance with [SECTION 6-5 - RETURN TO DUTY](#), as applicable. A Pilot shall 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 their MLO or designate documentation from the court showing the dates and times the jury duty was served.

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, shall provide a copy of the summons or subpoena to their MLO or designate, as soon as possible.
- 18-5.02. 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.
- 18-5.03. The provisions of Section 18-5.01 and Section 18-5.02 above shall 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 Section 18-6.02 below. The Pilot shall advise their MLO or designate, of the requirement for time off for bereavement.
- 18-6.02. A Pilot shall be entitled to a leave of up to five (5) credited Days, as well as an additional five (5) Days of unpaid leave from work in one (1) or two (2) periods starting on the Calendar Day the death occurs and ending six (6) weeks after the date of the funeral, burial, or memorial service of the family member included below:
- a) A spouse, common-law partner, grandparent or grandchild of the Pilot;

- b) A child, stepchild, foster child, parent, step-parent, sibling, niece, nephew, aunt, or uncle of the Pilot or their spouse;
- c) Any relative of the Pilot who resides permanently with the Pilot or with whom the Pilot permanently resides; or
- d) A person who is entirely or substantially dependent on the Pilot or spouse for ongoing care and attention.

18-6.03. A Pilot who wishes to request any additional leave due to bereavement may request a PLOA in accordance with Section 18-2.01 above and the four (4) week advance notice of request shall not apply.

18-6.04. For purposes of pay reconciliation, a Pilot shall 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 in accordance with the same conditions as reflected in [SECTION 6-5 - RETURN TO DUTY](#) with their MLO or their designate.

18-7.02. A Pilot shall coordinate their return to service with their MLO or designate. If no training is required, the Company shall return the Pilot to Duty immediately in accordance with [SECTION 6-5 - RETURN TO DUTY](#). If training is required, the Pilot shall be scheduled for the next available training. A Pilot shall not be held from returning to pay status longer than fourteen (14) Calendar Days following the date of the employee's return to work in accordance with Section 18-7.01 above.

18-7.03. A Pilot returning to work after a protected leave shall return to the Position held at the commencement of their leave, unless their Seniority would not allow the Pilot to hold such Position in accordance with the terms and conditions of this Agreement. This shall not preclude a Pilot from exercising their rights to bid in accordance with [SECTION 15-9 - VACANCY AWARDS WHILE ON INACTIVE STATUS](#).

SECTION NINETEEN - SICK LEAVE

19-1 GENERAL

- 19-1.01. Sick leave shall be provided to a Pilot who is unable to report for Duty due to an illness or injury, or other medical leave reason specified under the *Canada Labour Code*, that is not covered under the provisions of workers' compensation legislation. The Parties agree this paid sick leave Section fulfills the Company's obligation to provide medical leave with pay in accordance with the *Canada Labour Code*.
- 19-1.02. When a Pilot requires sick leave, Crew Scheduling shall be notified by phone as soon as possible. A Pilot shall be assumed to be utilizing paid sick leave Days for any subsequent Duty Periods in that same Pairing, Reserve Block, Training Assignment, or other scheduled Duty until they have notified the Company that they are fit to return to Duty. A Pilot shall notify Crew Scheduling for any subsequent activities, including but not limited to, Pairings, Reserve Blocks, Training Assignments, or other scheduled Duty in which they are still unable to report for Duty due to sick leave.
- 19-1.03. No Pilot shall be required to provide a doctor's certificate except where the period of sick leave is five (5) consecutive Calendar Days or more, or the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than fifteen (15) Calendar Days after the Pilot's return to work. In the event the Company requests a doctor's certificate within the five (5) consecutive Calendar Days, they shall advise the Pilot, in writing, of the reasons the Company doubts the validity of the absence.
- 19-1.04. The cost of a doctor's certificate in accordance with Section 19-1.03 above shall be borne by the Company, with reimbursement to the Pilot provided proper proof of payment has been submitted to the MLO or designate, within thirty (30) Calendar Days of the appointment to obtain the doctor's certificate.
- 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 DAYS

Note: Effective no later than December 31, 2024.

19-2.01. For the purposes of this Section, one (1) paid sick leave Day shall be deducted for each occurrence in accordance with Section 19-1.01 above where the Pilot books off:

- a) For the one (1) and only Duty Period scheduled on the Day; or
- b) For a Duty Period that spans two (2) Days; or
- c) For multiple Duty Periods all commencing on the same Day; or
- d) If a Pilot is on Duty and is unable to complete the Assignment(s) for that Duty Period.

19-2.02. Beginning on January 1, 2025, each Pilot who is Active on January 1st of each year shall be allotted thirteen (13) paid sick leave Days per calendar year.

NOTE: Effective January 1, 2026, 19-2.02 shall be replaced as follows:

Beginning on January 1, 2026, each Pilot who is Active on January 1st of each year shall be allotted twelve (12) paid sick leave Days per calendar year.

19-2.03. For newly hired Pilots, in lieu of the annual allotment in accordance with Section 19-2.02 above, the initial paid sick leave Days allotment in accordance with Section 19-2.02 above shall be prorated from the month of their DOH to the end of the first calendar year in accordance with the table below:

| DOH Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Sick Day Proration Effective January 1, 2025 | 13 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 3 |
| Sick Day Proration Effective January 1, 2026 | 12 | 11 | 10 | 9 | 9 | 7 | 7 | 6 | 4 | 4 | 3 | 3 |

19-2.04. A Pilot who transitions to an Inactive status shall have their paid sick leave bank frozen as of the effective date of their Inactive status.

19-2.05. A Pilot on Inactive status shall have their paid sick leave bank addressed as follows:

- a) A Pilot who returns to Active status in the same calendar year in which they were previously allotted paid sick leave Days in accordance with Section 19-2.02 or Section 19-2.03 above shall maintain their frozen paid sick leave bank and shall receive no further allotment for the current calendar year; or
- b) A Pilot who returns to Active status on or after January first (1st) of the next calendar year or any subsequent calendar year, shall maintain their frozen paid sick leave bank and be allocated a prorated amount of their annual allotment of additional paid sick leave Days in accordance with Section 19-2.02 above, subject to the maximum total paid sick leave bank in accordance with Section 19-2.08 below, in accordance with the table below:

| RTW Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Sick Day Proration Effective January 1, 2025 | 13 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 |
| Sick Day Proration Effective January 1, 2026 | 12 | 11 | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 |

- 19-2.06. Should the Pilot's paid sick leave Day proration in accordance with Section 19-2.05 b) above, when added to the Pilot's frozen paid sick leave bank, result in less than ten (10) paid sick leave Days, the total number of paid sick leave Days shall be increased to ten (10) paid sick leave Days.
- 19-2.07. For all Pilots employed by the Company on the effective date of this Agreement, their sick leave Credit Hour balances shall convert to paid sick leave Days effective no later than December 31, 2024. A Pilot shall receive one (1) paid sick leave Day for every five point four (5.4) sick leave Credit Hours they hold as of the conversion date, rounding up.
- 19-2.08. Paid sick leave Days accrued and unused shall carry over to the subsequent calendar year. The maximum banked paid sick leave shall be twenty-two (22) Days.
- 19-2.09. A Pilot who utilizes a paid sick leave Day shall be pay protected for their originally scheduled Credit Hours for that Duty Period, provided the Pilot has paid sick leave Days still available to them.
- 19-2.10. Whether or not flying has been Assigned, if a Pilot utilizes a paid sick leave Day for a reserve Day, they shall be deducted one (1) paid sick leave Day and they shall be credited at four (4) Credit Hours for that reserve Day.

- 19-2.11. Sick leave pay protection shall not extend to cover any open time Assignments and/or Assignments eligible for premium pay not completed by the Pilot.
- 19-2.12. If a Pilot has insufficient paid sick leave Days remaining, any additional sick leave Days taken shall be without pay.

19-3 SHORT TERM DISABILITY APPLICATION

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

19-4 RETURN TO DUTY FROM SICK LEAVE

- 19-4.01. A Pilot who is fit to return to Duty from sick leave in their Home Base shall advise Crew Scheduling of such as early as possible, but no later than, 19:00 HBT the Day prior. If no such contact from the Pilot is received, their sick leave shall continue into the next Day.
- 19-4.02. When a Pilot advises Crew Scheduling that they are fit to return to Duty from sick leave, the Pilot shall be subject to Assignment of Duty in accordance with [SECTION 6-5 - RETURN TO DUTY](#), as applicable.
- 19-4.03. A Pilot who is fit for Duty in the morning shall call Crew Scheduling one (1) time before 10:00HBT. Crew Scheduling may Assign the Pilot an Assignment if there is one available and not be deducted a sick Day Credit. If no Assignment is available, the Pilot shall remain on the sick Day Credit and placed on RTD reserve for subsequent Days, if applicable.

SECTION TWENTY – BENEFITS

20-1 GENERAL

- 20-1.01. The Company agrees to maintain the following benefits coverage, at a minimum, under a flexible group benefit plan for eligible Pilots covered by this Agreement.
- 20-1.02. The Company shall 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) Basic Employee Life, Optional Employee Life, Optional Spousal Life and Optional Child Life;
 - e) Basic Employee Accidental Death and Dismemberment, Spousal Accidental Death and Dismemberment, and Optional Child Accidental Death and Dismemberment;
 - f) Short-term disability;
 - g) Long-term disability;
 - h) Optional Employee Critical Illness, Optional Spousal Critical Illness and Optional Child Critical Illness;
 - i) Health Spending Account; and
 - 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. However, upon formal written request from a Pilot or Association representative, the Company shall investigate the concerns of the Pilot with the insurance carrier(s) and follow-up with the Pilot or Association representative. Pilot consent may be required depending on the nature of the inquiry.
- 20-1.04. The Company shall pay the premium or cost, as applicable, for the standard coverage options, as applicable, for the following benefits:

- a) Extended Health Care (Option C);
- b) Prescription Drugs (Option C);
- c) Primary Health (Out of Country/Out of Province Emergency Travel Medical);
- d) Basic Dental (Option B);
- e) Vision (Option B);
- f) Basic Employee Life (1x base salary);
- g) Basic Accidental Death and Dismemberment (1x base salary); and
- h) Short-Term Disability (75% taxable).

20-1.05. The Company shall continue to make available additional options for a Pilot to acquire, should they so choose, the following benefits: Supplemental Employee Life, Optional Life, Prescription Drugs, Extended Health Care, Vision, Basic Dental, Major Dental & Child Orthodontics, Supplemental and Optional Accidental Death and Dismemberment and Optional Critical Illness. Pilots shall be responsible to cover any additional cost for benefit options they select, other than the standard coverage options outlined in Section 20-1.04 above.

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

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

- a) Primary Health including Ambulance Transportation, Out of Country/Out of Province coverage and Emergency Travel Assistance;
- b) Basic Employee Life;
- c) Basic Accidental Death and Dismemberment;
- d) Short-Term Disability; and
- e) Long-Term Disability.

20-1.08. Pilots are eligible for all benefits immediately upon DOH, subject to applicable elimination periods.

20-1.09. The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) or underwriter(s) at any time, so long as there is no decrease to the benefits as outlined in this Section. If

the Company exercises its right to change the insurer, the Company shall notify the Association of its intent prior to the change.

- 20-1.10. The Company shall provide the Association with forty-five (45) 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 data received from the plan administrator substantiating the premium increase for Pilots.
- 20-1.11. A Company representative and the Association Benefits representative shall meet bi-annually, or as otherwise mutually agreed to proactively review the following:
- a) The incidence and duration of Pilot disability claims,
 - b) The status of select files (to the extent allowable under confidentiality restrictions),
 - c) To assess available options toward the most effective return-to-work plan.

Note: Effective for the Benefits Plan year commencing in August 2025, the following shall apply to the following Extended Health coverage:

- a) Psychologist Option D maximum coverage amount shall be increased from \$2,500 to \$3,000/year.
- b) Paramedical Services maximum coverage amounts shall be increased as follows:
 - i. Option C shall be increased from \$750 to \$1,000/year combined maximum; and
 - ii. Option D shall be increased from \$1,000 to \$1,500/year combined maximum.
- c) Optional Member Life coverage shall increase from a \$1,000,000 benefit maximum to a \$2,000,000 benefit maximum, combined with Basic Member Life.

Note: The Company shall provide the Association a copy of the Group Plan within sixty (60) Calendar Days of ratification of the Agreement.

SECTION TWENTY-ONE - NEW EQUIPMENT/TYPE

21-1 GENERAL

- 21-1.01. In the event Equipment/Type not covered by this Agreement is to be introduced by the Company, the Company shall provide written notice to the Association no less than two hundred and seventy (270) Calendar Days prior to the date upon which the Equipment/Type is expected to enter service.
- 21-1.02. The application of rates of pay and working conditions for this Equipment/Type shall 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 thirty (30) 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. If submitted to arbitration by either Party, the arbitration of this matter shall be heard on an expedited basis utilizing the arbitration process in accordance with [SECTION 27 - ARBITRATION](#). To fulfil the intent of this paragraph the Parties shall prioritize consideration of disputes under this Section by rescheduling less urgent matters.
- 21-1.06. At arbitration, the Parties shall request a summary decision to be delivered within thirty (30) Calendar Days from the conclusion of the arbitration.
- 21-1.07. No Vacancies/PSB shall be posted for the new Equipment/Type until all pay rates associated with the new Equipment/Type have been established. The Company may establish rates of pay and working conditions for affected Pilots flying such aircraft and may operate the Equipment/Type 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 shall be retroactive to the date the Equipment/Type entered service.

- 21-1.08. In the event the Company intends to introduce a new Equipment/Type into service prior to the two hundred and seventy (270) Calendar Days in accordance with Section 21-1.01 above, the timelines as detailed in this [Section 21 – New Equipment/Type](#) may be amended by mutual agreement of the Company and the Association.

SECTION TWENTY- TWO – MISSING AND INTERNMENT

22-1 DEATH BENEFIT

22-1.01. Any Pilot, while engaged in the Company's operations (to include any time spent on layover away from a Pilot's base), is killed as a result of war, terrorism, while interned, a prisoner or hostage, the Company shall 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) The Pilot's death is established in fact, or their death is deemed by a competent court of appropriate jurisdiction;
- b) Coverage is excluded or denied by the insurer(s) under any applicable life insurance policy provided under this Agreement as a result of war or terrorism, while interned, a prisoner, or hostage;
- c) The Death Benefit shall only be payable upon exclusion or denial of coverage as set out in paragraph b) 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;
- d) 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;
- e) 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.

22-2 MISSING

22-2.01. Any Pilot who, while engaged in the Company's operations (to include any time spent on a layover away from a Pilot's Home Base) is reported missing shall be entitled to the continuance of all compensation, benefits, Seniority, Length of Service and applicable travel privileges under this Agreement or any applicable Company policy until the earlier of the time that:

- a) they are determined to be fit for Duty,
- b) their death is established in fact in accordance with Section 22-1.01 a) above; or,
- c) their death is deemed by a competent court of appropriate jurisdiction in accordance with Section 22-1.01 a) above; or,
- d) twenty-four (24) months following the date they went missing.

22-3 INTERNEMENT/HOSTAGE/PRISONER OF WAR

22-3.01. 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, prevented from leaving a foreign country or jurisdiction by a government agency, held as a hostage, or as a prisoner of war or terrorism, shall be entitled to the continuance of all compensation, benefits, Seniority, and applicable travel privileges under this Agreement or any applicable Company policy, until the earlier of the time that:

- a) they are determined to be fit for Duty,
- b) their death is established in fact in accordance with Section 22-1.01 a) above, or,
- c) their death is deemed by a competent court of appropriate jurisdiction in accordance with Section 22-1.01 a) above.

22-3.02. Any Pilot who is subject to the conditions in Section 22-2.01 or Section 22-3.01 above shall be entitled to all compensation and benefits continuation applicable to an Active Pilot. Pay shall be the applicable monthly pay guarantee.

22-4 DISBURSEMENT OF PAYMENTS

- 22-4.01. 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 written directions from each Pilot using the form set out in [Section 22-7 - \(Designation Of Beneficiary Letter\)](#).
- 22-4.02. Should a Pilot not have completed the Designation of Beneficiary Letter in this Section, any compensation 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 Section 22-2.01 noted above if applicable, all monies including any interest earned shall be paid to the legal representative of their estate subject to all applicable law.
- 22-4.03. 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.

22-5 RETURN TO SERVICE

- 22-5.01. Pilots shall maintain and continue to accrue Seniority and Length of Service for all purposes, during any period applicable in accordance with Section 22-2.01 and Section 22-3.01 above. A Pilot's return shall be governed as if they had been on a Leave of Absence in accordance with [SECTION 18 - LEAVES OF ABSENCE](#).

22-6 WITHHOLDING OF BENEFITS

- 22-6.01. The Death Benefit, compensation, benefits, Seniority, Length of Service and applicable travel privileges provided for in this Section shall not apply to any Pilot whose willful misconduct or gross negligence caused them to

be killed, missing, interned, captured, held as a hostage or as a prisoner of war or terrorism, and results in their unavailability for Duty.

- 22-6.02. Should the Company decide not to provide the Death Benefit, compensation, benefits, Seniority, Length of Service and applicable travel privileges under this Section to a Pilot, the Company shall provide the reason(s) for its decision to the Association. The Association may refer the matter to expedited arbitration.
- 22-6.03. 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 killed, reported missing, interned, captured, or held as a hostage or as a prisoner of war or terrorism.

22-7 DESIGNATION OF BENEFICIARY

To: WestJet Encore Ltd.

DATE:

You are hereby directed to pay all monthly pay allowable to me, 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 Westjet Encore Ltd. pursuant to this direction shall fully release Westjet Encore Ltd. 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 Westjet Encore Ltd., 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 a Home Base and is required to move to a different Home Base;
- b) To a Pilot who is displaced and is unable to hold their current Position in their current Home Base and is required to move to maintain Rank. Should the Pilot be unable to return to their previous Rank and Home Base via PSB within one (1) year of the Reporting Date of the displacement. A Pilot displaced in accordance with Section 23-1.01 (b) shall be required to continually bid with the highest preference for a return to their previous Rank and Home Base in each PSB for Reporting Dates up to and including one (1) year following the displacement. Pilots entitled to relocation assistance under Section 23-1.01 (b) shall only be eligible for a lump sum payment of twelve thousand and five hundred (\$12,500) dollars (less than any applicable withholdings) in lieu of the relocation services described below;
- c) When the Company closes a Home Base, and the Pilot has the Seniority to displace to a different Home Base;
- d) To a Pilot who has been recalled from layoff and Awarded a Position in accordance with [SECTION 14-2 - RECALL TO WORK](#) in a Home Base other than the Home Base that they held at the time of the layoff. A Pilot recalled in accordance with Section 23-1.01 d) shall be required to continually bid with the highest preference for a return to their previous Home Base in each PSB for reporting dates up to and including one (1) year following the recall. Pilots entitled to relocation assistance under Section 23-1.01 d) shall only be eligible for a lump sum payment of twelve thousand and five hundred (\$12,500) dollars (less than any applicable withholdings) in lieu of the relocation services described below.
- e) To a Pilot who has been recalled from layoff and Assigned in accordance with [SECTION 14-3 - MANDATORY RECALL](#) to a

Position in a Home Base other than the Home Base that they held at the time of the layoff.

- 23-1.02. In instances where two (2) members of the same household are Pilots for the Company, both Pilots shall be eligible for time off as detailed in Section 23-6.01 below.

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 Designated Primary Residence to the Pilot's new Home Base provided all the following conditions are met:

- a) The relocation is from a Designated Primary Residence located outside a one hundred and sixty (160) km radius of the new Home Base;
- b) The relocation is to a Designated Primary Residence located inside a one hundred and sixty (160) km radius of the new Home Base (relocation radius);
- c) The distance from the previous Designated Primary Residence to the new Designated Primary Residence is at least 80 km; and,
- d) The Pilot relocates their Designated Primary Residence no more than twelve (12) months after their start of Duty at the new Home Base.

- 23-2.02. A Pilot who meets the criteria outlined in Section 23-1.01 and Section 23-2.01 above who requests relocation at Company expense shall submit a written request to their MLO, or designate. Pilots who request relocation at Company expense and meet the above criteria shall be provided with written approval for relocation services as outlined below.

23-3 RELOCATION SERVICES

- 23-3.01. The Company shall provide the services of a relocation provider in accordance with 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.

- 23-3.02. Upon receiving eligibility approval in accordance with Section 23-2.02 above, the Pilot shall be provided with the name and contact information of a relocation counselor specifically assigned to the Pilot for the full duration of the relocation.

23-4 RELOCATION ASSISTANCE

- 23-4.01. The Company shall pay reasonable and customary costs associated with the selling of a Pilot's principal residence and/or purchase of a new principal residence including commission fees on the sale price of the home, land transfer tax on the purchase price of a home, legal and notary fees, mortgage fees, home inspections and other closing costs. The maximum of all associated relocation costs shall not exceed a total of forty thousand (\$40,000) dollars for relocation costs, and up to twelve thousand and five hundred (\$12,500) dollars for land transfer tax.
- 23-4.02. Eligible relocation expenses shall be reimbursed only if the Pilot submits a detailed receipt for each applicable item to the relocation counselor. Expenses must be submitted within six (6) months of the relocation.
- 23-4.03. If a Pilot rents a Designated Primary Residence, the fees paid because of early termination of the lease on the Pilot's 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.
- 23-4.04. The Company shall cover the expense(s) of relocating up to two (2) street legal vehicles that are either moved, shipped or driven. If a vehicle is driven for relocation purposes, the Pilot shall be reimbursed in accordance the *Canadian Revenue Agency* approved mileage rate.
- 23-4.05. The Company shall pay to move up to fifteen thousand 15,000 pounds of the Pilot's household goods. The household move shall include packing, shipping and storage of goods to a maximum of sixty (60) Calendar Days. Only relocations to and from Canadian residences shall be covered. For clarity, the weight of any relocated vehicles as outlined in Section 23-4.04 above shall not be included in the household goods maximum weight amount.

23-5 RELOCATION TRAVEL & EXPENSES

23-5.01. The Company shall provide house hunting trip(s) and reimburse reasonable costs as follows:

- a) The Company shall provide up to two (2) positive space Company round trip flights for the purposes of house hunting when booked through Company Business Travel including one (1) trip for the Pilot and spouse, and a second trip for the Pilot spouse and dependents if applicable;
- b) The Company shall reimburse reasonable costs in Section 23-5.01 a) above to the new location. Such costs shall include meals per the *Corporate Expense Policy*, transportation, car rental, as applicable, and hotel up to a maximum of five (5) Calendar Days; and
- c) The house hunting trip(s) must be completed on the Pilots Days Off and shall not be blocked or paid time.

23-5.02. The Company shall provide positive space travel and reimburse reasonable costs for the relocation as follows:

- a) Positive space travel for the Pilot, spouse, and dependents for travel to the Pilot's eligible new Designated Primary Residence shall be requested through the Pilot's MLO; and
- b) Transportation, meals (in accordance with the *Corporate Expense Policy*), car rental and hotel up to a maximum of five (5) Calendar Days.

23-5.03. Notwithstanding Section 23-5.02 (b) above, a Pilot may request, and the Company shall reimburse reasonable costs of a Pilot's temporary accommodation at the new location or existing Home Base for up to a maximum thirty (30) Calendar Days while awaiting the possession date of the new home or delivery of their household goods. The cost of these accommodations during the maximum thirty (30) Calendar Days shall be included in the maximum relocation costs as outlined in Section 23-4.01 above.

23-6 TIME OFF FOR RELOCATION

- 23-6.01. Pilots who are eligible for relocation assistance or opt to receive the lump sum payment in Section 23-1.01 b) and d) above shall receive eight (8) guaranteed consecutive Days Off. Of the eight (8) guaranteed consecutive Days Off, five (5) shall be credited four (4.0) Credit Hours. However, at the Pilots request the eight (8) Guaranteed Days Off may be split into two (2) separate blocks.
- 23-6.02. A Pilot must submit their request for the above leave to their MLO or designate, at least seventy-two (72) hours prior to the close of bidding for the Monthly Scheduling Period the Pilot is requesting the leave. Any time off for relocation requests for approval in excess of five (5) Captains and five (5) First Officers in any Monthly Scheduling Period at one Home Base shall be subject to operational requirements.
- 23-6.03. If a request is made after the deadline above, the request shall be granted at the discretion of the Company at another mutually agreeable time or broken down and taken in two (2) separate blocks.
- 23-6.04. Picking up extra flying during these Days Off shall not be allowed or offered.

23-7 PROOF OF RELOCATION DOCUMENTATION

- 23-7.01. Pilots shall be required to provide proof of relocation. Such proof shall be limited to lease or real estate documents, as applicable, or a notarized affidavit.
- 23-7.02. In the event a Pilot is eligible for relocation assistance in accordance with Section 23-1.01 b) and d) above and is requesting a lump sum payment in lieu of relocation services, the Pilot shall provide proof of relocation in accordance with Section 23-7.01 above to their MLO. Upon verification of proof of relocation, the lump sum payment shall be issued to the Pilot.

23-8 CLAW-BACK OF COMPANY PAID RELOCATION

- 23-8.01. The cost of a Company paid relocation for a Pilot shall be amortized over a period of twelve (12) calendar months. Any Pilot who has received

relocation at Company expense and who voluntarily leaves the employment of the Company within the twelve (12) calendar 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) shall 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 in accordance with Section 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.
- 24-2.03. The Pilot shall be notified in writing of the reason(s) for being held out of service with a copy forwarded to the Association.

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 AND INCIDENT SCENARIO TRAINING EVENTS

24-4.01. The Company shall advise the CASC Chair of any simulations or exercises undertaken as part of any emergency response training involving Company Flight Operations. Upon request of the CASC Chair, Association representatives may be permitted to participate.

24-5 ACCIDENT INVESTIGATION PARTICIPATION

24-5.01. 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 Chair to participate in the aircraft accident investigation if invited to participate through the party process of any investigative body with jurisdiction.

24-5.02. 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 with pay. Should a Pilot be required to travel, the Company shall provide positive space travel at no cost to the Pilot.

24-6 AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES

- 24-6.01. 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.
- 24-6.02. 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 shall 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.
- 24-6.03. 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 shall 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.
- 24-6.04. Unless required by law or regulation, no additional recording devices that capture identified data for flight safety or maintenance purposes shall be installed without the mutual agreement of the Association and the Company.
- 24-6.05. 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.

- 24-6.06. 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 Pilot(s) concerned;
 - b) Incident or accident investigators from the investigative body with jurisdiction; and,
 - c) Association and Company representatives comprising the investigating team.
- 24-6.07. 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.
- 24-6.08. 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 their Representative(s).

24-7 FLIGHT DATA MONITORING (FDM) COMMITTEE

- 24-7.01. There shall be a joint FDM Committee which shall manage the FDM program and report to the Director, Flight Operations. It shall be composed of Company and Association representatives reflective of fleet Types being operated. The Association Committee member(s) shall be appointed by the MEC Chair.
- 24-7.02. 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 shall 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.
- 24-7.03. 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 shall not be introduced without mutual agreement of the Company and the Association.

- 24-7.04. The FDM Committee shall meet at least on a quarterly basis in order to oversee operations of the FDM Program.
- 24-7.05. In addition to the Company paid AFR in accordance with [SECTION 33 - ASSOCIATION FLIGHT RELEASE](#) the Company shall provide Company paid AFR for Association FDM committee members, to a combined total of six (6) Days per Monthly Scheduling Period, to attend FDM committee meetings and gatekeeper activities, subject to operational requirements. Requests for an additional Day(s) for gatekeeper activities may be submitted to the Chief Pilot for approval.
- 24-7.06. Unless approved by the Chief Pilot, Flight Data Monitoring Committee members shall not drop or move scheduled administrative Days to accommodate pick up of open time Assignments or trip trades unless required to facilitate currency requirements.

24-8 IHR DATA SHARING

- 24-8.01. Pilots are encouraged to file Safety and Fatigue Incident Hazard Reports (IHR) to allow the Company to track and investigate reported issues. The Company may share such Safety and Fatigue IHR reports with the Association unless the Pilot objects to their report being shared.
- 24-8.02. Where a Pilot has specified that their IHR be treated confidentially, the Company shall take steps to de-identify the information which could be reasonably used to identify the reporting Pilot. The de-identified report shall be shared with the Association.
- 24-8.03. Where it is not possible for the Company to sufficiently redact the personal and identifying information contained in the IHR such IHR shall be withheld by the Company.

SECTION TWENTY-FIVE – DISCIPLINE/DISMISSAL

25-1 JUST CAUSE

- 25-1.01. A Pilot who has completed their probationary period shall 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 compensation, 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 shall advise the Pilot and the Association in writing of the reason for the Company's decision to hold the Pilot out of service. A Pilot shall not be required to operate a flight or participate in a Training or Checking Event upon being notified that they are being held out of service pending investigation. The Company shall return the Pilot to their Home Base or Domicile at the Pilot's request.
- 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.
- 25-2.05. Once the Pilot is eligible to return to service, the Company shall return the Pilot to service in accordance with [SECTION 6-5 - RETURN TO DUTY](#).

25-3 NOTIFICATION OF ALLEGATIONS AND THE RIGHT TO ASSOCIATION REPRESENTATION

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 them. The Company shall also provide the Pilot under investigation with written notice, with a copy to the Association, which clearly states the investigative meeting in question may result in a discipline or dismissal and the Pilot has the right to be accompanied to the meeting by an Association representative.

25-4 INVESTIGATIVE MEETINGS

25-4.01. Any investigative meeting or hearing shall be held at the Pilot's Home Base unless the Company determines that circumstances warrant a different location or video conference. If required to attend an in person meeting away from the Pilot's Home Base, the Company shall provide positive space travel between the Pilot's Home Base or Domicile and the meeting location at the Pilot's request.

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 shall consider in good faith any reasonable request by the Association for an extension to obtain one. Any Association request for an extension shall 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 be compensated in accordance with [SECTION 4-18 - MEETING PAY](#).

25-5 FINDINGS

- 25-5.01. Once the investigation is complete, the Company shall 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 shall be 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 shall 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. The Association reserves the right to file a Grievance in accordance with [SECTION 26 – GRIEVANCES](#) on behalf of a Pilot who has been disciplined or dismissed.

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 their MLO or designate, who shall make every effort to promptly resolve the informal dispute, including a written response, within fourteen (14) Calendar Days. If no response is received within fourteen (14) Calendar Days, the Association may proceed with filing a Grievance with regard to the complaint.
- 26-1.04. The Company shall not be required to consider any Grievance which has not been filed within forty-five (45) Calendar Days after the Pilot(s) became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute. This time limit may be extended upon mutual agreement between the Parties and shall not be unreasonably denied.
- 26-1.05. The Association may file a Grievance on behalf of a Pilot ("Individual Grievance") or a group of Pilots dealing with the same issue ("Group Grievance"), and 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 or a group of Pilots) 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. Grievance(s) submitted by 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 Chair 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, the People Relations designate, or the MEC Chair 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, shall not be subject to any discrimination, reprisal, or the threat thereof for participation in the Grievance process set out in this Section.

26-2 GRIEVANCE PROCEDURE

If a Grievance is not submitted to the next step by the Association within the prescribed time-limits, the Grievance shall 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 shall 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:

The Association shall submit Individual Grievance(s) or Group Grievance(s) in writing to the Chief Pilot or designate and People Relations designate. The MLO 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 Grievance is initiated at STEP TWO or the decision of the MLO and/or designated People Relations representative is not acceptable to the Association or is not rendered within fourteen (14) Calendar Days of the hearing, then the Grievance may be submitted in writing to the Director, 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 Director, 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 their decision in writing no later than fourteen (14) 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 Director, Flight Operations, or designate, and the Director, 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 be compensated in accordance with [SECTION 4-18 - MEETING PAY](#).
- 26-4.02. All meetings shall be held via video conference, unless otherwise agreed to by the Company and the Association.
- 26-4.03. Notwithstanding Section 26-4.02 above, the Parties shall meet in person at the Company head office on a quarterly basis to review outstanding grievances, unless the Parties mutually agree that the meeting is not necessary for that month.

26-5 GRIEVANCE SETTLEMENTS

- 26-5.01. Grievance settlements shall include the timeline for any monetary disbursements.

SECTION TWENTY- SEVEN- ARBITRATION

27-1 ARBITRATION PROCESS

- 27-1.01. Pursuant to [SECTION 26-2.03 \(STEP THREE\) - GRIEVANCES](#) of this Agreement, when a notice of intent to proceed to arbitration is issued, the parties shall jointly select an arbitrator within fourteen (14) Calendar 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 shall 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 shall 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](#), the dismissal of a Pilot, or arbitration submitted in accordance with SECTION 21-1.04 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. To fulfil the intent of this paragraph the Parties shall prioritize arbitrator availability and consider substituting and rescheduling less urgent cases. The provisions of [Section 27-2 – Arbitrator's Jurisdiction](#) to [Section 27-5 – Arbitrator's Decision](#) below shall 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 the 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) and Position List. The PSL and Position List shall be published at a minimum, quarterly (Jan 1, Apr 1, Jul 1, Oct 1) with a copy to the Association. The PSL and Position list shall be made available on the EFB.
- 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 current Seniority of each Pilot by Seniority number, name, Rank, Home Base, Equipment/Type, and date of hire (DOH) as a Pilot at 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) Calendar Days following publication of the PSL to contest, in writing to the Chief Pilot or designate, any alleged error or omission related to them. If a Pilot is on leave at the time the PSL is published, they shall have thirty (30) Calendar Days from their return to work to contest.
- 28-2.02. The Chief Pilot or designate shall issue their decision in writing to the Pilot within fifteen (15) Calendar Days of the receipt of the contest. The MEC Chair shall 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 Section 28-2.01 above. The timelines for filing a Grievance shall 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. Pilots on the Pilot Seniority List (PSL) shall include:

- a) A Pilot who is in the bargaining unit as defined in [SECTION 3-1 - ASSOCIATION RECOGNITION](#); and,
- b) A Management Pilot as defined in [SECTION 16 - MANAGEMENT PILOTS](#).

28-3.02. 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 shall conduct the lottery draw.

28-4 APPLICATION OF SENIORITY

28-4.01. 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, Home Base transfers, changes in Equipment/Type, reduction, involuntary transfer, layoff, bumping, and recall.

28-5 LOSS OF SENIORITY STANDING

28-5.01. A Pilot shall forfeit their Seniority standing only in the following circumstances when:

- a) They are dismissed, resign or retire;
- 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](#); or

- 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 Company shall inform the Pilot, in writing, of the reason(s) for the dismissal with a copy to the Association. 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.
- 30-1.02. To the extent permissible under the Income Tax Act, Association dues shall be deducted from a Pilot's income for each pay cheque prior to income tax being assessed.

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) Calendar 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 Section 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 them 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 shall 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 shall 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. When a Pilot becomes aware of their inability to report for Duty, the Pilot shall contact Crew Scheduling as soon as possible to notify them of the condition that is causing the anticipated delay in their commute. In the case of a missed Report Time, the following process shall apply:

- a) The Pilot shall be considered a “No Show” for that Assignment. The Assignment shall be removed and the Credit, if applicable, for that Assignment shall be deducted from the Pilot's MMG;
- b) The Pilot may, at the Company's discretion,
 - i. Be Assigned an Assignment and/or RTD reserve Days in accordance with [SECTION 6-4 - REASSIGNMENT](#); or
 - ii. In the case of a Pilot absent for a reserve Assignment, be placed back on their original Reserve Block.
- c) Notwithstanding the above, Crew Scheduling, may, at their discretion:
 - i. Delay the departure of the scheduled Assignment; or
 - ii. Deadhead the Pilot to meet up with the remainder of their Assignment.

In either case, the Pilot shall report for the Reassignment as soon as practicable;

- d) In circumstances where the Pilot is required to continue to commute to their Home Base as outlined in b) or c) above, the Pilot shall be responsible to use any reasonable means for a timely arrival at their Home Base, or the location where the Duty is scheduled to commence, (e.g., off-line travel, driving, train, ferry, etc.) and shall keep Crew Scheduling informed as to their expected arrival time. The Pilot and Crew Scheduling may mutually agree to an alternative location to which the Pilot shall report;
- e) A Pilot shall contact Crew Scheduling upon arrival at their Home Base or location where the Duty is scheduled to commence.

31-2 COMMUTER HOTELS

31-2.01. The Company shall supply a Pilot with a hotel room at their Home Base upon request, under the following circumstances:

- a) To new hire Pilots on their initial training course, if eligible in accordance with [SECTION 8-4 – HOTELS AND TRANSPORTATION FOR NEW HIRE TRAINING](#); or
- b) In the event a commuting Pilot's Assignment is involuntarily delayed greater than two (2) hours and as a result the Pilot is unable to travel on the last daily scheduled flight to their Domicile, the Company shall provide Suitable Accommodation at the Pilot's request, subject to availability; or
- c) If, at any point after the original Report Time on Day one (1) of an Assignment and prior to the Release Time on the last Day of an Assignment, an Assignment is modified by the Company in such a way that the Pilot has an unscheduled overnight in their Home Base, and the Pilot has an Assignment the next Day; or
- d) To a Pilot who started their commute to their assigned Home Base prior to being notified of a flight cancellation the Company shall provide Suitable Accommodation and ground transportation in accordance with [SECTION 8 – HOTELS AND TRANSPORTATION](#) at their Home Base, upon request by the Pilot. Suitable Accommodation shall be provided only for the originally scheduled overnights unless the Pilot is released from the Pairing; or
- e) To a Pilot who picks up an OTP in accordance with SECTION 6-9.09.

Note: Effective no later than three (3) full Monthly Scheduling Periods following the ratification date of this Agreement.

31-2.02 A Pilot who cancels a hotel in accordance with [SECTION 8-7 – HOTEL CANCELLATION](#) shall be entitled to the cancellation payment outlined in SECTION 8-7.04.

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*.
- 32-1.02. At no time shall Pilots receive lesser travel privileges than any other employee group pursuant to the Company's *Travel Privileges Policy*.

32-2 JUMPSEAT ACCESS

- 32-2.01. A Captain has the final authority to authorize use of the Flight Deck Jumpseat in accordance with the Canadian Aviation Regulations (CARS) and in accordance with the Flight Operations Manual (FOM).
- 32-2.02. Company Pilots shall have access to the Flight Deck Jumpseat Seat in accordance with the Flight Operations Manual, CARS and all applicable security requirements or regulations.
- 32-2.03. Active Pilots in uniform shall be afforded first standby access in accordance with Section 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 shall 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 Section 33-3.02 below, the Association shall 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 the Minimum Duty Period Credit (MDPC).
- 33-1.05. The Association may also submit Association Day Off (ADO) for time spent performing Association business in relation to the Company. ADOs shall be unpaid, and have no Credit attached, and shall not exceed three (3) Days in any Monthly Scheduling Period per Pilot.

33-2 REQUEST FOR TIME OFF PROCESS

- 33-2.01. The MEC Chair or their designate shall submit requests via email for AFR and ADOs to the Chief Pilot and Manager, Crew Planning or their designate.
- 33-2.02. By July 31 of the year prior, the Association shall provide the Crew Planning department the forecasted number of flight release hours or Days per month broken down by Base, Rank, and Equipment/Type for the purposes of Company manpower planning.
- 33-2.03. Subsequent to the process in Section 33-2.02 above, the Association shall provide Crew Planning with updated guidance on any known AFRs and

ADOs 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 shall provide Crew Planning with the Pilot name, Position, dates and general reason(s) for the release requests. The Association may send updates to the Manager, Crew Planning or their designate until the 5th Calendar Day of the month prior to published schedules (e.g., on October 5th for November schedules). The Company shall assess its staffing needs for the Day(s) requested and if the Company has sufficient staffing for the requested Day(s), it shall approve the time off and place the appropriate code on each Pilot's Days of Association business.

33-2.04. The Company shall not unreasonably deny AFR; however, Pilots in training shall not be released for AFR or ADOs. The Company also acknowledges that the process described in Section 33-2.02 and Section 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 or ADOs according to this Section shall be treated as an Active Pilot and shall continue to retain and accrue Seniority, Length of Service, benefits in accordance with [SECTION 20 - BENEFITS](#), vacation, sick leave, and variable compensation in accordance with [SECTION 9 - VARIABLE COMPENSATION](#). The Pilot shall have travel privileges in accordance with the Company *Travel Privileges Policy* and jumpseat access in accordance with [SECTION 32 - TRAVEL PRIVILEGES AND JUMPSEAT ACCESS](#).

33-3 ALLOTMENT OF AFR

33-3.01. The Association's MEC (MEC Chair, MEC Vice-Chair and MEC Secretary Treasurer) shall be allotted a combined total of seven hundred and fifty (750) Company paid hours annually as of January 1st of each year. Any flight release in excess of seven hundred and fifty (750) shall be reimbursed to the Company in accordance with [Section 33-7 - Reimbursement to the Company](#) below.

33-3.02. In addition to the AFR granted in accordance with Section 33-3.01 above, the Company shall allocate a bank of one thousand eight hundred (1,800) Company paid hours on January 1 of each year. Any flight release in excess of one thousand eight hundred (1,800) hours shall be reimbursed to the

Company in accordance with [Section 33-7 – Reimbursement to the Company](#) 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.

- 33-3.03. Any Pilot on full-time AFR (MMG) release in accordance with this Section may pick up flying during a Monthly Scheduling Period at their straight time Hourly Base Rate in accordance with the [SECTION 6-9 - OPEN TIME ASSIGNMENTS](#).

Note: Increased Company paid AFR hours for 2024 shall be topped up for the difference of 2023 allotments upon ratification of this Agreement.

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

- 33-4.01. Subject to [Section 33-1 – General](#) and [Section 33-5 – Association Initiated Movement of AFR Day](#), 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, ratification and implementation. At the Association’s discretion this period may start up to six (6) months prior to the end of this Agreement and shall terminate four (4) months following the ratification of a collective agreement. The MEC Chair or their designate shall notify 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 above.
- 33-4.02. The up to three (3) Pilots identified in Section 33-4.01 above shall be compensated at the MMG per Monthly Scheduling Period. The Association shall reimburse the Company in accordance with Section 33-4.03 below.
- 33-4.03. The Company shall be reimbursed by the Association at fifty percent (50%) in accordance with [Section 33-7 – Reimbursement to the Company](#) below for Pilots paid in accordance with Section 33-4.02 above.
- 33-4.04. Any Pilot on AFR in accordance with this Section may pick up flying during a month at their straight time Hourly Base Rate in accordance with [SECTION 6-9 –OPEN TIME ASSIGNMENTS](#).

33-4.05. Any flying picked up in accordance with Section 33-4.04 above shall contribute to the Pilot's total monthly Credit as outlined in Section 33-4.03 above.

33-5 ASSOCIATION INITIATED MOVEMENT OF AFR DAY

33-5.01. The MEC may request that the Chief Pilot or designate move a previously approved AFR day to facilitate currency requirements as outlined in Section 33-1.03 above. Such requests shall be made a minimum of seventy-two (72) hours in advance and shall 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 shall 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-two percent (22%) 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 in accordance with the *Non-Revenue Business Travel Policy* if the

Company or WestJet, An Alberta Partnership has scheduled service between the two (2) cities the Association representative is travelling between.

- 33-8.02. When an Association representative is travelling for a scheduled meeting with the Company or on Association business in relation to the Company, they shall be eligible to use standby travel privileges in accordance with Company *Travel Privileges Policy*.

33-9 AFR FOR CANADA BOARD/ALPA INTERNATIONAL BOARD ELECTED OFFICIALS

- 33-9.01. The Company shall provide the following release for a combined maximum of two (2) Pilots at any given time serving on the ALPA Canada Board or serving on the ALPA International Board. Such Pilots shall be allotted full AFR for each Monthly Scheduling Period they are in office.
- 33-9.02. The Pilots referenced in Section 33-9.01 above shall be compensated up to one hundred and five (105) Credit Hours per Monthly Scheduling Period specified by the Association for the duration of their service in their ALPA Canada Board or ALPA International Board position.
- 33-9.03. The Association shall reimburse the Company for any Pilots referenced in Section 33-9.02 above AFR and associated benefits in accordance with [Section 33-7 – Reimbursement to the Company](#), above.
- 33-9.04. A Pilot on ALPA Canada Board or ALPA International Board AFR in accordance with this Section may pick up flying during a month at straight time rates in accordance with [SECTION 5 – SCHEDULING RULES](#).
- 33-9.05. Any flying picked up in accordance with Section 33-9.04 above shall contribute to the Pilot's total monthly Credit as outlined in Section 33-9.02 above.
- 33-9.06. A Pilot on ALPA Canada Board or ALPA International Board AFR shall accrue the items listed in Section 33-2.05 above and shall use the travel privileges in accordance with Section 33-8.02.

33-9.07. A Pilot on ALPA Canada Board or ALPA International Board AFR shall maintain currency in accordance with Section 33-1.03, above.

SECTION THIRTY-FOUR - DEADHEADING (FLIGHT POSITIONING)

34-1 GENERAL

- 34-1.01. Section 34 shall apply to Deadheading to or from a Training Assignment or Deadheads that are part of a Pairing.
- 34-1.02. Except in the case of Section 34-1.03 below, Pilots shall 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 Pairing where the Deadhead is their only scheduled activity that Duty Period (e.g. the Pilot is not scheduled to operate any other flights that Duty Period);
 - c) The Pilot is Deadheading on a third-party carrier;
 - d) The Pilot is Deadheading due to removal and/or release from a Pairing for any reason;
 - e) The Pilot is Deadheading to or from other Non-Flying Activities;
 - f) The Deadhead is the final activity of the Duty Period; or
 - g) The Deadhead exceeds the maximum Flight Duty Period.
- 34-1.04. Under Section 34-1.03 a) above a Pilot must pack and have access to their headset, EFB and license in the event of activation.
- 34-1.05. A Pilot shall not be planned to Deadhead between 01:00 – 04:00 at the location which a Pilot is acclimatized without their consent if another Westjet or Westjet Encore Ltd. flight exists on that city-pair on the required Day of travel unless it is the final activity of a Training Assignment outside of Canada or Pairing and the Deadhead is back to their Home Base or Domicile.
- 34-1.06. A Pilot shall not be required to Deadhead on an aircraft operated with less than two (2) pilots.

34-2 SEATS FOR DEADHEADING

- 34-2.01. A window or aisle seat shall be assigned for any scheduled Deadhead on a Company or Westjet operated flight as soon as practicable after the release of the final monthly schedules, subject to seat availability at time of booking. Booking details shall be provided to the Pilot as soon as practicable.
- 34-2.02. For Deadhead flights of a planned six-hour thirty-minute (6:30) duration (Out Event to In Event) or longer, the Company shall provide the highest available pre-reserved seat selection as outlined below no later than three (3) Calendar Days prior to the departure of the originally scheduled Deadhead flight in the following order:
- a) Premium seat
 - i. Window/Aisle; then
 - ii. Middle.
 - b) Window or aisle seat in accordance with Section 34-2.01 above.
- 34-2.03. In the event the Company or Westjet rebrands the current class of the seats within the cabin the new classification shall be deemed to replace the classification as detailed below. Should the Company or Westjet remove the premium cabin, the Parties shall meet within ninety (90) Calendar Days for the purposes of reaching an agreement to align the concepts set out below.
- 34-2.04. Where no premium seat is available in accordance with Section 34-2.02 above, and a Pilot is required to Deadhead in an economy seat, the Pilot shall receive a stipend of three hundred dollars (\$300) in lieu of receiving a premium seat. If a Pilot self-selects a lower-class of seat, they shall not be eligible for such stipend.
- 34-2.05. Pilots shall be waitlisted to be upgraded to the premium or business cabin, with priority given to the highest class, on Company or Westjet operated flights. Upgrades shall be assigned in accordance with the internal cabin upgrade eligibility matrix (for positive space travel) at the PS6 priority code at the time of check-in cut-off.

- 34-2.06. Deadheading Pilots may board at any time during the passenger boarding process on Company or Westjet operated flights.
- 34-2.07. A Pilot shall not be required to Deadhead in the Flight Deck Jumpseat, flight attendant jumpseat, or supernumerary area without the Pilot's consent and the operating crew's agreement.

34-3 DEADHEADING USING LAND TRANSPORTATION

- 34-3.01. In situations where Deadheading is required using land transportation the Pilot shall be credited for the length of the Deadhead in accordance with [SECTION 4-10 - DEADHEAD PAY](#).
- 34-3.02. The minimum requirements for Deadheading using land transportation shall comply with [SECTION 8-10 - TRANSPORTATION TO/FROM ACCOMMODATION](#).
- 34-3.03. Deadheading by ground transportation shall not be planned to exceed two (2) hours unless mutually agreed between the Parties.

34-4 PILOT INITIATED 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 Designated Primary Residence.
- 34-4.03. Should a Pilot wish to modify their Deadhead, the following shall apply:
- a) Requests shall be made via the Deadhead change form found on the Pilots EFB no less than twelve (12) hours prior to original or modified Deadhead Flight;
 - i. In the event of an IROP, swap or reassignment in which it is not possible to submit the request via the EFB twelve (12) hours prior to departure, a Pilot shall submit the request directly with Crew Scheduling at least two (2)

hours prior to the planned departure of the desired flight.

- b) All changes shall be approved by Crew Scheduling, provided a confirmed seat in the economy cabin is available.
- c) Last Leg Deadheads may 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 and used for a Deadhead back to YVR upon Pairing completion in YYC);
- d) A Deadhead modification shall not increase the number of Days of the scheduled Assignment except in situations where the Pilot is requesting to Deadhead on a red-eye flight as the last Leg of a Pairing or Training Assignment. For clarity, a Pilot shall not be entitled for premium pay for working on a Day Off in circumstances where a Deadhead is requested on a red-eye flight;
- e) For a first Leg Deadhead modification, there must be a minimum of:
 - i. sixty (60) minutes between the scheduled arrival time of the requested Deadhead flight and the scheduled departure time of the first domestic operational flight of that Pairing; or
 - ii. seventy-five (75) minutes between the scheduled arrival time of the requested Deadhead flight and the scheduled departure time of the first transborder operational flight of that Pairing;
- f) For a last Leg Deadhead modification, there must be a minimum of:
 - i. forty-five (45) minutes between the scheduled arrival time of the last domestic flight of the Pairing and the scheduled departure time of the requested Deadhead flight; or
 - ii. sixty (60) minutes between the scheduled arrival time of the last transborder flight of the Pairing and the scheduled departure time of the requested Deadhead flight;
- g) In circumstances where the last Leg of a Pilot's Pairing ends with a Deadhead, the Pilot shall be able to exercise the CARs application to allow a modification of the last Leg Deadhead so

long as the Pilot's subsequent Duty Period is not impacted by application of the minimum rest limitation;

- h) Pilots may request a Deadhead modification following completion of training or other Non-Flying Activities to a maximum Duty Period of twenty (20) hours;
- i) Deadhead modifications may increase the number of Deadhead Legs from the original schedule by one (1) Leg;
- j) Once a Pairing has been modified and rebuilt to reflect the Deadhead change, no additional pay or Credit considerations are available to the Pilot should the requested Deadhead flight be delayed or cancelled. For clarity, a modified Deadhead flight itinerary that is delayed or cancelled shall not trigger premium pay should travel be required on a Day Off following a flight delay or cancellation unless the modification was solely adding an additional Leg and the originally Assigned Deadhead is delayed or cancelled requiring travel past 0159 on a Day Off to get to Home Base;
- k) Any extra expenses (e.g. hotels and ground transportation) incurred as a result of a Deadhead modification initiated by a Pilot shall be their responsibility;
- l) In the event that a modified Deadhead is cancelled, the Company shall reaccommodate the Pilot on the next available flight to the modified destination and;
- m) The provisions for premium seats outlined in Section 34-2.02 above shall not apply to Pilot initiated Deadhead modifications. However, the Pilot shall be wait listed for a seat upgrade in accordance with 34-2.05 above.

Note: 34-4.03. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

34-4.04. A Pilot may request to change their Deadhead to an earlier flight on the same routing via ACARS or phone call to Crew Scheduling no less than ninety (90) minutes prior to the departure of the earlier requested Deadhead flight. Such requests shall not be unreasonably denied, however may not be available at all times based on Crew Scheduling operational support workload. Pre-reserved seat selection as detailed in [Section 34-2 – Seats for Deadheading](#) above, shall not apply for earlier flight requests, however the Pilot shall be wait listed for a seat upgrade in

accordance with 34-2.02 above. There shall be no minimum connection time for a Deadhead using the same aircraft.

Note: 34-4.04. Effective no later than two (2) full Monthly Scheduling Periods following ratification.

34-4.05. In the event a confirmed seat in the economy cabin is not available in accordance with 34-4.04 above, the Company shall list the Pilot as standby with a 1C priority code on the requested flight.

Note: 34-4.05. Effective no later than two (2) full Monthly Scheduling Periods following ratification.

34-4.06. Once a Pairing/Assignment has been modified or rebuilt to reflect a Pilot-initiated Deadhead modification, the following shall apply:

- a) Credit for this Pairing shall be based on the modified Deadhead;
- b) The DPC RIG shall not be applied to any Duty Period extension(s) resulting from a Deadhead modification and the TAFB RIG shall not be applied to any Pairing extension(s) resulting from a Deadhead modification;
- c) If a Deadhead modification results in an increase in the Pairing Credit, the additional Pairing Credit shall be considered Monthly Scheduling Period Credit growth; and
- d) A Pilot who modifies a Deadhead which results in a decrease to the Pairing Credit shall not have their MMG reduced, however, the difference in Credit shall be removed from the month end calculations for additional straight time and/or overtime eligibility.

Note: 34-4.06 Effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement.

34-4.07. Premium pay eligible open time Assignments where a Deadhead is modified shall not be pay protected if modified. For clarity, if the Pilot operates a flight segment in the same Duty Period as the modified Deadhead the MDPC shall be applied to that Duty Period.

Note: 34-4.07 Effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement.

34-4.08. A Pilot who modifies a Deadhead which results in the removal of a scheduled overnight in the Pairing shall be entitled to the stipend for hotel cancellation in accordance with SECTION 8-7.04.

Note: 34-4.08. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

34-5 DEADHEAD (FLIGHT POSITIONING) CANCELLATION

34-5.01. A Pilot may request first/last Leg Deadhead flight cancellation from any location. Requests shall be made via the form on the EFB no less than twelve (12) hours prior to the Deadhead flight:

- a) In the event of an IROP or Reassignment in which it is not possible to submit the request via the EFB twelve (12) hours prior to departure; the Pilot shall submit the request directly with Crew Scheduling at least two (2) hours prior to the departure of the Deadhead flight the Pilot wishes to cancel.

34-5.02. The Pilot shall forfeit any original Pairing Credits associated with the cancelled Deadhead. A Pilot who cancels a Deadhead shall not have their MMG reduced. Once an Assignment has been modified or rebuilt to reflect a Deadhead cancellation, the Credit for this Assignment shall be based on the modified Deadhead. The Credit associated with the Deadhead shall be removed from the month end calculations for additional straight time and/or overtime eligibility.

Note: 34-5.02 Effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement.

34-5.03. Premium pay eligible open time Assignments where a Deadhead is cancelled shall not be pay protected in accordance with 34-5.02 above for the cancelled Deadhead. For clarity, if the Pilot operates a flight segment in the same Duty Period as the cancelled Deadhead the MDPC shall be applied to that Duty Period.

Note: 34-5.03 Effective no later than three (3) full Monthly Scheduling Periods following ratification of this Agreement.

34-5.04. A Pilot who cancels a Deadhead which results in the removal of a scheduled overnight in the Pairing shall be entitled to the stipend for hotel cancellation as detailed in SECTION 8-7.04.

Note: 34-5.04. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

34-5.05. A cancelled Deadhead may be utilized by the Pilot for confirmed zero (0) Credit Hour travel between their Domicile and Home Base on a different date in the same Monthly Scheduling Period provided a confirmed seat in the economy cabin is available. The request for the confirmed zero (0) Credit Hour flight must be submitted at the same time as the Deadhead cancellation request.

Note: 34-5.05 Effective the first full Monthly Scheduling Period following ratification.

34-6 ALTERNATE (THIRD-PARTY) CARRIER DEADHEADS

Note: 34-6. Effective no later than three (3) full Monthly Scheduling Periods following ratification.

34-6.01. In cases where a Pilot is scheduled for a Deadhead on an alternate carrier, the Pairing containing this Deadhead shall only be eligible for shift trades if the request is submitted to Crew Scheduling electronically via the automated shift-trade system no later than three (3) full Calendar Days after monthly schedules are released.

34-6.02. When a Pilot is Assigned a Deadhead on an alternate carrier, the alternate carrier Deadhead shall not be eligible for a Deadhead modification.

34-6.03. Notwithstanding Section 34-6.02 above, a Pilot Assigned a Deadhead on an alternate carrier may request a Deadhead modification in accordance with 34-4.03 above to add one additional Westjet or Westjet Encore Ltd. flight to meet up with the alternate carrier Deadhead. A minimum of seventy-five (75) minutes must be available between:

- a) The scheduled arrival time of the Westjet or Westjet Encore Ltd. flight and the scheduled departure time of the alternate carrier flight; or
- b) The scheduled arrival time of the alternate carrier flight and the scheduled departure time of the Westjet or Westjet Encore Ltd. flight.

34-6.04. When a Pilot is Assigned a Deadhead on an alternate carrier, all Deadhead cancellation requests shall be made via the form on the EFB no later than three (3) full Calendar Days after monthly schedules are released or after the Pilot has been notified of the alternate carrier Deadhead.

34-6.05. A window or aisle seat shall be assigned for any scheduled Deadhead on a third-party carrier flight as soon as practicable after the release of the final monthly schedules, subject to seat availability at time of booking. Booking details shall be provided to the Pilot as soon as practicable. For Deadhead flights of a planned six-hour thirty-minute (6:30) duration (Out Event to In Event) or longer, the Company shall provide premium (or equivalent) seating, subject to availability at the time of booking.

34-6.06. Pilots shall be entitled to reimbursement for the cost of a maximum of two (2) cabin bags and one (1) checked bag. In the event that Company-provided luggage does not meet the carry-on size/weight restrictions of the alternate carrier, the Company shall re-imburse the Pilot for checking the bag(s) which do not meet the carry-on restrictions. Baggage expenses shall be submitted for reimbursement to the Company within thirty (30) Calendar Days.

SECTION THIRTY-FIVE MISCELLANEOUS/LEGAL

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, or the Pilot's estate, 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 shall 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 and if requested by the Pilot, an Association representative.

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. In accordance with legislation and regulations, it is the Pilot's responsibility to obtain and maintain a Restricted Area Identity Card (RAIC) and security clearance, as applicable, to work as a Pilot for the Company. The Company shall provide the required administrative documentation for the Pilot to complete the initial RAIC application and any renewal as necessary.

35-5.02. At the Company's discretion, when required to reduce application and processing timelines, the Company may make available, and shall pay for the fees associated with the appointments for required security clearances, RAIC applications, and processing.

35-5.03. Where a Pilot's security clearance or RAIC is suspended, revoked, or denied through no fault of the Pilot, the Pilot may be held out of service for up to seven (7) Calendar Days which may be extended by mutual agreement. During this period, there shall be no loss of compensation, benefits or Seniority for the time the Pilot is held out of service.

35-5.04. Where a Pilot's security clearance or RAIC is suspended, revoked, or denied and the Pilot is at fault, the Pilot shall be placed on PLOA in accordance with [SECTION 18 - LEAVES OF ABSENCE](#) until the matter is resolved. Nothing in this paragraph Section 35-5.04 limits the Company's right to investigate and discipline a Pilot, up to and including dismissal in appropriate circumstances.

35-5.05. With respect to Section 34-5.03 above the Association and the Company shall make best efforts to assist the Pilot in attempting to obtain and maintain a security clearance or RAIC.

35-5.06. 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 PILOT PROFESSIONAL FLYING

- 35-6.01. Professional Flying shall be defined as acting as a Pilot while flying an aircraft for remuneration.
- 35-6.02. This Agreement contemplates that all Pilots shall devote their entire professional flying service to the Company unless prior approval from the Company is granted. Requests shall be considered on a case-by-case basis and shall be reviewed based on the nature of the request and operational and business requirements. This approval shall not be unreasonably withheld.

35-7 ADDRESS WITH TRANSPORT CANADA

- 35-7.01. A Pilot's address on file with Transport Canada shall be at the discretion of the Pilot and shall not be changed unless approved by the Pilot.

35-8 LOGBOOKS

- 35-8.01. The Company shall provide all Pilots with an electronic record of monthly flight logs.

Note: Contingent on the successful implementation of the CrewTrac crew management system.

Note: 35-8.01 Implementation no later than three (3) full Monthly Scheduling Periods following ratification.

- 35-8.02. The Company shall certify a Pilot's logbook upon request.

SECTION THIRTY-SIX - COMPANY-ASSIGNED EQUIPMENT

36-1 GENERAL

- 36-1.01. All use of Company assigned equipment shall be subject to all applicable Company policies including, but not limited to, the *Acceptable Use Policy* and *Code of Business Conduct*.
- 36-1.02. Pilots shall be responsible to exercise reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.
- 36-1.03. With the exception of Pilot headsets or as otherwise outlined in this Section, no Pilot shall be required to pay for the use of any Company required equipment used in training or flight operations.

Pilots who purchase aviation headsets for use in training or flight operations shall be eligible for reimbursement in accordance with the Company's pilot aviation headset reimbursement process.

- 36-1.04. No Pilot shall be required to pay damage or replacement costs for Company-assigned equipment that is damaged in the performance of their duties, unless relating to or arising out of any willful misconduct or gross negligence on the part of the Pilot.
- 36-1.05. No Pilot shall be required to pay repair or replacement costs or the fees set out in this Section for Company-assigned equipment suffering wear and tear or damage from normal usage.
- 36-1.06. Any amounts payable by a Pilot pursuant to this Section shall be handled in the same manner as an overpayment in accordance with [SECTION 4-2 – PAY DISCREPANCIES](#).
- 36-1.07. A Pilot shall be required to immediately return all Company-assigned equipment upon the cessation of their employment with the Company or at the Company's request. Upon request to their direct MLO, or designate, a pre-addressed and pre-paid return courier package shall be couriered as soon as practicable to the Pilot's Designated Primary Residence to facilitate return of required Company-assigned equipment at no expense

to the Pilot. The full replacement cost for the same make, model and series of any Company-assigned equipment not returned to the Company within thirty (30) Calendar Days shall be payable by the Pilot and shall be handled in the same manner as an overpayment in accordance with [SECTION 4-2 – PAY DISCREPANCIES](#).

- 36-1.08. Pilots shall not be required to report to work on a Day Off to pick up Company-assigned equipment. Such equipment shall be made available at the Pilot's Base or mailed to the Pilot's Designated Primary Residence at the Company's expense. Where available, and as necessary, software updates shall be accomplished online with the assistance of the Company technical support or the support of the appropriate software provider.
- 36-1.09. Additional Company-assigned equipment not detailed in the Agreement shall only be distributed to a Pilot once discussion with the Association has occurred on how such equipment shall be utilized.

36-2 ELECTRONIC FLIGHT BAG (EFB)

- 36-2.01. If required for the performance of a Pilot's duties, the Company shall supply each Pilot with an EFB (Apple iPad or comparable) which shall include a device protective case, charging cord and power adapter.
- 36-2.02. If a Pilot's Company-assigned EFB is lost or damaged beyond repair, the Company shall replace the equipment and the Pilot shall pay to the Company the following fee amount(s):
- a) For an Electronic Flight Bag (EFB): four hundred dollars (\$400) for the first year, subsequently reduced by seventy-five dollars (\$75) for every full year the Pilot has been in possession of the equipment; and
 - b) For a device protective case: seventy-five dollars (\$75) for the first year the Pilot has the protective case in their possession, subsequently reduced by twenty-five dollars (\$25) for every full year the Pilot has been in possession of the equipment.
- 36-2.03. For the purposes of Section 36-2.02 above, if the lost Company-assigned equipment is located and returned to the Company in good working order

within thirty (30) Calendar Days of the date it is reported to be lost, the Pilot shall not be required to pay the fee(s) specified above.

- 36-2.04. If a Pilot's Company-assigned equipment is stolen, the Company shall replace such equipment and device protective case with no fee charged to the Pilot, provided the Pilot has provided the Company with a filed copy of a police report relating to the theft. If no such police report is provided to the Company within ten (10) Calendar Days of the date of the theft, the Pilot shall be responsible to pay to the Company the fee amount(s) specified for such equipment as set out in Section 36-2.02 above.
- 36-2.05. If a Pilot's Company-assigned EFB is damaged but repairable, the Pilot shall be responsible to pay a fee to the Company of forty dollars (\$40) for the first occurrence and sixty dollars (\$60) for every subsequent occurrence on the same device. The Company shall provide a "loaner" device while the EFB is being repaired.
- 36-2.06. Notwithstanding Section 36-2.02, Section 36-2.04, and Section 36-2.05 above, if a Pilot's Company-assigned equipment is lost, stolen, or damaged due to their willful misconduct or gross negligence, the full replacement or repair costs of the Company-assigned equipment shall be the responsibility of the Pilot.

36-3 SERVICE PLANS, DATA AND ROAMING

- 36-3.01. No Pilot shall be responsible to pay for any subscription or service plan required by the Company for Company-assigned equipment.
- 36-3.02. No Pilot shall be responsible for any data, roaming, or overage charges on Company Assigned Equipment incurred while in performance of their flight duties.
- 36-3.03. The Company shall notify any Pilot of roaming data usage as soon as practicable.
- 36-3.04. Any amounts payable by a Pilot due to data overage or roaming charges incurred as a result of a Pilot's personal use of Company-assigned equipment shall be handled in the same manner as an overpayment in accordance with [SECTION 4-2 - PAY DISCREPANCIES](#).

36-3.05. No Pilot shall be responsible for any unintentional data breaches of Company data while utilizing an unsecured public Wi-Fi network, in accordance with all applicable Company policies including, but not limited to, the *Acceptable Use Policy* and *Code of Business Conduct*.

SECTION THIRTY-SEVEN – STANDARDS PILOTS (S-1/S-2)/FLIGHT SAFETY PILOTS

37-1 GENERAL

- 37-1.01. Standards Pilots are identified as Active Pilots on the PSL that are subject matter experts in various and specific areas and do not have supervisory responsibilities. For clarity, Standards Pilots may be expected to provide coaching and guidance to Pilots, in their area of subject matter expertise. The Company shall provide the Association with a list of all Standards Pilot 1 (S-1) and Standards Pilot 2 (S-2) on a monthly basis.
- 37-1.02. The Company shall advertise a job posting for any S-1 or S-2 positions for a minimum of fourteen (14) Calendar Days. An Association member shall be a member of the Pilot selection team for the purposes of standards applicant review.
- 37-1.03. Should the Company require a Standards Pilot, in performance of their Standards Pilot duties, to attend a conference or Company-required meeting at a location away from their Home Base, the Company shall provide the Standards Pilot with non-revenue business travel, hotel accommodation and meals in accordance with the *Corporate Expense Policy*.

37-2 COMPENSATION

- 37-2.01. Administrative Days Assigned to any S-1 shall be paid a stipend and Credit Hours in accordance with [SECTION 4-15 - FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY](#).
- 37-2.02. S-2 shall be credited at the Minimum Monthly Guarantee of seventy-five (75) Credit Hours and shall be paid a stipend in accordance with [SECTION 4-15 - FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY](#).

37-3 SCHEDULING

- 37-3.01. Standards Pilots may submit a request for up to fifteen (15) Days free of administrative Days for each Monthly Scheduling Period. Requests shall be submitted for approval as directed by the Company at least sixty (60) Calendar Days before any Monthly Scheduling Period in which the Pilot wishes to request Days free of administrative Days.
- 37-3.02. With the exception of Section 37-8.01 below, scheduled administrative Days may be switched by mutual agreement of the Standards Pilot and their MLO.
- 37-3.03. The Company reserves the right to schedule Standards Pilots on any routes to facilitate route assessment.

37-4 PART-TIME STANDARDS PILOT (S-1)

- 37-4.01. An S-1 performs duties on a part-time basis, that involves administrative/project non-bargaining unit responsibilities, with the Flight Operations team while maintaining a regular flying schedule in accordance with [SECTION 5 - SCHEDULING RULES](#).
- 37-4.02. An S-1 may be scheduled up to a maximum of six (6) administrative Days per Monthly Scheduling Period.
- 37-4.03. An S-1 shall bid for, and be Awarded flying in the Position they hold on the Pilot Seniority List in accordance with [SECTION 5 - SCHEDULING RULES](#).

37-5 FULL TIME STANDARDS PILOT (S-2)

- 37-5.01. An S-2 primarily performs duties that involves administrative/project non-bargaining unit responsibilities with the Flight Operations team. In addition, an S-2 performs limited flying as part of their Monthly Scheduling Period.
- 37-5.02. An S-2 may be scheduled up to a maximum of twelve (12) administrative Days per Monthly Scheduling Period.

- 37-5.03. Assigned flying, including the Pilot's required Training Event(s) or Check (s), shall be blocked for the Monthly Scheduling Period in accordance with their Assigned Position on the PSL. Notwithstanding the above, an S-2 may fly by displacement as required in performance of their Standards Pilot duties.
- 37-5.04. All non-revenue test flights shall be coordinated with their direct MLO based on operational requirements and technical support required from the Standards Pilot.
- 37-5.05. Flying Assigned to an S-2 in a Monthly Scheduling Period shall be credited in accordance with [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#).
- 37-5.06. If an S-2 is Assigned flying in performance of their duties as a Standards Pilot on a Day Off, the Pilot shall be given an administrative Day Off in lieu, at a mutually agreed upon date between the Standards Pilot and their direct Manager and shall be credited in accordance with [SECTION 4-4 - PAIRING CREDIT RECONCILIATION](#).

37-6 VACATION TREATMENT FOR STANDARDS PILOTS

- 37-6.01. S-1 shall continue to accrue, and be entitled to, vacation and vacation bidding points in accordance with [SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF](#).
- 37-6.02. S-1 shall bid annual vacation in accordance with [SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF](#).
- 37-6.03. S-2 shall be exempt from the annual vacation bid in accordance with [SECTION 12-6 - VACATION AND GUARANTEED DAYS OFF \(GDO\)](#) and their vacation bidding point bank shall freeze until such time as they return to regular line flying. S-2 vacation scheduling shall be managed and tracked by the Director of Flight Operations or designate.
- 37-6.04. A newly hired S-2 shall have any previously Awarded vacation honoured, and the same weeks shall become available for disbursement to line Pilots in accordance with SECTION 12-4.09. S-2 vacation accrual shall be in accordance with [SECTION 12-2 – EARNING VACATION](#). Full blocks of

vacation shall be taken in increments of five (5) Day blocks and scheduled in accordance with Section 37-6.03 above.

- 37-6.05. An S-2 who voluntarily returns to line flying shall forfeit the vacation blocks previously scheduled in accordance with Section 37-6.03 above and shall bid in accordance with [SECTION 12-4 - VACATION BIDDING AND AWARDS](#) for the next round of annual vacation bidding. The remaining vacation allotment in the present year shall be Assigned by Crew Planning. For those who do not have points in accordance with Section 37-6.03 above, the bidding points available for vacation bidding shall be determined by calculating the average of the bidding points held by the ten (10) Pilots junior to them on the PSL.
- 37-6.06. An S-2 who is Assigned by the Company to return to line flying or Assigned to the role of S-1 shall retain their previously Awarded Vacation.

37-7 POSITION CHANGES

- 37-7.01. At the Company's discretion, a Standards Pilot may be moved from S-2 to S-1 or be returned to line flying. The Company shall advise the Standards Pilot in writing of the change with a minimum of sixty (60) Calendar Days' notice. This sixty (60) Calendar Days' notice shall not be required in the event conditions beyond the Company's control occur. These conditions shall include but are not limited to those listed in SECTION 14-1.04.
- 37-7.02. Notwithstanding Section 37-7.01 above, in the event the Company determines that the Standards Pilot is no longer suited to perform the required duties of their Assigned role, the Pilot may be returned to line flying in accordance with Section 37-7.05 below and the Company shall continue to pay any stipend in accordance with [SECTION 4-15 - FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY](#) for the sixty (60) Calendar Day notice period.
- 37-7.03. A Standards Pilot may elect to leave the Standards Pilot position and return to line flying upon providing the Company with a minimum of sixty (60) Calendar Days' notice prior to their intended date of return. The notice period above may be reduced upon mutual agreement between the Company and the Standards Pilot.

- 37-7.04. Standards Pilots shall retain the right to participate in the PSB in accordance with [SECTION 15 - FILLING OF POSITIONS](#).
- 37-7.05. When returning to line flying, the Standards Pilot shall return to the Position they hold on the Pilot Seniority List as Awarded in accordance with [SECTION 15 - FILLING OF POSITIONS](#). The Company shall return the Standards Pilot to line flying in accordance with [SECTION 6-5 - RETURN TO DUTY](#).
- 37-7.06. A Standards Pilot shall not be protected from layoff or displacement in the event of a reduction bid accomplished in accordance with [SECTION 14 - LAYOFF AND RECALL](#). Notwithstanding [SECTION 14 - LAYOFF AND RECALL](#), a Standards Pilot may have the effective date of their layoff delayed by up to thirty (30) Calendar Days only for the purposes of training another Active Pilot in replacement of the applicable standards work for the role.

37-8 STANDARDS PILOT OPEN TIME PICKUP

- 37-8.01. Standards Pilots shall not drop or move scheduled administrative Days to accommodate pick up of open time Assignments or trip trades unless it's to facilitate currency requirements.
- 37-8.02. Standards Pilots shall be entitled to request open time Assignments on their Day Off in accordance with [SECTION 6-9 - OPEN TIME ASSIGNMENTS](#).

37-9 FLIGHT SAFETY PILOTS

- 37-9.01. In accordance with the Encore Safety Manual (ESM), Flight Safety Pilots function as subject matter experts who primarily assist the safety department and flight operations department to conduct safety incident follow up and complete pro-active risk assessments.
- 37-9.02. When performing Flight Safety Pilot duties, they shall report to the Person Managing the Safety Management System. These non-bargaining unit duties shall be in accordance with the ESM.
- 37-9.03. Flight Safety Pilots shall be paid a stipend and Credit Hours for their administrative Day in accordance with [SECTION 4-15 - FLIGHT INSTRUCTOR/CHECK PILOT/LOSA OBSERVER/STANDARDS PILOT PAY](#).

37-9.04. Unless approved by the Chief Pilot, Flight Safety Pilots shall not drop or move scheduled administrative Days to accommodate the pick up of open time Assignments or trip trades unless required to facilitate currency requirements.

SECTION THIRTY-EIGHT- WORKPLACE ACCOMMODATION

38-1 GENERAL

- 38-1.01. The Company recognizes its duty to reasonably accommodate Pilots in relation to the prohibited grounds of discrimination under the *Canadian Human Rights Act*, unless doing so would impose undue hardship on the Company.
- 38-1.02. It is the responsibility of the Pilot to actively participate in the accommodation process, including presenting evidence to support the need for an accommodation. Once the need for an accommodation is identified, the Company shall commence efforts to identify an appropriate accommodation in accordance with the *Canadian Human Rights Act*.
- 38-1.03. The accommodation process is outlined in the Company's *Accommodation Policy and Procedure*.

38-2 PREGNANCY ACCOMMODATION

- 38-2.01. A Pilot who is pregnant may, during the period from the beginning of the pregnancy to the birth, request the Company provide a temporary accommodation if, by reason of the pregnancy, continuing any of their current job functions may pose a risk to their health or to that of the fetus. The request shall be made in writing to their MLO or designate.

38-3 BREASTFEEDING ACCOMMODATION

- 38-3.01. A Pilot may request a temporary accommodation for the purposes of breastfeeding their child up to the point in time that the child is eighteen (18) months of age without the requirement to medically substantiate the accommodation. The request shall be made in writing to their MLO.

SECTION THIRTY-NINE-WORKPLACE INJURY OR ILLNESS

39-1 WORKPLACE INJURY OR ILLNESS

- 39-1.01. While engaged in Company operations, a Pilot who sustains a workplace injury or illness shall receive appropriate medical treatment. All medical expenses related to the workplace injury or illness shall be initially processed through Workers' Compensation Board (WCB), and if not approved, through the applicable health care plan(s). Any required medical expenses in excess of WCB and the applicable health care plan(s) shall be borne by the Company.
- 39-1.02. Unless restricted from travel by a medical practitioner, the Pilot shall be returned by the Company to their Domicile, or at the Pilot's option, to their Home Base. In such cases, all reasonable travel and hotel costs shall be paid for and arranged by the Company. If the Pilot is restricted from travel by a medical practitioner, the cost of a hotel and appropriate per diem in excess of coverage provided by the health care plan shall be borne by the Company until the Pilot is able to travel.
- 39-1.03. Should a Pilot become injured while engaged in Company operations and the Pilot is subsequently qualified for and receiving WCB benefits, the Company shall top up the Pilot, where applicable, to the amount and duration of Short Term Disability (STD) and Long Term Disability (LTD) benefits in accordance with [SECTION 20 – BENEFITS](#) and the Pilot's elected coverage option at the time of injury.

SECTION FORTY - TERM OF AGREEMENT

40-1 EFFECTIVE DATES

- 40-1.01. This Agreement shall commence on January 1, 2024, and shall continue in full force until midnight on December 31, 2028.
- 40-1.02. 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 Section 40-1.01 above or the subsequent date of expiration in the event that the Agreement automatically renews, whichever shall be later.

LETTER OF UNDERSTANDING NO. 01 (LOU 01) – ACCELERATED ARBITRATION

Between

**The Pilots in the service of WestJet Encore Ltd.,
("Pilots")**

As represented by the

**Air Line Pilots Association, International
(the "Association")**

And

**WestJet Encore Ltd.
(the "Company")**

(the Association and Encore, collectively, the "Parties")

The Parties agree that this LOU is intended as a supplement to the arbitration process outlined in Section 27 of the Agreement, which shall continue to operate in conjunction with the process set out below:

Appointment of An Arbitrator Under this Process

1. The following individuals shall be eligible for appointment as arbitrators pursuant to this procedure:

- a) TBD
- b) TBD

The Parties can agree to substitute any arbitrators in the above list upon mutual consent.

2. Should any arbitrator named above decline their appointment under this Letter of Understanding, the Parties shall discuss within thirty (30) Calendar Days the appointment of a replacement.

3. Unless otherwise agreed, the Parties shall reserve a minimum total of four (4) days of arbitration every calendar year with any combination of the

arbitrators set out in a) and b) above. The Parties shall use reasonable efforts to obtain arbitration dates spread out throughout the year, based on the availability of arbitrator.

Utilization of Arbitration Hearing Time

4. As soon as practicable, but no later than forty-five (45) Calendar Days prior to each arbitration date(s), the Parties shall assign a specific matter to each available arbitration date(s).
5. Notwithstanding point 4 above, the Parties may mutually agree to utilize the arbitrator's time for mediation.

Advanced Disclosure of Materials

6. As a courtesy to the responding Party and to facilitate the orderly exchange of information, the Party bringing a specific matter before the arbitrator shall provide a preliminary statement of facts or book of documents to both the arbitrator and the opposing Party no less than thirty (30) Calendar Days prior to the arbitration date. This shall not, however, preclude the initiating Party from providing additional materials to both the arbitrator and the opposing Party within a lesser timeframe as required.
7. As a courtesy to the initiating Party and to facilitate the orderly exchange of information, the responding Party shall provide a preliminary statement of facts or book of documents to both the arbitrator and the initiating Party opposite no less than fifteen (15) Calendar Days prior to the arbitration date. As above, this shall not preclude the initiating Party from providing additional materials to both the arbitrator and the opposing Party within a lesser timeframe as required.

Process for Advanced Resolution

8. The Parties shall continuously seek to resolve matters outside the arbitration process where possible, through a process of open and continuous dialogue.

Authority Under the Agreement

9. The Arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.
10. An Arbitrator's award shall be final and binding on all Parties.
11. The Arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of the Agreement except in accordance with the law as specified in the *Canada Labour Code*.
12. The expenses incurred by the arbitrator and arbitration facilities shall be borne equally by each Party.
13. This LOU shall take effect no later than six (6) months following ratification of the Agreement and shall only continue for so long as the Agreement is in effect.

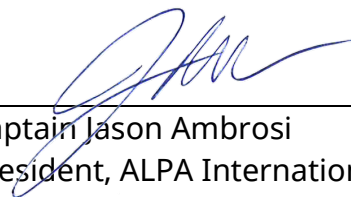
IN WITNESS WHEREOF, the Parties have signed this LOU No.01 this 30th day of May, 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
Westjet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 02 (LOU 02) – BIDDABLE STATUTORY
HOLIDAYS**

Between

**The Pilots in the service of WestJet Encore Ltd.,
(“Pilots”)**

As represented by the

**Air Line Pilots Association, International
(the “Association”)**

and

**WestJet Encore Ltd.
(the “Company”)**

(the Association and the Company, collectively, the “Parties”)

Note – Section numbers and sub-section references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Guaranteed Day Off (GDO)

A Day where work cannot be Assigned which may be attached to a full week of vacation/**Statutory Holiday**.

- 1. The following sections in this Agreement shall be amended effective January 1, 2026, with the exception of Section 12-4 Vacation/Statutory Holiday Bidding and Awards which shall apply for the Fall 2025 bidding for the 2026 annual vacation Award, as follows:**

PAY:

4-8 VACATION DAY

4-8.01. A Pilot shall be paid four (4.0) Credit Hours for each vacation Day/**Statutory Holiday**.

VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF

12-1 GENERAL

12-1.01. A biddable block of vacation/Statutory Holidays shall be five (5) consecutive Days and shall begin at 01:00 Home Base Time on the first vacation/Statutory Holiday Day.

12-3 STATUTORY HOLIDAYS

12-3.01. The Company observes eleven (11) "Statutory Holidays" defined as the following:

- (a) The ten (10) general holidays defined under the *Canada Labour Code*; and,
- (b) The Civic Holiday

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 shall a Pilot receive less Statutory Holidays than any other Company employee group. **For the purpose of bidding, Statutory Holidays are allocated on January 1 of each calendar year. A Pilot shall bid these eleven (11) Statutory Holidays pursuant to SECTION 12-5 - VACATION/STATUTORY HOLIDAY BIDDING AND AWARDS.**

12-3.02. For a new-hire Pilot, the allotment of Statutory Holidays is prorated based on the number of Statutory Holidays remaining in the calendar year from their DOH to the end of the current calendar year and shall be scheduled block by block by Crew Planning in Seniority order by Position. At the Company's discretion, a new hire Pilot hired after the completion of the annual vacation/Statutory Holiday bid may be offered pay in lieu of Statutory Holidays at the Pilot's hourly rate of pay for the remainder of the current calendar year.

12-3.03. An Active Pilot accrues one (1) Statutory Holiday on the date of occurrence for each Statutory Holiday as outlined in 12-3.01 a) and b) above. A Pilot who is on Inactive status shall lose their entitlement to any Statutory Holidays which occurred while they were on Inactive status and shall not receive Statutory Holiday Credit. After their return to Active status

Statutory Holidays shall be reconciled in accordance with SECTION 12-9 - VACATION AND STATUTORY HOLIDAY RECONCILIATION.

12-4 VACATION/STATUTORY HOLIDAY BIDDING AND AWARDS

12-4.01. Vacation/**Statutory Holiday** 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/**Statutory Holiday** bidding. Pilots shall receive bidding points as follows:

- a) One (1) point for every year of completed service from one (1) year to less than ten (10) years;
- b) Two (2) points for every year of completed service ten (10) years and above;
- c) One (1) point per Day of vacation allotment
- d) **One (1) point per biddable Statutory Holiday.**

12-4.05. Bidding shall be done online via the Company's computerized vacation/**Statutory Holiday** bidding tool. Vacation/**Statutory Holidays** shall be published in five (5) Day blocks. Pilots bid on blocks of vacation/**Statutory Holidays** using the total amount of vacation **and Statutory Holidays** allotted. When making a bid, a Pilot must specify a point value for each block they desire to bid on, but not less than one (1) point. A Pilot may not bid all allotted points on one (1) block of time. One (1) point must remain for each block of vacation **and Statutory Holidays** allotted.

12-4.06. Once a bid round has closed, the bidding system shall assess all bids made and allocate vacation/**Statutory Holidays** 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 shall have those points deducted from their total point allotment. All other successful bidders for this block shall 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 shall Award all bidders the block and shall deduct one (1) point.
- c) For blocks with one (1) spot available and one bidder (1), the system shall Award the Vacation for one (1) point.
- d) For blocks with one (1) spot available and two (2) or more bidders, the system shall 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 is the same, the system shall randomly Award the block in all scenarios above.

12-4.07. 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) shall be randomly Awarded vacation based on which blocks are still available. For each random Award, the Pilot is deducted one (1) point. **Any Pilot who has partial blocks which have not been Awarded shall be randomly Awarded vacation Days. These Awards are made with no point deduction from the Pilot.**

12-4.08. 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/**Statutory Holiday** Awards shall be communicated to the Pilots no later than October 31st of each calendar year.

12-4.09. Commencing on November 1st, requests to change vacation/**Statutory Holiday** blocks Awarded during the bidding process may be made directly to Encore Crew Vacation via email or by using the request form provided on the EFB. Encore Crew Vacation shall assess the blocks remaining and may grant the request to move the blocks based on operational requirements and on a first come first served basis. Such requests shall not be unreasonably denied. No adjustments to carryover points are made as a result of any vacation rescheduled outside of the bidding system.

12-4.10. Commencing on November 1st, requests to trade vacation/**Statutory Holiday** blocks shall be made to Encore Crew Vacation via email or by using the request form provided on the EFB, after all bid rounds have closed. 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., YYC DH8 Captain may only trade with another YYC DH8 Captain). 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 shall not be unreasonably denied.

12-4.11. A Pilot hired after bidding has completed for the current calendar year shall request their preferred vacation from the available blocks provided by Encore Crew Vacation. Blocks and/or partial blocks shall be scheduled block by block by Encore Crew Vacation in Seniority order by Position. At the Company's discretion, a new hire Pilot hired after the completion of the annual vacation/**Statutory Holiday** bid may be offered pay in lieu of vacation at the Pilot's Hourly Base Rate of pay for the remainder of the current calendar year.

12-4.12. A Pilot hired after bidding has been completed and who requires vacation/**Statutory Holidays** to be scheduled in the following calendar year shall request their preferred vacation/**Statutory Holidays** from the available blocks provided by Encore Crew Vacation. Blocks and/or partial blocks shall be scheduled block by block by Encore Crew Vacation in Seniority order by Position. These Awards are made with no point deduction from the Pilot.

12-5 VACATION/STATUTORY HOLIDAYS TRANSFER WITH POSITION CHANGE

12-6 VACATION/STATUTORY HOLIDAYS AND GUARANTEED DAYS OFF (GDO)

12-6.02. Two (2) GDOs shall be placed immediately prior to and immediately after the five (5) Day vacation block **and Statutory Holiday** block. Changes to the placement of GDOs may be requested through Encore Crew Vacation. GDOs must remain attached to each full week of vacation **or Statutory Holiday** but can be placed prior to, after, or on either side of the vacation/**Statutory Holiday** block. The number of GDOs Awarded shall be in accordance with the following, with the exception of 12-6.04 below. Any GDOs taken in accordance with this paragraph shall be inclusive of their Scheduled Days Off in the vacation/**Statutory Holiday** month(s).

12-6.03. Notwithstanding 12-6.02 above, upon a Pilot's request, the entire Monthly Scheduling Period shall be free from Duty for Monthly Scheduling

Period(s) that contain at least three (3) full blocks of vacation or Statutory Holidays, and the Pilots MMG shall be reduced to the total of the vacation/Statutory Holiday Credit Hours for the Monthly Scheduling Period. A Pilot shall request this option via electronic form submission no later than the first (1st) of the month prior to the Monthly Scheduling Period in which the Pilot has the three (3) full vacation blocks.

Consecutive blocks of vacation/**Statutory Holiday**:

| 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/**Statutory Holiday** within a single Monthly 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) |

12-6.03. In the event that a Pilot takes consecutive weeks of vacation **or Statutory Holiday** which span two different Scheduling Periods, the Pilot shall be entitled to 4 GDO's prior to and 4 GDO's after the vacation **or Statutory Holiday** period.

12-6.05. If a Pilot wishes to move their GDO's pursuant to 12-6.02 above, a request shall be made to Encore Crew Vacation the 5th of the month prior to the first Day of the associated vacation/**Statutory Holiday** block or GDO (e.g., vacation **/Statutory Holiday** block starts July 9th, the Pilot shall submit the request to change/move vacation **/Statutory Holiday** by June 5th).

12-8 VACATION AND STATUTORY HOLIDAY RECONCILIATION

12-X.XX. Statutory Holidays shall be reconciled based on the number of Statutory Holidays that occurred while the Pilot was on Active status.

12-8.02. 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 Board (WCB), or any other leave and who has vacation/**Statutory Holiday** Days previously earned but not used, shall have those Days either reassigned as a new vacation/**Statutory Holiday** period upon their return to Active (status) or if not reassigned shall be paid out to the Pilot during the Company end of year reconciliation process.

12-8.05. A Pilot who, as a result of a leave, has taken more vacation/**Statutory Holidays** 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 a Company payroll deduction in accordance with SECTION 4-3 - PAY DISCREPANCIES.

12-8.06. In the event a Pilot returns from Inactive status and is projected to take more vacation **and/or Statutory Holidays** than they are projected to accrue, they shall have the option to have vacation **and/or Statutory Holidays** removed from the remainder of the calendar year so as to prevent an overage during the end of year reconciliation process. The Pilot shall submit the vacation/**Statutory Holiday** reconciliation form on the EFB to request a calculation of their projected overage. The Pilot shall select which vacation/**Statutory Holiday** Days they wish to remove from their schedule to reduce or eliminate the amount owed to the Company during the end of year reconciliation process. Excess Days shall be removed as a full vacation/**Statutory Holiday** block(s) unless the number of excess Days does not total a full block. In such circumstances, the Pilot shall select the single block from which to remove excess Days.

12-8.07. In the event that a Pilot is Inactive during the year-end reconciliation, the following shall apply:

- a) Any balance owing to the Company shall be deferred (without interest) until the Pilot is returned to Active status at which point SECTION 4-3 - PAY DISCREPANCIES shall apply;
- b) If a Pilot is known to be transitioning to Inactive status during the calendar year, the Pilot shall have the option to have vacation/**Statutory Holiday(s)** removed from the remaining portion of the year in which the Pilot is Active to prevent an overtake situation. The Pilot shall submit the vacation/**Statutory Holiday** reconciliation form on the EFB to request a calculation of their

projected overage. The Pilot shall select which vacation/**Statutory Holiday** Days they wish to remove from their schedule to reduce or eliminate the amount owed to the Company during the end of year reconciliation process. Excess Days shall be removed as a full vacation/**Statutory Holiday** block(s) unless the number of excess Days does not total a full block. In such circumstances, the Pilot shall select the single block from which to remove excess Days;

- c) If a Pilot does not return to Active status, but rather is dismissed, resigns, or retires, any balance owing shall be deducted from their final pay.
- d) If a Pilot is owed a vacation/**Statutory Holiday** payout by the Company, a Pilot may request approval by the Company for such balance owing to be paid on the last pay date prior to commencing Inactive status for the remainder of the current calendar year.

12-8.08. A Pilot who is laid off shall be paid out for any earned but not taken vacation/**Statutory Holidays** upon layoff and their final pay shall be reduced for any taken but not earned vacation/**Statutory Holidays**.

12-9 OPEN TIME PICK UP ON VACATION

12-9.01. Should a Pilot pick up open time in accordance with SECTION 6-8 - OPEN TIME and the Pilot has any vacation/**Statutory Holidays** during the open time Assignment, the Pilot shall be credited for any vacation/**Statutory Holidays** Days and, in addition, the open time Assignment shall be compensated in accordance with SECTION 4-7 – PREMIUM PAY.

LAYOFF AND RECALL

14-1.06. Upon layoff, a Pilot's vacation **and/or Statutory Holidays** shall be reconciled in accordance with SECTION 12 - VACATION, STATUTORY HOLIDAYS AND SPECIAL DAYS OFF.

FILLING OF POSITIONS:

15-8. POSITION VACANCY AWARDS

15-8.07. A Pilot is required to be available for training and to assume the posted Position after it has been Awarded. If the Pilot has Awarded vacation/**Statutory**

Holiday(s) between the reporting month for scheduled training and the planned completion of scheduled training, any previously Awarded vacation/**Statutory Holiday(s)** in those Monthly Scheduling Periods may be rescheduled, at the Company's discretion, by Awarded Position, in Seniority order, based on dates available as determined by the Company.

MANAGEMENT PILOTS

16-4 VACATION TREATMENT FOR MANAGEMENT PILOTS

16-4.01. When a Pilot becomes a Management Pilot, they shall continue to accrue years of service for the purpose of vacation week allotment; however, their vacation bidding point bank shall freeze until such time as they return to regular line flying. Any previously Awarded vacation shall become available for disbursement to line Pilots in accordance with SECTION 12-4 - VACATION/**STATUTORY HOLIDAY** BIDDING AND AWARDS.

16-4.02. A Management Pilot who is Assigned by the Company to return to line flying shall retain their previously Awarded vacation/**Statutory Holiday**.

LEAVES OF ABSENCE

18-1.01. Unless otherwise specified in this Agreement, a Pilot on a Leave of Absence as outlined in this Section shall:

- a. Be eligible to maintain all benefits currently in effect in accordance with the terms and conditions of the Company benefit plans;
- b. Continue to accrue Seniority;
- c. With the exception of PLOA, shall continue to accrue pay progression and Length of Service;
- d. Have the option to exercise their bidding rights in accordance with SECTION 15-8 - POSITION VACANCY AWARDS, however, if the Pilot is on a PLOA and is successfully Awarded a new Position, they must return from their PLOA in accordance with SECTION 15-7 - POSTING OF THE PREFERENTIAL STANDING BID;
- e. Maintain travel privileges in accordance with the Company *Travel Privileges Policy* and jumpseat access in accordance with SECTION 32-2 - JUMPSEAT ACCESS;
- f. Be eligible to participate in vacation bidding as outlined in SECTION 12-5 - VACATION/**STATUTORY HOLIDAY** BIDDING AND AWARDS;

- g. Up to one (1) month prior to a Pilot's known return to work date, a Pilot may request early access to the Company's uniforms ordering site.

Note: There are other leaves under the *Canada Labour Code* that are not listed below. Section 18-1.01 above shall not apply to these other leaves, unless otherwise provided for in accordance with the *Canada Labour Code*, this Agreement or Company Policies, as applicable.

STANDARDS PILOTS (S-1/S-2)/FLIGHT SAFETY PILOTS

37-6.04. A newly hired S-2 shall have any previously Awarded vacation honoured, and the same weeks shall become available for disbursement to line Pilots in accordance with SECTION 12-5.07. S-2 vacation **and Statutory Holiday** accrual shall be in accordance with SECTION 12-1 - ENTITLEMENT. Full blocks of vacation shall be taken in increments of five (5) Day blocks and scheduled in accordance with XX-6.03 above.

37-6.06. An S-2 who is Assigned by the Company to return to line flying or Assigned to the role of S-1 shall retain their previously Awarded Vacation/**Statutory Holidays**.

2. Upon this LOU 02 coming into effect, the following section in this Agreement shall be deleted:

~~12-3.02. A Pilot shall receive Statutory Holiday pay in accordance with the *Canada Labour Code*.~~

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No.02 this 30th day of May 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Karin Kenny
WestJet Encore Master Executive Council
Chair

LETTER OF UNDERSTANDING NO. 03 (LOU 03) – FLOW TO WESTJET

Between

The Pilots in the service of WestJet Encore Ltd.,

(“Pilots”)

As represented by the

Air Line Pilots Association, International

(the “Association”)

and

WestJet Encore Ltd.

(the “Company”)

(the Association and the Company, collectively, the “Parties”)

WHEREAS the Association has emphasized the importance of flow to its membership;

WHEREAS the Company’s objective is to grow back to more than 250 Captains as soon as reasonably possible; and

WHEREAS the Company and the Association have a shared objective to support the growth of the Company and provide Pilots with a career path going forward

NOW THEREFORE the Parties agree to the following:

1. Subject to available Pilot vacancies at WestJet throughout that calendar year, the Company shall award flow positions, on an annual basis, based on the number of Active Captains at the Company as of January 1 of that same calendar year, in accordance with the following:

| Number of Active Captains on January 1 | Minimum Annual Flow Award Commitment |
|--|--------------------------------------|
| 100 – 175 | 20 |
| 176 – 200 | 30 |
| 201 – 225 | 40 |
| 226 – 250 | 56 |
| 251 - 275 | 70 |
| 276 or greater | 80 |

2. If a Pilot resigns from the Company after being awarded a flow position that flow award shall count towards the minimum annual flow award commitment for that year.
3. If a force majeure event should occur, in accordance with Section 14-1.05 of the Agreement, the Company shall be relieved of its obligation to flow a minimum number of Pilots until the Company has recovered from the force majeure event.

Duration

4. This LOU 03 shall come into effect upon ratification of this Agreement and shall terminate on December 31, 2028 or on the date the next Collective Agreement takes effect, whichever is later.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No.03 this 30th day of May 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
Westjet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 04 (LOU 04) - PILOT RECOVERY PROGRAM
(PRP)**

Between

The Pilots in the service of WestJet Encore Ltd.,

**as represented by the Air Line Pilots Association, International
(the “Association”)**

and

**WestJet Encore Ltd.
(the “Company”)**

(The Association and the Company, collectively, the “Parties”)

WHEREAS the Parties jointly recognize that a safe, healthy, and supportive workplace is important in maintaining a healthy and productive workforce;

WHEREAS the Parties jointly recognize the importance of identifying and treating substance abuse and chemical dependency at its earliest stage;

AND WHEREAS the Parties jointly recognize the Pilot Recovery Program (“PRP”) as outlined in the PRP Policy and that a robust PRP is beneficial to the Parties.

NOW THEREFORE the Parties agree as follows:

1. The PRP program shall be implemented and governed in accordance with the PRP Policy. The PRP Policy dated March 2, 2023, or as subsequently amended pursuant to the Policy Review Amendment Procedure as set out in Article 6 of the PRP, is hereby incorporated by reference into, and forms part of, this Letter of Understanding.
2. In the event a Pilot from Encore is appointed to become the Chair or Vice-Chair of the PRP, the Company shall provide AFR in accordance with [SECTION 33 – ASSOCIATION FLIGHT RELEASE \(AFR\)](#) of the Agreement in support of the

PRP Program. In addition to the Company paid hours of AFR outlined in [SECTION 33-3 - ALLOTMENT OF AFR](#), the Company shall provide additional Company paid hours of AFR in support of PRP matters related to the Company on a Monthly Scheduling Period as follows:

- a) PRP Chair up to a maximum of five (5) Days; and
- b) PRP Vice-Chair up to a maximum of three (3) Days

- 3. This LOU shall not be modified in any way without the written consent of both Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 04 this 30th day of May at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Carin Kenny
WestJet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 05 (LOU 05) - REGIONAL EXPERIENCE
INCENTIVE PAYMENT ("REIP")**

Between

**The Airline Pilots in the service of WestJet Encore, Ltd.
(the "Pilots")**

As represented by the

Air Lines Pilots Association, International (the "Association")

And

WestJet Encore, Ltd. (the "Company")

Regional Experience Incentive Payment ("REIP")

WHEREAS:

- A) The Company has a process for the Pilots whose employment ceases with the Company and are hired at WestJet, An Alberta Partnership ("WestJet");
- B) Until December 31, 2023, Pilots who left the Company and commenced employment with WestJet were entitled to the Regional Experience Incentive Payment ("REIP Payment") pursuant to the Letter of Understanding Regional Incentive Payment ("REIP LOU");
- C) The REIP LOU expired on December 31, 2023; and
- D) The Company wishes to continue recognizing Pilots, who leave the Company to commence employment at WestJet after December 31, 2023, for their employment and commitment to the Company.

NOW THEREFORE, the Company and the Association agree as follows:

1. Any Pilot currently receiving REIP Payments shall continue to receive those payments in accordance with the expired REIP LOU. Those REIP Payments shall terminate in accordance with section seven (7) of the expired REIP LOU.
2. Captains listed on the Company PSL or Pilots achieving the Rank of Captain after the ratification of this Agreement, shall be eligible for the Regional Experience Incentive Payment in the event their employment with the Company ceases and they are hired at Westjet in accordance with LOU03 – FLOW TO WESTJET.
3. Notwithstanding paragraph 2 above, Captains who ceased employment with the Company and were hired at Westjet between January 1, 2024 and the date of ratification of this Agreement shall be eligible for the REIP, retroactive to the date of commencing Active employment at Westjet.
4. The REIP shall be comprised of a payment of twenty-eight-thousand-eight-hundred dollars (\$28,800), less any applicable withholdings or deductions, that shall be paid out in twenty-four (24) equal lump-sum monthly payments to the Pilot (the “REIP Payment”).
5. A Pilot shall be entitled to the REIP Payment upon release from employment with the Company and upon commencing Active employment at Westjet.
6. All Pilots who accept employment at Westjet shall be considered new hire employees at Westjet.
7. Pilots are eligible for the REIP Payment if they are on Active Duty for at least one (1) Day of a calendar month; otherwise, the REIP Payment shall be delayed subject to the conditions in Paragraph 8 below.
8. Entitlement to the REIP shall terminate on the earlier of:
 - a. the Pilot ceasing to be employed by Westjet for any reason;
 - b. the Pilot receiving twenty-four (24) equal lump-sum monthly payments in accordance to paragraph 4 above;
 - c. the Pilot reaching step three (3) of Hourly Rates in accordance with the Westjet Collective Agreement;
 - d. the expiry or earlier termination of this Agreement; or
 - e. the mutual agreement of the Parties.

9. Any Pilot who commences Active employment at WestJet prior to January 1st, 2028, who has begun receiving REIP payments, shall continue to receive all twenty-four (24) equal lump-sum payments as outlined in this LOU.
10. If service at the Company is subsequently recognized at WestJet for pay purposes this LOU05 shall terminate immediately and any outstanding REIP payments shall cease.
11. This LOU05 shall be effective upon ratification of this Agreement and shall terminate on December 31, 2028, or on the date the next Collective Agreement takes effect, whichever is later.

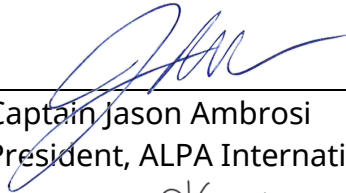
IN WITNESS WHEREOF, the Parties have signed this LOU No.05 this 30th day of May, 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
WestJet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 06 (LOU 06) – TRAINING/CHECK PILOT
INCENTIVES**

Between

The Pilots in the service of WestJet Encore Ltd.,

(“Pilots”)

As represented by the

Air Line Pilots Association, International

(the “Association”)

and

WestJet Encore Ltd.

(the “Company”)

(the Association and the Company, collectively, the “Parties”)

Expenses

1. To encourage Pilots to act as a Training/Check Pilot for a Training Event/Check at their Home Base, the following expenses shall be eligible for reimbursement:
 - a) Flights from the Pilot’s Domicile to their Home Base;
 - b) Flights from the Pilot’s Home Base to their Domicile; and
 - c) Reasonable hotel accommodation at the Pilot’s Home Base.

In order for these items to be reimbursed, they shall be incurred by the Pilot acting as a Training/Check Pilot for a Training Event/Check, where such costs are directly related to attending the Training Event/Check and are approved by their Manager, Line Operations in accordance with the *Corporate Expense Policy*.

2. The expenses outlined in paragraph 1 above shall be reimbursed for receipted costs up to a maximum of six hundred dollars (\$600.00) per month.

Any unused monthly reimbursement amount shall not carryover from month-to-month.

Duration

3. This LOU 06 shall come into effect the first full Monthly Scheduling Period following ratification of this Agreement and shall terminate on December 31, 2028, or on the date the next Collective Agreement takes effect, whichever is later.

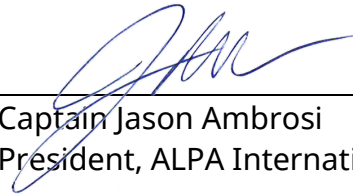
IN WITNESS WHEREOF, the Parties hereto have signed this LOU No.06 this 30th day of May 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
WestJet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 07 (LOU 07) – TRAINING SCHEDULING
ENHANCEMENT**

Between

**The Pilots in the service of WestJet Encore Ltd.,
("Pilots")**

As represented by the

**Air Line Pilots Association, International
(the "Association")**

and

**WestJet Encore Ltd.
(the "Company")**

(the Association and the Company, collectively, the "Parties")

1. During the current collective bargaining negotiations, the Parties agreed to explore possible future modifications and enhancements to ground training scheduling for both Pilots in training and Pilots conducting ground Training Events including:
 - a) Requested Days free from training or requested Days for Ground based training (either/or is system dependent);
 - b) Training slot(s) AM or PM;
 - c) Preferred location of the training facility;
 - d) Instructor-specific bidding options including:
 - i. Preferred specific Training Events, and
 - ii. Preferred maximum number of instructional Days in a Monthly Scheduling Period.
2. No later than twelve (12) months following ratification, the following individuals shall meet to discuss software providers and available bidding attributes within the Pilot training scheduling system:

- a) The Association Scheduling Committee Chair, or their designate;
 - b) One (1) Association Pilot Training Committee member, or their designate;
 - c) The Training Manager, or their designate; and
 - d) The Chief Pilot, or their designate.
3. It is recognized that an upgrade in bidding attributes and software is to the benefit of both Parties. The above individuals shall review available options which integrate with the Company's IT infrastructure and collectively make a recommendation to the Vice President, Flight Operations for approval within six (6) months of the initial meeting in paragraph 2.
4. In the event the Company elects to source a third-party software provider, they shall initiate negotiations on a sales or licensing agreement for the new training scheduling software within six (6) months of receiving the recommendations in paragraph 3.
5. This LOU 07 may only be modified or terminated with the written consent of the Parties.

IN WITNESS WHEREOF, the Parties have signed this LOU No.07 this 30th day of May, 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Carin Kenny
WestJet Encore Master Executive Council
Chair

LETTER OF UNDERSTANDING NO. 08 (LOU 08) – TORONTO BASE CLOSURE

Between

The Pilots in the service of WestJet Encore Ltd.,

(“Pilots”)

As represented by the

Air Line Pilots Association, International

(the “Association”)

and

WestJet Encore Ltd.

(the “Company”)

(the Association and the Company, collectively, the “Parties”)

WHEREAS:

- A. The Company has announced its intention to close the YYZ Base (the **“YYZ Base Closure”**).
- B. The Company wishes to provide an alternative option to relocation to those YYZ-based Pilots following the closure of the YYZ Base.

NOW THEREFORE the Parties agree to the following:

1. A Pilot, who holds a YYZ Position as of the effective date of the YYZ Base Closure and who would therefore become entitled to relocation assistance under 23-1.01 (c) of the Agreement as a result of this base closure, may, in lieu of the relocation assistance provided for in [SECTION 23 – RELOCATION](#) of the Agreement, elect to receive payment of twelve thousand and five hundred dollars (\$12,500), less any applicable withholdings or deductions (the **“In-Lieu Payment”**). The In-Lieu Payment shall be paid in twelve (12) equal lump sum monthly installments to the Pilot commencing the first full Monthly Scheduling Period that their YYC Position takes effect.

2. A Pilot's entitlement to receive any remaining unpaid In-Lieu Payment installments they would otherwise be entitled to receive shall cease in the event their employment with the Company ceases for any reason.
3. All other provisions of the Agreement shall continue to apply unless they are expressly amended herein by this LOU.
4. This LOU 08 shall be effective upon ratification of the Agreement and shall terminate on December 31, 2028, or on the date the next Agreement takes effect, whichever is later.

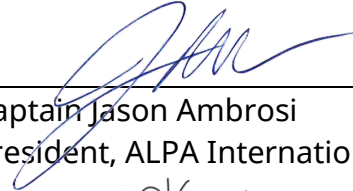
IN WITNESS WHEREOF, the Parties have signed this LOU No.08 this 30th day of May, 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
Westjet Encore Master Executive Council
Chair

**LETTER OF UNDERSTANDING NO. 09 (LOU 09) – SPLIT DUTY PERIOD
EXCEPTIONS**

Between

**The Pilots in the service of WestJet Encore Ltd.,
("Pilots")**

As represented by the

**Air Line Pilots Association, International
(the "Association")**

And

**WestJet Encore Ltd.
(the "Company")**

(the Association and the Company, collectively, the "Parties")

1. As a limited exception to Section 5-11.01 in this Agreement, the Company may Award or Assign split Duty Periods as part of the monthly Awarded schedule when the split Duty occurs in the following destinations:
 - a) Cranbrook (YXC);
 - b) Lethbridge (YQL); and
 - c) Medicine Hat (YXH).
2. Additional destinations may be added to the list in Paragraph 1 above with the mutual agreement of the Parties.
3. The conditions listed in Sections 5-11.01 I. through V. and 5-11.02 shall apply to these split Duty Periods.
4. A minimum daily Credit of four (4) Credit Hours shall be applied to each Day of these split Duty Periods.

5. Upon completion of these scheduled split Duty Periods, the Pilot shall be paid but not credited an additional two (2) hours of premium pay. This shall not apply to split Duty Periods picked up as Open Time.

Duration

6. This LOU 09 shall come into effect upon ratification of this Agreement and shall terminate on December 31, 2028, or on the date the next Collective Agreement takes effect, whichever is later.

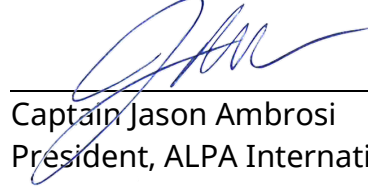
IN WITNESS WHEREOF, the Parties hereto have signed this LOU No.09 this __
30th day of May 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
Westjet Encore Master Executive Council
Chair

LETTER OF UNDERSTANDING NO. 10 (LOU 10) – IMPLEMENTATION SCHEDULE

| Section | | Implementation Timeline | DATE |
|----------------|--|--|-----------------|
| 1,2,3 | Preamble, Scope, General | Upon ratification | June 14, 2024 |
| 4-1 | Pay – General | Effective the first (1 st) full Monthly Scheduling Period following ratification | July 1, 2024 |
| 4-2 | Pay Discrepancies | Upon ratification | June 14, 2024 |
| 4-3 | Flight Credit Calculation | Effective the first (1 st) full Monthly Scheduling Period following ratification | July 1, 2024 |
| 4-4 | Pairing Credit Reconciliation | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-5 | Overtime Pay | Upon ratification | June 14, 2024 |
| 4-6 | Length of Service Pay | Effective January 1, 2025 | January 1, 2025 |
| 4-7 | Premium Pay | Effective the first (1 st) full Monthly Scheduling Period following ratification | July 1, 2024 |
| 4-8 | Cancellation Pay | Upon ratification | June 14, 2024 |
| 4-9 | Vacation Day | Upon ratification | June 14, 2024 |
| 4-10 | Deadhead Pay | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-11 | Initial Training Pay | Upon ratification | June 14, 2024 |
| 4-12 | Recurrent Training/Check Pay | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-13 | Transition and/or Upgrade Training Pay | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-14 | Home Based Training Pay | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-15 | Flight Instructor/Check Pilot/LOSA Observer/Standards Pilot Pay | 4-15.03 effective the first (1 st) full Monthly Scheduling Period following ratification | July 1, 2024 |
| | | 4-15.05 effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| | | 4-15.06 effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 4-16 | Taxi Pay | Upon ratification | June 14, 2024 |
| 4-17 | Fatigue Pay | Upon ratification | June 14, 2024 |
| 4-18 | Meeting Pay | Upon ratification | June 14, 2024 |

| | | | |
|------|--|---|------------------------------------|
| 5-1 | Scheduling Review Committee | Upon ratification | June 14, 2024 |
| 5-2 | Crew Planning – Scheduling | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 5-3 | Maximum Days per Monthly Scheduling Period | 5-3.01 effective January 1, 2025 5-3.02-Effective no later than three (3) full Monthly Scheduling Periods following ratification | January 1, 2025 October 1, 2024 |
| 5-4 | Monthly Scheduling Periods | Upon ratification | June 14, 2024 |
| 5-5 | Scheduling Window | Upon ratification | June 14, 2024 |
| 5-6 | Errors in Scheduling | Upon ratification | June 14, 2024 |
| 5-7 | Pairing Construction – Pairing Length | Upon ratification | June 14, 2024 |
| 5-8 | Training Scheduling | Upon ratification Note: 5-8.02 effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 5-9 | Crew Rest – Scheduling Planning | Upon ratification | June 14, 2024 |
| 5-10 | Crew Rest – Day-of Operations | Upon ratification | June 14, 2024 |
| 5-11 | Split Duty Pairings | Upon ratification | June 14, 2024 |
| 5-12 | Duty Period | Upon ratification Note: Change from 45 minutes to 30 (prior to DH) on Reporting Time for a Domestic Duty Period Commencing or Ending with DH effective no later than three (3) full Monthly Scheduling Periods following ratification. | June 14, 2024 October 1, 2024 |
| 5-13 | Maximum Flight Duty Period for Planning Purposes | Effective no later than three (3) full Monthly Scheduling Periods following ratification. | October 1, 2024 |
| 5-14 | Maximum Flight Duty Period for Day-of Operations | Effective no later than three (3) full Monthly Scheduling Periods following ratification. | October 1, 2024 |
| 5-15 | Minimum Monthly Guarantee (MMG), Additional Straight Time & Overtime | Upon ratification | June 14, 2024 |

| | | | |
|------|----------------------------------|---|---|
| 5-16 | Publication of Schedules | Upon ratification | June 14, 2024 |
| 5-17 | Bidding | Upon ratification Note: 5-17.01 a) & b) effective no later than nine (9) full Monthly Scheduling Periods following ratification Note: 5-17.01 q) effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 April 1, 2025 October 1, 2025 |
| 5-18 | Vacation Day | Upon ratification | June 14, 2024 |
| 5-19 | Special Pilot Meetings | Upon ratification | June 14, 2024 |
| 6-1 | Crew Scheduling Phone Recordings | Upon ratification | June 14, 2024 |
| 6-2 | Passive Notification | Upon ratification | June 14, 2024 |
| 6-3 | Active Notifications | Upon ratification | June 14, 2024 |
| 6-4 | Reassignment | Upon ratification Note: 6-4.06 effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 October 1, 2024 |
| 6-5 | Return to Duty | Upon ratification Note: 6-5.01-Effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 October 1, 2024 |
| 6-6 | Voluntary Pairing Extensions | Upon ratification Note: 6-6.01: Effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 October 1, 2024 |
| 6-7 | Voluntary Assignment Swap | Upon ratification | June 14, 2024 |
| 6-8 | Cold Calling | Upon ratification | June 14, 2024 |
| 6-9 | Open Time Assignments | Upon ratification Note: 6-9.02 effective no later than six (6) full Monthly Scheduling Periods following ratification | June 14, 2024 January 1, 2025 |
| 6-10 | Shift Trade | Upon ratification | June 14, 2024 |
| 6-11 | Displacement | Upon ratification | June 14, 2024 |
| 7-1 | Reserve Schedule Construction | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |

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|------|--|--|------------------------------------|
| 7-2 | Reserve Utilization | Upon ratification | June 14, 2024 |
| 7-3 | Reserve Duty Limitations | Upon ratification | June 14, 2024 |
| 7-4 | Crew Scheduling Responsibilities | Upon ratification | June 14, 2024 |
| 7-5 | Pilot Reserve Responsibilities | Upon ratification | June 14, 2024 |
| 7-6 | Voluntary Reserve | Upon ratification | June 14, 2024 |
| 7-7 | Reserve Credit | Upon ratification | June 14, 2024 |
| 7-8 | Voluntary Reserve Credit | Upon ratification | June 14, 2024 |
| 7-9 | Optional Full-Time Reserve Blocks | Upon ratification | June 14, 2024 |
| 7-10 | Call Out Priority | Effective no later than three (3) full Monthly Scheduling Periods following ratification Note: 7-10.04 effective no later than six (6) full Monthly Scheduling Periods following ratification | October 1, 2024 January 1, 2025 |
| 7-11 | Return to Duty (RTD) Reserve | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 8-1 | Hotels – General | Upon ratification Note: 8-1.04 effective no later than six (6) full Monthly Scheduling Periods following ratification | June 14, 2024 January 1, 2025 |
| 8-2 | Hotel Selection Committee | Upon ratification | June 14, 2024 |
| 8-3 | Long Stay Training Hotels | Upon ratification | June 14, 2024 |
| 8-4 | Hotels and Transportation for New Hire Training | Upon ratification Note: 8-4.01 effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 October 1, 2024 |
| 8-5 | Hotels and Transportation for Training Away from Home Base (Excluding New Hire Training) | Upon ratification | June 14, 2024 |
| 8-6 | Hotels and Transportation at Home Base | Upon ratification | June 14, 2024 |
| 8-7 | Hotel Cancellation | Upon ratification Note: 8-7.04 effective no later than three (3) full Monthly Scheduling Periods following ratification | June 14, 2024 October 1, 2024 |

| | | | |
|----------------------|--|---|------------------------------------|
| 8-8 | Reinstatement of Hotel | Upon ratification | June 14, 2024 |
| 8-9 | Location | Upon ratification | June 14, 2024 |
| 8-10 | Transportation to/from Accommodation | Upon ratification Note: 8-10.04 effective no later than two (2) full Monthly Scheduling Periods following ratification | June 14, 2024 September 1, 2024 |
| 8-11 | Ad Hoc Requests for Alternative/Additional Ground Transportation | Upon ratification | June 14, 2024 |
| 9-1 | General | Upon ratification | June 14, 2024 |
| 9-2 | WestJet Savings Plan | July 1, 2024 Note: reenrollment required | July 1, 2024 |
| 9-3 | Profit Share Plan | Upon ratification | June 14, 2024 |
| 9-4 | Owners, Performance Award (OPA) | Upon ratification | June 14, 2024 |
| 10-1 | Per Diem | Effective the first (1 st) full Monthly Scheduling Period following ratification | July 1, 2024 |
| 10-2 through to 10-8 | Licensing Fee | Upon ratification | June 14, 2024 |
| 11 except 11-3.07 | Uniforms Monthly Uniform Maintenance Allowance | Upon ratification Effective the first (1 st) full Monthly Scheduling Period following ratification | June 14, 2024 July 1, 2024 |
| 12-1 | Vacation General | Upon ratification | June 14, 2024 |
| 12-2 | Earning Vacation | Upon ratification | June 14, 2024 |
| 12-3 | Statutory Holidays | Upon ratification Note: Biddable stats effective January 1, 2026 in accordance with LOU 02 – Biddable Stats implementation | June 14, 2024 January 1, 2026 |
| 12-4 | Vacation Bidding and Awards | Upon ratification | June 14, 2024 |
| 12-5 | Vacation Transfers with Position Change | Upon ratification | June 14, 2024 |
| 12-6 | Vacation and Guaranteed Days Off (GDO) | Upon ratification | June 14, 2024 |
| 12-7 | Special Day(s) Off (SDO) | Upon ratification | June 14, 2024 |
| 12-8 | Vacation Reconciliation | Upon ratification | June 14, 2024 |

| | | | |
|--|--|---|---------------------------------|
| 12-9 | Open Time Pick Up on Vacation | Upon ratification | June 14, 2024 |
| 12-10 | Pay In Lieu of Vacation | Upon ratification | June 14, 2024 |
| 13, 14, 15, 16,17 | Training and Training Pilots Layoff and Recall Fillings of Positions Management Pilots Medical Examinations/Assessments | Upon ratification | June 14, 2024 |
| 18 18-3.07 | Leaves of Absences Maternity Leave Top Up | Upon ratification January 1, 2026 | June 14, 2024 |
| 19-1 | Sick – General | Upon ratification | June 14, 2024 |
| 19-2 | Sick Leave Days | Effective no later than December 31, 2024 Note: 19-2.02 13 paid sick leave Days for 2025 and 12 paid sick leave for 2026 | December 31, 2024 |
| 19-3 | Short Term Disability Applications | Upon ratification | June 14, 2024 |
| 19-4 | Return to Duty from Sick Leave | Upon ratification | June 14, 2024 |
| 20 20-1.11 | Benefits Increases to Benefits | Upon ratification August 1, 2025 | June 14, 2024 August 1, 2025 |
| 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 | New Equipment/Type Missing and Internment Relocation Flight Safety Accidents, Incidents and Flight Data Discipline and Dismissal Grievances Arbitration Seniority Probation of New Hires Deductions of Dues and Assessments | Upon ratification | June 14, 2024 |
| 31-1 | Commuting – General | Upon ratification | June 14, 2024 |
| 31-2 | Commuter Hotels | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 32, 33 | Travel Privileges, Association Flight Release | Upon ratification | June 14, 2024 |
| 34-1 | Deadheading – General | Upon ratification | June 14, 2024 |
| 34-2 | Seats for Deadheading | Upon ratification | June 14, 2024 |

| | | | |
|-------------------|---|--|---|
| 34-3 | Deadheading Using Land Transportation | Upon ratification | June 14, 2024 |
| 34-4 | Pilot Initiated Deadhead Modification | <p>Upon ratification</p> <p>Note: 34-4.03 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-4.04 effective no later than two (2) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-4.05 effective no later than two (2) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-4.06 & 34-4.07 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-4.08 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> | <p>June 14, 2024</p> <p>October 1, 2024</p> <p>September 1, 2024</p> <p>September 1, 2024</p> <p>October 1, 2024</p> <p>October 1, 2024</p> |
| 34-5 | Deadhead (Flight Positioning) Cancellation | <p>Upon ratification</p> <p>Note: 34-5.02 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-5.03 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-5.04 effective no later than three (3) full Monthly Scheduling Periods following ratification</p> <p>Note: 34-5.05 effective the first (1st) full Monthly Scheduling Period following ratification</p> | <p>June 14, 2024</p> <p>October 1, 2024</p> <p>October 1, 2024</p> <p>October 1, 2024</p> <p>July 1, 2024</p> |
| 34-6 | Alternate (Third-Party) Carrier Deadheads | Effective no later than three (3) full Monthly Scheduling Periods following ratification | October 1, 2024 |
| 35 35-8 | Miscellaneous and Legal Logbooks | <p>Upon ratification</p> <p>Effective no later than three (3) full Monthly Scheduling Periods following ratification-Contingent on Crew Trax System</p> | <p>June 14, 2024</p> <p>October 1, 2024</p> <p>(Possibly later)</p> |
| 36, 37, 38, 39 | Company-Assigned Equipment Standards Pilots (S1/2/Flight Safety Pilots) Workplace Accommodation | Upon ratification | June 14, 2024 |

| | | | |
|--------|--|---|--|
| | Workplace Inquiry or Illness | | |
| LOU #1 | Accelerated Arbitration | Implemented within 6 months and contingent on arbitrator availability dates | January 14, 2025 |
| LOU #2 | Biddable Statutory Holidays | January 1, 2026 | January 1, 2026 |
| LOU #3 | Flow to WestJet | Backdated to January 1, 2024 | |
| LOU #4 | Pilot Recovery Program | Upon ratification | June 14, 2024 |
| LOU #5 | Regional Experience Incentive Program (REIP) | Backdated January 1, 2024 | |
| LOU #6 | Training/Check Pilots Incentive | First full Monthly Scheduling Period following ratification | July 1, 2024 |
| LOU #7 | Training Schedule Enhancement | 12 months following ratification discuss software provider for bidding Following above date, 6 months approval of the provider Following above date, 6 months will implement software | June 14, 2025 January 14, 2026 June 14, 2026 |
| LOU #8 | Toronto Base Closure | Upon ratification however only activated when the Toronto Base closes | June 14, 2024 |
| LOU #9 | Split Duty Exemption | Upon ratification- projected date for Pasco flying November 2024. | June 14, 2024 |

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No.10 this 5th day of September 2024 at Calgary, Alberta.

For the Company:



Captain Jason Verhaeghe
Director, Flight Operations

For the Association:



Captain Jason Ambrosi
President, ALPA International



Captain Karin Kenny
WestJet Encore Master Executive Council
Chair

In accordance with Section 3-8.01, the Parties hereto have signed this finalized Agreement on the 5th day of September, 2024 at Calgary, Alberta.

For the Company



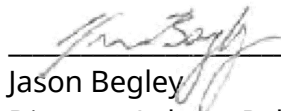
Captain John Aaron
Vice President, Flight Operations



Captain Jason Verhaeghe
Director, Flight Operations



Captain Travis Burrows
Chief Pilot, Line Operations



Jason Begley
Director, Labour Relations



Richard Tanner
Associate General Counsel

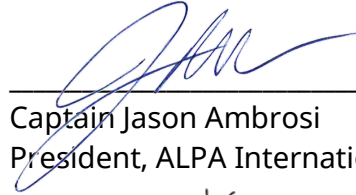


Christopher Atkinson
Senior Manager, Crew Services



Nelson Lee
Director, Financial Planning & Analysis

For the Association



Captain Jason Ambrosi
President, ALPA International



Captain Carin Kenny
WestJet Encore Master Executive Council Chair



Captain Nathan Hamer
WestJet Encore Negotiating Committee Chair



Captain Sean Taylor
WestJet Encore Negotiating Committee



Captain Grayden Kruk
WestJet Encore Negotiating Committee



Alycia Shaw
ALPA Representation Legal Counsel



Rick Simmons
ALPA Representation Legal Counsel



Alisha Visanji
Cost Controller



Lisa Cabalo
Labour Relations Manager



Danielle Mihalic
Labour Relations Advisor



Claire Rahiga-Argento
Labour Relations Coordinator



Samuel Harper
Westjet Encore Master Executive Council
Vice Chair



Mark Circelli
Westjet Encore Master Executive Council
Secretary-Treasurer