

COLLECTIVE AGREEMENT between



and
AIRLINE DIVISION



NOVEMBER 1, 2010 TO OCTOBER 31, 2015

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ARTICLE 1 INTRODUCTION – DEFINITIONS

1.01 Preamble

This Agreement has been entered into between Air Transat A.T. Inc., hereinafter referred to as "the Company", and the Canadian Union of Public Employees (Airline Division), hereinafter referred to as "the Union".

As is customary and barring exceptions, the masculine form has been used to include the feminine, and the singular form includes the plural.

1.02 Purpose of Agreement

The purpose of this Agreement is to provide for the operation of the Company's services, in the mutual interest of the Company, its employees and customers, according to methods that will contribute, to the fullest extent possible, toward the safety of air transportation, the efficiency and economy of operations as well as toward the stability of employment and also toward maintaining reasonable working conditions, particularly insofar as hours, compensation and duties are concerned.

It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively, in the advancement of this purpose.

1.03 Collective Agreement and official languages

The costs of printing and translating the Agreement shall be paid entirely by the Company.

The English and French language versions of this Collective Agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.

All Company instructions addressed to a Cabin Attendant shall be in the official language of the Cabin Attendant's choice. Other written communications addressed to a Cabin Attendant may be written in either official language. Should the language in which a communication is written prevent a Cabin Attendant from clearly understanding it, the Company shall provide the necessary clarification (s).

1.04 Definitions

In this Agreement, the terms below will have the following meanings unless otherwise specified:

Agreement The Collective Agreement consists of the Collective Agreement per se, the Memorandums of Understanding and the Block Rules negotiated between the Company and the Union, including any amendments and interpretations thereto agreed upon and covered by letter and written amendments signed by appointed Union and Company representatives. These written amendments will remain binding on the parties only for the duration of the existing Agreement, unless incorporated into the subsequent Agreement.

Aircraft complement The Cabin Personnel crew complement specified for a flight or a flight sequence.

Block-to-block flight time Flight time begins when the blocks are removed, at time of departure, and ends when blocks are inserted, upon arrival.

Cabin Personnel, Cabin Attendant or Employee Flight Attendant and Flight Director.

Cabin Personnel, Cabin Attendant or Employee on probation An employee who has not completed his probationary period.

Company Air Transat A.T. Inc., including the various services and departments with which Cabin Personnel deals, such as the CSO, Crew Planning, In-Flight Service, Human Resources, Payroll, Interline, etc.

Company service Full period of time during which a Cabin Attendant is considered to have worked for the Company, excluding any period over 31 days, in the case of leave of absence without pay, or 6 months, in the case of illness and work accident, as well as for any temporary layoff period.

Continental flight Any flight originating from any point in North America and landing within the limits indicated on the map in Appendix C of this Agreement.

Date of Hire A Cabin Attendant's 1st day of initial training.

Day Continuous 24 hour period between 00:00 and 23:59.

Day Off The consecutive 48 hour period, in 24 hour segments, from midnight to midnight, during which a Cabin Attendant who has returned to his home base is free from all work-related duties. These days are identified by the letter X.

All scheduled day off periods start at the end of the last duty period upon return to home base.

Deadhead Some form of travel from one location to another by the means of transportation specified by the Company.

Draft In the event of an irregular operation, either at a home base or elsewhere, a Cabin Attendant who is imposed a flight or a flight sequence, in addition to his original pairing, and/or is given a substitution of another flight or flight sequence, although his original pairing/flight is operating, is deemed to have been drafted.

Duty period Period of time defined in Article B6.03.

Ferry flight A company flight, on which there are no revenue passengers, used to position a crew.

First day of assignment The first day of assignment corresponds to the first calendar day of a Cabin Attendant's regular or reserve block.

Flight Period between removal of blocks under aircraft wheels up to the time blocks are re-inserted at time of landing.

Foreign languages Any language other than the two official languages of Canada.

Grey day Grey days are days marked on regular blocks that are other than regular days off or days for vacation, training, meetings, special assignments or trips.

Home base The station, in Canada, where a Cabin Attendant is permanently assigned, for a continuous period of at least twelve calendar months.

I.O.U. A day off owed by the Company to a Cabin Attendant. This day or these days may not be given back to a Cabin Attendant during a rest period and moreover must be added to a period of 48 hours. This day or these days shall be untouchable. Notwithstanding the definition of a day off, the day(s) to be repaid shall be on the day or days of the Cabin Attendant's choice and shall be taken prior to the end of the month (with the hours guaranteed) in which they are owed unless the Cabin Attendant lost the day(s) in the last 7 days of the month. In this case, the day(s) shall be taken prior to the end of the next month and at the Cabin Attendant's request. When a day or days are given back to a Cabin Attendant the following month, a reminder will be sent to the Cabin Attendant before the end of the bidding period.

Layoff Temporary loss of employment due to the Company's internal organization or economic conditions.

Month A complete calendar month for salary purposes, flight time and time on duty. January will be considered to run from January 1 to January 30 inclusively. February will be considered to run from January 31 to March 1 inclusively. March will be considered to run from March 2 to March 31 inclusively. In this way, the first three months of the year will each be 30 days long, except for leap years.

Night Flight A continental flight is considered a night flight when 3 or more hours of the duty period fall between 00:00 and 06:00 - local time.

Open pairing A pairing that has not been assigned during the monthly assignments and/or that becomes available during the month in question.

Overseas flight Any operation conducted from any point in North America to any landing point outside the limits set according to the map in Appendix C of this Agreement.

Pairing A series of flights starting with a flight, or a deadhead flight, that takes a Cabin Attendant away from his home base and that ends with a flight, or a deadhead flight, that brings the Cabin Attendant back to his home base.

Pay period The month consists of 2 pay periods.

Permanent employee An employee working in a position of Cabin Personnel and having completed his probationary period, as defined in ARTICLE 9.

Prone rest A complete period of rest starting from the time the last Cabin Attendant receives the key to his room and it is available for him to rest, until the wake-up call, as stipulated in Articles B13.02.01, B13.02.02 and B13.02.03.

Reference year A full calendar year, from January 1 to December 31.

Regular blockholder A Cabin Attendant awarded or assigned a regular block

Regular block, Reserve block, Mini-Block, Reserve Mini-Block or Shared-block
A Cabin Attendant's work schedule for a given month.

Reserve blockholder A Cabin Attendant awarded or assigned a reserve block.

Reserve duty day A consecutive period during which a Cabin Attendant is obliged to remain available, on call, according to the terms and conditions set forth in the Block Rules. These days are identified by RAM and RPM.

Rest period A continuous rest period at or away from the home or seasonal base during which the Cabin Attendant will be free from all responsibilities. The end of one duty period until the beginning of the next duty period.

Seasonal base A station in Canada operating for a period of at least three calendar months but no more than eleven calendar months.

Special Assignment Any temporary position posted by the company, which is not in conflict with another certification unit, where the Cabin Attendant performs duties other than those related to safety and service onboard. However, these duties may be performed in flight or on the ground. A Cabin Attendant appointed to such an assignment retains all rights provided for in the collective agreement.

Station Any airport destination serviced by Air Transat.

Union The Canadian Union of Public Employees (Airline Division).

Untouchable day off Notwithstanding the definition of a day off, the day off identified on reserve blocks and regular blocks by the symbols **, during which a Cabin Attendant is free from all duties relating to his job and cannot be assigned any work; however, if the trip is extended during the flight, and it overlaps an untouchable day off, this day off will be refunded at the end of this period of untouchable days off.

If the end of this period of untouchable days off is followed by a trip or a vacation day, the Cabin Attendant will choose at what time he is to be given his untouchable day off and this, in accordance with the definition of an I.O.U. This day off will be taken in the same month or in the following month, at the very latest. No operational reasons may be given for not granting a day off in the current month if the Cabin Attendant so requires.

If the end of this period of untouchable days off is followed by a regular day off, it will become untouchable and the CSO will award a regular day off at the end of the period affected. The previous paragraph applies as well.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union recognizes that the control, direction and administration of the Company's business, enterprise and employees are vested solely in the Company.

2.02 Without limiting the generality of the foregoing, the Union recognizes the Company's right to:

2.02.01. maintain order, discipline and the efficiency of its employees and its operations;

2.02.02. hire, classify, assign, transfer, promote, demote, lay off or terminate employment as well as suspend, discharge or otherwise discipline for reasons that are fair and sufficient;

2.02.03. adopt and enforce rules of conduct that are not incompatible herewith and oblige the employees to abide by them;

- 2.02.04.** determine work requirements and qualifications, which must be reasonably related to the work required;
- 2.02.05.** establish consistent standards that must be met;
- 2.02.06.** determine work methods and procedures;
- 2.02.07.** determine the type and location of equipment, schedule its flights, specify its operations bases and extend, reduce, limit, suspend or terminate its operations in whole or in part at any time.

These rights may be exercised as long as they are pertinent and in relation to the nature of Cabin Personnel's duties and responsibilities and not inconsistent with the Collective Agreement.

2.02.08. The Company also recognizes its duty to exercise its management rights fairly and equitably.

2.03 Any of the rights, powers or authority the Company had prior to signing this Agreement will be retained by the Company, except those specifically abridged, delegated, granted or modified by this Agreement.

2.04 Article 2 will not apply to detract from the right of a Cabin Attendant to lodge his grievances in accordance with the provisions of this Agreement.

2.05 Human rights

The Company and the Union agree to continue to respect the intent of the Canadian Human Rights Act.

ARTICLE 3 UNION RECOGNITION

3.01 The Company recognizes the Union as the sole bargaining agent for all Cabin Personnel employed by the Company, in accordance with the accreditation certificate issued by the Canada Industrial Relations Board under the provisions of the Canada Labor Code, unless directed otherwise by the Canada Industrial Relations Board from time to time.

3.02 The Company recognizes that classifications not included in the accreditation certificate may not perform the work of Cabin Personnel covered by this Agreement.

3.03 All passenger flights operated by the Company on its own or leased aircraft will be staffed by Cabin Personnel whose names appear on the system-wide seniority list and whose duties on these flights are exclusive to Cabin Personnel covered by this Agreement; however, when the terms or conditions of a sub-contract are dictated by the lessor, the Company may comply therewith, in accordance with Article B8.

3.04 No specific agreement relating to working conditions that are different from or not covered by this Agreement will be valid unless it has been approved by a duly authorized union representative.

3.05 No Cabin Attendant covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

3.06 Non-application of Agreement

This Agreement does not apply to Cabin Personnel in initial induction training.

3.07 CUPE Office

At all home bases, the Company will provide local union executives with an appropriate closed office space for a desk, 3 chairs, filing cabinet(s), telephone, fax machine and computer near or adjacent to the crew room.

When union executives meet with company representatives at the company's Head Office, an appropriate closed office must be provided for the purpose of internal discussions required to conduct an orderly meeting.

In order to retrieve union files and equipment, the union will have access to the union office in the presence of a company representative.

The Company's regulations and policies as well as applicable government laws must be respected; moreover, it is agreed that the activities carried out on these premises must not go against the Company's mission and objectives. These Head Office premises must be accessible during regular office hours (8:30 to 17:00), Monday to Friday.

3.08 The Company will determine a 2 hours period of time when the Component's union executives may meet with future Flight Attendants, during the initial training period. The Company will also determine a 1 hour period of time when the local's executive may meet with future Flight Attendants, during their orientation period at their respective bases. Such periods shall be determined in advance and the Union shall be advised accordingly.

3.09 The union is allotted 2 hours with the new or current flight directors during training. This must be a full 2-hour period and the scheduling will be determined by the training department.

ARTICLE 4 UNION SECURITY AND DEDUCTION OF UNION DUES

4.01 All present union members in good standing will remain as such for the term of this Agreement.

4.02 All new Cabin Personnel, including Cabin Attendants on probation, will become union members within 30 calendar days from the date of hire and remain as such as a condition of employment. The Company will inform the Union's Secretary-Treasurer of the names, classifications and rates of pay of all new Cabin Personnel when they are hired.

4.03 The Company agrees to deduct initiation fees and union dues, as stipulated in the Union's Constitution, and will give these dues to the Union's Secretary-Treasurer in the form of a cheque, along with the list of members' names, the amounts deducted, the number of hours worked, the rate of pay and gross earnings.

4.04 Union dues will be deducted commencing with the first pay period following the 1st day of the Cabin Attendant's assignment. All union dues for a given pay period will be sent by direct deposit no later than 15 days following the pay period and all paper work will be given to the Union's Secretary-Treasurer at that time.

4.05 The Company will have no financial or other responsibility to the Union or any Cabin Personnel should no deduction be made or should the deductions or remittances be incorrect or inaccurate. In case of error in deducting the dues from a Cabin Attendant's pay cheque, the Company will correct the error directly with the Cabin Attendant. Should the Company make a mistake in the amounts to be remitted to the Union, it will pay the difference in making its next remittance.

ARTICLE 5 UNION REPRESENTATION / SCOPE OF AGREEMENT

5.01 The Company recognizes union representatives duly identified by the Union and moreover recognizes that they may perform their duties in the manner and to the extent provided for in this Agreement.

5.02 The Union will select the above-mentioned representatives and will send the Company written notification of the names of these representatives; moreover, the Union will inform the Company of any subsequent changes, including any representatives added or withdrawn, as set forth in the Union's Constitution.

5.03 It is understood that the above-mentioned union representatives have regular work to perform for the Company and that if, during working hours, they must perform union work related to their responsibilities, they will make an arrangement with their supervisor in order to be relieved of their cabin duties. Under this Agreement, there will be no loss of regular pay. Union officers will be released from their duties depending on operational constraints.

5.03.01 Position of Component President

It is understood that the incumbent of this position will be permanently relieved of his cabin duties for the duration of his term of office; however, he will be considered a permanent Cabin Attendant with full rights and privileges related thereto.

The Company will assume the costs of such relief.

The Component President's pay will be equal to his rate as a Cabin Attendant, in accordance with his level, plus the Flight Director premium established on the basis of 88 hours per month.

5.03.02 Other representatives of the Component

The Company agrees to provide the remainder of the Component with the following bank of hours per month for the purpose of conducting union business, which if not used, the remaining hours shall be cumulative, however, these hours must be taken within the year.

Position of Component Vice-President: 40 hours per month;

Position of Component Secretary-Treasurer: 20 hours per month.

It is understood that remuneration absorbed in this way will be determined according to the hourly rate of the union officer relieved, on the basis of 88 hours per month including the flight Director premium when released for a full month.

Furthermore, the Company will absorb up to 720 hours of release from duty in addition to the hours mentioned above.

5.03.03 Local Unions

It is agreed that Cabin Personnel holding such positions may be relieved of their flight duties for all or part of their term of office while being considered permanent employees, with full rights and privileges related thereto.

In such cases, union officers will be relieved of their duties automatically, without restriction.

The Local Union President will provide the Company, in writing, with the names of the officers of the Union to be relieved of their duties and the periods of time for which these union officers will be relieved, at the Company's expense.

It is agreed that remuneration absorbed in this way will be determined according to the hourly rate of the union officer relieved, on the basis of 88 hours per month plus the Flight Director premium when released for a full month.

The Company will absorb up to a maximum of 27 months (or 2160 hours) of relief for such work.

For months during which the Company does not cover any relief, the terms and conditions under Article 5.05 apply.

5.04 If need be, the above-mentioned union officers, as well as the union representative that has to meet with company representatives, will be entitled to free return transportation on the company's system, subject to availability and in accordance with company regulations as well as any other interline benefits normally accessible to all employees.

5.05 Should a union officer or a committee member be relieved of his duties at the Union's request or in accordance with any other provisions, all flights from which he has been released will be awarded or assigned according to the terms and conditions of the Block Rules.

The Company will absorb the costs relating to replacement of members of the union executive (up to a maximum of 5 members) so they can attend the monthly meetings. As for the meetings agreed to be necessary for preparing negotiations and the negotiations themselves undertaken to renew this Agreement, the Company will absorb the costs related to replacing and transporting the members of the Bargaining Committee (made up of representatives of the Component and 1 representative per home base).

5.06 The Company will provide bulletin boards or a space to be exclusively used for posting union notices at all home bases of Cabin Personnel.

5.07 The Company agrees to provide the following information to the Component President:

- a list of company resource persons, upon request;
- a monthly updated list of Cabin Personnel;
- a monthly list of each Cabin Attendant's monthly flight time as well as the use of reserve duty days on regular blocks;

- a duty-free sales report;
- a list of the employees language of preference, upon request;
- a list of employees who have terminated their employment, monthly;
- a copy of vacation awards;
- a copy of block awards, monthly;
- a copy of updated seniority lists whenever such are completed;
- a copy of all records of awards and assignments to reassignment, open flying, reserve and drafting for each block month, upon request;
- requests for mutual base exchanges, upon request;
- list of those on inactive status, upon request;
- base vacancies and awards;
- a list of employees reassigned due to maternity and duty to accommodate, upon request;
- copies of all Cabin Attendant's time sheets, upon request;
- forecast of crew and Flight Director requirements for each season, upon request;
- specifics of the finances for the Preventive Leave Fund, upon request;
- copy of the final forecast schedule for each season.

5.08 Use of Cabin Personnel's company email addresses and mailboxes/folders by the Union

The Union will be authorized without having to get prior company approval to use Cabin Personnel's company email addresses and mailboxes/folders installed by the Company; however, it is understood and agreed that such use will be limited to CUPE official communications from the Union's local or national executive and not from individuals acting on their own initiative (whether or not they are CUPE officers). The parties mutually agree that any reference to the other party contained in communications distributed through the use of such mailbox facilities should be moderate in tone and factual in content.

ARTICLE 6 OBLIGATIONS OF THE SUCCESSOR AND CHANGE IN OPERATIONS

6.01 In the event that the Company changes ownership, merges with another airline, changes its corporate identity in any way, including the establishment of a subsidiary or by forming a partnership with one or more airlines, or sells or transfers its assets in whole or in part, this Agreement will remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relations Board will not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

6.02 The Union will be notified as soon as the Company decides to:

- operate new aircraft not provided for in this Agreement;
- introduce new or substantially changed customer service;
- operate with modified aircraft;

the purpose of the above is to initiate and conclude negotiations on salaries, if necessary.

ARTICLE 7 CABIN PERSONNEL CLASSIFICATIONS

General Cabin personnel are responsible for performing all en route passenger cabin service and for performing these duties for the safety, welfare, and comfort of passengers. Each member of the Cabin Personnel falls within one of the following classifications.

The company will provide a hard copy of the Flight Attendant safety manual (FAM) to all Cabin Attendants.

7.01 Cabin Attendants

7.01.01 Responsibilities

When assigned to a flight, a Cabin Attendant is responsible for the performance of all ground services, in accordance with the terms of Article B17 and en route passenger cabin services as well as station duties relating to the flight and necessary en route Customs, Immigration and Health procedures. Cabin Attendants shall choose their working position by seniority. The Company agrees to consult the Union before making any changes to the duties of Cabin Attendants.

7.01.02 Emergency Procedures

The Company agrees that Cabin Personnel will be evaluated on their knowledge of emergency procedures at the beginning of their duty period, prior to the departure of the first flight leg; however, such evaluation may not be limited to this period alone.

7.01.03 Annual Training

A Cabin Attendant who fails his requalification exams will be released from his responsibilities without pay until he can re-qualify.

A Cabin Attendant will take a new exam within the 72 hours. A Cabin Attendant who has thus been re-qualified will immediately regain his prior status as well as his Block and the flights marked thereon.

7.02 Flight Director

7.02.01. Preamble:

The Flight Director classification comprises all duties defined below.

A Cabin Attendant is considered to be a Flight Director if he holds a position corresponding to one of these 2 statuses, according to the pertinent terms and conditions of Article 11.

On all flights, it is agreed that the Flight Director is in charge of cabin duties.

7.02.02. Responsibilities

The Flight Director agrees to ensure that the flight is operated according to company service standards and, in this capacity, agrees to distribute the work to the rest of the Cabin Personnel and also to ensure that the work is carried out in a professional and disciplined manner. Without limiting the generality of the foregoing, the Flight Director will perform the following responsibilities:

- ensure the safety and comfort of passengers aboard the aircraft;
- check the knowledge of Cabin Personnel by holding a briefing before departure;
- coordinate the in-flight emergency equipment check;
- coordinate and take part in providing all services in their entirety as defined by In-Flight Service;
- ensure that the various legal documents are available and gather pertinent information about the flight;
- ensure that there are sufficient supplies for the various in-flight services;
- liaise between the employees serving at the counter and the flight deck;
- take part in hiring procedures for Cabin Personnel;
- coordinate the activities of Cabin Personnel and may take certain safety measures, as required;
- ensure that the appropriate announcements are made to passengers;
- gather the amounts of money collected in flight, prepare the deposit and fill out related documents;
- give passengers explanations and assistance for conforming to Customs and Immigration procedures;
- fill out legal documents required by government authorities at destinations;
- ensure that the quality of service meets standards set by the Company and that the various standards, guidelines and policies of the Company are known and respected by Cabin Personnel; for this purpose, he takes part in reviewing Cabin Personnel's performance in keeping with the terms and conditions of Article 29.06;
- liaise with the various authorities, the Company and Cabin Personnel when away from home base;
- perform all other related tasks.

In carrying out his responsibilities, the Flight Director will not have any disciplinary powers within the meaning of Article 29.

The Company agrees to consult the Union before making any changes to the duties of Flight Directors.

7.02.03. The parties agree not to change the role of the Flight Director.

7.02.04. Training of Flight Directors

- 01.** All Cabin Personnel, appointed to the position of Flight Director, who, after having successfully completed their theoretical training period of a maximum of 18 months and will also successfully complete a practical training period of 225 hours. Every complete month of work represents 65 hours or the hours actually worked, whichever is greater. If the Flight Director in training does not complete the current month, the hours recorded are the ones actually worked, or 2 hours and 10 minutes per day on the payroll in this classification, whichever is greater. The Flight Director must be maintained in their position by the company until the end of their probationary period unless it is evident that the individual is not performing successfully.
- 02.** The training program will be determined by the Company.
This practical training, which consists of performing the responsibilities set forth in Article 7.02.02, will start on the date of the employee's appointment to active duty as a Flight Director.
- 03.** The Company agrees to evaluate the Flight Director at least once during this training period in order to give him the support needed to perform the responsibilities related to his new position.
This evaluation covers all aspects of the Flight Director's role, and will be documented. Nothing prevents the Company from carrying out more than one evaluation during that training period.
- 04.** A Flight Director in training whose job ceases for a period of more than 10 consecutive days following a reclassification under Article 17.05, a change in classification or any other absence mentioned hereunder will complete his training upon his return to the Flight Director classification.
- 05.** Following the training provided for in Article 7.02.04.01, the Company will decide whether the Flight Director in training has met the requirements of the position. If he has, the Flight Director may fill this position if his seniority so allows. If the Company deems that the candidate has not successfully completed the training, it is obliged to provide that candidate with its reasons, in writing, within 7 days following its decision. This decision may be contested by the Cabin Attendant through the grievance procedure.
- 06.** A Flight Director is not obliged to undergo more than one initial theoretical training period as provided for in Article 7.02.04.01 unless he has not worked as a Flight Director for a period of 2 or more years.

7.03 Flight Director Coach

The Flight Director Coach will oversee Flight Directors in their practical training or not so that the Flight Director concerned can benefit from the necessary support enabling him to meet the standards that have been set. To do so, the Flight Director Coach may evaluate the Flight Director in training and document that evaluation, in keeping with Article 29.06. It is understood that the Flight Director Coach does not have a disciplinary role.

7.03.01 The Company may assign to this position a qualified Flight Director who so volunteers, for a period of three consecutive months. This period may be changed by consent between the Flight Director Coach and the Company.

Should more than one qualified Flight Director volunteer for such an assignment and have the same skills and abilities, the company must take seniority into account for selection purposes.

7.03.02 In carrying out his responsibilities, the Flight Director Coach will not have any disciplinary powers within the meaning of Article 29.

7.03.03 The Flight Director Coach is deemed to be excluded from the crew complement working the flight when he is on duty as a Flight Director Coach.

7.03.04 The Company agrees to provide adequate training to the Flight Director assigned as a Coach before he performs his new responsibilities.

7.03.05 The monthly working hours of the Flight Director Coach will be agreed upon with the Company in such a way that they allow the supervision of Flight Directors in training while respecting the seniority within the group of Flight Director Coaches.

7.03.06 Compensation for a Flight Director Coach will be a minimum of 75 hours per complete month worked as a Flight Director Coach or Flight Director so that he can reach his minimum monthly guarantee.

7.03.07 The Flight Director Coach may also take advantage of Article B8 to increase his flight time.

7.04 Cabin Attendant Instructor/Cabin Safety Training

With the Cabin Attendant's consent, the Company may assign that Cabin Attendant to a position of Instructor/Cabin Safety Training. A Cabin Attendant assigned, in this way, will be paid 88 hours per complete month worked, at the hourly rate of his classification. A Cabin Attendant is entitled to 15 days off per month.

The Cabin Attendant Instructor who is released for only part of the same month will be paid a 6 hour credit at his hourly rate, including the Flight Director premium.

The Cabin Attendant Instructor who works more than 160 hours in the same month will be paid at time and a half.

Should more than one qualified Cabin Attendant volunteer for such an assignment and have the same skills and abilities, the company must take seniority into account for selection purposes.

In carrying out his responsibilities, the Cabin Attendant Instructor will not have any disciplinary powers within the meaning of Article 29 of Collective Agreement.

The company shall reimburse \$12.00 for the cost of a meal during any training day, without receipt, unless the terms of Article 21.01 apply.

Cabin attendant instructors may give the following training:

- Initial training of new Cabin Attendants;
- Annual training for Cabin Attendants;
- RCR-DEA every year for FD;
- First aid per 2-year period for each Cabin Attendant;
- Training of new FDs;
- CRM training with the Pilots;
- Services training;
- Other commercial training requested by the Company;
- The Cabin Attendant instructors work on the drafting, translation and creation of training programs.

The Cabin Attendant Instructor/Cabin Safety Training remains covered by this Agreement with all rights and privileges related thereto.

7.05 New classifications

Should the Company change or combine a classification or create a new classification covered by this Agreement, it will negotiate, with the Union, the rates of pay that will be balanced with the existing rates of pay for the other classifications. If no agreement is reached, the Union may exercise its right to lodge a grievance within 30 days.

Should the grievance not be settled, it may be brought to arbitration, in accordance with the terms of this Agreement.

7.06 Crew complement

The aircraft complement for a Boeing 757 is:

- 1 Flight Director;
- 5 Flight Attendants.

The aircraft complement for a Boeing 737 is:

- 1 Flight Director;
- 4 Flight Attendants.

The aircraft complement for an Airbus 320 is:

- 1 Flight Director;
- 4 Flight Attendants.

The aircraft complement for an Airbus 330 is:

- 1 Flight Director;
- 10 Flight Attendants.

The aircraft complement for an Airbus 310 is:

- 1 Flight Director;
- 6 Flight Attendants.

The aircraft complement defined above cannot be changed unless by the parties' consent and this notwithstanding the provisions set forth in Article 7.05.

Should new types of aircraft be introduced, the parties agree that the crew complement will be decided by both parties.

Should narrow-body aircraft be put into operation (e.g., Airbus 320, Boeing 737), the regular aircraft complement will take into account the Cabin Personnel/passenger ratio, according to current government standards.

ARTICLE 8 HEALTH AND SAFETY

The members of the Union Health and Safety Committee must meet at least 1 day a month without the Company representatives. These days may coincide with the monthly joint Health and Safety Committee meeting.

8.01 Objectives

In order to prevent occupational illnesses and work accidents as well as ensure the health, safety and hygiene of Cabin Personnel at all times during work and on work premises, the Company will take the appropriate precautions.

For this purpose, the Union will cooperate with the Company through a partnership established in accordance with Part II of the Canada Labour Code.

8.02 Organization and operation of the Health & Safety Committee.

8.02.01 The Local Health & Safety Committee will be made up of 2 union representatives and one Company representative. Any member of the Cabin Personnel may contact one of the union representatives of this Committee.

8.02.02 A Health and Safety Policy committee for Cabin Personnel shall be established in accordance with Section 134.1 of Part II of the Canada Labour Code.

8.02.03 The Committee will operate in accordance with the provisions of the Canada Labour Code and its responsibilities will include:

- on a monthly basis, receiving accident and incident reports as well as investigations relating thereto;
- analyzing reports of investigations relating to accidents that have occurred or that may likely occur, examining and recommending remedial and/or preventive action to eliminate any hazards at the source;
- receiving, from the Company, information relating to:
 - ways and means of preventing contagious diseases likely to exist in the working environment;

- corrective/preventive measures related to dangerous working conditions reports submitted by Cabin Personnel with regard to health and safety matters;
- equipment and protective measures, and participation in evaluating and selecting them;
- job-related contaminants and hazardous materials;
- inspection reports from the safety officer and those of Transport Canada;
- and any information on risks in the working environment that it may be aware of.
- participating in identifying and assessing the risks related to the work performed by Cabin Personnel.

8.02.04 The Company will make available to Committee members both the documents and the information required for their work, i.e.:

- draft minutes of Committee meetings, no later than 15 days after a meeting has been held;
- a copy of accident reports given to the CSST, WSIB and WCB as well as a copy of the investigation reports related thereto, on a monthly basis;
- up-to-date statistics on work accidents (frequency/seriousness indexes);
- inspection reports from the safety officer and Transport Canada;
- a copy of guidelines issued on health/safety and hygiene for Cabin Personnel;
- statistics on the results of any study of an epidemiological nature that the Company has commissioned;
- all legal or technical documents that pertain to the Committee's purposes;
- the amount of contributions made to the CSST, WSIB and the WCB;
- in addition, the Company will notify the Committees members as soon as a Cabin Attendant exercises his right of refusal or as soon as a major work accident has occurred;
- Every two years, a training course, chosen by the joint committee, will be offered to all Cabin Personnel and paid for by the Company.

8.02.05 Cabin Attendant representatives who are members of the Health and Safety Committee, defined in Article 8.02, will be paid as per the Canada Labor Code Part II to carry out all activities for which the Committee is responsible, including accompanying the safety officer during an investigation or when a Cabin Attendant exercises his right of refusal. It is agreed that 10 hours of flight time credits per day (for

the preparation, meeting and follow-up thereof) will be paid to each representative taking part in an agreed upon meeting.

The company agrees to release union representatives for a total annual maximum of 18 days without loss of pay to prepare the joint Health and Safety Committee monthly meetings. These releases from duty may only be used for days immediately preceding the joint Health and Safety Committee monthly meeting and may not result in any additional transportation costs to the Company.

Granting these hours cannot result in payment of overtime to those Cabin Attendants.

The Company agrees to release the Cabin Attendant representatives who are members of the Committee, without loss of pay, for a maximum of 3 days each, for their initial health and safety training. This training and the conditions relating thereto are available only for a full 2 year term of office for each position.

8.03 Obligations

8.03.01 The Company will not require its Cabin Personnel to take part in searches aboard aircraft or on work premises at the time of a bomb scare nor on the ground, in the event of a suspicious parcel or unidentified baggage.

Nevertheless, the obligations stipulated in the Cabin Personnel's Procedures Manual apply to in-flight situations.

8.03.02 As soon as it is informed, the Company (Captain) will notify Cabin Personnel of any of the above-mentioned incidents.

8.03.03 Cabin Personnel will not be called upon to operate an aircraft subject to an incident mentioned above in Articles 8.03.01 and 8.03.02, before the appropriate authorities have ruled out any possibility of danger.

8.03.04 The Company will provide Cabin Personnel, free of charge, with any equipment and protective measures against illness and risks to which they may be exposed in their work, all in accordance with the Committee's recommendations.

8.03.05 The Company shall notify the Health and Safety Committee as soon as it becomes aware that a Cabin Attendant has been in contact with an infectious disease. The Company will also notify the Cabin Personnel operating a flight whether there is a possibility of coming into contact with a contagious person.

8.04 Rehabilitation program

A Cabin Attendant who, following a work accident or an occupational illness, is given a temporary assignment or benefits from a rehabilitation program, as defined by the Act respecting industrial accidents and occupational diseases, may be offered duties that are compatible with the Cabin Attendant's medical condition, either within or outside the scope of the certification unit.

In this assignment process, the Company will try and take the Cabin Attendant's training and experience into consideration, as well as the expected duration of such assignment.

In such cases, the Cabin Attendant concerned will comply with the work schedule of the assigned job, if assigned outside the scope of the certification unit unless the restrictions, according to the medical certificate from the Cabin Attendant's disability, necessitate the Company to accommodate him.

The Cabin Attendant will maintain his participation in the Employee Benefits Plan as outlined in Article 32 and the Travel Benefits Plan outlined in Article 35 of the collective agreement.

8.05 Permanent Reassignment

Insofar as possible, the Company will try to reinstate in the Company any Cabin Attendant who can no longer perform his duties.

8.06 List of Cabin Attendant workplace injuries

Every month, the employer shall automatically provide a list of Cabin Personnel injured at work, as well as their temporary assignment.

8.07 Serious incident on board aircraft

When a serious incident occurs on board a flight, the Cabin Attendant, following a debriefing, will be offered a rest period greater than his legal rest before returning to his regular work. The affected Cabin Attendant(s) shall speak to a member of the Union Health and Safety Committee before returning to work.

8.08 Quality and Safety Management System and Quality and Safety Management Committee

The Company and Union commit to abide by the regulations established in the Quality and Safety Program as described in Appendix G of the present Collective Agreement.

ARTICLE 9 PROBATIONARY PERIOD

9.01. All new Cabin Personnel will be on probation for 6 months from the date of their assignment to active duty as a Flight Attendant.

A Cabin Attendant's probationary period starts on his first day of assignment.

9.02. A Cabin Attendant on probation whose employment is terminated for more than 10 consecutive days due to a layoff, work accident, illness or any other absence allowed hereunder, must complete his probationary period upon his return to work.

9.03. Cabin Personnel will not be required to undergo more than one probationary period.

ARTICLE 10 SENIORITY

10.01 A Cabin Attendant will receive his seniority standing on the day that he completes his training, and this number will be retroactive to the date the Cabin Attendant was hired. If the seniority date of 2 or more Cabin Attendants is the same, their order of seniority will be determined by their drawing lots. Each Cabin Attendant who has achieved an average above 94% during training will receive an additional lot for the draw.

10.01.01 Recognition of seniority - Flight Director

Seniority in the group of Flight Directors has already been established and accepted by the Company and the Union. All new Flight Directors will be added according to their Company seniority standing.

10.01.02 Recognition of seniority - Cabin Attendant Instructor

The seniority list of the Cabin Attendant instructor has been recognized and accepted by both the Company and Union. All new Cabin Attendant instructors will integrate the seniority list as per their Company seniority.

10.02 The Company will prepare and post a seniority list and a list of probationary Cabin Personnel within 30 days after signing this Agreement. These seniority lists and those of probationary Cabin Personnel will be updated and posted twice a year (December 1 and June 1) and a copy will be given to the Union. Each Cabin Attendant will have the right to contest under the terms set forth under Article 28, any omission or error relating to his order of seniority. If, at the time of posting, the Cabin Attendant is on vacation, on leave of absence without pay, away from his home base or on sick leave, or on maternity he or she may contest upon his return to work, in accordance with the terms set forth under Article 28.

A copy of the seniority list of Cabin Personnel system-wide will be sent to the Union on a monthly basis.

10.03 A Cabin Attendant will lose all his seniority and his employment will be terminated if:

- a) he voluntarily terminates his employment within the Company;
- b) his discharge has been upheld;
- c) following a layoff, he has not been recalled to work within 60 months;
- d) if he does not report to work at the end of leave of absence without pay, except in the case of illness or other legitimate reasons.

10.04 Transfer outside the scope of the certification unit

10.04.01 A Cabin Attendant transferred or promoted to a position outside the scope of the certification unit, will maintain and accrue his seniority for years of service and classification for a period of 12 consecutive months from the date of transfer or promotion, except for periods of absence due to illness, injury or maternity leave. At the end of this period, the name of that Cabin Attendant will be removed from the seniority list.

01 Moreover, a Cabin Attendant concerned by this clause will pay union dues. If he refuses to do so, he will lose his seniority rights. This clause does not apply if the Cabin Attendant concerned pays union dues to another union unit during the period of reference, notwithstanding Article 4.01.

02 Furthermore, a Cabin Attendant outside the scope of the certification unit but who pays union dues will respect the Union's Constitution.

10.04.02 When a Cabin Attendant is transferred to a ground position within the Company following disability resulting from illness or injury or is on leave of absence without pay due to this illness or injury, he will continue to accrue his seniority for this period of illness or injury until he can resume active duty or until he is declared definitely unfit to perform his work.

10.05 A Cabin Attendant may refuse any temporary or permanent assignment outside the scope of the certification unit.

10.06 A Cabin Attendant may accept a temporary assignment outside the scope of the certification unit subject to the following conditions:

- assignments last 90 days or less;
- these assignments do not total more than 365 days during the term of this Agreement.

ARTICLE 11 FILLING VACANCIES

11.01 Job posting bulletin

As soon as a vacancy arises, the Company will post a separate bulletin at all bases for each position, indicating la classe et/ou le statut;

- 1) classification and/or status;
- 2) position to be filled;
- 3) base;
- 4) scheduled effective date of position;
- 5) whether the vacancy is permanent or temporary;
- 6) duration of assignment.

A copy of this bulletin will be sent to the Union at the time of posting.

11.02 Procedure

All Cabin Personnel who want to hold a posted position will submit their application in writing, including Cabin Personnel who already hold such a position and want to be transferred to another home base.

11.03 Posting period

The posting and application period for job vacancies will be 14 consecutive days; however, if the expiry date falls on a Saturday or Sunday, the deadline will be postponed to the next working day.

11.04 Procedure for absent Cabin Personnel

All Cabin Personnel who are absent will provide the Company with their addresses and phone numbers. The Company will make the required effort to notify any absent Cabin Attendant.

The Company will fax the appropriate information to Cabin Personnel on layover.

11.05 The Company will give the Union a list of applicants for posted positions.

11.06 Seasonal bases

11.06.01 The vacation of a Cabin Attendant assigned to a seasonal base will be the same as that provided for under article 15.

In general, no shared block, mini-blocks and/or leave of absence without pay may be granted to a Cabin Attendant assigned to a seasonal base.

Moreover, the Company will provide for a sufficient number of reserves to meet aircraft complement requirements at seasonal bases.

11.06.02 The Union will be notified if any new bases are opened, regardless of their status, at least 60 days before the start of the operation in accordance with the terms set forth under 11.01 and 11.03.

Within 15 days of the notice served above under Article 11.06.02 the parties will discuss any additional allowances for travel, moving or other services to be made available to Cabin Personnel for their transfers.

11.06.03. Rules for granting transfers

- a) Transfers will be granted by order of seniority, in each classification, while complying with the language qualification requirements relating to official languages.
- b) 45 calendar days before the date set for opening the base, the Cabin Attendant concerned will give confirmation in writing to the Planning Department (Senior Planner / Crew Requirements) of his intention to transfer, if his seniority allows him to do so.
- c) Then, the Cabin Attendant who has confirmed his intention to transfer and who obtains the position will be notified between the 45th and the 30th day before the start of the assignment.
- d) The Cabin Attendant will have 24 hours from this transfer notice to change his decision either in writing or by speaking to the Planning Department (Senior Planner / Crew Requirements). Once this time limit has expired, the Cabin Attendant will report to his new home base on the scheduled date.
- e) The above-mentioned time limits apply when the Cabin Attendant is at his home base or has to be contacted at his destination, if he is on a layover.
- f) Once the seasonal base is closed, the Flight Director will return to the permanent base to which he was previously assigned in order to be reinstated in his company seniority standing within his higher classification.
- g) The Cabin Attendant assigned to a seasonal base will be relieved of his duties for 3 consecutive days (or 5 consecutive days if the new home base is more than 500 kilometers away from his home base), without losing any pay, so that he can find a place to live and move there. Similarly, when these bases are closed, the Cabin Attendant will have 3 consecutive days (or 5 consecutive days if this base is more than 500 kilometers away from his home base) without loss of pay, to go to his new home base.
- h) In the case of a seasonal base, the transfer and bumping procedures will be the same as those specified in article 10, 11 and 12.

11.07 For a seasonal base, when a new base opens or during a seasonal bump (Article 12.11) the Cabin Attendant will benefit from the following allowances:

- a) Round-trip air transportation with a confirmed ticket, or a refund, at the company rate (minimum 0.25\$ per km, round-trip) if he uses his personal vehicle to go to his new base, up to a maximum of 500 km there and 500 km back.
- b) A travel allowance of 400\$.
- c) Free cargo transportation of his personal belongings, without any weight limit.
- d) The Company insures the Cabin Attendant's belongings when transporting them on Air Transat flights.

11.08 Mutual base exchange

11.08.01 Two Cabin Personnel or more may exchange bases, taking into account their seniority and language qualifications needed at each base, even though there are no vacancies at the base during that period.

11.08.02 Cabin Personnel wishing to exchange bases must fill out the appropriate form available in the crew room and send it via registered mail or fax to the Planning Department (Senior Planner / Crew Requirements) not later than the 1st of the preceding month.

11.08.03 In the case of more than one Cabin Attendant wanting to exchange bases with another Cabin Attendant, the most senior Cabin Attendant will take priority.

11.08.04 Cabin Personnel may remove their request at any time by fax or email or by sending a registered letter advising the Planning Department (Senior Planner / Crew Requirements) by the 12th of each month.

11.08.05 The requests for a base exchange shall be kept by the Company until December 31 of that year.

11.08.06 Cabin Personnel who are offered a mutual base exchange have 48 hours upon receipt of the offer, which will be in writing, to give the Company his answer in writing.

11.08.07 Cabin Personnel cannot change his answer once it has been given except by mutual agreement between the Company and the Cabin Personnel involved.

11.08.08 Cabin Personnel granted a mutual base exchange shall have up to 15 days off without pay to move to/from the new base, unless it has been mutually agreed otherwise by the Company and the Union.

11.08.09 A mutual base exchange shall not create or fill a vacancy at a base.

NOTE: A Cabin Attendant who wishes a mutual base exchange and the exchange is done in a different classification, the Cabin Attendant may exchange with a Cabin Attendant in a lower classification. In this case, such Cabin Attendant shall lose their higher classification until the next Flight Director bid as per the following Article.

11.09 Filling Flight Director Positions

A candidate for a position as Flight Director agrees to remain in that position for a period of 36 months, from November 1 to October 31, as long as he has the required seniority to continue holding the position of Flight Director.

The Flight Director may choose an assignment at another permanent base, if he so wishes; however, he is subject to the same restrictions as those specified in Article 11.11. His name will then be entered at the end of the seniority list in the Flight Director classification until the expiry of the 36 month period under way.

At the time of the following annual posting, the Flight Director will be reinstated in his company seniority standing in his classification.

A Flight Director who is unable to fulfill his duties, for exceptional reasons, shall submit to the In Flight Service department, in writing, a request to be permanently demoted to the position of Flight Attendant.

11.09.01 Annual posting

On September 22, the Company will post the positions of Flight Director planned for all its annual operations (permanent and seasonal bases) in order to carry out the bids on November 1 of each year.

On August 12, the Company will send all Flight Directors concerned, whether they are holding a position or not, an annual form for filling the positions. The Flight Director will fill out the form and return it to the Company no later than September 12, in order to:

- renew his term of office in his status, as long as staffing requirements for the new period so allow; or
- notify the Company of his voluntary exclusion; or
- give up his position or his status as Flight Director.

A Flight Director who fails to return the form to the Company by the deadline will be considered to have renewed his classification.

In order to fill the Flight Director positions that are available, the Cabin Attendant on the promotion list will be given priority consideration, according to their seniority. If there are any Flight Director positions still available, the Flight Attendants bidding for them will be selected according to their seniority.

In order to fill the Flight Director positions, only seniority will be taken into consideration, provided that the candidates have a working knowledge of the official languages of Canada.

a) Involuntary exclusion

A Cabin Attendant who wants to maintain his Flight Director position for another 36 month period but who cannot do so, due to a staffing reduction for the new period of his classification, will be reinstated in the classification during the 3 years when additional operational requirements call for another Flight Director on the annual list. Such reinstatement will be carried out by order of seniority. When a Cabin Attendant on involuntary exclusion is reinstated and positions are still vacant, the Company will

proceed with a posting according to the terms and conditions set forth in Article 11.09.01 or 11.11, as the case may be.

b) Voluntary exclusion

A Cabin Attendant who acts as a Flight Director may voluntarily exclude himself from the classification for one year, at the end of a given period of time.

At the end of the period of voluntary exclusion, the Cabin Attendant may be reinstated in the classification if his seniority so allows. If he voluntarily decides not to be reinstated in the classification, the Cabin Attendant then gives up his position. If the Cabin Attendant wants to be reinstated in the classification, but does not have the seniority required, he will be subject to the procedure specified in a).

11.10 When a situation as defined in a) or b) occurs, the Company may give the Flight Director additional training if it deems it appropriate.

Only a Cabin Attendant whose name has never been marked on the annual Flight Director list will be subject to the appointment procedure in accordance with the criteria specified in Article 11.09.01.

Furthermore, any new Cabin Attendant appointed to the position of Flight Director will complete his training period as defined in Article 7.02.04.

11.11 Posting during the year for additional unforeseen needs

During the period between November 1 and October 31, if one or more Flight Directors are appointed to fill additional unforeseen needs, their names will be added to the end of the list established on November 1 of the previous year.

Thus, for the remaining duration of that 12 month period, the Flight Director will hold classification seniority that is below those who have been in their positions since November 1 of that period. At the end of that period, the Flight Director appointed during the year will be reinstated in the seniority standing to which he is entitled, according to his Company seniority number, if he volunteers for the new 12 month period.

11.12 Draft to Flight Director classification

If, on November 1, at one of the operations bases, the number of candidates for the Flight Director position is insufficient, the Company may assign Flight Attendants from that base, in reverse order of seniority, to a Flight Director position at that base, for the next 12 month period, if those Flight Attendants have a minimum of 1 year's seniority, and as long as they have a working knowledge of the official languages of Canada.

However, such assignment will be cancelled as soon as the number of Flight Directors is reached 1 for 1.

11.12.01 If a Cabin Attendant who is drafted to the list of Flight Director chooses to remain on the list as a permanent position, he may do so at any time. He will notify the Company by the 12th of the previous month. From that point on, the Cabin Attendant will no longer be considered a draft and he will take his seniority standing.

They will benefit from the same training specified in Article 7.

11.12.02 Drafted Flight Directors can decide to become permanent as per Article 11.12.01. However, they must remain in that classification as per Article 11.12.

11.13 Monthly downgrade

11.13.01 Flight Directors may request to be downgraded on a monthly basis. Requests shall be granted by seniority during a month where there is a staffing overage of Flight Directors. These requests will be granted on a rotational basis by seniority. A Flight Director that refuses the downgrade will lose their turn. The Flight Director that is downgraded will maintain the Flight Director premium.

11.13.02 The Flight Director who makes a request to downgrade, must do so without any restrictions (ex. If on reserve, if a more senior downgrades etc.), as this will not be considered.

11.13.03 Requests must be sent to the Planning Department (Senior Planner / Crew Requirements) no later than the 9th of the month prior to the month for which the downgrade is requested.

11.13.04 Requests for leaves of absence, shared blocks, mini blocks and vacation will take priority.

11.13.05 Requests to downgrade will not be granted, if a Flight Director has to be drafted.

ARTICLE 12 LAYOFF AND RECALL

12.01 Prior to any layoff, the Company will post a bulletin in order to offer leaves of absence without pay to an equivalent number of Cabin Personnel.

Before resorting to layoffs, the Company will notify the Union 30 days in advance in order to give the parties an opportunity to find ways and means of preventing the layoffs or of minimizing the adverse effects. For this purpose, the parties will try and find appropriate alternatives that could be offered to Cabin Personnel affected.

Such methods of preventing layoffs shall include but not be limited to:

- mini-blocks;
- reserve mini-blocks;
- personal leave of absence without pay;
- educational leave of absence without pay;
- change of vacation on a voluntary basis to the time of the lay off.

Furthermore, during peak seasons, the Company may offer by seniority, to a maximum of 15 cabin personnel from a base where layoffs are expected, to be assigned to another base as determined by the Employer for a period of 4 months. The Company, in addition to the benefits provided in article 11.07, pays a monthly allowance in the amount of 750.00\$ to the cabin personnel agreeing to such an offer. The cabin personnel agreeing to such an offer must complete the assignment. The cabin personnel may take up to a maximum of one week off during this period subject to management's authorization and only if it does not prevent another cabin personnel

from that same base to take days off. These reassignments are offered twice yearly to the flight attendant classification only. The number of cabin personnel that may be assigned may be revised by mutual agreement September 1 of each year.

As to the application of preventive methods provided in the collective agreement, the Company, on a monthly basis, before proceeding with layoffs, offers them in bases where layoffs have occurred to affect cabin personnel. The number of mini-blocks leaves of absence without pay for personal reasons or study leaves and the voluntary transfers of annual vacations authorized by the Employer to cabin personnel in bases not affected by layoffs cannot exceed the following:

- The equivalent of 25 cabin personnel if only one base is affected by a layoff;
- The equivalent of 30 cabin personnel if more than one base is affected by layoff.

12.02 Cabin Personnel and the Union will be given prior written notice of at least 15 days with regard to all layoffs.

If such advance notice cannot be given, compensation equivalent to the number of days (weeks) that the notice is short will be granted to the laid off Cabin Attendant. Such compensation will be equivalent to 4 hours of flight time per day thus missing.

12.03 Layoff notices will be sent by registered mail and the date of receipt used to calculate the period of advance notification shall be considered to be 2 days after the mailing date.

12.04 Bumping

Should there be a reduction of Cabin Personnel, Cabin Personnel will be subject to layoffs in reverse order of seniority, i.e., the Cabin Attendant with the least seniority will be affected first.

A laid off Cabin Attendant may bump one with less seniority in a lower classification.

Each Cabin Attendant bumped in this way may exercise his seniority rights as described in this paragraph, provided that there is a Cabin Attendant who has less seniority than he has.

Only a Cabin Attendant in a Flight Attendant classification may exercise his bumping privileges at another base for the sole purpose of retaining his job.

A laid off Cabin Attendant will inform Planning Department (Senior Planner / Crew Requirements) of his decision in writing within 72 hours from the date of receipt by registered mail of his layoff notice.

A Cabin Attendant who exercises his bumping privileges is considered to be active at his temporary base after having completed the pairings (and/or reserve days) scheduled on his block awarded and worked at his home base.

Furthermore, the Company will allocate the period of time referred to in Article 11.06.03 g) to reach his temporary base and will facilitate the transportation of the Cabin Attendant exercising his bumping privileges.

12.05 Recalls to work will be carried out in reverse order of layoffs or bumping. The Company will notify the laid off Cabin Attendant, according to his seniority standing, of any recall, even in the case of recall at a base other than the one where he is normally assigned; moreover, it is agreed that a Cabin Attendant may refuse recall to another base, without prejudice to his subsequent recall rights.

12.06 Recall notices will be sent to Cabin Attendants in writing by registered mail at their last known address, at least 14 days in advance. On receiving such notice, which shall be considered to be 2 days after the mailing date, a Cabin Attendant will have 7 days to notify the Company of his intention to return to work.

It is the Cabin Attendant's responsibility to promptly send the Company written notification of any change of address.

12.07 A Cabin Attendant may, within the time limits stipulated in Article 12.06, agree to return to work or remain on the layoff list, on a voluntary basis only.

If, under exceptional circumstances, the Company needs additional Cabin Personnel for a maximum period of 14 days and it cannot respect the time limits stipulated in Article 12.06, it may recall Cabin Attendants, with the Union's consent, in reverse order of layoffs; however, no penalty may be claimed by a Cabin Attendant who could not be reached on the first telephone call or who was not willing to perform such work.

12.08 Recall rights will terminate 60 months after the date of layoff, in accordance with Article 10.03 c).

12.09 A Cabin Attendant notified of an assignment of less than 31 days may refuse recall. A laid off Cabin Attendant who refuses an assignment of less than 31 days will remain on the layoff list according to his seniority.

12.10 Inasmuch as the terms of Article 12.06 have been followed, a Cabin Attendant who is laid off will be considered to have resigned from the Company in the following cases:

- He fails to accept or respond to notice of an assignment of 31 days and over at his home base.
- He fails to report for work on the date scheduled as mentioned on his recall notification, as stipulated in Article 12.06 without reasonable justification.

12.11. Days off

Under the terms of Article B6.02 or B9.02.01, a Cabin Attendant who is laid off or recalled to work will be granted a number of days off prorated according to the number of days when his name was on the payroll.

12.12 For insurance purposes, a Cabin Attendant laid off for a specified period of over 31 days cannot continue to benefit from the insurance plan, starting from the very beginning of his layoff period.

ARTICLE 13 LEAVE OF ABSENCE WITHOUT PAY

13.01 Personnal or educational leave

When the requirements of the service so permit, a Cabin Attendant who has completed his probationary period may, upon written request submitted no later than the 12th of the month preceding the leave of absence without pay, be granted such leave for up to 1 year. This leave may be extended.

13.01.01 When a Cabin Attendant cannot give such advance notice, he may make a special request, which will be examined by the Company according to the urgency of the situation and the possibility of replacing him on short notice.

13.01.02 A Cabin Attendant will retain and accrue seniority while on leave of absence without pay; however, unpaid leave of absence of more than 31 days will not be recognized for pay progression. Vacations and sick leave credits will stop accruing for unpaid leave of absence of over 31 days. A Cabin Attendant may maintain their group insurance during his leave of absence, however, he will have to pay both his and the employer's portion of the insurance premiums.

13.01.03 Any training course not required by law shall not be imposed upon a Cabin Attendant who is on an unpaid leave of absence.

13.02 Union leave to perform full time duties as a union officer

13.02.01 The Company will grant a union leave of absence without pay for the duration of the term in union office to any employee duly elected to serve as one of the full time Union Division/National officers. An employee on such union leave shall have the right to return to duty at any time prior to or upon the expiration of his term of office subject to advance notification to the Company before the 12th of the preceding month or at the latest 14 days before his return to duty.

13.02.02 Such leave of absence shall be extended should the employee be subsequently re-elected.

13.03 Leave to perform full time duties as union staff/union position

13.03.01 The Company will grant a union leave of absence without pay to any employee who is hired by the Union. Such leave shall be for 2 years and shall be extended upon request. An employee on such union leave shall have the right to return to duty upon 30 days notification.

13.03.02 An employee on union leave as per Articles 13.02.and 13.03 shall retain and accrue his seniority rights, and his travel pass benefits as stipulated under article 35.

13.03.03 An employee on union leave as per Articles 13.02.and 13.03 shall have the right to remain on the Company's benefit plan. In this case, the Union shall pay the Company's portion of the cost related to maintaining any benefit for the employee.

13.03.04 All requests for union leave for Union Division/National officers and staff other than full time shall be granted without restriction.

13.04 A Cabin Attendant on leave of absence without pay will notify the Company of his intention to return to work in writing no later than the 12th day of the month prior to his return to work.

On the Cabin Attendant's return from such leave of absence, the Cabin Attendant will regain the status that his seniority standing allows him to have at his home base.

13.05 For any leave of absence without pay of 31 days or less, the Company will maintain the insurance plan to which the Cabin Attendant is entitled, in accordance with Article 32.

13.06 All leaves of absence without pay will be deemed irrevocable unless there is a mutual agreement in writing between the Company and the Cabin Attendant.

13.07 Domestic violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed 30 calendar days.

Requests submitted under the terms of this Article will be treated as confidential by the Company and are subject to the terms of Article 16.04. Furthermore, the employee must inform the Company of his absence in accordance with the terms of Article 16.01.

13.08 Wedding / union celebration leave

Cabin Personnel shall be granted, without pay, a leave of absence not to exceed 14 days to attend their own wedding upon written request by the 12th of the month prior to the month in which the leave is requested.

ARTICLE 14 LEAVE OF ABSENCE WITH PAY

14.01 Bereavement leave

The Company will grant a Cabin Attendant paid leave of absence (including flight time and credits scheduled during the period of leave) in the event of death of a family member, in accordance with the following specifications:

ÉVÉNEMENT	PÉRIODE DE TEMPS
<u>Spouse / partner, child, spouse's / partner's child</u> , father, mother, brother, sister, legal guardian or adoptive parents.	5 consecutive days
Father-in-law, mother-in-law, brother-in-law, sister-in-law or any relative permanently living at the Cabin Attendant's home or at whose home the Cabin Attendant has been living on a permanent basis.	3 consecutive days
Grandfather, grandmother or <u>spouse / partner</u> grandfather or grandmother, <u>uncle, aunt, nephew, niece, son-in-law, daughter-in-law, step-son and step-daughter.</u>	1 day

NOTE : One day may be set aside to attend the funeral.

EXAMPLE: If a member of the Cabin Attendant's immediate family dies on a Friday and his scheduled days off are Saturday and Sunday, bereavement leave will apply only to the following Monday in the case of a father-in-law, etc. and to the following Monday, Tuesday and Wednesday in the case of a spouse, common-law spouse, child, father, mother, brother, sister, legal guardian or adoptive parents.

Extension of leave Such bereavement leave will be extended 2 calendar day in cases where the funeral is held over 250 km away from the Cabin Attendant's main residence.

NOTE: The employer may grant additional unpaid leave to any employee on a compassionate basis.

14.02 Return of a Cabin Attendant on duty

The Company will allow a Cabin Attendant on duty to return home, or at his request, any other home base at the company's expense and as quickly as possible, in the event of the death of a spouse/partner, a common-law spouse, a child, father, mother, brother or sister.

14.03 Jury duty

If a Cabin Attendant is called or assigned as a juror or Crown witness or for any quasi-judicial case the Company will grant him leave of absence and pay him the difference between the credits planned on his regular block or reserve block for the calendar day(s) in question and the amount he receives in performing such civic duties.

The provisions of the above paragraph concerning quasi-judicial cases shall only apply when the Company is directly involved in the case in question. Furthermore, only one Cabin Attendant is entitled to these provisions in such a case.

Moreover, a reserve blockholder is deemed to be entitled to a credit of 4 flying hours per day for such an activity. For the purpose of applying the Agreement during such leave, the Cabin Attendant will be considered to be at work.

14.04 Legal services

The Company agrees to provide legal services, free of charge, to a Cabin Attendant subject to legal proceedings by someone who does not have employee status, as a result of an incident that occurred while the Cabin Attendant was on duty working for the Company or due to a consequence of duty. This rule will also apply to the estate of a Cabin Attendant subject to legal proceedings resulting from an incident that occurred when the Cabin Attendant was on duty; however, the Company will not be obliged to provide such services when the Cabin Attendant has been found guilty of an act, criminal negligence or a serious offence.

14.05 Disclosure of information

During an investigation following an incident that occurred while the Cabin Attendant was on duty, the Cabin Attendant and/or his representatives will have access to all information, concerning that incident, coming under the Company's authority.

14.06 Personal emergency days

On an exceptional basis, a Cabin Attendant may be absent for a personal emergency. Such an absence is deemed to be with leave if the Cabin Attendant complies with the time limit specified in Article 16.01 and if he justifies his inability to report for work.

In the case of an absence where leave is granted in this way, a Cabin Attendant may obtain compensation for lost credits by requesting the application of sick leave credits provided for in Article 16.01.03 notwithstanding the preamble of Article 16. Moreover, the Cabin Attendant may ask that credits from overtime, a draft, open flight or training days be transferred to his bank of sick leave credits in order to restore that sick leave bank.

A Cabin Attendant will fill out the appropriate form no later than the last day of the current month. Should the personal emergency day occur within the last seven days of the month, the form must be submitted, at the latest, by the 4th of the following month. Advance notice will be given to the Company in accordance with Article 16.

An employee who wishes to reimburse the sickness credits used to cover a Personal Emergency Day (PED) may use the following:

- Overtime,
- Open flying,
- Drafts (if over 65 hours),
- Training credits.

The credit chosen by ticking the appropriate box on the PED form will be credited in the employee's sick bank until full reimbursement of the borrowed credit for that day.

The employee has 6 months from the day he uses a PED to reimburse his sick bank.

Furthermore, it is understood, that a PED is granted for one day only, except when it is a multi-day pairing. If the event is longer than one day, the first day will be considered as an emergency, and the following days will be considered as leave of absence without pay if they are authorized by In-Flight Service.

14.07 Time bank

Any request for time off shall be dealt with as per Article 13.01 or any other related article and is not related to the cashing out of any time bank credits.

The Company will keep a cumulative record of flight credits in a time bank which will be divided into 2, one being a time credit bank, the other a time cash bank. These time banks will be balanced on a monthly basis.

14.07.01 Time cash bank

When a Cabin Attendant would like to place items in his time cash bank, he must notify the Company in writing, no later than the 3rd of the following month, as to the items he would like to be moved to his bank. A Cabin Attendant away on a pairing during this time will have 24 hours upon return to his home base to submit his request. Amounts accumulated in this time cash bank are calculated in dollars and may be cashed at any time provided the Cabin Attendant submits a request to do so within the deadline specified above.

The items that a Cabin Attendant may place in his time cash bank are as follows:

- Reduced crew complement premium according to Article 24.05;
- Passenger ground duty services according to Article B17;
- Excess duty period according to Article B6.07;
- Duty-free shop commission according to Article 26;
- Flight Directors premium according to Article 24.

14.07.02 Time credit bank

When a Cabin Attendant would like to place items in his time credit bank, he must notify the Company in writing, no later than the 3rd of the following month, of the items he wishes to transfer. Any flight credits (number of credits equivalent to any duty period) may be deposited in his bank. The amount of credits accumulated in this time credit bank is calculated in hours. A Cabin Attendant may withdraw from his bank the number of credits available therein and payment of such credits shall be made at the Cabin Attendant's hourly rate in effect at the date of the withdrawal. A Cabin Attendant away on a pairing during this time will have 24 hours upon return to his home base to put in his request. The credits transferred will not allow the Cabin Attendant to go below his minimum monthly guarantee.

The items that a Cabin Attendant may place in his time credit bank are as follows :

- overtime according to Articles B15.02 and B15.02.01;
- foreign language credits according to Article B15.05;
- training credits according to Article B16.05;
- sick leave credits according to Article B16.01.03;
- credits over the minimum monthly guarantee (MMG).

14.07.03 A Cabin Attendant's time cash bank or time credit bank, may only be used when he so requests.

14.07.04 A Cabin Attendant may withdraw the credits or money from his time credit or cash bank at any time by making his request in writing to the Company, Pay Department. The request must be submitted no later than 7 days prior to the pay period for which he is requesting the credits to be paid on. In the case of a Cabin Attendant who is temporarily inactive, (i.e. short term disability, layoff, leave of absence, etc.), if he so wishes, he must make his request within 30 days after the commencement of his inactive status.

14.07.05 The credits used from the time bank shall be for pay purposes only and are not applicable against the monthly flight credits. The credits shall be paid at the Cabin Attendant's hourly rate in effect at the date of the withdrawal.

14.07.06 Where overtime is placed in time banks, the Flight Director premiums shall be increased and deposited in the time cash bank while the hours shall be increased and deposited in the time credit bank as per the example below:

Example: A Flight Director deposits 4 hours of overtime at time and a half = 6 hours in his time credit bank and the Flight Director's premium of 13,25\$ x 6 hours = \$79.50 in the time cash bank.

14.08 Deferred Payment Leave Program

This program is offered and applied as per Appendix H of the present Collective Agreement.

ARTICLE 15 ANNUAL VACATION

Definition For the purposes of this Article, vacation will mean the total number of statutory holidays, combined with days of vacation, to which a Cabin Attendant is entitled.

15.01 Awarding vacation

On January 1 of each year, all Cabin Personnel will be awarded vacation days for the vacation year ending December 31. The length of this vacation will vary according to the number of years of service. Vacations accrued, will be awarded as follows:

CONTINUOUS SERVICE	NUMBER OF VACATION DAYS
Less than one year of service	1 day per full month worked prior to December 31, up to a maximum of 10 days.
1 year but less than 2 years	11 days
2 years but less than 3 years	12 days
3 years but less than 4 years	13 days
4 years but less than 5 years	14 days
5 years but less than 7 years	16 days
7 years but less than 8 years	18 days
8 years but less than 10 years	20 days
10 years and more	23 days

NOTES

A Cabin Attendant with less than 1 year of service may, on January 1, extend his vacation, at his own expense, up to a maximum of 10 days.

A Cabin Attendant hired before and including the 15th of the month will be granted vacation for the current month.

15.02 Hiring during the year

A Cabin Attendant will be entitled to the number of vacation days provided for under Canadian legislation, as stipulated in Article 15.01.

15.03 Extended absence

Cabin Attendants' vacation pay is not affected due to illness or injury when their absence does not exceed 6 months.

Moreover, in cases of maternity leave or child care leave, Cabin Attendants' vacation pay is not affected.

When a Cabin Attendant's vacation pay is less due to a period of absence that is longer than those indicated in the above-mentioned cases, or due to layoff or leave of absence without pay, the Cabin Attendant may give up a number of days equivalent to the loss of

pay incurred. He must notify Planning department accordingly, when submitting his vacation bid.

If the Cabin Attendant does not give up his vacation days without pay, his monthly pay will be equal to the amount of his vacation pay and the higher of the following two amounts:

- a) flight time and credits to which he is entitled for the period worked, or
- b) the application of the minimum daily guarantee of 2 hours and 10 minutes, multiplied by the number of workable days marked on his block.

15.04 Statutory holidays

Cabin Personnel will accumulate 1 calendar day off in lieu of each statutory holiday in any vacation year. If a Cabin Attendant is off the payroll for at least 15 days during the 30 days immediately preceding a statutory holiday, he will not be credited with that holiday.

The following days are defined as statutory holidays:

- New Year's Day;
- The day after New Year;
- Good Friday;
- Victoria Day;
- Saint-Jean Baptiste Day (Quebec only);
- Canada Day;
- Civic Holiday (Ontario only);
- British Columbia Day (B.C. only);
- Labour Day;
- Thanksgiving Day;
- Christmas Day;
- Boxing Day.

15.04.01 The total number of statutory holidays accrued in a calendar year will be added to the Cabin Attendant's vacation for the following year and the sum of both will be considered to be the Cabin Attendant's vacation.

15.05 Vacations will be taken during the year following the one in which they were acquired and cannot be deferred.

The Company will not make any compensation payments for unused vacation; however, under exceptional circumstances and with the Cabin Attendant's consent, a Cabin Attendant who was unable to take his vacation will receive vacation compensation, determined according to the principles of this Article or may transfer the monies into his RRSP.

15.06 Premium during the Holiday Season

15.06.01 A Cabin Attendant scheduled on one of the days mentioned below is entitled to 100.00\$ premium for each day worked:

- December 24th, 25th, 26th and 31st;
- January 1st and 2nd.

15.06.02 A Cabin Attendant scheduled to be on reserve on one of the days mentioned above is entitled to a 50\$ premium for each of the reserve days that he was available for work without being called.

15.06.03 In order to receive this premium, the Cabin Attendant must have operated all his assigned flights or pairings and/or have been available for all his scheduled reserve days for the period of December 24th to January 2nd.

15.07 Days off before and after vacation

15.07.01 Monthly days off, as provided for in Article B6.02 and B9.02.01 may be added before and/or after the vacation period, at the choice of the Cabin Attendant and will be awarded in order of seniority. Notwithstanding the foregoing, a Cabin Attendant must be granted a minimum of 48 hour or 72 hours period off immediately before or after each vacation period, at the choice of the Cabin Attendant, unless he has informed the Planning department in writing, before 23:59 EST/EDT on the 12th day of the preceding month, that he does not want to take advantage of this provision.

Note: Vacation that overlaps into the following month may have a period of 48 or 72 hours at the beginning and at the end of the week of vacation.

15.08 Vacation bids will be granted in order of seniority and by home base.

The Company will grant vacation periods for all Cabin Personnel, at all permanent and seasonal bases, throughout the year. Both parties recognize that awarding vacations must not create a need to hire anyone.

15.09 Bid award procedures

On October 15 of each year, the Company will post a notice on the bulletin board informing eligible Cabin Personnel that they must select their vacation periods.

This notice will contain the following information:

- the Cabin Attendant's name;
- the date the Cabin Attendant was hired;
- the Cabin Attendant's seniority;
- the number of days of vacation to which the Cabin Attendant is entitled;
- the vacation bid schedule;
- the identification of the 2 Cabin Attendant groups for vacation bids.

For vacation bids and awards, Cabin Personnel will be divided into 2 groups for each home base.

These 2 groups are:

- the first half;
- the second half.

15.10 Joint vacation award

If two Cabin Attendants want the same vacation period, they must indicate this in their bid.

If two Cabin Attendants bid together, the seniority of the junior Cabin Attendant will govern the award.

If a joint award cannot be made, individual awards will be made in accordance with each one's seniority.

15.11 Vacation splits

The Company will accept vacation splits in 7 day periods. Any remaining vacation period of less than 7 days may, at the Cabin Attendant's request, be taken with another vacation period or be taken separately, but do not have to begin on a Saturday.

The residual days may also be taken at the discretion of the Cabin Attendant, but does not have to start on a Saturday.

If the vacation period awarded has to be altered, the Company will cover the non-refundable costs incurred.

15.12 Vacation bid dates

October 15:	Posting of periods available for the first group
November 1:	Submission of vacation bids
November 8:	Vacation bid results for the first group and posting of periods available for the second group
November 22:	Submission of vacation bids
November 29:	Vacation bid results for the second group

15.13 Each Cabin Attendant will submit a bid with a sufficient number of choices of vacation periods. Blank vacation bid forms shall be made available in the crew rooms in advance for Cabin Attendants who may be absent during the vacation bid. The bid may be deposited at any time before the vacation bid deadline.

15.14 If the Cabin Attendant has not submitted a sufficient number of choices of vacation periods, or if all these choices could not be awarded in accordance with the provisions of the present Article, the Cabin Attendant will be offered, by seniority, the periods of vacation that are still available after the second group has obtained the results of its vacation bids.

15.15 If, after the final award of vacation periods, one or more new monthly periods should become available, then a Cabin Attendant may submit a written request to the Company asking it to change his vacation. The Cabin Attendant will send a copy of this request to his Personnel Management Committee prior to the 12th day of the month preceding the vacation period desired.

15.16 A Cabin Attendant on the preventive leave program as per article 17.16 of the present collective Agreement, may take their vacation, at their discretion, before or after their preventive leave.

15.17 If the Cabin Attendant's vacation coincides with a period when he is receiving disability benefits, his vacation period will be deferred as follows:

- a) immediately after the end of his disability period. Carry over to the next year will be at the request of the Cabin Attendant only;
- b) during another vacation period mutually acceptable to the Cabin Attendant and the Company;
- c) or by exchanging it with that of another Cabin Attendant in the same classification.

Failing these options, the Cabin Attendant will be granted a period of time before the end of the year during which the vacation must be taken.

15.18 If the Cabin Attendant's vacation coincides with a period when the Cabin Attendant is on maternity, paternity/parental or childcare leave, he/she will have his/her vacation period:

- a) postponed to immediately after her maternity/paternity/parental or childcare leave;
- b) taken at the commencement of the maternity/paternity/parental or childcare leave;
- c) or paid out as per Article 15.22 at the applicable hourly rate of pay and premiums, at the Cabin Attendant's choice.

15.19 If, during the vacation period, the Cabin Attendant suffers from a disability requiring unscheduled hospitalization of 2 days or more, he may defer his incomplete vacation period to the end of his disability period or to a time not chosen by another Cabin Attendant and then take advantage of sick leave and salary insurance provisions.

15.20 Cabin Personnel transferred from one base to another, newly hired or having returned to work after a long leave of absence without pay and not having been awarded any vacation period during the award procedures will be awarded vacation periods still available, taking into account their seniority.

15.21 The Company cannot alter Cabin Personnel's vacation without the Cabin Attendant's agreement. The request by the Company to alter vacation shall be copied to the Union in writing with not less than 10 days notification.

15.22 Vacation compensation

Each Cabin Attendant receives a credit of 4 hours of flying time at his hourly rate for each day of vacation or statutory holiday to which he is entitled. These credits are also taken into account for the purpose of calculating the maximum monthly limitation. Where a Flight Director has been downgraded involuntarily, due to exceptional circumstances, as stipulated in Article 24, the wage rate will correspond to the higher rate of pay provided the Flight Director has operated in the higher classification for at least 6 of the preceding 12 months.

15.23 Termination of employment

Notwithstanding Article 15.21, when a Cabin Attendant terminates his employment, he will receive the appropriate percentage of his gross earnings in the current year, according to the following table:

less than 12 months	4.0 %	5 years but less than 7	6.4 %
1 year but less than 2	4.4 %	7 years but less than 8	7.2%
2 years but less than 3	4.8 %	8 years but less than 10	8,0 %
3 years but less than 4	5.2 %	10 years or more	9,2 %
4 years but less than 5	5.6 %		

15.24 Cabin Attendants shall not operate flights or be required for any duty on any day of their vacation.

15.25 When an employee's flight or pairing overlaps a vacation day following an operational delay, an additional vacation day will be added at the end of the vacation period or, subject to the approval of the Company, this day will be carried forward at any time at the request of the Cabin Attendant.

15.26 A Cabin Attendant that misses his departure for a trip that has already been reserved, due to the delay of his flight, will be reimbursed for the costs associated with the cancellation or postponement of his vacation. In order to be reimbursed, the costs must have been incurred and directly related to the Cabin Attendant's travel and lodging.

15.27 The Company will use the management system, once a month, to issue all the information on vacation blocks of one week or more which become available as a result of employment termination, sickness, maternity leave, etc. and which are known before the 12th day of the month. A Cabin Attendant may submit a written message through the management system or by calling the CSO to request to exchange one of his vacation periods for an equal vacation period that is available. Requests will be granted on a seniority basis.

15.28 When a Cabin Attendant is laid off after September 1 or is on laid off status at that date, the Company will allow this Cabin Attendant to cash in at any time any outstanding vacation days and statutory days to which he is entitled between this date and December 31. A Cabin Attendant who wishes to receive this payment must so request in writing and give a notice of 7 days prior to the start of the next pay period. On December 31, the Company will pay out any outstanding vacation and statutory holiday's accumulation.

ARTICLE 16 SICK LEAVE

Preamble The parties agree that the sick leave credits provided for in this Article are intended solely to protect Cabin Personnel in the event of sickness or injury and that they will be administered throughout in accordance with such intent.

16.01 A Cabin Attendant will notify the CSO as soon as possible and no later than 4 hours and 20 minutes before departure time, unless in the case of a justified inability due to exceptional circumstances, so that the Scheduler can find a replacement. A Cabin Attendant will notify the CSO at the start of his non-availability, without waiting to be called by that department, and will call the CSO back as soon as he again becomes available to work.

Eligibility for insurance

Terms and conditions are specified under Article 32.

16.01.02 The Cabin Attendant shall not be required to communicate with the Company nurse when absent due to sickness unless he is subject to the “follow-up medical procedure”.

A medical certificate shall be required when the Cabin Attendant is subject to the “follow-up medical procedure” and may be required for any other unavailability due to sickness. However, this constraint shall not be exercised in an unreasonable manner.

The Company cannot demand that a diagnosis be divulged on the doctor’s medical certificate.

16.01.03 Sick leave credits

Cabin Personnel will benefit from 4 hours of sick leave credits per month of service. These credits may be accumulated, up to an absolute maximum of 144 hours.

Cash reimbursement of available credits from the sick leave bank

If a Cabin Attendant so wishes, he may request reimbursement for any amount of 10 or more credits providing he keeps a minimum of 25 credits in his sick leave bank. The Cabin Attendant may not make more than 2 requests per year of reference and shall give the payroll department a minimum of 15 days advance notice before each pay period.

At the Cabin Attendant’s request such monies may be deposited in their RRSP or in their time bank as provided under article 14.07.

In addition, a Cabin Attendant will be entitled to a maximum advance of 36 hours of sick leave credits if his bank is short to cover his loss of pay. The negative balance following a loan may not exceed 36 hours. A Cabin Attendant must absolutely repay this advance during the months following his return to work before being able to accumulate new credits.

16.01.04 Hiring during the year

When a Cabin Attendant is hired in mid-year, he will be credited with 6 hours of additional sick leave credits once he has completed his first 6 months of service.

16.01.05 Sick leave credits and disability insurance benefits will not be paid in the case of work accidents or car accidents covered by a government plan.

16.01.06 Extended absence

A Cabin Attendant who has been laid off, suspended or on leave of absence without pay for a full month will not be considered to have been available for work and will not be granted the corresponding sick leave credits.

If the absence is less than one month, he will be entitled to such credit if the balance of available work days is equal to half the days in the month plus one day.

16.01.07 Deduction

When a Cabin Attendant cannot work a flight due to illness, he will be granted sick leave credits to compensate for the flight time and flight time credits lost. Days off and grey days will not be deducted.

Compensation will be paid up to the maximum of sick leave credits available in the Cabin Attendant's bank, at a rate of one hour of sick leave credit for one hour of flight time or flight credit.

16.02. Deduction of sick leave credits

A Cabin Attendant who reports that he is unfit to work a pairing will be credited with the total hours of flight time and flight time credits scheduled for the trip, according to the sick leave credits available in his bank.

If the Cabin Attendant reports that he is fit to work before the end of the above-mentioned pairing he may not be assigned to another pairing before the end of the legal crew rest period unless, notwithstanding Article 16.01.02, he has submitted a medical certificate to the CSO beforehand, confirming that he is now fit to work. The Cabin Attendant who provides such a medical certificate will be reassigned prior to any Cabin Attendant who falls under the provisions of Articles Article B7 and Article B9.

The Cabin Attendant on this type of priority reassignment shall have his sick leave credit bank debited by the total number of hours of the pairing he was unable to work due to illness, divided by the number of days of the pairing, for each day preceding the submission of a medical certificate to the CSO before 07:00 on the first day of reassignment. Furthermore, for each day of priority reassignment, the Cabin Attendant shall receive the flight credits that were expected to be his for those pairing days.

Example :

A 35 credit hour pairing over 7 days = 5 credits hours/day

Off sick for the first 2 days = 10 credit hours debited from sick leave credit bank

Reassignment = 5 credits per day x 5 days = 25 credit hours on priority reassignment

If the Cabin Attendant, on priority reassignment, works more hours than the number of credit hours scheduled for his original pairing, the additional credits shall be redeposit into the sick leave credit bank.

16.02.01 Illness and reserve blocks

A reserve blockholder who reports that he is unfit to work his reserve block will be debited 2 hours and 10 minutes of sick leave credits per day of absence.

A reserve blockholder who reports that he is fit to return to work 7 hours before the end of his reserve duty period will not have this day debited and will work his reserve Duty day; however, this day will be debited if he reports that he is fit to return to work less than 7 hours before the end of the reserve duty period, unless he works a flight before the end of the 24 hour period of sick leave.

16.03. Out of base illness

If a Cabin Attendant falls ill away from base, he must follow the directives in Appendix I of the present Collective Agreement and is entitled to the indemnities as per Article 21.05.

16.04. Remuneration

Sick leave credits will be used to pay Cabin Personnel during any absence within the waiting period preceding the benefits payable by disability insurance.

16.04.01 When the sick leave credits have been depleted, sick leave days taken during the waiting period will not be paid.

16.04.02 Disability insurance is payable starting on the 8th calendar day.

16.04.03 Upon termination of employment, sick leave credits will automatically be cancelled.

16.05. A Cabin Attendant will be required to produce a medical certificate for an absence of 3 consecutive days or more.

If the Company deems that sick leave has been abused, it will send the Cabin Attendant written notification, with a copy to the Union that, from then on, each day of illness must be substantiated by a medical certificate.

The Company will provide a refund of up to 20.00\$ for the cost of a medical certificate requested due to an absence that it wants substantiated, unless the Company deems that sick leave has been abused.

16.06. The Company may require a Cabin Attendant to be examined by the company doctor in order to determine whether he is fit to work. A Cabin Attendant may choose a male or female doctor.

16.07. In addition to the medical certificate required under Article 16.05, any additional medical report required by the Company will be given by the Cabin Attendant to the designated company doctor, and any charges incurred will be paid directly by the Company.

16.08. Should the company doctor issue a medical report stating that a Cabin Attendant is or is not fit to work, in contradiction to the Cabin Attendant's personal physician, he will be able to initiate the Medical Review Procedure provided for under the following paragraphs – Medical Review.

16.09. Medical Review

The Company will pay the cost of any medical examination made at its request, for any reason whatsoever, by the doctor of its choice, taking into account the terms and conditions of Article 16.06 insofar as possible.

16.09.01 When the Company's Medical Services make a declaration regarding a Cabin Attendant's fitness for flight duty, the Cabin Attendant may initiate the medical review procedure within 7 calendar days of receiving his medical report by giving the In-Flight Service written notification of his intention to do so.

16.10. Procedure

This procedure will be expedited by all parties concerned, insofar as possible.

16.10.01. Step I

The Cabin Attendant will select a general medical practitioner of their choice to undertake an examination on the same basis as that performed by the company doctor, within 2 weeks of the one carried out by the latter. This 2 week period may be extended by mutual agreement between the Company and the Cabin Attendant, if the attending physician is not available at that date. The Cabin Attendant must pay the costs of this examination. The results of this examination will be submitted in writing to the Company doctor while the Cabin Attendant's physician will be informed of the results of the examination by the Company's doctor.

If the 2 physicians are in agreement, their decision will be final and binding and not subject to appeal.

16.10.02. Step II

If, in the opinion of either physician, the results of the examinations are inconclusive or conflicting in nature, the Cabin Attendant may request that the 2 physicians appoint, within 15 days, a disinterested medical specialist to undertake a further examination.

In the event a medical specialist cannot be agreed upon by both parties, the College of Physicians will be asked to recommend one or more medical specialists, sufficient that both the company doctor and the Cabin Attendant's physician may reach an agreement on the selection of the medical specialist.

The decision of the medical specialist, based on the results of his examination, will be conclusive of the issue and not be subject to appeal.

16.10.03. Extension

The above 15 day time limit is exclusive of statutory holidays and may be extended by mutual written agreement.

It is agreed that the specialist may request that the respective physicians provide the documentation required to proceed with the medical examination.

16.10.04. Fees

The fees of the medical specialist will be shared equally between the Company and the Cabin Attendant; however, the specialist will set, in advance, the amount of his fees, which must not be more than 1 500\$ for the examination. If the fees are higher, the parties will have to reach an agreement.

16.11. Decision of the Medical expertise

If a Cabin Attendant originally declared unfit for flight duty by the company doctor is subsequently declared fit for flight duty under this procedure, the following will apply:

16.11.01 If the specialist declares the Cabin Attendant fit for flight duty, he will be reinstated in his former position with full seniority and service credits.

01. Compensation

The Cabin Attendant will receive retroactive compensation based on the amount he would have earned had he been employed since he was initially declared fit for flight duty by his medical examiner, less all compensation received from any other source. If the out-of-service period is more than one month, compensation will be calculated according to the Cabin Attendant's monthly average flight time credits for the last full 3 months proceeding the disability period.

16.11.02 If a Cabin Attendant originally declared unfit for flight duty by the company doctor is subsequently declared unfit for duty under this procedure, he will be treated as having been unfit for duty since the initial medical report.

16.11.03 If a Cabin Attendant originally declared fit for flight duty by the company doctor is subsequently declared fit for duty under this procedure, the Cabin Attendant, after receiving return-to-work notice, by registered mail at his last known address, will have 72 hours to return to work or otherwise be considered to have resigned.

16.11.04 If a Cabin Attendant originally declared fit for flight duty by the company doctor is subsequently declared unfit for duty under this procedure, he will be treated as having been unfit for duty since the initial medical report.

16.11.05 If the insurance company refuses to pay Cabin Attendant disability insurance benefits, he may use his sick leave credits.

16.11.06 If the Cabin Attendant is subject to disciplinary action, it is agreed that Articles 29 and 30 may be applied.

16.11.07 All examination results and records shall be kept strictly confidential and no medical information other than a statement as to the employee's fitness for duty or lack thereof, work limitations, if any, and prognosis for return to full duty shall not be given to any person other than the company doctor and Human Resources.

ARTICLE 17 PARENTAL LEAVES

17.01 Eligibility

Female Cabin Personnel who have completed their training period may take maternity leave without pay and will be eligible for the benefits provided for under Article 32 and Article 33.

17.02 Notification

A Cabin Attendant will give the Company written notice along with a medical certificate from her personal physician indicating her expected delivery date. In addition, the Cabin Attendant will indicate the date she wants to begin her maternity leave as well as the planned length of her absence.

17.03 Commencement of maternity leave

One-month's written notification will be given to the Company before the departure of the pregnant Cabin Attendant. This notice may be less than 4 weeks if a medical certificate indicates the Cabin Attendant's need to stop work within less time.

Maternity leave consists of one single period and cannot be split.

17.04 Work during pregnancy - Reassignment

17.04.01 A pregnant Cabin Attendant who provides the Company with a certificate stating that she is unfit to operate a flight and may be reassigned to other tasks

17.04.02 A Cabin Attendant, until her expected delivery date, may request to be reassigned as per the provisions in Article B7 for all night flights/pairings, including continental, overseas and delayed flights that she has been awarded despite the fact that she has tried to avoid them in her block bids.

17.04.03 The assignment selected will be to a position that does not endanger the health of the Cabin Attendant or the unborn child.

17.04.04 The Cabin Attendant will have to work at her home base during the Company's regular office hours or she may request that her job be modified.

17.04.05 A Cabin Attendant thus assigned may decide to start her maternity leave at any time after the 20th week preceding her expected delivery date.

17.04.06 If the assignment requested is not made immediately, the Cabin Attendant may stop working until the assignment is made or until her delivery date.

17.04.07 The Cabin Attendant will be paid at her Cabin Attendant rate of pay. Her wages shall be calculated based on not less than 75 hours per month at her Cabin Attendant rate of pay.

17.04.08 A Cabin Attendant who exercises the right granted under Article 17.03 will retain all the benefits related to the job she held before her reassignment to other duties or before she stopped working.

17.04.09 A Cabin Attendant retains the employee benefits granted to her under this Agreement, subject to payment of the required contributions, and the Company will continue to contribute its share.

17.04.10 At the end of her reassignment or work stoppage, the Cabin Attendant will return to the position that her seniority standing allows her to have at her home base.

17.05 Reclassification

A Flight Director may, during her pregnancy, at her request, be reclassified to a lower classification at the same home base, according to her seniority standing. If she takes

advantage of this right, she will have to remain in her new classification until the start of her maternity leave, if her seniority so allows.

17.05.01 She may also take advantage of the same right on her return from maternity leave and/or child care leave, for a maximum of one year.

17.05.02 The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the Company.

17.06 End of maternity leave

Maternity leave will end 90 calendar days after the termination of pregnancy, but may be 17 weeks long if the Cabin Attendant so desires.

Notwithstanding the previous paragraph, maternity leave may be terminated at an earlier date, upon receipt of a written request from the Cabin Attendant.

17.07 Seniority

During maternity or child care leave, seniority and years of service will not be affected, nor will insurance programs and interline travel benefits; however, benefits for statutory holidays as well as allowances for cleaning and footwear will be suspended.

17.08 The Cabin Attendant will have the responsibility of notifying the Company as soon as possible should there be a change in the date she plans to return to work, as specified in Article 17.02.

17.09 Maternity leave will commence no sooner than 11 weeks before the expected delivery date, unless the Cabin Attendant provides a medical certificate from her physician advising otherwise.

17.10 Spouse / Partner Leave

When his child is born, a partner/spouse will benefit from 2 days' leave of absence with pay in addition to the leave provided in Article 17.11.

17.11 Birth of child/adoption leave

Cabin Personnel shall be granted, upon written request not later than the 12th of the month prior to the month for which the leave is being requested a leave of absence without pay, not to exceed 14 days immediately following the birth of their child or the adoption of their child.

17.12 Child care leave

Eligibility and duration A Cabin Attendant who has been continuously working for the Company for at least 3 months will be entitled to leave of absence for a maximum of 37 weeks without pay, when a child has or will come into his or her actual care and custody, during the 52 weeks following the date that the child is born or the day the child is placed in his or her care.

Start

The leave for child care starts:

- a) either upon the expiry of time off taken in accordance with the terms and conditions of maternity leave without pay for the person having given birth;

- b) at the end of the leave taken by the child's mother under the terms and conditions of maternity leave, if applicable;
- c) on the date of the child's birth;
- d) on the day when the Cabin Attendant actually takes the child into her custody and care.

Maximum duration of leave

If 2 Cabin Attendants in the Company are involved, the maximum duration of leave of absence that they can take on the birth or adoption of a child, will not exceed 37 weeks.

17.13 Advance notification to the Company

A Cabin Attendant who plans to take child care leave will:

- a) inform the Company by means of advance written notification of at least 4 weeks unless in the case of valid exception;
- b) inform the Company in writing of the duration of the planned leave of absence.

17.14 Notice of any change in the duration of the leave of absence

Similarly, except in the case of valid exception, any change in the duration of such leave of absence will be brought to the Company's attention by means of written notification of at least 4 weeks.

Notwithstanding the foregoing, the provisions of this Article may, under no circumstances, contravene the terms of the Employment Insurance Act and any regulations governing maternity and parental leave. It is agreed that 21 weeks of parental leave is included in the 37 weeks of child care leave.

17.15 Parental leave

Parental leave may begin no earlier than the date of birth of the child; or, in the case of an adoption, the date on which the Cabin Attendant is awarded custody of the child as part of an adoption procedure: or, the date on which the Cabin Attendant leaves work to travel outside the country in order to obtain custody of the child. This leave shall begin no later than some time during the year following the child's birth or adoption.

A Cabin Attendant who has given birth, whose spouse has given birth, or who has adopted a child (except for his spouse's child) is entitled to additional parental leave without pay of no more than one continuous year or one continuous year of mini block.

17.16 Preventive leave

17.16.01 Notwithstanding 17.04, a pregnant Cabin Attendant who provides the Company with a medical certificate stating that she is pregnant and that her working conditions would endanger the health of her unborn child or herself, due to her pregnancy, may take advantage of a preventive leave.

17.16.02 A Cabin Attendant who benefits from a preventive leave will receive 66-2/3% of her monthly pay based on 75 hours. 1/3 of the cost will be assumed by the employees and 2/3 by the employer (the Company and all Cabin Personnel).

17.16.03 The maximum duration of this preventive leave is 16 weeks, which may begin when pregnancy is confirmed by the Cabin Attendant's personal physician. The preventive leave may be split into 2 separate periods but the Cabin Attendant may only take a maximum of 12 weeks during the first period. The second period must be taken immediately before the scheduled date of birth of the child.

It is agreed that during the preventive leave the Cabin Attendant will not be reassigned to another position within the Company unless there is an agreement between her and the Company. During such reassignment the Cabin Attendant is remunerated in accordance with the provisions under 17.04.06.

17.16.04 The seniority of a Cabin Attendant on a preventive leave will not be affected and she will continue to be covered by the Agreement.

17.16.05 As soon as possible after the block award results have been issued, a Cabin Attendant who has been granted one or more night flight pairings and who does not want to work them will notify Inflight Service and indicate which pairings of hers should be taken away from her.

ARTICLE 18 TRANSPORTATION ALLOWANCES AND PARKING

18.01 No deadheading shall take place after an overseas flight to the East or a deadhead flight scheduled to arrive after 14:00 GMT.

18.02 Ground transportation allowances and transportation will be paid as follows :

- a) **Layovers** The Company will provide ground transportation between the airport and layover accommodations.
- b) **Home Base** On returning from a trip, when a regular blockholder has exceeded 15 hours on duty, the Company will provide the Cabin Attendant, who so requests, with round-trip transportation by taxi between the airport and his home or with accommodations at the closest approved hotel. Cabin Personnel will determine which of the 2 options they want if the total trip is 100 km or less.

In the case of a reserve blockholder who has exceeded 15 hours on duty, the same provision applies unless the reserve blockholder has to be available on a reserve day immediately after his legal rest period, in which case the Company will provide him with round-trip taxi transportation if he so requests.

A Cabin Attendant who starts and ends his trip at different airports is entitled to transportation before or after his trip, as indicated on the block when it is issued. In the case where the Cabin Attendant's block is changed after it is issued, he will be entitled to transportation before or after, whichever he prefers.

- c) The Company will provide ground transportation between the location where the Cabin Attendant reports for his trip and the aircraft.

18.03 At each home base, the Company will provide free and safe parking for all Cabin Personnel. In the event of a change in parking location, the Company shall consult the Union.

18.04 Class of transportation

18.04.01. By air

On company flights, Cabin Attendants, according to seniority, may use CLUB seats, if available; otherwise, they will use the other seats. Notwithstanding the foregoing, Captains and senior management in the Company (from Department Directors upwards) will nevertheless have priority in the selection of these seats. A Cabin Attendant will deadhead on a passenger/revenue seat.

Should an exceptional circumstance arise where a seat is not available for a crew member, the Company will offer the Cabin Attendant a seat on another Air Transat flight or other airline. Such requests shall not take place in front of passengers.

Should the Company offer a Cabin Attendant a jumpseat for the purpose of a deadhead, the Company must contact a Union representative for authorisation. Any discussion with the Cabin Attendant with regards to travel on a jumpseat shall not take place in front of passengers.

For further clarification, a « union representative » is defined as the Local Union President. Should this person not be available, the Company will attempt to contact an executive of the Component.

On other airlines, deadheading may be in Economy class.

Deadheading must never be on standby.

Deadheading must always be on flights with assigned numbered seating before or after operating a flight.

18.04.02. By train

All deadheading will be carried out in First class.

18.04.03. By bus

All deadheading will be carried out in buses chartered exclusively for cabin crews and/or flight crews. When available, the Company will reserve buses with air conditioning and toilets.

18.05 Duration of land deadheading

Deadheading carried out within a duty period involving one or more flights:

18.05.01. By train

The Company cannot schedule any deadheading by train of a total duration of over 4 hours and 30 minutes.

18.05.02. By bus

The Company cannot schedule any deadheading by bus of a total duration of over 3 hours and 30 minutes.

18.06 Deadheading representing the only element in a duty period

The scheduled maximum limitation is 8 hours between the first departure and the last arrival (train and/or bus).

Moreover, any deadheading by bus whose total duration is over 1 hour will be carried out in a motor coach with at least 30 seats.

Deadheading prior to a training session will not take place on the same day as the training itself.

18.07 Clothing and Uniform

It is agreed that clothing during deadheading as well as the regulation relating to the uniform will be in keeping with the standards described in Manual B. Any change in this dress code will be subject to an agreement between the Union and the Company.

18.08 Transportation between airport and hotel and vice versa

The Company may use hotel shuttle buses in order to transport Cabin Personnel between the airport and the hotel or vice versa, as long as it is not a case of deadheading, as defined in Article B16. Transportation shall be available not later than 45 minutes after flight arrival (after blocks inserted). Where transportation is not available as above Cabin Attendants will be allowed to take a taxi at the cost of the Company (up to 4 Cabin Attendants per taxi).

However, the Company cannot oblige Cabin Personnel to use the same transportation as passengers on leaving the aircraft nor to use public transit (bus, metro).

18.09 Intra-airport transportation

Cabin Personnel may be obliged to use the transportation provided by the airport authority for travel from one terminal to another located at the same airport.

ARTICLE 19 REST PERIODS, REST FACILITIES AND HOTEL ACCOMMODATIONS

19.01 The Company will provide its Cabin Personnel at a layover station away from their home or seasonal base with adequate facilities comparable to those provided for other members of the flight crew.

19.02 The Company agrees to provide single rooms that are not on the ground floor to Cabin Personnel at a layover station away from their home or seasonal base.

19.03 When a Cabin Attendant is on a layover for a period of 20 hours or more (block to block), the Company will provide the Cabin Attendant with accommodations at a hotel located in the downtown area of the main city served by the airport of arrival.

For any pairing having 2 or more consecutive layovers in the same city and where at least one of the layovers is for a period of 20 hours or more (block to block), the Company will, for all layovers in that city, provide the Cabin Attendant with accommodations at a hotel located in the downtown area of the main city served by the airport of arrival.

Furthermore, a Cabin Attendant on training outside his home base for more than one night shall also be provided with downtown area accommodation.

19.04 The Company recognizes the creation of a joint Hotel Accommodation Committee to examine matters relating to accommodations, as defined in Article 27.02.01.

19.05 The Company will provide a crew lounge or a 1 room per 2 Cabin Attendants to a crew that has to stop over at an en route station during which it is relieved of all work-related responsibilities for 3 hours or more. This period of 3 or more hours starts when the blocks are inserted and ends 30 minutes before the scheduled or actual departure of the next flight.

Nevertheless, if the en route stop is of 6 hours duration or more, block to block, the Company will provide each Cabin Attendant with his own room.

ARTICLE 20 Uniform

20.01 Wearing of the Uniform

When Company regulations require a Cabin Attendant to wear the uniform, the following will apply:

20.01.01 50% of the total cost of the uniform required by company regulations will be paid by the Cabin Attendant for the first 6 months and will be refunded to him upon completion of the probationary period.

20.01.02 Any “mandatory” uniform items must be replaced by the renewal date. The Company shall bear 100% of the cost of replacing these items.

20.01.03 Any “optional” uniform items may or may not be replaced by the renewal date, depending on the Cabin Attendant’s needs. The Company shall bear 100% of the cost of replacing these items.

20.01.04 The Company will replace any part of the uniform (removal and addition) that no longer meets the standards, or provide the complete uniform in the case of a new uniform corresponding to new corporate standards.

20.01.05 Maternity The Company will lend a maternity uniform to a pregnant Cabin Attendant at no cost to the employee.

20.01.06 A Cabin Attendant that has gained or lost weight and has to change his uniform, will have his uniform replaced or have any alterations paid for by the Company.

20.02 Uniform Items

20.02.01 Female Cabin Attendant

ITEMS	RENEWAL
1 skirt 1 jumper 1 dress 1 pair of pants (the Cabin Attendant's choice of any combination of 3 of the uniform items above)	Every 2 years – Mandatory
1 jacket <u>or 1 of the items listed above</u>	Every year – Mandatory
1 <u>cardigan</u>	Every 2 years – Mandatory
2 silk scarves	<u>Every year</u> – Mandatory
1 apron	Every 2 years – Optional
<u>6</u> blouses (short sleeve and/or long sleeve, as the cabin attendant prefers)	Every year – Mandatory
1 belt	Every 2 years – Mandatory
2 insignia pins	Every 2 years – Optional
1 scarf wool	Every 2 years – Optional
1 purse	Every 2 years – Optional
1 all-season coat	<u>Every 4 years</u> – Optional

ACCESSORIES	
1 suitcase	Every 5 years – Optional
1 wheeled carry-on suitcase	Every 3 years – Optional
1 tote bag	Every 3 years – Optional

20.02.02 Maternity Uniform

1 jumper 1 pair of pants	(<u>3</u> items of any combination as the Cabin Attendant prefers)
4 blouses (short sleeve and/or long sleeve, as the cabin attendant prefers)	
1 all-season coat (on loan as needed)	
1 jacket (on loan as needed)	

20.02.03 Male Cabin Attendant

ITEMS	RENEWAL
1 jacket <u>or</u> 1 additional pair of pants	<u>Every year</u> – Mandatory
3 pairs of pants	Every 2 years – Mandatory
2 tie clips	Every 2 years – Optional
<u>6</u> shirts (short sleeve and/or long sleeve, as the Cabin Attendant prefers)	Every year – Mandatory
2 ties	<u>Every year</u> – Mandatory
1 apron	Every 2 years – Optional
1 belt	Every 2 years – Mandatory
2 insignia pins	Every 2 years – Optional
1 <u>cardigan or sleeveless vest</u>	Every 2 years – Mandatory
1 scarf wool	Every 2 years – Optional
1 all-season coat	Every 4 years – Optional
ACCESSORIES	
1 suitcase	Every 5 years – Optional
1 wheeled carry-on suitcase	Every 3 years – Optional
1 tote bag	Every 3 years – Optional

NOTE :

For each month of leave of absence without pay, sick leave, maternity leave and temporary lay off, the uniform renewal date will be postponed by one month.

When the Company hires Cabin Attendants, all the while knowing that there will be a considerable number of subsequent seasonable layoffs, those Cabin Attendants will have a reduced uniform, as agreed with the Union.

The suitcases and travel bags of the union officers are renewable on the same terms as all Cabin Personnel; however, if a new model becomes available, they may obtain the new model as soon as they return to active duty as a Cabin Attendant.

If the change of suitcase is due to a health and safety issue, it will be replaced for union officers who are fully released from work.

20.03 Repair or replace

The Company will assume the full cost of repairing or replacing uniform items that are damaged during the course of the Cabin Attendant's work, provided that the appropriate form is completed by the Flight Director and that the alterations are done by the designated supplier.

20.04 Termination of employment

A Cabin Attendant who has not completed his probationary period shall clean and return all uniform items and accessories as described in 20.02.

20.05 Purchase of additional items and accessories

A Cabin Attendant's may obtain additional items and accessories at 100% of the cost price of the item.

These items may not be claimed by the Company upon the Cabin Attendant's termination of employment.

20.06 Cleaning, footwear and supplies allowance

Any Cabin Attendant on active duty for 15 days and over within a given month will receive an allowance of 85\$ for that month.

A Cabin Attendant who has worked less than 15th days will receive an allowance that is prorated according to the number of days that he was on duty during that month.

The above allowances shall be payable as an expense on the expense account.

20.07 Loss / theft of luggage

20.07.01 The Company will compensate the Cabin Attendant for the loss/theft of his luggage and its contents, up to a maximum of 750.00\$, when such loss/theft occurs while the Cabin Attendant is on duty or at the time of a layover. This amount shall not include the cost of replacing luggage.

20.07.02 In the event of a temporary loss of his luggage while away from his home base, the Cabin Attendant will be granted an allowance of 200.00\$ effective immediately at the time of his arrival at the hotel without his luggage, and of 50.00\$ for each subsequent period of 24 hours, up to a maximum of 600.00\$.

NOTE: This allowance will be paid on the expense account of the month following the loss of luggage.

ARTICLE 21 EXPENSE ACCOUNTS, MEAL ALLOWANCES AND OTHER ALLOWANCES

21.01. Daily per diem

As soon as the Cabin Attendant begins his duty period at his home or seasonal base, an hourly amount, as defined below, for each complete hour, will be calculated beginning either from the engine start or from the originally scheduled flight departure time, whichever occurs first, and up until the actual time of the Cabin Attendant's return to his home or seasonal base, at the end of the pairing.

The expense account will be paid if the duty period includes at 5 hours on the ground, block to block.

Destination	Outside Canada (\$ CAN)	Within Canada (\$ CAN)	Ireland, UK. (\$ CAN)	Japan (\$ CAN)
<u>May 1, 2010</u>	<u>5.29</u>	<u>4.12</u>	<u>5.69</u>	<u>7.88</u>
<u>May 1, 2011</u>	<u>5.30</u>	<u>4.12</u>	<u>5.80</u>	<u>7.88</u>
<u>May 1, 2012</u>	<u>5.41</u>	<u>4.20</u>	<u>5.91</u>	<u>7.88</u>
<u>May 1, 2013</u>	<u>5.52</u>	<u>4.28</u>	<u>6.02</u>	<u>7.88</u>

The Company shall adjust the per diem amounts to maintain parity with those found in the PNT collective agreement, should they become superior to those indicated in article 21.01 of the present collective agreement.

All subcontracts as per Article B18 will be paid at the rate of Outside Canada in American dollars. If the amount is not sufficient, the Union will negotiate a reasonable per diem with the Company. (The Orient will be negotiated.)

A Cabin Attendant who begins his pairing by a flight outside Canada (including domestic legs or not) and who returns to Canada, at a station other than his home base, will have his expense account for flights within Canada calculated from the time the blocks are inserted in Canada, where the legal crew rest is granted, and it will end either when the Cabin Attendant returns to his home base (whether or not he has worked any flights within Canada) or when the blocks are removed, after a rest period, for another flight outside Canada.

Example of pairing for Cabin Attendant based at YUL

- YUL-YYZ-LGW-YYZ per diem of Ireland, UK
(until blocks are inserted at YYZ)
- YYZ-LAS-YYZ per diem within Canada
- YYZ-LGW-YUL per diem of Ireland, UK
(when blocks are removed at YYZ)

The amount will be paid to the Cabin Attendant on the pay cheque given to him on the 15th day of the following month.

21.01.01 Should the Company make an error of any kind of 25.00\$ or more in this amount, at the Cabin Attendant's expense, it agrees to correct this error within 4 working days of paying the amount, by giving the Cabin Attendant the money owing. All other errors will be corrected against the Cabin Attendant's subsequent amount.

21.02. Meal allowances

Meal allowances will be payable, as follows, when a Cabin Attendant has to give his meal or snack to a passenger on an Air Transat flight, or if there is no meal or snack for the Cabin Attendant:

- meal 20,00 \$
- snack 10,00 \$

21.02.01 At the time of any training day, the Company will refund the cost of meals up to a maximum of 12.00 \$, upon presentation of receipts, unless 21.01 applied.

21.02.02 A Cabin Attendant who cannot take advantage of a rest period in-flight, as provided by B6.10.01 will be entitled to the meal allowance stipulated in Article 21.02 for the duration of the flight in question, as documented in the Flight Director's report.

21.03. Advance pay

The Company agrees to provide a 600.00\$ advance to a Cabin Attendant who has completed his training or who has returned following a seasonal layoff and who was asked for a total refund of this initial advance at the time of his layoff. If the Cabin Attendant so desires, this advance will be repaid to the Company in minimum instalments of 10.00\$ per pay period, starting from the pay cheque following payment of the advance.

A Cabin Attendant who has finished repaying the Company may, if he so desires, obtain a new advance of 600.00\$, subject to the same repayment terms. If an employee is laid-off 3 months or less, he does not have to refund the advance until his return to work.

21.04. Expenses absorbed by the Company

The Company will absorb the cost of the following expenses:

- a) Pre-employment examinations, vaccinations against Hepatitis A and B, flu shots or any vaccinations against a new epidemic, as well as any medication necessary for travel. Upon the recommendation of the Company doctor, the cost of any necessary vaccinations will be paid for by the Company.
- b) Canadian passports: In the case of a passport other than a Canadian one, it is refunded up to a maximum of the cost of the Canadian passport and according to the validity period thereof.
- c) Visa required: except those solely due to the fact that the Cabin Attendant does not have a Canadian passport.

21.05. Out of base sickness

A Cabin Attendant that is ill away from his home base and must remain there shall continue to receive their daily per diem and shall continue to have his hotel paid until his return to his home base.

The employee shall compensate the Company for any amount received from another source (ex:insurer).

The Company shall also pay travel and communication costs which are necessary during his stay away from home due to illness, which the Company considers reasonable and relevant.

ARTICLE 22 SPECIAL ASSIGNMENTS AND PUBLIC RELATIONS IN-FLIGHT OR ON THE GROUND

22.01 In-flight assignments

22.01.01 Selection

Any request for a special assignment and for public relations will be posted by the Company. Selection will be made on the basis of seniority, subject to compliance with any language requirements, in accordance with the other terms of the Agreement, and particularly B5.09.

The list of candidates shall be published.

22.01.02 Conditions

The selected Cabin Attendant will receive written notification before the start of his special assignment, with a copy to the Union.

22.01.03 Penalty

A Cabin Attendant who has not been selected, in accordance with Article 22.01.01, will be compensated by the Company for any flight time and/or flight time credits lost, and will not subject to reassignment.

22.02 Ground Assignments

A Cabin Attendant on a ground assignment will retain all his rights under this Agreement.

The Company will award ground assignments based on Cabin Attendants' qualifications, skills, competence and experience. Provided that the Cabin Attendant meets the selection standards, the Company may assign a Cabin Attendant who is subject to work accommodation measures, a pregnant Cabin Attendant, and/or, as set forth in the collective agreement, committee members to whom the assignment is of direct concern. The Company may also take seniority into account with regards to ground assignments.

The list of candidates shall be published.

Should a special assignment be directly related to a Committee already existing in the collective agreement, the members of the Committee shall have priority and shall be released from their flight or pairing if the delays and operational requirement permit.

22.02.01. Credits

A Cabin Attendant thus assigned will receive 4 hours of credits at his hourly rate into his classification.

22.02.02. Allowance

01. Parking

All parking expenses (with supporting receipts) will be paid by the Company.

02. Meals

An allowance in accordance with Article 21.02 will be granted when such assignment is at the Cabin Attendant's base.

However, if the special assignment requires overnight hotel accommodations, the expense account provided for in this Agreement will be paid.

03. Transport

The Cabin Attendant may choose to be reimbursed for expenses related to the use of public transport or to be paid a kilometer allowance. If the Cabin Attendant uses his own means of transportation, the company will reimburse up to a maximum of 150 kilometres, in keeping with the company's internal policy.

ARTICLE 23 PAYMENT OF SALARIES

23.01 On the pay cheque, the Company will write the Company's name, the Cabin Attendant's first and last names, his job title, the date of the pay period and the date of payment, the number of hours paid during that period, the nature and amount of premiums and allowances paid, the rate of pay, the gross amount of salary, the nature and amount of deductions and the amount of net salary.

These deductions include a financial contribution to the Social Club, as defined by the Social Club Committee.

23.02 Pay cheques will be processed as follows:

23.02.01 Pay cheques will be distributed to Cabin Personnel twice a month.

1. on the 15th day of the month or, if the 15th day falls on a Saturday or Sunday, the pay cheque will be distributed on the previous Friday and will represent half the minimum monthly guarantee of the current month, plus any premiums, allowances, per diem and credits earned the previous month.

In the event that downward adjustments are to be made on a pay cheque, they shall be made on the pay of the 15th day of the month instead of the pay period at the end of the month, only if such adjustments are included on the flight and credit sheet. (ex: no show, sickness etc.)

2. on the last day of the month or, if the last day falls on a Saturday or Sunday, the pay cheque will be distributed on the previous Friday and will represent half the minimum monthly guarantee of the current month.
3. pay cheques will be deposited on the business day before a holiday including the statutory holidays of each province.

23.02.02 In the event of a Company error of 25.00\$ or more on a Cabin Attendant's pay cheque, at the C/A's expense, the Company will correct that error within 4 working days of distributing that pay cheque, by giving the Cabin Attendant the amount owing. Amounts less than 25.00\$ will be paid on the Cabin Attendant's next pay cheque.

23.02.03 The Company will make no deductions on a Cabin Attendant's pay unless required by the law, by a provision of this Agreement, a court decision or written authorization from that Cabin Attendant. If need be, the Company will transfer to the proper party any amounts deducted.

23.02.04 Should an overpayment be made on a Cabin Attendant's pay cheque due to the Company's error of any kind, the Cabin Attendant will be notified in writing by separate letter and subject to confirmation of the amount by the Cabin Attendant, refund procedures will be arranged between the Company and the Cabin Attendant as follows: the overpayment received by the Cabin Attendant will be repaid over a period equal to that during which the error was made, but in no case shall the period be less than 6 months, unless otherwise agreed upon between the Cabin Attendant and the Company.

23.03 The Company will give the Cabin Attendant, on the same day as his termination of employment, a signed statement of the amounts owing in salary and employee benefits, provided that the Cabin Attendant notify the Company of his departure at least 2 weeks in advance.

The Company will give or send the Cabin Attendant his pay cheque and employee benefits at the time of the pay period following his departure.

23.04 The Company will give the Cabin Attendant a record of employment within the time limits stipulated under the Employment Insurance Act.

23.05 The amount of union deductions will be marked on T4 and TP4 forms, in accordance with the various regulations of the government departments concerned.

23.06 The Company will send T4 and TP4 forms to Cabin Attendants by mail or made them available on line.

ARTICLE 24 RATES OF PAY

24.01 Rates of pay and bonuses

Preamble: For the duration of the collective agreement, the hourly wage rate applicable to all Cabin Attendants is found in Grid A.

In the even that Air Transat does not introduce a fleet of narrow body aircraft (B737 or A320) prior to November 1st 2014, Air Transat will revert to applying the hourly wage rates found in Grid B, with retroactive payment backdated to August 3rd 2011.

Grid A :

<u>Level</u>	<u>01/11/2010</u>	<u>01/11/2011</u>	<u>01/11/2012</u>	<u>01/11/2013</u>	<u>01/11/2014</u>
<u>Entree 1</u>	<u>24,00\$</u>	<u>24,24\$</u>	<u>24,48\$</u>	<u>24,72\$</u>	<u>24,97\$</u>
<u>Entree 2</u>	<u>25,00\$</u>	<u>25,25\$</u>	<u>25,50\$</u>	<u>25,75\$</u>	<u>26,00\$</u>
<u>01</u>	<u>27,34\$</u>	<u>27,61\$</u>	<u>27,89\$</u>	<u>28,17\$</u>	<u>28,45\$</u>
<u>02</u>	<u>30,00\$</u>	<u>30,30\$</u>	<u>30,60\$</u>	<u>30,91\$</u>	<u>31,22\$</u>
<u>03</u>	<u>35,93\$</u>	<u>36,28\$</u>	<u>36,65\$</u>	<u>37,01\$</u>	<u>37,38\$</u>
<u>04</u>	<u>37,79\$</u>	<u>38,17\$</u>	<u>38,55\$</u>	<u>38,94\$</u>	<u>39,33\$</u>
<u>05</u>	<u>39,66\$</u>	<u>40,06\$</u>	<u>40,46\$</u>	<u>40,86\$</u>	<u>41,27\$</u>
<u>06</u>	<u>41,67\$</u>	<u>42,09\$</u>	<u>42,51\$</u>	<u>42,94\$</u>	<u>43,36\$</u>
<u>07</u>	<u>43,75\$</u>	<u>44,19\$</u>	<u>44,63\$</u>	<u>45,08\$</u>	<u>45,53\$</u>
<u>08</u>	<u>44,85\$</u>	<u>45,30\$</u>	<u>45,76\$</u>	<u>46,21\$</u>	<u>46,68\$</u>
<u>09</u>	<u>46,88\$</u>	<u>47,35\$</u>	<u>47,83\$</u>	<u>48,30\$</u>	<u>48,79\$</u>
<u>10</u>	<u>49,01\$</u>	<u>49,50\$</u>	<u>49,99\$</u>	<u>50,49\$</u>	<u>51,00\$</u>

Note 1 : The Cabin Attendants at level 1 and level 2 shall have a monthly guarantee of 75 hours per month. The pay progression between Level 1 and Level 2 shall occur after 12 calendar months.

Note 2 : Air Transat agrees to use narrow-body aircraft which it may introduce to its fleet in order to keep growing its business and compete with air carriers with which Transat and its subsidiaries may have contractual agreements.

Note 3 : Air Transat will hold CUPE harmless with respect to any dispute relating to the legality of these new scales. However, CUPE agrees to impress the legality of these new scales upon its members.

Grid B :

<u>Level</u>	<u>01/11/2010</u>	<u>01/11/2011</u>	<u>01/11/2012</u>	<u>01/11/2013</u>	<u>01/11/2014</u>
<u>01</u>	<u>27,34\$</u>	<u>27,61\$</u>	<u>27,89\$</u>	<u>28,17\$</u>	<u>28,45\$</u>
<u>02</u>	<u>34,05\$</u>	<u>34,39\$</u>	<u>34,73\$</u>	<u>35,08\$</u>	<u>35,43\$</u>
<u>03</u>	<u>35,93\$</u>	<u>36,28\$</u>	<u>36,65\$</u>	<u>37,01\$</u>	<u>37,38\$</u>
<u>04</u>	<u>37,79\$</u>	<u>38,17\$</u>	<u>38,55\$</u>	<u>38,94\$</u>	<u>39,33\$</u>
<u>05</u>	<u>39,66\$</u>	<u>40,06\$</u>	<u>40,46\$</u>	<u>40,86\$</u>	<u>41,27\$</u>
<u>06</u>	<u>41,67\$</u>	<u>42,09\$</u>	<u>42,51\$</u>	<u>42,94\$</u>	<u>43,36\$</u>
<u>07</u>	<u>43,75\$</u>	<u>44,19\$</u>	<u>44,63\$</u>	<u>45,08\$</u>	<u>45,53\$</u>
<u>08</u>	<u>44,85\$</u>	<u>45,30\$</u>	<u>45,76\$</u>	<u>46,21\$</u>	<u>46,68\$</u>
<u>09</u>	<u>46,88\$</u>	<u>47,35\$</u>	<u>47,83\$</u>	<u>48,30\$</u>	<u>48,79\$</u>
<u>10</u>	<u>49,01\$</u>	<u>49,50\$</u>	<u>49,99\$</u>	<u>50,49\$</u>	<u>51,00\$</u>

The initial period will last either for 12 months of service or for the first 24 calendar months following the time that the Cabin Attendant is hired, whichever period is shorter.

Progression from one of the following levels to the next will be achieved after 12 months of service for all Cabin Attendants with the exception of the two first levels of Grid A, refer to note 1.

24.02 Annual Lump Sum

<u>November 2010</u>	<u>1% lump sum</u>
<u>November 2011</u>	<u>1,5% lump sum</u>
<u>November 2012</u>	<u>1,5% lump sum</u>
<u>November 2013</u>	<u>1,5% lump sum</u>
<u>November 2014</u>	<u>1,5% lump sum</u>

The lump sum amounts shall be paid out no later than the 30th of November each year. The amounts shall be based on the employee's basic salary including overtime during between November 1st and October 31st of each year.

24.03 Flight Director premium

A Cabin Attendant holding the position of Flight Director will benefit from a premium for all flight periods (and flight time credits) when he holds his position:

Flight Director :

13,25 \$ as of November 1, 2010

13.75 \$ as of November 1, 2011

14.25 \$ as of November 1, 2012

14.75 \$ as of November 1, 2013

Flight Director premium shall be maintained on a yearly basis, should there be any operational or seasonal adjustments to be made. However, in the event of exceptional circumstances and a significant decrease in manpower, the employee's salary shall be adjusted to their actual classification.

24.04 Abolition of the Assistant Flight Director position

24.04.01 The Assistant Flight Director function shall be abolished gradually as of November 1st 2011.

However, between November 1st 2011 and October 31st 2011, the Company shall maintain a maximum of 87 Assistant Flight Directors.

From November 1st 2012 to October 31st 2013, the Company shall maintain a maximum of 47 Assistant Flight Directors.

Effective November 1st 2013, there will no longer be any Assistant Flight Directors.

The Cabin Attendant that remains as an Assistant Flight Director, shall receive the hourly premium (and flight credits) for the duration of each flight when occupying the function.

The hourly premium is established at 5.95\$.

24.04.02 Furthermore, Air Transat shall pay out a termination premium of 5000.00\$ for 100 individuals in the following manner:

1. Assistant Flight Directors on a voluntary basis (priority based);
2. Flight Directors that are interested should there be remaining premiums of 5000.00\$ available;
3. Should there be 5000.00\$ premiums remaining, they will be distributed, in a non voluntary manner, amongst the remaining Assistant Flight Directors in reverse order of seniority.

The 5000.00\$ premium shall only be available for the Assistant Flight Directors withdrawals taking place in November 2011.

24.05 Compensation

It is agreed that the crew complement specified in Article 7.06 will be met.

However, if for any reason whatsoever, a trip is operated without meeting the above-mentioned conditions, each Cabin Attendant who has worked such a trip will be granted a premium of 5.00\$ for each hour of flight worked on this trip, and for each missing Cabin Attendant.

For example:

- 1) A flight planned for 11 Cabin Attendants leaves with 10:
Premium of 5.00\$ per hour of flight for each of the Cabin Attendants working the trip.
- 2) A flight planned for 11 Cabin Attendants leaves with 9:
Premium of 10.00\$ per hour of flight for each of the Cabin Attendants working the trip.

When such a situation occurs at a station stop where no reserve blockholders are assigned, the Company will replace the missing Cabin Attendant(s) if a Company flight is leaving for the destination where the missing Cabin Attendant is required and the relief Cabin Attendant can join the crew at destination, while complying with the legal crew rest periods.

If the Company cannot replace the missing Cabin Attendant(s) due to reasons of logistics relating to Company flights, the premium will not be granted.

24.06 Changes to crew complement

Notwithstanding the foregoing, the Company reserves the right to reduce the crew complement specified in Article 7.06, without awarding the premium specified in Article 24.02, under the following circumstances:

- 1) When an aircraft is substituted for another and this change is known by the Company 4 hours or less before scheduled departure.
- 2) For all changes that are known over 4 hours before scheduled departure, the Company will provide for the number of Cabin Attendants, as defined in Article 7.06.

Moreover, it is agreed that when the number of passengers is greater than the capacity of the initially planned aircraft, or when Club Transat seats are sold while no Club service has been planned, the aircraft complement under Article 7.06 will apply.

- 3) Initial or final leg of a trip, of less than 1 hour and 30 minutes. In all cases, the crew complement will be in keeping with current government standards.

ARTICLE 25 SALARY PROTECTION IN CASE OF AN AIRCRAFT ACCIDENT OR INCIDENT

The Company hereby agrees to provide moral and financial support to Cabin Personnel who have become unfit to work due to injuries — both physical and psychological — sustained following an aircraft accident or incident while on duty.

25.01 Prisoner of war, hostage, hijack, internment, missing.

25.01.01 Procedure

A Cabin Attendant who, during the course of his work for the Company, is captured, imprisoned, interned, held hostage or missing, will be paid in accordance with the provisions of Article 25.01.02, until he is released or legally acknowledged to have died; nevertheless, if the Cabin Attendant has not been located and no proof of death has been established within a period of 12 months following his disappearance, payment of the basic monthly salary will then be discontinued by the Company.

25.01.02 Hostage / internment

Unless he has been found guilty of a criminal act or negligence, a Cabin Attendant who, while engaged in Company business, becomes interned or is reported missing, or is held hostage, will be entitled to his regular salary, which will be the greater of his average monthly salary over the preceding 3 month period or the equivalent of 75 hours calculated at his hourly rate of pay. This monthly compensation will be credited to the

Cabin Attendant's account and will be disbursed in accordance with written instructions from the Cabin Attendant, as indicated in Appendix A. Each Cabin Attendant will issue such instructions using this form.

A Cabin Attendant will not lose any pay as a result of the unlawful seizure of any aircraft to which he was assigned on either an operational or deadhead basis.

Notwithstanding the foregoing, a Cabin Attendant will also be entitled to any claim arising from WSIB, CSST and WCB legislation.

25.01.03 Death on duty

If a Cabin Attendant dies in service, the Company will pay the transportation costs and will assume responsibility for transporting the remains back to Canada according to the guidelines set forth in Appendix A.

ARTICLE 26 COMMISSION, DUTY-FREE SHOP AND DOMESTIC FLIGHTS BOUTIQUE

26.01 All regular and reserve blockholders are eligible for commission from the inflight sale of duty-free products and goods from the "domestic flights" boutique.

Such payment shall include the Cabin Attendants that are off due to work related injury and are compensated by the CSST, WSIB and WCB as well as the union officers that are released on a full time basis.

The commission shall be divided in equal portions between all Cabin Attendants mentioned above, including any Cabin Attendants affected to a sub-contract.

The monthly duty-free commission of 10% is calculated based on the total monthly revenue made through the sale of duty-free products including those on sub-contracts and domestic flights, and deducting any duty-free losses on board the aircraft.

In order to maximize the effect of the new commission plan, the parties agree to examine, on a monthly basis, the results of the sales for the previous month and to make any necessary changes to optimize the profitability of duty-free sales.

Frequency of payment This commission will be paid no later than 45 days after the qualifying month in which Cabin Personnel are entitled to receive it.

ARTICLE 27 UNION / MANAGEMENT COMMITTEES

27.01 Union / management meetings

27.01.01 The two parties recognize that it is in their interest to promote labour relations that will, to the greatest extent possible, meet the needs of Cabin Personnel and the Company.

27.01.02 Given that intent, it is agreed that there is a continual need to deal with contractual issues.

27.01.03 It is therefore agreed that the Company will meet with the Grievance and Negotiating Committee on a monthly basis to review the state of their relationship and to address the issues above-mentioned, with a view to finding mutually satisfactory solutions. These meetings will deal with such subjects as:

- communication between the two parties at all levels;
- the meaning and application of the provisions of the Collective Agreement;
- preliminary discussions on changes affecting Cabin Personnel's work or working conditions.

27.01.04 Any written amendments will remain binding on the parties for the duration of the existing Agreement.

27.01.05 The parties will also have the mandate to establish any sub-committees they deem necessary.

27.01.06 Dates of these meetings will be set by mutual agreement and minutes will be prepared by the Company and made available to all concerned within 10 days following such meeting, excluding Saturday, Sunday and statutory holidays.

27.02 Meeting with different committees

The Company shall release a maximum of the president of the committee and 3 Cabin Attendants from any other scheduled duty to attend meetings of each committee established under these provisions, except for the Health and Safety Committee. Should the Company require the release of more than 3 Cabin Attendants it shall cover all their costs.

Meetings of the committees established under these provisions must be scheduled on the blocks of the Cabin Attendants who have been designated to attend.

The Company assumes the transportation and hotel accommodation costs of the Cabin Attendants who are released to attend the meetings of the committees established under these provisions.

The Company shall incur the cost of travel and lodging of the Cabin Attendants released to participate in the committee meetings provided for in this article. The night preceding the meeting will be paid by the Company for travel between Toronto and Montreal and one night following the meeting will be paid by the Company for travel between Vancouver and Montreal or Toronto

The released committee members shall be provided hotel accommodations in the approved downtown hotels at the Company's expense.

The conference rooms to be used for all preparatory meetings shall be at the Company's head office. When such meetings only last a half a day, the Company shall be responsible for the reservation of a workspace, should the meeting be a full day, the Union is responsible for reserving their workspace

The Company is responsible for the transportation costs usually incurred for the travel of committee members. In the event that a meeting is held away from the Company's head office, the Company shall be responsible for covering the cost of transportation from the hotel to the location of the meeting.

The committee members shall be compensated as stipulated in the present collective agreement.

The committees and the Company must make every effort to schedule meetings at least 45 days in advance.

The committees may decide, if deemed necessary, to meet more frequently than the time indicated in the following table:

<u>Comittees</u>	<u># of meeting / year</u>	<u>Preparation required</u>
<u>Services</u>	<u>4</u>	<u>1 day</u>
<u>Crew meal</u>	<u>2</u>	<u>½ day</u>
<u>Duty-Free</u>	<u>2</u>	<u>½ day</u>
<u>Interline</u>	<u>2</u>	<u>½ day</u>
<u>Personnel Management</u>	<u>2</u>	<u>1 day</u>
<u>Environment</u>	<u>2</u>	<u>½ day</u>
<u>Hotel</u>	<u>2</u>	<u>1 day</u>
<u>Uniform</u>	<u>2</u>	<u>½ day</u>
<u>Pink Triangle</u>	<u>2</u>	<u>½ day</u>
<u>Pension</u>	<u>2</u>	<u>½ day</u>
<u>Insurances</u>	<u>4</u>	<u>1 day</u>
<u>Women</u>	<u>2</u>	<u>½ day</u>
<u>Block Review</u>	<u>2</u>	<u>½ day</u>

Where a meeting has not been scheduled on their blocks, the committee members shall be flight released and shall receive either 4 hours per day or the credits planned for their block. Reserve Cabin Attendants shall receive 4 hours per day. All days off shall be repaid.

27.02.01 Hotel Accomodation Committee

Made up of one Cabin Attendant representative per home base, this Committee is designed to evaluate hotels and any other related matters dealing with accommodations when Cabin Personnel are away from home base.

Moreover, a member of the Hotel Accommodation Committee will evaluate the hotels chosen beforehand by the Company in accordance with the selection grid Appendix D). For this purpose, the Company will relieve the committee member concerned from his duties, for the agreed upon time, so that he can accompany the Company representative.

The Hotel Accommodation Committee will evaluate all the hotels on a yearly basis by providing the membership with a hotel survey. This survey will be used by the Committee to determine and to advise the Company of the hotels/destination that require change for the upcoming season.

A list of changes will be forwarded to the Company each year. The Company will then set up dates for visiting these destinations and other hotels to be viewed by the Union's representative. The Union's representative will than notify the company on the hotels selected.

The hotels used by the Cabin Attendants shall all be approved by the Union's Hotel Accommodation Committee.

Then, the Selection Committee, made up of a member or representative of the Hotel Accommodation Committee for cabin crews, the Company and flight crews, will meet in order to make a final choice for each of the destinations concerned with renewal.

The Committee is responsible for the following:

- 1) To accumulate the comments from Cabin Attendants concerning the hotels used;
- 2) Advise the Company, in writing, by way of a report, of all complaints received concerning hotels;
- 3) To assure that the Company respect the criteria established;
- 4) To advise the Company that a change of hotel is immediately necessary;
- 5) The final selections shall be agreed upon by both parties no later than April 1 of each year;
- 6) The Committee will meet on a quarterly basis in order to discuss the hotel situations.

27.02.02 Health and Safety

The Union and the Company agree to promote the implementation of any measures required for occupational health and safety, in accordance with Article 8.

27.02.03 Block Review Committee

A Block Review Committee will be set up at each home base and will carry out the role established under B2.02.

27.02.04 Women's Committee

The Women's Committee will look after increasing Cabin Personnel's and the Company's awareness of matters relating to the status of women.

27.02.05 Duty-Free Committee

The Committee's objective is to make recommendations to the Company in order to maximize revenues from this service.

27.02.06 Uniform Committee

The Committee's objective is to make recommendations to the Company about the colour, fabric, model and safety of uniforms, in accordance with Article 20.

27.02.07 Pink Triangle Committee

The objective of this Committee is to promote and guarantee the same employee benefits and the same rights and privileges for members identifying themselves as gay, lesbian, bisexual, transsexual, transgender and/or two-spirited .

27.02.08 Environmental Committee

The objective of this Committee is to recommend and explore various ways in which Air Transat can reduce their environmental footprint.

27.02.09 Join Insurance Committee

The Committee is a joint committee composed of two Company representatives and two Union representatives to discuss changes to and the renewal of the insurance contract. This committee shall meet twice a year, however, at the time the insurance contract is up for renewal the Committee shall meet as necessary. The members of the Committee may request that experts accompany them during such meetings as required. The Company shall provide any information regarding the Cabin Personnel insurance file (Statistics involving cost and group experience from the current and previous year). The Committee may ask to meet the insurance company when necessary.

27.02.10 Personnel Management Committee

The parties agree to pursue the work currently being done by the Personnel Management Committee and to maintain the climate of cooperation and the policies adopted in processing the cases submitted. The Committee will examine the following matters, taking into account the Company's operational and/or administrative requirements:

- layoffs (reducing their impact);
- bumping and recall process;
- awarding leaves of absence without pay, vacations, shared blocks and mini blocks;
- changes to classification awards scheduled in the monthly planning.

If necessary, the Committee will recommend to the Company arrangements that differ from those originally planned.

To reduce the impact of layoffs, the Committee will offer the alternatives below, in the following order, to a Cabin Attendant who so requests:

- leaves of absence without pay;
- voluntary layoffs;
- shared blocks;
- vacation;
- mini blockholder.

These will be granted solely according to the classification seniority of the Cabin Attendant who so requests it, regardless of the nature of the request.

A reasonable amount of time shall be allotted to the Committee to handle complaints regarding vacation awards.

The days used may be shared between more than one member.

27.02.11 Service Committee

The Company and the Union will meet to discuss the Cabin Attendants' duties. Before making any changes to Cabin Attendants' duties, the Company must notify the Union at least 30 days in advance.

27.02.12 Interline Committee

The objective of this committee is to make recommendations to the Company in order to maximize the transportation benefits and privileges (interline policy).

27.02.13 Crew meal Committee

The objective of this committee is to taste and make recommendations on the choice of the crew meals.

The Committee, with the Company, shall be observant of all aspects of nutrition, meaning quantity and variety.

The Company shall consult the members of the committee prior to determining, changing or renewing crew meals.

The Committee and the Company must implement nutritional practices that allow a Cabin Attendant to have meals at appropriate intervals and in accordance with the Canada's food guide.

The provisions of this article are meant to cover the majority of situations. Some adjustments may be necessary on certain flight itineraries in order to maintain an appropriate nutrition level. In the even that the quality, quantity and/or variety of the meals are considered deficient or deteriorating, the Company shall agree to correct the problem within 30 days following the receipt of a written complaint by the Crew meal Committee.

27.02.14 Pension Committee

The Company recognizes that it is the Pension Committee's mandate to monitor the plan's performance and explain how it works to the Cabin Attendants. Only one committee member is delegated to sit on the joint management-union Investment Plan Monitoring Committee.

The Pension Committee members and the Company will meet as required, but at least once a year.

ARTICLE 28 GRIEVANCE PROCEDURE

Preamble It is the desire of both parties to this Agreement that grievances be settled as promptly as possible. A Cabin Attendant who feels he has a grievance should first attempt to settle it with an Inflight Service supervisor. The Cabin Attendant may be accompanied by a union representative.

28.01 For the purpose of the Articles and this Collective Agreement, the term "grievance" means all differences of opinion concerning the interpretation, application, administration or alleged violation of the Collective Agreement as well as any disagreement concerning working conditions or directly relating to working conditions.

Grievances of a general or policy nature may be initiated by the Union at the appropriate higher level of this procedure depending on the nature and scope of such grievance.

There are two steps in the grievance procedure to settle the grievance in order to avoid bringing it to arbitration. These two steps are as follows:

Step I

Meeting with the Inflight Service Manager at the Cabin Attendant's home base.

Step II

Meeting with the Inflight Service Vice-President.

28.02 Grievances under this Article may be initiated by any Cabin Attendant, or group of Cabin Personnel, who consider themselves aggrieved, or by the Union, provided such grievance be filed within a period of 60 days after the grievor(s) would reasonably have knowledge of the incident giving rise to the grievance. Moreover, the Cabin Attendant subject to disciplinary action or discharge who feels unfairly treated may lodge a grievance through the Union within 15 days of receiving the Company's decision, excluding Saturday, Sunday and statutory holidays.

The Union may file directly at Step II of the grievance procedure any grievance relating to the discharge of a Cabin Attendant.

28.03 A hearing will be held by the Company within 15 days after the grievance has been received (Step I).

28.03.01 A decision must be rendered within 15 days of the hearing, and the parties concerned, including for the Union, the Griever(s), the President(s) of the appropriate locals and the Component President, must be given written notification thereof. Should there be no reply within the above time limits or if the Union disagrees with the decision, it may appeal at Step II of the procedure within 15 days of either of the above-mentioned eventualities.

28.04 Time limits will be exclusive of Saturdays, Sundays and statutory holidays and may be extended by mutual written agreement.

28.05 Any decision not appealed within the relevant time limits will be final and binding on the parties concerned.

28.06 All Cabin Personnel witnesses called by the Union will be granted the time off needed, subject to the requirements of the operation, in order to make their deposition, and will be provided transportation if space available to and from the hearing.

28.07 After receiving notice from the Union to lodge the grievance at Step II, the Company will have 15 days to hold a hearing, and 15 days after that to inform the Union of its final decision.

28.08 If no satisfactory settlement is obtained at Step II, the Union may initiate the arbitration procedure, in accordance with Article 30, within 60 days of receiving the Company's decision.

28.09 The employee will be released to attend meetings referred to in this Article at the request of the Company and will receive 4 pay for each meeting/hearing with the Company or, where released from a flight, the scheduled flight time credits for the flight.

28.10 At the written request of the Union or the Company, the other party will make available copies of any documents relevant to the grievance. The Company shall send a copy of all relevant documents within 10 business days following the request.

ARTICLE 29 DISCIPLINE, DISCHARGE AND PERSONAL FILE

29.01 The parties acknowledge that in drawing up the provisions of this Article, they recognized and endorsed the following principles, in the case of all disciplinary action and discharges:

- a) disciplinary progression within the limits recognized by jurisprudence;
- b) it is in everyone's interest to rehabilitate the employee rather than use punitive measures.

The Company will exercise its rights hereunder in a fair and reasonable manner, in good faith and without discrimination, in keeping with the provisions of this Agreement.

29.02 When disciplinary action is contemplated, the Cabin Attendant may be held out of service for not more than 14 consecutive calendar days in order for a thorough investigation to be conducted.

When the Company meets with a Cabin Attendant in order to inform him of disciplinary action taken against him, he may be accompanied by a union representative.

The Company must act diligently in the conduct of an investigation and must decide on the disciplinary action, if applicable, within a reasonable period of time.

29.03 The Company will notify Cabin Personnel and the Union, in writing, letter and email of any disciplinary or investigative meetings to be attended by the employee at least 48 hours in advance of such a meeting. The amount of advance notice may be reduced by mutual agreement between the Company, the Union and the employee. This notification will include the time and date of the meetings as well as the reason or incident under investigation and of the Cabin Attendant's right to have a union representative present. Where a union representative is not available, the meeting shall take place at another mutually agreed time. Should the Cabin Attendant be on leave of absence without pay and away from his home base, he shall not be required to attend such a meeting until his return.

When meeting are to be held under Article 29, for the Toronto base, such meetings will take place in the Handlex offices when available.

29.04 When disciplinary action is contemplated, the Cabin Attendant will be so informed prior to formal action being taken, unless reasonable efforts to contact the Cabin Attendant are unsuccessful.

29.05 When disciplinary action is considered necessary, the Cabin Attendant will be advised in writing of such disciplinary action and the reasons for it. Such notice will be copied to the Local Union's President and Component President.

29.05.01 When a Cabin Attendant is suspended, he will be removed from the payroll for the number of days involved and his minimum monthly guarantee and his maximum monthly guarantee will be reduced by 2 hours and 10 minutes for each day of suspension.

29.06. Personal file

For each Cabin Attendant, the Company maintains a personal file, excluding performance reviews made by Flight Directors or Flight Director Coaches.

If disciplinary action is contemplated against a Cabin Attendant, the Company may take into account only disciplinary action carried out within the 24 month period preceding the new offence.

At the Cabin Attendant's request, any documentation relating to disciplinary action more than 24 months ago will be removed from his personal file. The Company may keep in the personal file any documentation relating to disciplinary action of 24 months ago in cases where the Cabin Attendant has been subject to disciplinary action of a similar nature over the past 24 months.

Notwithstanding the foregoing, any documentation relating to disciplinary action of more than 36 months ago will be deemed to be removed from the personal file.

29.06.01 Confidentiality

A Cabin Attendant's personal file will be kept strictly confidential and under no circumstances may it be accessible to anyone other than supervisors in the Company's Operations and Human Resources departments, in carrying out their responsibilities.

29.06.02 Consultation of personal file

In the presence of an authorized company representative, a Cabin Attendant may consult his personal file as long as he does so at reasonable times of the day; he may be accompanied by a union representative.

Should the Cabin Attendant request a copy of his personal file, the Company may charge for photocopy expenses at a reasonable cost.

29.07 At the written request of the Union or the Company, the other party will make available copies of any documents relevant to the investigation.

29.08 The employee will be released to attend meetings referred to in this Article at the request of the Company and will receive 4 hours pay for each meeting/hearing with the Company or, where released from a flight, the scheduled flight time credits for the flight.

29.09 A Cabin Attendant must read and sign any flight report or Cabin Attendant assessment containing an unfavorable comment about him.

A Cabin Attendant must read and sign any other document containing an unfavorable comment about him should the Company intend to use it for disciplinary purposes. In the event that a hard copy of the document cannot be given to the employee, it shall be communicated in a manner best suited in order for the Cabin Attendant to be made aware.

A Cabin Attendant may not refuse to sign such a document. However, his signature is not to be interpreted as a recognition of the document's or comment's validity.

ARTICLE 30 ARBITRATION PROCEDURE

30.01 Any dispute not settled in accordance with Article 28 and Article 29 may be submitted to an arbitrator who will be selected jointly by the parties. The party electing arbitration will serve notice of intent to arbitrate within 60 days of receiving the Company's decision and will submit the name of at least 1 arbitrator to the other party. If the parties are unable to agree on the choice of an arbitrator within 15 calendar days after notice of intent has been received, the Minister of Labour will be requested to appoint an arbitrator.

30.02 The arbitrator will have full jurisdiction over matters placed in his hands under the terms of this Agreement.

30.03 The arbitrator will have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

30.04 The arbitrator will establish his own procedure consistent with the principles of natural justice.

30.05 The arbitrator will have full authority, in the case of a grievance appeal, to render any decision that is fair and equitable with regard to the interpretation, application and alleged violation of the Agreement and to any grievance of a disciplinary nature.

30.05.01 In the case of disciplinary or discharge appeals, the arbitrator will have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.

30.05.02 In such disciplinary or discharge appeals, the arbitrator may uphold the Company's final decision, fully exonerate and reinstate the Cabin Attendant with pay for all time lost or render such other decision as he considers just and equitable.

30.05.03 In the case of an arbitration where the decision has been to reinstate the Cabin Attendant, any salary adjustment included in the decision will be paid to the Cabin Attendant within 30 days after receiving the decision.

30.05.04 The arbitrator's decisions will be final and binding on the Union, the Company and the Cabin Attendant involved.

30.06 The Company will provide the Union with a copy of all documents and materials relating to the grievance.

30.07 For any arbitration hearing, Cabin Personnel called as witnesses will be granted the time needed for their deposition as well as facilitate their transportation on the Company's system.

Subject to 14.03 each party will cover the costs of replacing their respective witnesses.

30.08 Compensation of the arbitrator and the expenses incurred by him will be shared equally by each party.

30.09 The provisions of Article 30 will in no way limit restrict or abridge any rights or privileges accorded to either party under the law.

ARTICLE 31 NO WORK INTERRUPTIONS

31.01 In view of the organized procedure for settling grievances, no Cabin Attendant will go on strike, and the Union will not declare or authorize a strike by any of its Cabin Personnel; moreover, the Company agrees not to declare or order a lock-out against any Cabin Attendant until the requirements dictated by the Canada Labour Code have been met. Furthermore, the parties agree to refrain from any pressure tactics throughout the duration of this Agreement.

31.01.01 For the purposes of this Article, the terms "strike" and "lock-out" have the same meanings as those used by the Canada Labour Code.

31.02 It is agreed that neither the Union nor Cabin Attendants will interrupt work due to a dispute or a disagreement between individuals, companies, unions or associations that have not signed this Agreement, as long as the Company takes the necessary steps to ensure the safety of its Cabin Personnel at all times during such conflicts.

A Cabin Attendant, who refuses to cross a legal picket line of an airline union that has not signed this Agreement, may not be disciplined for this sole reason alone if the Company did not ensure his safety in accordance with the preceding paragraph.

31.03 The Company agrees never to place its Cabin Personnel in contact with replacement workers (strike breakers) performing the duties that are normally the responsibility of Cabin Personnel or placed on the Company's flights, by the Company, in anticipation of a possible dispute.

ARTICLE 32 EMPLOYEE BENEFITS PLAN

32.01 Insurances

32.01.01 Group insurance plan and summary of benefits

The Company agrees to maintain a flexible group insurance plan for the benefit of Cabin Personnel who have completed a 3 month waiting period. The Company will finance 100% of the following types of compulsory coverage for its employees:

- Life insurance (equal to annual pay);
- Death and accidental dismemberment (equal to annual pay);
- Short-term disability insurance;
- Illness (basic care);
- Dental care (basic care).

and 50% of the following types of compulsory coverage for dependents:

- Illness (basic care);
- Dental care (basic care).

Cost-sharing The employee covers 100% of the costs of long-term salary insurance and the total cost of the options selected for the various types of coverage available.

Notwithstanding the foregoing, the employee will benefit from compulsory basic personal coverage for medical expenses as well as for life insurance, starting on the first day of his assignment.

Compulsory coverage

a) Life and death and accidental dismemberment insurance

The equivalent of the annual salary established on the basis of 900 hours annually (75 hours per month) times the hourly applicable rate rounded off to the next highest multiple of 1,000.

b) Short-term disability insurance

All Cabin Attendants entitled to disability insurance will benefit from:

66 2/3 % of the weekly salary (75 hours x hourly rate + premium, if applicable x 12, divided by 52 weeks), up to a maximum of one thousand dollars (\$1,000) in the event of disability of no more than 15 weeks (a waiting period of 7 calendar days, including grey days, is applicable to each period of disability).

The hourly rate used is the higher of the following 2 rates:

- Current rate of pay + current premium, or
- Current rate of pay + average of premium, calculated for the previous period of the past 12 months.

This calculation is designed to correct the effect of seasonal fluctuations on Flight Director premiums.

c) Long-term disability insurance

60% of that portion of the monthly salary that is less than 2,083.00\$ and 45% of any amount over and above, in the event of disability extending beyond 15 weeks.

Employees who have selected the indexing option benefit from an adjustment in long-term disability benefits according to the variations in the consumer price index, up to a maximum of 3% annually.

No weekly benefit will be payable for a disability that commenced during a period of layoff or during a leave of absence without pay of a specified duration or exceeding 31 days.

d) Medical insurance

Any Cabin Attendant who has incurred medical expenses (hospitalization, medication, treatments and paramedical expenses) covered by the insurance will be refunded according to the provisions of the insurance policy in effect.

e) Dental insurance

Any Cabin Attendant who has incurred expenses for dental care will be refunded according to the provisions of the insurance policy in force.

32.02 Maintenance of benefits during absence

Insurance coverage will be maintained during layoffs having a specified duration of under 31 days as well as during maternity leaves. The same coverage will be maintained throughout child care leave. The same coverage will be maintained throughout child care leave as well a leave of absence described in article 17.15 and 13.01.02, unless the Cabin Attendant gives instructions otherwise. In all above-mentioned situations, the Cabin Attendant will refund the Company, by postdated cheques, for the amount equivalent to his premium to the plan that he usually makes.

Notwithstanding the foregoing, a Cabin Attendant residing in Quebec will maintain his drug insurance in effect for the duration of his absence during child care leave. The Cabin Attendant will refund the Company, by postdated cheques, for the amount equivalent to his premium.

For any leave of absence without pay of 31 days or less, the Company will maintain the insurance plan according to the options indicated by the Cabin Attendant, who will refund the total premium in two instalments deducted on his pay cheque upon his return.

32.03 Insurance policy

Joint insurance committee A joint Committee is put in place as per article 27.02.09.

- a. Notwithstanding the foregoing, the insurance policy will be the legal copy for interpretation and validation of insurance coverage and benefits, and the Union will have access to a copy of any insurance policy governing any insurance plan covering Cabin Personnel.
- b. The present group insurance plan will remain in effect for the duration of this Agreement and any amendments thereto will be made following an agreement reached between the parties.
- c. **Spouses of the same sex** Moreover, for group insurance, spouses of the same sex form an integral part of the coverage for dependents.
- d. **Legislative measures** In the event of reduction, through legislative or other measures, in a premium payable by the Company for any compensation from which Cabin Personnel benefit, the savings thus realized will be used to increase certain benefits or reduce payable premiums.

ARTICLE 33

RETIREMENT SAVINGS PLAN

33.01 Multi Sector Pension Plan (MSPP)

A Cabin Attendant who has completed his probationary period must join the Multi-Sector Pension Plan.

1) In this Article, the terms used shall have the meanings as described:

- “Plan”: means a retirement vehicle as determined by the Union.
 - “Applicable wages”: means the basic straight time wages for all hours worked (including Flight Director and Assistant Flight Director premiums) and in addition:
 - I. the straight time component of hours worked on a holiday;
 - II. holiday pay, for the hours not worked, and
 - III. vacation pay.
- All other payments, premiums, allowances and similar payments are excluded.
- “Eligible employee”: means full time and part time employees in the certification unit who have completed six (6) months of service and their probationary period as per the Collective Agreement.

The Company and each admissible employee covered by this collective agreement, shall, at each pay period, contribute amounts equivalent to the following:

At November 1st 2011, Company contribution 3% and employee contribution 3%;

At November 1st 2012, Company contribution 4% and employee contribution 4%;

At November 1st 2013, Company contribution 5% and employee contribution 4.5%;

At November 1st 2014, Company contribution 5% and employee contribution 5%.

These contributions are based on the applicable salary to the plan in place as of November 1st 2004.

Note: It is understood that the 1% increase of the employer/employee contribution to the MSPP program in 2013 is in lieu of the profit sharing plan (bonus), previously described in Article 24, being abolished.

The Cabin Attendant on a leave of absence and chooses to participate, is admissible, however, he must pay both his contribution as well as that of the Company.

- 2) The employee and employer contributions shall be remitted to the plan by the Employer within 15 calendar days after the end of each pay period for which the contributions are attributable.
- 3) The Union acknowledges and agrees that other than making its contributions to the plan, as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the plan were a defined contribution plan.

4) The Employer agrees to provide to the Administrator of the plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and to the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in an electronically readable form, it shall be provided in such form to the plan if the Administrator so requests.

- For further specificity, the items required for each eligible employee by Article 5 of the Agreement include:

I. To be provided once only at plan commencement

- Date of hire,
- Date of birth,
- Date of first contribution,
- Seniority list including hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit).

II. To be provided with each remittance:

- Name,
- Social insurance number,
- Monthly remittance,
- Pensionable earnings,
- Year-to-date contributions,
- Employer portion of arrears owing due to error or late enrolment by the Employer.

III. To be provided initially and as status changes:

- Full address,
- Termination date, where applicable (MM/DD/YY),
- Marital status.

- 5) The Company agrees to be bound by the terms of this agreement and declaration of trust and by the rules and regulations of the scheme adopted by the administrators of the plan, with all their successive amendments. In addition, the employer agrees to participate in an agreement with the administrators of the plan in the form attached (Appendix E)

33.02 Deferred Profit Sharing Plan/Registered Retirement Savings Plan (DPSP/RRSP)

33.02.01 General principles

In addition to the MSPP, there are two different but inseparable parts to this program : an RRSP and DPSP.

The employee's contribution to the RRSP will be three hundred and fifty dollars (\$350) made through salary deductions, with immediate income tax adjustments.

The employee may contribute more, in accordance with the terms and conditions defined in the plan.

The Employer's contribution to the DPSP, on behalf of the employee, paid by February 15th of each year will be 350.00\$ annually.

33.02.02 Terms, conditions and information

The Company will make available the DPSP/RRSP pamphlet available to the Cabin Attendant, explaining the practical terms and conditions of the plan as well as provide the Union with a copy of of the plans as wells as the rules and regulations governing the, (DPSP/RRSP).

Employees outside of Québec shall have the option to place monies in the DPSP directly into an RRSP including the employer's contribution.

33.02.03 Purpose of a group RRPS

A Cabin Attendant may use the group RRSP to deposit cash payments received under the Company's profit sharing plan and also the sick leave credits cash reimbursement balance and any payment of exceptional vacation days as provided under article 15.05.

ARTICLE 34 NON DISCRIMINATION

34.01 Discrimination

A Cabin Attendant may not be subject to pressure tactics, constraints or discrimination on the part of the Company for any matters relating to race, country of origin or descent, colour, religion, age, sex, marital status, political allegiance, pregnancy, sexual orientation, trans-sexualism, language, social status, place of residence, union representative status, disability or perceived disability or use of any means to offset such disability or perceived disability.

34.02 Harassment

A Cabin Attendant is entitled to a work environment that is free from psychological harassment. The Company must implement all reasonable measures to prevent

psychological harassment and to ensure that it ceases when it is made aware of such conduct.

34.02.01 Definition

Harassment means conduct that creates an intimidating, threatening, coercive or hostile work environment. Harassment also means any behaviour, remarks, action or contact that may offend or humiliate a Cabin Attendant with regard to any of the criteria specified in 34.01, or which, in the same regard, may reasonably be interpreted by that employee as putting his job or possible training or advancement at risk unless certain conditions of a sexual nature are met.

Without limiting the definition in 34.02.01, it is agreed that sexual harassment is a particular concern to both parties; consequently, it is agreed that sexual harassment includes, but is not limited to:

01. unnecessary touching, patting;
02. suggestive remarks or other verbal abuse;
03. compromising invitations;
04. ogling someone's body;
05. requests for sexual favours;
06. physical assault;
07. use of power or intimidation to obtain sexual favours.

34.02.02 Statement of principles

01. The Company will inform all its Cabin Personnel as well as its management personnel that any violation of this policy may give rise to disciplinary action. The Company will also apply this policy to Cabin Personnel in initial training.
02. Cases of sexual harassment and other forms of harassment will be considered discriminatory and the Company agrees to deal with them quickly.
03. The Company recognizes the principle that it is its responsibility to maintain a work environment that is free from any discrimination, and the Union agrees, insofar as possible, to inform Cabin Attendants and increase their awareness of the current policy.

34.02.03 Anti-harassment policy

In order to quickly and efficiently process harassment complaints, the Company and the Union agree to the following procedure:

A member of management from the Human Resources Department is responsible for counselling victims, helping them and receiving their complaints.

When necessary, this person may appoint someone from outside Air Transat who is a trained professional to counsel and provide assistance to the harassment victims.

34.02.04 The investigation

The investigation must ensure :

01. Confidentiality of complaints and investigations;
02. Both parties' right to be heard and accompanied by a union representative of their choice;
03. The parties' right to be informed in writing of any decision relating to the dispute;
04. The right of the alleged victim not to work with the alleged harasser, without prejudice to the alleged victim's rights or salary;
05. The alleged victim's right to be protected against any form of retaliation;
06. The alleged victim's right to have no information on his personal life, lifestyle or style of dress be taken into consideration during the internal investigation, including their personal file;
07. The decision resulting from the investigation and steps taken by the Company will be communicated in writing to the employee making the complaint and to the alleged harasser;
08. Upon recommendation from the person in charge of conducting the investigation, the Company may take appropriate disciplinary action, in keeping with the damage caused;
09. Both parties concerned shall be kept informed of the case's progress on a regular basis;

34.03 Cabin Personnel who believe they are victims of harassment may exercise **their** recourse under Articles 28 at Step II, 29 and 30, as well as under the Canadian Human Rights Act.

34.04 The Company must post the Company Harassment Policy in the crew rooms and give a copy to the Union.

34.05 The Company will offer training on the subject of harassment in the workplace during the duration of the collective agreement.

ARTICLE 35 TRAVEL BENEFITS

35.01 Present plan and benefits

Air Transat will provide its Cabin Personnel with reduced-rate fares.

Note: However, it is understood by both parties that Cabin Attendants shall benefit from interline privileges 6 months after their date of hire.

35.01.01 The Company will offer each Cabin Attendant, his parents (father, mother, father's spouse, mother's spouse, adoptive parents and legal guardians), children, spouse and/or common-law spouse, including a spouse of the same sex, free or reduced-rate travel benefits on company flights, in accordance with company policies.

Regular Cabin Personnel will have access to all reduced-rate travel benefits offered by other airlines, in accordance with agreements reached or to be reached between the Company and other airlines.

A Cabin Attendant on layoff will benefit from interline privileges for at least 2 months, starting from the initial date of layoff.

The Company agrees to form a Travel Benefits Committee made up of equal representation of various group of employees, including at least 1 representative from the Union.

35.02 Confirmed passes

The employee (Cabin Attendant) may travel with a person other than those who are eligible for confirmed ticket benefits, as defined in Article 34; however, that person is not eligible for such a benefit unless accompanied by the employee (Cabin Attendant).

35.03 Stand-by tickets

The travel companion of an employee (Cabin Attendant) accompanying the latter may benefit from an empty seat, if there are any, upon payment of 150,00\$ made to the Company.

35.04 Ferry Flight

The Company agrees in principle to the use of ferry flights for personal travel inasmuch as there are no any additional costs to the Company for security measures, for adhering to government standards (including the requirement for a Cabin Attendant to be on duty during flight) or for any other reasons.

ARTICLE 36 DURATION OF AGREEMENT

36.01 All clauses and provisions of this Agreement will be subject to present or future legislation; nevertheless, if a clause in this Agreement should be nullified by present or future legislation, such invalidation will not invalidate the other clauses of this Agreement and they will remain in full force.

It is agreed that the Block Rules form an integral part of the Agreement.

36.02 In the event of plans for a new type of aircraft to be introduced, the Company will inform the Union as quickly as possible and no later than the official date of notification given by the Company to Transport Canada. A copy of this notice or proof thereof will be given to the Union.

Within 14 days of the date of the notification given to Transport Canada or earlier, upon agreement between the parties, the Company and the Union will open negotiations to resolve the question of crew complement, in accordance with Article 7.06.

If no agreement is reached within 30 days of the starting date of the discussions, the Company will be free to put the new aircraft into operation. The Union may then lodge a grievance and resort directly to Article 30, Arbitration Procedure.

The Union will be consulted prior to the implementation of service procedures, emergency and galley equipment, crew facilities, new service, new cabin and new classes as well as aircraft configuration.

36.03 This Agreement will become effective from the time it is signed and will continue until October 31, 2015, subject to any amendments made by written agreement between the parties.

36.04 This Agreement will continue, starting from the expiry date, to bind the parties from year to year, unless one party gives the other written notification of its desire to revise it. Such notification will be sent to the other party not later than 45 calendar days prior to the expiry date of this Agreement.

36.05 Once such notification of negotiations has been given hereunder, the provisions of this Agreement will continue to apply until a new agreement is signed.

In witness thereof, the parties have signed
AIR TRANSAT A.T. INC.

S.C.F.P.
Division du transport aérien

Jean-François Lemay
Legal Counsel

Nathalie Stringer
Component President

Suzanne Viens
Vice-President, Human Resources

Caroline Bédard
Component Vice-President

Stéphanie Roch
Director, Labor Relations

Michael Reed
Component Secretary-Treasurer

Normand Gauron
Senior Director, Operations control,
Planning and Crew Scheduling

Karene Benabou
President, Local 4041

Des Ryan
Vice-President, Inflight Service

Jose Rosado
President-interim, Local 4047

Craig Henderson
Manager, FD Performance – YVR

Julie Roberts
President, Local 4078

Nathalie Legault
Vice-President Assistant, Inflight Service

François Bellemare
Union Representative, CUPE

BLOCK RULES

ARTICLE B1 INTRODUCTION

B1.01 Objectives

The fundamental objectives of the Block Rules are as follows:

B1.01.01 To provide an orderly method of flight assignment in keeping with the principles of seniority;

B1.01.02 To provide Cabin Personnel with the rest and relaxation required for the performance of their duties;

B1.01.03 To provide coverage for all flights in a direct and efficient manner;

B1.01.04 To allow the Company to operate its business with maximum efficiency;

B1.01.05 To ensure that the fatigue factor be taken into consideration when creating pairings and building the schedules.

ARTICLE B2 PREPARATION OF BLOCKS

B2.01 Every month, the Company will prepare blocks according to the needs of its operation, in keeping with the provisions of this Agreement

B2.02 In its advisory capacity, the Block Review Committee will have the responsibility of reviewing the preparation and awarding of regular and reserve blocks according to the provisions of this Agreement. In order to review the awarding of regular and reserve blocks, a representative of the Committee at each of the bases will receive the results by fax/e-mail on the 23rd of each month no later than 12:00 EST/EDT and will review these results with the Company before Cabin Personnel are informed of them.

B2.02.01 Any errors in the preparation of regular or reserve blocks that are discovered by the Committee will be corrected.

If reoptimization is the ultimate solution for correcting the error noted, both parties will jointly decide whether it is appropriate to do so, taking alternate solutions into account.

In the event of reoptimization, the block announcement period will be delayed and Cabin Personnel will be notified by voice mail, E-CREW and an email will be sent to the CA to notify him.

B2.02.02 Following the official announcement of regular and reserve blocks, a Cabin Attendant who gives notification of a possible error in awarding a block will submit a request for review to Planning and/or to the Committee, no later than the last day of the current month, before noon. Where Cabin Personnel are away from their home base during the above contesting period, the contesting period for those Cabin Personnel shall be within 48 hours of his return to his home base.

01. If the error of which the Company and/or the Committee has been notified is fact justified, the Company shall correct the error and the Cabin Attendant affected will be awarded the pairing they originally bid upon as an additional crew member. If this is not possible, the Cabin Attendant affected will be subject to no loss of pay for the month

affected and, if possible, the Company will set up the Cabin Attendant's schedule taking his bid into account and will notify the Committee accordingly.

B2.02.03 Flight time incorrectly indicated on a block as a result of an error in typing, addition or printing will be subject to correction for pay purposes and limitations.

B2.03 A member of the Committee provided for in 27.02.03, for each of the home bases, will be given a day off on the day that the blocks are announced. If notification of an error is given, he will also be given a day off on the last day of the month. He will receive a credit of 4 hours per day or the credits planned for his block, whichever is greater.

ARTICLE B3 PAIRINGS

B3.01 Pairings will be available, in sufficient numbers, in the crew lounge computer from 17:00 EST/EDT on the 11th day of each month until no later than the 12th day at 17:00 EST/EDT. The daily reserve staffing forecast requirements are available during this same period. Cabin Personnel will have from the 11th day at 17:00 EST/EDT to the 21st at noon of each month to enter their bids in the PBS. Any revisions shall be provided to Cabin Personnel as they occur.

B3.01.01 Once the blocks have been revised by the Block review Committee, the Company will make the blocks available, at the latest, the 23rd of the month as soon as possible or by 16h00 EST/EDT at the very latest and as per B5.06. The Company shall post the block results for each base (master blocks) on the Internet, when available.

B3.01.02 Pairings shall have an 8 day maximum and must be less than 52 hours.

B3.02 Regular blocks will be established in such a way that the total flying hours are close to an average of 75 hours per Cabin Attendant, in keeping with the parameters set forth in the Agreement.

B3.02.01 Reserve blocks will indicate the blockholder's duty days, RAM and RPM, days off, untouchable days off and classification.

B3.02.02 Regular blocks will indicate days off and grey days as well as pairings, requalification days and In-Flight Service meetings.

ARTICLE B4 AWARD INFORMATION

In order for Cabin Personnel to be able to bid for their monthly blocks, an explanatory letter will be issued and will contain the pairings and the following information.

B4.01 The deadline (time and date) for entering the information in the PBS.

B4.02 The list of pairings will indicate the following information for each flight or flight sequence:

- Date of operation
- Flight numbers
- Aircraft type
- Flight routing
- Per diem per pairing
- Local departure time
- Local arrival time
- Flight time credits
- Foreign language pairing
- Fatigue factor

The daily reserve staffing forecast requirements are provided with the list of pairings.

B4.03 In each crew lounge, the Company will post the following information on a monthly basis prior to the 12th of each month or the next business day if the 12th falls on a week-end or statutory holiday:

- 1) The names of Cabin Personnel requiring training during the month;
- 2) Special assignments as soon as they are received from the Marketing Department.

B4.04 In each crew lounge, the Company will post the following information on an annual basis:

- 1) The names of Cabin Personnel on vacation;
- 2) The names of Cabin Personnel scheduled for Flight Directors' monthly meeting.

B4.05 The Company shall make available to Cabin Attendants a system that will allow them to have proof of all requests sent.

B4.06 The CSO will make available to Cabin Personnel on a layover the information mentioned above in Article B4.03.

B4.07 It is the Cabin Personnel's responsibility to check their voice mail, E-CREW System or call CSO on their return from an assignment in order to find out whether any changes have been made to their blocks.

B4.08 The CSO will call a Cabin Attendant who is late for their « Phone-in » or register on E-CREW, one time. The CSO will call the Cabin Attendant who is late at the first number in their file.

ARTICLE B5 BLOCK AWARDS

Preamble Cabin Personnel must enter the information relating to their schedule bids before the deadline, date and time, specified in Article B3.01, using the terminals available in each crew lounge or any other terminal accessible via the Internet or modem.

B5.01 Seniority will prevail in awarding blocks, taking into account the parameters set forth in the Agreement.

B5.02 Block exchanges

A block, once awarded, may not be exchanged; however, pairings may be exchanged in accordance with the conditions stipulated under Article B12.

B5.03 Join award

When 2 Cabin Attendants bid together, the seniority of the junior Cabin Attendant will govern the award.

B5.03.01 Different classifications When 2 Cabin Attendants in different classifications bid together, the seniority of the lower classification only may be relinquished.

When a joint award cannot be made, individual awards will be made in accordance with the seniority of each Cabin Attendant concerned.

B5.04 A Cabin Attendant who fails to submit a block bid for a given month will be awarded a block, according to his default schedule bid. If the Cabin Attendant has no default schedule bid, he will be issued a non-awarded block.

B5.05 Report to base during block month

Cabin Personnel scheduled to report to a base will be handled as follows.

General Cabin Personnel scheduled to report to a base on return from any leaves of absence provided for in the collective agreement will be permitted to bid prior to their return or arrival as long as they meet the deadlines specified in Article B3.01, and will be awarded a block in the normal manner.

Otherwise, they will not be permitted to bid and will be assigned to a reserve block on their return to or arrival at the base until the end of the month.

B5.05.01. Sick leave, maternity, parental leave and child care leave

Notwithstanding the foregoing, Cabin Personnel who can return to duty before the 15th day of the block month following sick leave, maternity leave, parental leave or child care leave will be permitted to bid and will be awarded a block. Medical evidence to this effect must be provided with the bid.

B5.06 No later than the 24th day of each month at 17:00 EST/EDT, the Company will make the block results available to Cabin Personnel at each crew lounge, in sufficient numbers.

B5.07 A Cabin Attendant who is awarded a block overlap flight will have his pairing containing that flight form an integral part of his block for the following month.

B5.08 Pairing re-work

B5.08.01 Reduction or fusion of block complement

If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified 2 days prior or more to the time that the cabin attendant has to report for his trip, the Company will inform the cabin attendant affected by leaving a message on E-CREW. In this situation, the trip will be awarded in order of classification seniority. If the senior cabin attendant does not want this trip, he must advise crew scheduling as soon as possible and no later than 18:00 EST/EDT two days prior to the flight departing. All flights/pairing rejected by the senior cabin attendant, will be placed on open. This flight/pairing however cannot be re-given to the same senior cabin attendant while on reassignment. Furthermore, following a block re-work only, a junior cabin attendant can open bid for the flight they have lost and will be given priority for that open flight.

If the reduction in complement is identified less than 2 days prior and before the cabin attendant reports to operate his trip, the flight/pairing will be awarded in order of seniority.

If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified at the time when a cabin attendant reports to operate his trip, then the award of this trip will be offered, in order of classification seniority, with right of refusal. Once this step has been taken and the positions are still not covered, the Cabin Attendant(s) with the least seniority will be assigned to that trip, without any right of refusal, until the required complement is met.

The Cabin Attendant whose trip is taken away is subject to reassignment in accordance with Article B7.

B5.08.02 Pairing errors

When, due to a pairing error, 2 complete or partial crews are scheduled to operate a pairing that 1 crew could operate, the regular blockholder affected will operate the pairing involved, in order of classification seniority. A Cabin Attendant whose pairing is taken away from him will be subject to reassignment in accordance with Article B7.

B5.08.03 Compliance with working time and rest time standards

A Cabin Attendant who cannot operate a flight or a pairing, because working time or rest time standards cannot be respected will be reassigned in accordance with Article B7.

B5.08.04 Addition or removal of a training day

The addition or removal of a training day on a given block will not result in application of Article B7 or Article B10. It is agreed that training may not be added on one or more days during which a pairing has been scheduled.

B5.09 Pairings – Foreign languages

Pairings requiring the presence of a Cabin Attendant who is proficient in the language of a given flight destination will be awarded according to seniority and will first be subject to bids from a Cabin Attendant belonging to the Flight Attendant classification.

If no Flight Attendant whose name is marked on the list of Cabin Personnel qualified for a foreign language has bid for the pairing identified to that effect, the CSO will draft the qualified Flight Attendant with the least seniority.

However, if no Flight Attendant qualified for a given language has completed the "Foreign Languages Qualifications" form available from In-Flight Service (see Appendix B), then a Flight Director classification who has filled out the form may be awarded a foreign language pairing, in order of seniority.

B5.09.01 For flights requiring Cabin Personnel qualified in the official language of the country served by Air Transat, the Company may assign a maximum of two Cabin Attendants who speak the official language of the country, if that flight is operated on an A-330, and one Cabin Attendant in the case of a B-757, B737, A310 or A320.

B5.09.02 On the other hand, for any pairing combining more than one destination requiring Cabin Attendants qualified in the official language of each country served by Air Transat, the Company establishes the language qualifications required of the Cabin Personnel. A maximum of 2 qualified Cabin Attendants per flight will be assigned if the pairing includes 2 destinations requiring two foreign languages or a maximum of 3 (A330) if the pairing requires 3 Cabin Attendants who are language qualified.

B5.09.03 At the choice of the Cabin Attendant, a maximum of 70% of the flight times shall consist of flights with language requirements for Cabin Attendants who are language qualified. The difference in hours will be given, by seniority, at the choice of the Cabin Attendant. The flights not covered by language qualified Cabin Attendants, shall be assigned to Cabin Attendants on reserve with partial blocks and have a foreign language qualification.

B5.10 The Company shall publish not later than the 20th of the month in the crew room the actual schedule operated by each Cabin Personnel in order of seniority for the previous month. This shall contain the following information in the same format as the blocks;

- Name,
- Employee number,
- Seniority number,
- Flight numbers of flight operated,
- Credits for each flight.

B5.11 The Block Review Committee (PBS) shall be informed of all changes to the PBS system.

ARTICLE B6 LIMITATIONS, REST AND DAYS OFF

B6.01 Monthly flight time

B6.01.01 Scheduled maximum monthly limitation

The scheduled maximum flight time limitation in any month will be 85 hours; however, this limitation may be extended to 90 hours for 50% of regular blocks at each home base during the months of January, February, March, July, August and September, if there are no layoffs at any base.

On a voluntary basis, a Cabin Attendant may refuse to be imposed 2 periods of 85 hours in 2 weeks on a 4 week rotating period.

B6.01.02 The absolute maximum monthly limitation will be 95 hours.

.01 Overprojection for the first 15 days:

When a Cabin Attendant is projected to exceed the absolute maximum monthly limitation as the result of additional flight time worked during that month, he will be required to drop a flight or flight sequence, as follows.

a) Voluntary drop

A Cabin Attendant may drop a flight or flight sequence of his own choosing, up to a maximum of the time required, provided that he gives the CSO at least 24 hours notice and that alternative coverage can be secured for his flight.

b) Compulsory drop

The Company will drop the last flight or flight sequence in his block, up to a maximum of the time required.

.02 Overprojection for the last 15 days:

By way of exception and only for the last 15 days, a Cabin Attendant may exceed the absolute maximum monthly limitation as per B6.01.02 only to operate a flight sequence (pairing) bringing him back to his base during the same month, provided that half the flight time and credits planned for the entire pairing does not result in exceeding this limitation.

Exceeding the absolute maximum monthly limitation to return to home base does not apply in the case of overlapping of a pairing onto the following month.

B6.01.03 Prorating

The scheduled maximum monthly limitation will be reduced by 2 hours and 10 minutes for each day off the payroll.

B6.02 A blockholder will receive 10 days off per month, including 4 untouchable days, if his name is on the payroll for the complete duration of that month. Untouchable days off will be awarded as follows:

1. A period of 48 untouchable hours;
2. A period of 24 untouchable hours added to a period of 24 hours of regular time off;
3. An untouchable period of 24 hours shall be added at the end of the time off.

B6.03 Duty period

A period between two legal rest periods, in accordance with the following rules.

DUTY PERIOD COMMENCES

DUTY PERIOD TERMINATES

Continental flights

1 hour prior to scheduled departure or, in case of delay, the recalculated departure time as set out in Article B6.04.

15 minutes
after blocks are inserted.

Overseas flights (ex Canada)

1 hour and 20 minutes prior to scheduled departure or, in case of delay, the recalculated departure time as set in Article B6.04.

15 minutes
after blocks are inserted.

Overseas flights (ex Europe)

1 hour and 20 minutes prior to scheduled departure or, in case of delay, the recalculated departure time as set out in Article B6.04. (Crew pick-up may not be scheduled more than two hours before departure.) If the pick-up is over two hours before flight departure, the time over two hours will be added to the scheduled duty period.

15 minutes
after blocks are inserted.

Any early pick-up for personal reasons will not be added to the duty period.

DEADHEAD

DUTY PERIOD COMMENCES

Half an hour before the scheduled deadheading time or the departure of ground transportation, if the latter is over one hour long

DUTY PERIOD TERMINATES

Actual arrival of deadhead flight

B6.03.01 When a pairing terminates at an airport other than the one where it originated and if these two airports are located at the same home base (e.g., YUL-YMX), the Cabin Attendant will receive a credit of 30 minutes for the time of the trip between the two airports so that he can pick up his car.

B6.03.02 Notwithstanding Article B6.03.01, when such a situation occurs, the duty time will end half an hour after the blocks have been inserted

B6.03.03 Moreover, the Company agrees to continue using taxis or the Air Transat crew shuttle bus in order to shuttle Cabin Personnel between the two airports, when necessary

B6.03.04 The duty period for a Cabin Attendant in training shall commence an hour before the start of the training.

B6.04 Delay

B6.04.01 When a Cabin Attendant is notified of a delay before leaving his rest facility, the beginning of the duty period is delayed according to the new flight departure time or the deadhead to which he was assigned, up to a maximum of 3 hours. Should the delay exceed 3 hours, the duty period is considered to have started 3 hours after the initial time at which the Cabin Attendant was to report for duty.

B6.04.02 When a Cabin Attendant reports for duty without having been notified of the delay, the duty period shall begin at the original time at which the Cabin Attendant was to report for duty.

B6.04.03 When, at the end of a pairing, a delay causes a Cabin Attendant to arrive at his base more than 3 hours late, the CSO must, at the Cabin Attendant's request and according to his instructions, inform the person designated by the Cabin Attendant of the delay. However, the Cabin Attendant, if he so desires, may register permanent written instructions with the In-flight Service to that effect. In this case, when there is a delay of more than 3 hours, the CSO will automatically notify the person designated by the Cabin Attendant.

B6.04.04 In the event of a delay, the CSO must notify the Cabin Attendant at their hotel, as soon as possible, through a silent or flashing light system, or by slipping a message under the door indicating the new departure time.

B6.04.05 Once the Cabin Attendant has been advised of said delay, and is unable to gain access to the hotel room previously assigned or a room in the same hotel due to unavailability, the Company must take the necessary measures to find another room or private resting area. In such a situation, the Cabin Attendant may have to share a room or private resting area with other Cabin Attendants.

B6.04.06 If the Company is unable to provide a Cabin Attendant with a room or private resting area and the delay in turn prolongs the duty period in excess of 14 hours at their home base or 16 hours on layover ; the Cabin Attendant may to take advantage of the rest period provided for in B13.02.01.

B6.04.07 Should the Company declare a new legal rest period or the Cabin Attendant choose to take a new legal rest period, this period shall begin the moment the Cabin Attendant has their own room.

B6.05 Scheduled maximum daily limitation

A duty period will not be scheduled to exceed 14 consecutive hours other than by agreement between the parties.

However, if the duty period specified in the first paragraph is followed by deadheading that allows the Cabin Attendant to return to his home base, the duty period may be extended by 1 hour.

B6.06 Absolute maximum daily limitation

The absolute maximum daily limitation is 16 hours.

B6.06.01 At any home base

When, according to the official forecast from the Strategic Operations control (SOC) Centre, a copy of which is given to the Flight Director, the duty period is expected to exceed the scheduled maximum daily limitation defined in Article B6.05, the Cabin Attendant is not required to remain on duty. The Cabin Attendant will immediately notify the Flight Director of his decision to take advantage of his legal rest period, and this decision is irrevocable. At that point, the Flight Director informs the CSO of the Cabin Attendant's decision.

In the event where the document cannot be provided in paper format, it shall be provided in via a suitable method of communication to the Cabin Attendant concerned in order for them to be informed, such as a smart phone or text message.

B6.06.02 Away from home base

When, according to the official forecast from the Strategic Operations Control (SOC) Centre, a copy of which is given to the Flight Director, the duty period is expected to exceed the scheduled maximum daily limitation defined in Article B6.05, that duty period shall not exceed the limitation in Article B6.06.

B6.07 Excess duty

A Cabin Attendant on duty for 14 hours 00 minute up to 14 hours 59 minutes will be granted a premium of 100.00\$. If the Cabin Attendant continues his duty period and works for 15 hours 00 minute up to 16 hours 00 minute, he will be granted an additional premium of 200.00\$.

The premium provided for when a Cabin Attendant is on duty for 14 hours 00 minute up to 14 hours 59 minutes does not apply if the scheduled duty period is 15 hours 00 minute long (including a deadhead after the trip), in accordance with Article B6.05, except if the duty period exceeds 14 hours 00 minute before the start of the deadhead.

B6.08 Release from duty

In accordance with B6.06.02, if and when, according to the official forecast from the Strategic Operation Control Centre (SOC), a copy of which is given to the Flight Director, the duty period is expected to exceed the absolute maximum daily limitation defined in Article B6.06, the Company will designate the station or base where the release from duty will be effective, within the absolute maximum duty period as per Article B6.06.

B6.09 Exceptional and uncontrollable circumstances

Notwithstanding article 3.01, under exceptional and uncontrollable circumstances, a 750.00\$ premium, over and above premium provided under B6.07, will be offered to flight attendants working beyond the absolute daily maximum limitation allowed in B6.06. This premium can only be used to fly the aircraft at any base located in Canada.

If circumstances change after accepting this premium, leading to a longer on duty period than agreed to at the time of the offer, the cabin personnel will be notified of any changes and may at any time change decision and exercise their legal rest period as provided in B13.02.

The 750.00\$ premium will automatically be granted to any cabin personnel accepting the Company's offer.

It is understood that the cabin personnel's choice is made on an individual basis, and that no undue pressure or retaliation may be imposed to a cabin personnel refusing the premium to exercise his/her legal rest period.

The Company acknowledges that exceeding the absolute daily maximum limitation as defined in B6.06, is an exceptional measure and not a common practice.

B6.10 In-flight rest periods and crew meals

B6.10.01 In-flight rest periods

On any flight or part thereof over 4 hours long, a Cabin Attendant will benefit from a legal in-flight rest period of 15 minutes.

On any flight or part thereof over 6 hours long, a Cabin Attendant will benefit from a legal in-flight rest period of 30 minutes. Such rest period may be split into two 15 minute periods.

On any flight or part thereof over 8 hours long, a Cabin Attendant will benefit from a legal rest period of 45 minutes split into two periods, one of 30 minutes long and the other 15 minutes.

On any flight or part thereof less than 4 hours long, a Cabin Attendant will benefit from a 30 minute rest period on the ground, once relieved of all responsibilities (Customs procedures, assistance to passengers).

For flights to Florida operated on a B-757, the rest period on the ground will be 15 minutes, once relieved of all responsibilities (Customs procedures, assistance to passengers, etc.).

B6.10.02 Rest facilities for Cabin Personnel

In accordance with the following stipulations, rest facilities for Cabin Personnel will be established aboard the aircraft in order to give the Cabin Attendants some privacy.

Rest facilities will be reserved as follows: seats 39-ABC on the Boeing 757; seats 31-ABC on the Airbus 320; seats cabin "D" last row DEF on the Airbus 330, last row of seat DEF on the Airbus 310 and seats 29 ABC on the Boeing 737.

The designated seats will be made available to revenue or interline passengers only once all other seats have been taken; however, the seat covers must be identified with "crew/équipage".

These rest facilities may change due to any subsequent modifications in the aircraft configuration, including modifications for commercial requirements; however, such changes will be made only upon consultation with the Union.

Moreover, in order to give Cabin Personnel some privacy, the galleys must be equipped with curtains

In order to ensure that the seats are assigned correctly, the Company must:

- Integrate, at the stations, where the technology is available, within the seat selection system, parameters that ensure that the rest facilities are not assigned to passengers, unless all other seats are occupied;
- At the destinations where the cabin plans are used, the stickers identifying the rest facilities shall be removed in order to for passenger seats to be indentified by hand;
- Continue inspections and reminders systematically, for the entire duration, across the stations;
- Continue to identify on the passenger manifest, for all aircrafts, all the rest facilities as rest areas on board for the crew;
- In a situation where the designated rest facilities are assigned by ground personnel and that the seats are board the aircraft are not all occupied, we shall ask a passenger service agent or a representative of the Company to relocate the passengers to another seat on board the aircraft. A maximum of 15 minutes is allotted for each leg of the flight;
- For all flights with a double stop, the rest facilites for the crew shall be reserved up to the second stop, at which time they may be assigned if all other seats are occupied;
- A flight shall be considered as full when the number of passengers is superior to the total number of seats on the aircraft, excluding the rest facilities.

Air Transat commits to reconfigure the aircrafts with crew comfort seats in the cabin. This reconfiguration shall take place gradually. When the reconfiguration of the cabins begins, the Cabin Attendant shall be entitled to sleep on board during their rest period only on the aircrafts that have dedicated crew comfort seats.

Whether or not the aircraft is equipped with crew comfort seats, the Cabin Attendant can sleep on night flights during their rest period.

B6.10.03 Crew meals

The Company will provide a crew meal to Cabin Personnel operating any flight or part thereof as well as a healthy snack, if such is scheduled on the service procedure, unless provision is made for a meal allowance or an amount of money. The Company agrees to provide varied, balanced meals that are the same as the pilots in type and quality, including fruits and sandwiches.

The Company must provide varied and balanced healthy meals and snacks, available in sufficient quantities as per the recommendations of the Committee stipulated in Article 27.02.13.

ARTICLE B7 REASSIGNMENT

B7.01 Reassignment of Cabin Personnel at his home base

When a regular blockholder is withdrawn from a pairing or part of a pairing, under the terms and conditions of Article B5.08, or when his pairing or part of his pairing is delayed and that this delay is overlapping onto an untouchable day off, he will be reassigned in accordance with this Article.

B7.02 Notice of cancellation to Cabin Personnel

B7.02.01 In accordance with Article B4.05, Cabin Personnel will be notified via E-CREW, in their voice mail, when a pairing scheduled on their block is cancelled or delayed. Cabin Personnel notified in this way will comply with the reassignment procedure specified in Articles B7.03 and B7.04.

B7.02.02 If notification of the cancellation or the delay cannot be given in accordance with Article B4.05 because the information was not available, or if the cancellation or the delay is made on the first day of the pairing, the Cabin Attendant may be reassigned provided that he is informed of such reassignment no later than 2 hours after the scheduled departure time for the cancelled pairing. If he is not reassigned at that time, the Cabin Attendant will be relieved of all duties and, in the case of a multi-day pairing, he will have to comply with the terms and conditions of Article B7.03.02.

B7.03 Communication with CSO

A Cabin Attendant who is informed in accordance with Article B7.02.01 and who has to be reassigned will contact the CSO between 19:00 and 20:00 local time for each home base on the day before the date of the cancelled pairing unless he is entitled to a rest period provided in B13.01.06 for that time of the day. At the time of this call, CSO can award a pairing for the following day if need be. If the CSO is unable to reassign the Cabin Attendant at the time of his call, he will remain available between 07:00 and 08:00 the following day (local time for each base), unless the Cabin Attendant is entitled to a rest period provided in B13.01.06 for that time of the day.

B7.03.01 In case of a one-day pairing

If the CSO awards him no replacement pairing in accordance with Article B7.04, the Cabin Attendant will be relieved of all duties and will resume his regular block.

B7.03.02 In the case of a multi-day pairing

The Cabin Attendant will comply with Article B7.04 for each of the days of the lost pairing until 1 of the 2 following possibilities occur:

- .01 The Cabin Attendant is reassigned to a pairing or pairings and that this or these reassignments will allow to recover up to the total of numbers of lost flying hours;
- .02 The period of the multi-day pairing is over;
- .03 In the case of a domestic night pairing or a pairing that is scheduled to return after midnight, Cabin Personnel shall be reassignable on the 1st day only.

B7.04 Reassignment procedures

The Company may reassign to a pairing, in the current month, a Cabin Attendant who is affected in this way, and only on the day(s) of the originally scheduled pairing (no grey days*).

*Exception: A grey day can be flown into only if the return portion touches the grey day and does not affect a subsequent flight.

Example:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Reassign	Reassign	Reassign	Grey	Flight	Flight

CSO can assign the flight in the above example only if the return flight of a flight/pairing has left on Wednesday and is scheduled to return on Thursday to home base.

B7.04.01 In replacement of the lost work days, pairings will be assigned in reverse order of seniority. The hours will be distributed in an equitable fashion among the affected Cabin Attendants.

B7.05 A Cabin Attendant who is reassigned according to this Article will resume his regular block as quickly as possible.

B7.06 A reassigned Cabin Attendant will have a minimum of 2 hours and 30 minutes to get to the airport, if he is not already there.

B7.07 Missed connection

A Cabin Attendant who cannot work a flight in his pairing due to a missed connection, because of a delay in the operation, will be reassigned in order to return to his pairing as soon as possible, if need be. If unable to return to his pairing, he will be reassigned as long as that reassignment brings him back to his home base on the return date scheduled for his initial pairing. In the event of a force majeure, the CSO is authorized to bring back the Cabin Attendant to his home base no later than the day after the last day of his initial pairing.

B7.08 Cabin Attendants may operate a pairing which exceeds the maximum number of hours lost only to return to home base and provided the assigned pairing is within the day(s) of the originally scheduled pairing and in accordance with Article B7.04.

Example 1

Your 5 day pairing of 25 hours in credits is cancelled and you are on reassignment for the next 5 days.

- Day 1 : You are assign to a turnaround flight of 10 hours in credit.
- Day 2 : No flight has been assign to you.
- Day 3 : You are assign to a turnaround flight of 10 hours in credit.
 Total of 20 credits.
- Day 4 : No flight has been assign to you.
- Day 5 : You are assign to a turnaround flight of 7.5 hours in credit . (4
 hours on the outbound and 3.5 hours on the inbound flight).

This example is legal even though the total number of hours of the reassignment is 27.5 hours. Whereas the flight credits to be reassigned, prior to the beginning of the last flight, i.e. the 5th day, does not surpass the maximum of 25 hours to be reassigned, this overage is acceptable. The excess must only be in the instance where the Cabin Attendant is returning during the last flight.

Example 2 :

Your 5 day pairing of 25 hours in credits is cancelled and you are on reassignment for the next 5 days.

- Day 1 : You are assign to a turnaround flight of 10 hours in credit.
- Day 2 : No flight has been assign to you.
- Day 3 : You are assign to a turnaround flight of 10 hours in credit.
 Total of 20 credits.
- Day 4 : No flight has been assign to you..
- Day 5 : You are assign to a turnaround flight of 11.5 hours in credit . (
 6 hours on the outbound and 5.5 hours on the inbound flight).

This example is not legal as the total number of flight credits to be reassigned before the beginning of the last flight on the 5th day is of 26 hours.

B7.09 Crew scheduling may reassign Cabin Attendants via E-CREW in reverse order of seniority as per Article B9.12.02.

ARTICLE B8 OPEN PAIRING

B8.01 Open pairing list

The CSO will maintain a daily open pairing list.

B8.02 The open pairing list will indicate the following information for each pairing:

- Date of operation
- Pairing numbers
- Aircraft type
- Routing
- Local departure time
- Local arrival time
- Applicable credits
- Number of Cabin Attendants required, by classification

B8.02.01 The Company will notify Cabin Personnel of any open pairing, in a general message, through their E-CREW, as soon as these pairings become available. This message will be updated on a daily basis between midnight and 6:00 EST/EDT. The Company must automatically post all the open pairings in the system.

B8.02.02 Any pairing for the following month that could not be input into the PBS before 17:00 EST/EDT on the 20th of each month will be considered to be open pairings and will be awarded in accordance with Article B8.02

B8.03 Open pairing bid

Regular blockholders may bid for open pairings indicated on the open pairing list or for open pairings that may become available in the future.

B8.04 Eligibility

A regular blockholder will be eligible to bid for open pairings provided he is legal in every respect and available to operate his block subject to the following:

- Days off may be moved either forward or backward in a given month, including retroactively;
- A Cabin Attendant may exceed the scheduled maximum monthly limitation of 85 hours, but he may not exceed the absolute maximum monthly limitation of 95 hours.

B8.05 Bid process

An open pairing bid book will be kept up to date and will indicate the conditions required for a valid bid.

B8.06 Bidding

A regular blockholder may bid either for a specific pairing on the open pairing list or for a specific type of pairing on specified dates not on the list.

When a Cabin Attendant does not bid on a specific open pairing, the following will be included on his bid sheet; otherwise, the bid will be considered invalid:

- date(s) desired;
- route preference.

This bid will remain in effect until the specifications have been met or the dates have expired.

B8.07 Bid procedure

A regular blockholder will personally complete the open pairing bid sheet and send it before 18h00 EST/EDT 2 days before the flight or pairing. If the Cabin Attendant opts to send his bid by fax, the transmission confirmation serves as proof that such a bid has been submitted, in the event of a subsequent dispute. If the Cabin Attendant chooses to open bid through the Internet or via E-CREW, a confirmation will be given.

B8.07.01 Late bid

A bid submitted after the bid deadline will be accepted but will not be considered until all bids submitted by the deadline have been processed.

B8.07.02 Invalid bid

A bid that is incomplete will be considered invalid.

B8.08 Award

A pairing is open or becomes open in the following two cases:

- over 48 hours before the departure of the pairing;
- 48 hours or less before the departure of the pairing.

B8.08.01 Award for pairing becoming open 48 hours before departure of pairing

No later than 48 hours before the departure of the pairing, the CSO will award the open pairing, in the following order, for each Cabin Attendant classification:

- 01.** A Cabin Attendant who has less than 65 hours and who volunteers for obtaining or substituting a pairing, in order of seniority for each Cabin Attendant classification;
- 02.** A Cabin Attendant who has over 65 hours and who volunteers for obtaining or substituting a pairing, in order of seniority for each Cabin Attendant classification;
- 03.** A Cabin Attendant on reserve in accordance with Article B9.

Note : The terms in items 01, 02 and 03 above are applied:

1. Cabin Attendant cannot substitute an originally awarded pairing which includes a deadhead on another carrier except in the case of a subcontract or unless the carrier does not charge the Company an extra fee to change the ticket.
2. the Cabin Attendant will be notified by E-CREW 2 days before the date of departure of the pairing in question, at 23:45 EST/EDT.

Example : If the flight is scheduled to leave anytime on a Wednesday, the award will be given on Monday night.

However, notwithstanding the preceding paragraphs, a Cabin Attendant may not be awarded an open pairing if the substitution prevents him from operating his pairing of the day prior to this open pairing.

B8.08.02 Award for pairing becoming open 48 hours or less before departure of pairing

The CSO will award the open pairing in the following order:

- 01.** A Cabin Attendant on reassignment according to Article B7; for each Cabin Attendant classification;
- 02.** A Cabin Attendant who has less than 65 hours and who volunteers for obtaining a pairing, without the possibility of substituting a pairing, in order of seniority;), for each Cabin Attendant classification;
- 03.** A Cabin Attendant who has over 65 hours and who volunteers for obtaining a pairing, without substituting a pairing, in order of seniority; for each Cabin Attendant classification;
- 04.** A Cabin Attendant on reserve in accordance with Article B9;
- 05.** A Cabin Attendant on a draft in accordance with Article B10.

Note: In applying the terms in items 02 and 03 above, the CSO will notify the Cabin Attendant as soon as possible. All flights assigned as per Article B9 must be assign starting 12 hours prior to departure.

B8.09 An open flight awarded to a Cabin Attendant will be considered to be part of the regular block of the Cabin Attendant to whom it is awarded.

B8.10 If the Cabin Attendant so wishes, he may remove himself from an open bid by 18h00 EST/EDT 2 days prior to the flight or pairing

EXAMPLE: If the flight is scheduled to leave anytime on a Wednesday, the Cabin Attendant will have up until 18:00 EST/EDT on the Monday to remove himself from the open bid.

ARTICLE B9 RESERVE

B9.01 Préambule

For each of the home or seasonal bases, the number of reserve blocks for the Flight Attendant classification must represent at least 15% of the equivalent of the number of regular blockholders and Cabin Personnel on vacation during that month.

As for the Flight Director classification, this percentage is 15% and is established in the same way as for the Flight Attendant classification.

B9.02 A Flight Director reserve blockholder may be used only in his respective classification, unless no reserve blockholders in the Flight Attendant classification are

available. For any pairing over 2 days long, the Company may move the days off in order to assign the Flight Director to the pairing that needs to be operated

REMARQUE 1: In all these cases, Article R15.04.01 or R15.04.02 will apply.

REMARQUE 2: When a Flight Director is assigned to the Flight Attendant classification, he will choose his position according to his seniority standing.

B9.03 Preparation of reserve blocks

B9.02.01 Days off

A reserve blockholder will be entitled to receive 12 days off in each month, including 5 untouchable ones, according to the following combination: **** *X XX XX XX. The order of these combinations may vary.

B9.02.02 Consecutive working days

A Cabin Attendant may not work over 5 consecutive days on reserve duty and/or in training, including overlaps from one month to the next; nevertheless, when an exchange in reserve day is requested by the Cabin Attendant, the maximum may be 10 consecutive days as per Article B12.05.

B9.04 When scheduled days off have to be moved due to the needs of the operation, they must be replaced during that same month or the following one, at the latest, if the Cabin Attendant's schedule does not provide for any other reserve day during that month.

B9.05 A Cabin Attendant may be awarded a flight overlapping onto his days off that are not untouchable.

B9.06 When a pairing must be assigned to reserve blockholders, priority will be given to those with the least flight time to date. However, the Company must prioritize a reserve blockholder who is language qualified to replace a language qualified Cabin Attendant when the latter cannot operate his pairing, provided that Articles B9.05, B9.06 and B9.07 are adhered to. No pairings are to be held back by the Company for the reserves that are language qualified.

Addition of language qualified pairings to the reserve blocks

When language qualified pairings remain available following the application of B5.09.03, the Cabin Attendants on reserve shall be assigned by seniority to a varied block with flights and days on reserve. The Cabin Attendants with language qualifications on reserve shall be assigned a block with a maximum of 37.5 hours per month, the other flying hours shall be assigned on their days on reserve. Following this exercise, no flight shall be withheld by the Company in order to use reserves that are language qualified.

The whole of articles B5.09.03 and B15.01.02 applies to Cabin Attendants who have a mixed block of flights and days on reserve.

B9.07 The Company must take into consideration, while assigning reserves, vacation credits, sick days, union leave and training.

B9.08 When more than one flight is available, the Cabin Attendant with the most seniority will have the choice of flight he wants to operate, while respecting the principle

of balanced flying hours. The CSO must offer all of the flights available at the moment of assignment of a flight to a reserve blockholder. The Cabin Attendant on reserve must make their choice at the moment of the call.

B9.09 A reserve blockholder will not be assigned to a flight that overlaps onto one of his days off if another reserve blockholder, in the same classification, whose days off would not be affected, is available and qualified to operate the flight; however, if the Cabin Attendant's days off must be moved, the assignment will be given to the Cabin Attendant whose number of days off will be the least affected. It is agreed that untouchable days off cannot be changed

B9.10 A reserve blockholder will leave the CSO a numeric message, via E-CREW or by calling crew scheduling, indicating the permanent telephone number where he may be reached at all times; moreover, he will indicate a temporary alternate number where he may be reached as well. This number will be changed as the Cabin Attendant goes from one location to another; moreover, the Cabin Attendant will remove this temporary alternate number once it is no longer valid

A reserve blockholder may carry a pager. A Cabin Attendant who uses one will refer to Article B9.09.

B9.11 Any Cabin Attendant who could not be reached at his permanent telephone number after 2 calls from the Company, spaced out at least at 10 minute intervals, will be considered unavailable. These 2 calls will be made to the same number within a 20 minutes period

Moreover, if the Cabin Attendant is supposed to be reached at a temporary alternate number, the Company will place 1 call to this number and the second call will be made to his permanent number. These calls will be spaced out at least at 10 minute intervals and will be made within a 20 minutes period

B9.12 Once notified, a reserve blockholder will have 3 hours and 30 minutes to report to the office or the location indicated by the Company.

Notwithstanding the foregoing, the reserve blockholder will be informed as soon as possible and will be released from his reserve duty until his assignment, if possible.

B9.13 AM / PM reserves

RAM hours of reserve will be from 03h00 to 14h59.

RPM hours of reserve will be from 15h00 to 02h59.

A Cabin Attendant on reserve during one of these periods must be available according to the terms of Articles B9.10 and B9.11. When you have a RPM shift followed by a grey day, your shift will end at 02:59. When you have a RPM shift at the end of the month, your shift will end at 00:00. If a called is made outside the hours above, it will be considered a draft and the draft premium will apply.

B9.13.01 Bidding / Awards

AM reserve will be identified on the blocks in the following manner: RAM.

PM reserve will be identified on the blocks in the following manner: RPM.

The Company will determine the number of RAM and RPM reserves required each day during the month; a Cabin Attendant will bid his choice dates of RAM and RPM and the awards will be done by seniority.

B9.13.02 Availability

A Cabin Attendant on reserve may be assigned to operate a pairing which starts outside of the hours of his AM or PM reserve.

B9.13.03 It is understood that in order to ensure the efficiency of operations, Cabin Attendants on reserve will not be allowed to bid open flights as referenced in Article B8.

B9.14 CSO's will leave a message and it is the Cabin Attendant's responsibility to return the CSO's telephone calls as promptly as possible.

B9.15 A Cabin Attendant will never be on reserve duty other than at the Cabin Attendant's home base.

B9.16 It is the responsibility of a reserve blockholder to contact the E-CREW upon arrival at home base to see if he has been awarded a pairing which operates during the reserve blockholder's next reserve period and therefore avoid possible interruption of their crew rest.

B9.17 Should the Company wrongly assign a pairing, the Cabin Attendant will have a legal rest period as per Article B13 and will receive 4 hours flight credits.

ARTICLE B10 DRAFT

When an open flight is imposed on a Cabin Attendant in accordance with the award rules and draft sequence specified in Articles B8.08 and B10.04, the Cabin Attendant will be granted compensation according to Article B10.06 in the expense account of the following month.

At the time of a draft where the imposed flight is substituted for another one that is operated as originally scheduled in the block of the Cabin Attendant affected, Article B10.05 applies in addition to the premium specified in Article B10.06.

B10.01 The Company acknowledges that drafts are exceptional measures and not common practice.

B10.01.01 Any pairing not awarded according to the provisions of reassignment, open flight or reserve clauses will be awarded in accordance with Article B10.

B10.01.02 At the airport, the Company may only draft a Cabin Attendant assigned to a turnaround pairing to operate another turnaround pairing. This draft shall not prevent the Cabin Attendant from operating his next scheduled flight or pairing.

B10.01.03 Deadheading Cabin Attendant

A Cabin Attendant normally supposed to deadhead may be drafted in reverse order of seniority in order to operate the flight or flight sequence on which he was originally supposed to deadhead. In such a case, the premium specified in Article B10.06 does not apply.

B10.02 Draft procedure – Different classification

B10.02.01 When no Flight Director is available for a draft, the seniority standing of the Cabin Attendant on the flight will prevail in the choice of candidate in order to fill the position.

B10.02.02 Notwithstanding Article B10.02.01, a Flight Attendant may refuse to be drafted as Flight Director unless he is the junior Flight Attendant. A Cabin Attendant who has been trained in the Flight Director classification and is on the Flight Director list cannot refuse to be drafted into a higher classification.

B10.03 Draft procedure – Crew base

Open flights subject to the draft procedure will be assigned subject to the crew complement, in reverse order of seniority.

B10.04 Standard draft sequence

B10.04.01 Cabin Personnel will be drafted in reverse order of seniority, according to the following sequence:

- 1) Cabin Personnel that have less than 65 hours and are on a grey day;
- 2) Cabin Personnel that have more than 65 hours and are on a grey day;
- 3) Cabin Personnel that have less than 65 hours and are on a day off;
- 4) Cabin Personnel that have more than 65 hours and are on a day off;
- 5) Cabin Personnel that have more than 65 hours and are operating a scheduled flight or pairing that day.

B10.04.02 A Cabin Attendant will not be drafted if:

- 1) it is impossible to rectify his overprojection (i.e., over 95 hours), during the current month;
- 2) he has already been drafted during the current month and other Cabin Attendants have not been;
- 3) he was unable to benefit from the minimum rest period provided for in Article B13 the draft is on the days immediately before and/or after a vacation period;
- 4) the draft reduces the guaranteed minimum number of days off, unless another day off is granted to him during the same month or doubled during the following month. He shall not have a day off repaid retroactively.

B10.05 Credits

When a regular blockholder is drafted, he will be entitled to receive the greater of the scheduled flight time credits and premiums lost as a result of the draft in that month or the actual credits earned.

B10.06 For all drafts, the Cabin Attendant will be granted a flight premium of 2 hours and 30 minutes when the assignment is made at his home base and a premium of one and 1 hour and 15 minutes when the assignment is made away from his home base. These premiums will be paid on the next month's expense account.

ARTICLE B11 SHARED BLOCKS AND MINI BLOCKS

B11.01 In order to reduce the impact of layoffs that could affect Cabin Personnel, they may bid for shared blocks, if they wish, according to the following terms and conditions:

- Two Cabin Attendants in the same classification, for a given period of time, will submit a joint bid to share a regular or a reserve block for any period in which no vacation falls, for a minimum period of 1 month and a maximum of 3 months. The bid must be submitted to Planning before the 12th day of the month preceding the start of the shared block;
- The monthly regular or reserve block will be awarded according to the Cabin Attendant with the least seniority;
- In order to share pairings, the 2 Cabin Attendants will indicate, within 2 days after the monthly block has been awarded, which of the 2 Cabin Attendants will operate each part of the block (grey days, reserve days, days off and pairings);
- For regular blocks, the 2 Cabin Attendants will receive flight time credits and flight time applicable to the pairings operated during that period;
- By way of exception, in this case, Article B15.01.01 (minimum 65 hours) will not apply to the Cabin Attendants concerned;
- For reserve blocks, a Cabin Attendant will receive half the credits provided in the guaranteed minimum or the flight time credits actually worked, whichever is greater;

The cumulative total of the flight time and/or credits of the 2 Cabin Attendants may not exceed 95 hours a month.

- The shared block will be final and binding unless one of the 2 Cabin Attendants concerned is laid-off during that time, in which case, the other Cabin Attendant will be obliged to operate the pairings in the laid-off Cabin Attendant's block;

- The Cabin Attendant's benefits will continue to accrue for the first 6 months of work on a shared block. Over and above that period of time, the benefits will be prorated according to the time worked. This clause applies to pay progression, vacation, sick leave credits and all applicable employee benefits;
- Shared blocks will be offered and available when the Company's operational requirements so allow;
- A Cabin Attendant qualified for a foreign language may not obtain a foreign language block and a shared block for the same month.

B11.02 Mini-blocks and reserve mini-blocks

The Company and the Union agree that in addition to other leaves of absence programs, a mini-block program will be available for which every employee in the certification unit shall be eligible as per this Article. The reserve mini-blocks shall only be offered during the months where there are layoffs.

B11.03 Cabin Personnel who have been granted a full month's leave of absence without pay or other authorized leaves of absence will not be eligible for a mini-block or reserve mini-block.

B11.04 Mini-blocks and reserve mini-blocks shall be offered to Cabin Personnel in order of seniority, by base, and by classification as provided herein.

B11.05 Mini-blocks and reserve mini-blocks shall be governed in all respects by the Collective Agreement, except as provided in this Article.

B11.06 Amendments to mini-blocks and reserve mini-blocks:

B11.06.01 Mini-blockholder:

Minimum block hours	32,5
Maximum scheduled block hours	42,5
Maximum absolute block hours	47,5
Days off	5

B11.06.02 Reserve Mini-blockholders

Scheduled block hours	37,5
Days off	6
(2 X 3 day period, being : *** and x x x)	

B11.06.03 Reserve mini-blocks shall be from the 1st to the 15th day of the month or from the 16th to the last day of the month.

B11.06.04 Cabin Personnel shall not be drafted except on a grey day.

B11.06.05 Interline privileges shall apply to mini-blocks and reserve mini-blocks.

B11.06.06 The following shall be prorated:

- a) vacation: a Cabin Attendant will be granted half of a day for each month on a mini-block;
- b) statutory holidays: a Cabin Attendant will be paid 3 hours instead of 4 hours, however, if the employee works on this day he will be paid 4 hours;
- c) sick credits: a Cabin Attendant will be granted 2 credit hours for each month on a mini-block.

B11.07 Bidding on mini-blocks and reserve mini-blocks shall be voluntary.

B11.08 Long-term mini-blocks

For the purpose of facilitating the conciliation of work and family life, while still maintaining effectiveness and efficiency of the operation, a Cabin Attendant may, if they want, request a mini-block on a permanent basis. The modalities are as follows:

B11.08.01 From September 1st to the 30th of each year, the Company shall post, if necessary, the number and duration of available long-term mini-blocks per base for the period of May until April of the following year;

B11.08.02 The interested Cabin Attendant in obtaining a long-term mini-block must indicate their choice by completing the form "Request for long-term mini-block";

B11.08.03 The number of long-term mini-block programs shall be determined by the Company based on the operational needs and taking into consideration that no additional costs are incurred;

B11.08.04 The long-term mini-block programs shall be awarded to Cabin Attendant based on seniority by home base;

B11.08.05 However, a maximum of 20% of long-term mini-blocks available will be assigned to Flight Directors;

B11.08.06 The Company shall inform the Cabin Attendants at the latest at the end of the second week of October;

B11.08.07 The long-term mini-blocks are of a minimum duration of 6 months and a maximum of 12 months based on the following options:

- May until October;
- November until April;
- May until April.

B11.08.08 The Cabin Attendant that is awarded a long-term mini-block must comply with the terms and conditions and may not interrupt the program prior to term;

B11.08.09 In order to be eligible for a long-term mini-block, the Cabin Attendant must have at least 24 months of service;

B11.08.10 The provisions in article B11.06 of the present Collective Agreement apply to long-term mini-blocks as well;

B11.08.11 The Cabin Attendants that take their annual leave during a month of a mini-block shall have the following two options :

- Take a period of 7 days.
- Take 2 periods of 5 days for a total of 10 days.

ARTICLE B12 TRIP EXCHANGES

General A trip exchange is a reciprocal donation of flights between two Cabin Attendants.

In a block month, a regular blockholder may initiate and/or accept a total of 3 trip donations from another regular blockholder. In addition, a reserve blockholder may initiate and/or accept a total of 3 reserve exchanges with another reserve blockholder.

A Cabin Attendant may donate a trip to another Cabin Attendant as long as they both respect the terms of Articles B12.01, B12.02 and B12.03.

If, under exceptional circumstances, a Cabin Attendant would like to make more than 3 trip donations during the same month, the request will be examined by In-Flight Service and the Block Review Committee.

B12.01 Procedure

The regular blockholder requesting the trip exchange with or trip donation to another Cabin Attendant or a reserve blockholder wanting to exchange reserve days, will provide a minimum of 48 hours advance notice to the CSO, which will approve or reject the request within 24 hours by notifying the Cabin Personnel involved.

B12.02 Approval

A trip exchange or donation to another Cabin Attendant or the exchange of reserve days will be approved when the Cabin Attendants are legal in all respects including any language qualified to operate the remainder of their blocks and when these Cabin Attendants are legal in all other respects as well. Trip donations or exchanges may be made only between Cabin Attendants in the same classification, except in the case mentioned and with another language qualified Cabin Attendant if this is a language pairing. Where CSO has denied a trip exchange or trip donation they shall provide reasons via the E-CREW system, or in writing within 24 hours of the denial.

B12.02.01 A flight / pairing may be exchanged for one or more flights / pairings. This will be considered to be only 1 pairing exchange.

B12.02.02 The blockholders involved may slide their days off either forwards or backwards, including retroactively in that month, in order to complete a trip exchange, a trip donation or a reserve exchange. Trip exchanges, trip donations or reserve exchanges may be allowed in order to permit regular or reserve blockholders to operate flights in their new monthly block for which they would otherwise be illegal.

B12.02.03 When permission is granted for a trip or reserve days to be exchanged, or for trips to be donated to another Cabin Attendant, these will be considered to form part of the regular or reserve block of the Cabin Attendant to whom it is granted.

B12.03 Notwithstanding the foregoing, donating or exchanging trips may not result in the Cabin Attendant having a minimum of 40 hours or a maximum of 95 hours.

B12.03.01 A Cabin Attendant donating or exchanging a trip which results in his monthly hours being lower than the minimum monthly guarantee as per article B15.01, shall only receive the actual hours worked.

B12.03.02 A Cabin Attendant, whose hours surpass the maximum monthly limit of 85 hours because of a donation or exchange, shall not be entitled to time and a half as per article B15.02.

B12.04 During the period of this pairing, a Cabin Attendant who makes a trip donation may not:

- obtain an open pairing (including a sub-contract);
- accept an exchange or a donation of a flight;
- accept a special assignment;
- be drafted.

B12.05 When an exchange in reserve day is requested by the Cabin Attendant, the maximum number of days scheduled to work may be 10 consecutive days.

ARTICLE B13 LEGAL REST PERIODS

B13.01 Legal rest period at home or seasonal base

To be legal, a rest period at the Cabin Attendant's home base must be of the following minimum duration.

B13.01.01 For any overseas pairing, the rest period will be at least 24 hours.

B13.01.02 For any pairing whose duty period exceeds the scheduled maximum daily limitation specified in Article B6.05, the rest period will be at least 24 hours.

B13.01.03 A Cabin Attendant will benefit from a legal rest period of 20 hours, after having operated a night flight if he returns to his home base.

B13.01.04 For any pairing or training not mentioned above, the rest period will be at least 14 hours and 15 hours and 30 minutes, for reserve blockholders.

B13.01.05 For any interrupted pairing whose duty time does not exceed 6 hours on duty, office to office, the legal rest period will be 10 hours, office to office, or 8 hours of prone rest at the hotel, in which case, the Cabin Attendant will receive the daily per diem, as stipulated in Article 21.01.

B13.01.06 A Cabin Attendant will not be contacted for any reason whatsoever between his second and tenth hour of legal rest. Should the Company contact a Cabin Attendant during that time, he will be entitled to a new legal prone rest of 9 hours, which will commence immediately after that call.

B13.01.07 When a Cabin Attendant operates 3 consecutive turnaround pairings between December 20th and January 5th, without a legal 24 hour rest period between these pairings, he is entitled to a legal 24 hour rest period at the end of the 3rd turnaround pairing.

B13.02 Legal rest periods - Layover station

A rest period at a layover station must be of the following minimum duration.

NOTE : The wake-up call is made 1 hour before transportation to the airport.

B13.02.01 For all flights including a rest period at a layover station, the rest period will be at least 12 hours including 9 hours of prone rest.

B13.02.02 For all flights including a rest period at a layover station and with two station stops, the rest period will be at least 12 hours and 15 minutes, including 9 hours of prone rest.

B13.02.03 Within monthly blocks, upon the return of an overseas flight to a crew base other than the Cabin Attendant's home base, the rest period will be at least 15 hours, including 12 hours of prone rest.

B13.02.04 A station stop at home base not followed by a legal rest period will not be considered a return to home base.

B13.03 Notice of delay to the CSO during a deadhead

When a delay occurs during a deadhead on any carrier, with the exception of Air Transat, the crew must inform the CSO no later than 2 hours following such a delay upon arrival at their destination. The operation will then have the opportunity to find alternative solutions to comply with the collective agreement.

B13.04 Number of days of consecutive work within the same pairing

Within a pairing, when a Cabin Attendant works 4 periods on duty in 4 consecutive days, without any of these 4 duty periods being separated by a legal rest of 24 hours, the Cabin Attendant will be entitled to a legal rest period of 24 hours at the end of that period of 4 consecutive days.

Exception: If the 5th duty period is a deadhead to the Cabin Attendant's home base and the duty period is under 4 hours, he will have his 24 hours of crew rest at his home base.

B13.05 Relief

When layover time is reduced due to irregular operations, the Flight Director will demand that the layover be extended to allow for the applicable legal rest period, by contacting the CSO.

B13.06 Cabin Attendants shall be entitled to 10 days off, per month.

B13.07 Lost days off, IOU

When the loss of days off results from irregular operations of a scheduled pairing and at the time of a draft, the Crew Scheduling Office will designate the specific replacement period upon the Cabin Attendant's return, and in the case of open flights, at the time of assignment.

B13.07.01 An IOU cannot be applied during a rest period, they are untouchable and the hours are guaranteed.

B13.07.02 If an IOU is owed to a Cabin Attendant, that day will be added to a 48 hour period. Should an IOU touch a multi-day pairing, the hours shall be prorated and the days of the pairing not affected by the IOU shall be on reassignment.

B13.07.03 If 2 or more IOUs are owed to a Cabin Attendant, these days may be taken jointly or separate. If the IOUs are taken jointly, this may touch more than one flight. If the IOUs are taken separately, they must be added to one or more periods of 48 hours, however, taking the IOU's separately should not touch more than one flight.

B13.07.04 Two or more IOUs may be grouped and taken together without it being necessary to add it to another period of forty eight (48) hours as long as a flight is not touched.

B13.07.05 Whether it be planned or schedule for operational reason, a day off cannot be taken alone and must be given as an IOU, unless the day off has not yet been taken (i.e. in the case of separating two days off, only the second day becomes an IOU.)

B13.07.06 If a Cabin Attendant is released from a pairing for administrative reasons (ex : meeting with In-flight Service) the remaining days of the pairing shall be « grey days » with the hours guaranteed and the Cabin Attendant will not be put on reassignment. The “grey days” may be “available” (available for flight, reassign, etc...) or « not available » depending on the needs of In-Flight Service.

B13.07.07 The day or days will be days chosen by the Cabin Attendant and must be taken before the end of the month (with guaranteed hours) that they are due, unless the Cabin Attendant lost the days during the last 7 days of the month. In such a case, the day or days shall be taken before the end of the following month, at the choice of the Cabin Attendant. If an IOU cannot be taken during the month in question, due to vacation, authorised absence, etc. it must be postponed to the following month.

B13.07.08 If the Cabin Attendant does not want the days or days owed as per article B13.07.07, the IOU(s) shall be integrated in the following month's schedule, with the minimum guarantee block.

B13.07.09 When a day or days are owed as per article B13.07.07, and/or B13.07.08 the following month, the Cabin Attendant shall be notified before the end of the bid period.

B13.08 Minimum duration

When time off of less than 48 hours is given back, it will be scheduled in conjunction with another period of time off in order to provide the Cabin Attendant with no less than a period of 48 hours.

B13.09 In case of delays

It is agreed that a duty period may overlap a day off up to 1 hour without this day being deferred.

B13.10 After a legal rest period at a layover station, it is agreed that Cabin Personnel may be obliged to contact the hotel between 08:00 and 09:00 and between 17:00 and 18:00 for any schedule changes, unless they have told the Flight Director or the Captain where they may be contacted.

ARTICLE B14 MONTHLY CALCULATIONS

B14.01 By the 15th of each month, the Company agrees to provide each Cabin Attendant with a list of his monthly flight time for the previous month. This information shall also include but not be limited to sick leave banked, time banked, crew complement premiums, other additional credits, language premiums, etc.

B14.02 For the purpose of monthly calculations of flight time, a month will begin with the first flight leg operated during that month and will terminate at the end of the last flight leg commenced that month.

B14.03 . For the purpose of monthly calculations, credits will be granted when the pairing has been completed. It is agreed that a day starts at 00:00 local time.

ARTICLE B15 CREDITS AND PAY

B15.01 Cabin Personnel on duty for one full month will be granted the guaranteed minimum monthly pay, as follows:

B15.01.01 Regular blocks

Either the applicable credits used to calculate the pay for the block for the given month, including open flying, trip exchanges and donations in accordance with B16.01.01 or 65 hours at the applicable hourly rate, for all Cabin Personnel, whichever is greater.

B15.01.02 Reserve blocks

75 hours at the applicable hourly rate, for all Cabin Personnel.

B15.01.03 Mini-blocks

Mini-blockholder shall be paid half their monthly hours at each pay period with a minimum of 16.25 hours.

B15.01.04 Reserve Mini-blocks

Reserve mini-blockholder shall be paid half their monthly hours at each pay period with a minimum of 18.75 hours.

B15.01.05 The guaranteed minimum monthly pay will be reduced by 2 hours and 10 minutes per day of absence from the payroll, unless in the case of an absence without justification (no-show, invalid medical certificate when required by the Company). In such a case, the pay reduction will be made using credits actually lost due to the absence.

B15.02 A Cabin Attendant who elects to waive his applicable duty period limitation will be paid at time-and-a-half for any duty period over and above this maximum.

B15.03 Additional duties

B15.03.01 A Cabin Attendant who, under exceptional circumstances, willingly performs duties other than his own aboard the aircraft, such as a rotation of commissary, cabin cleaning, etc., will receive 1,5 hours of compensation at his applicable hourly rate of pay for all hours worked.

B15.03.02 A premium equivalent to 30 minutes shall be applicable to the salary only, for Flight Directors, for all flights departing and arriving in Canada to a home base. This premium shall not be considered in the monthly calculations of flight time.

B15.04 Reclassification

When a Cabin Attendant is assigned to a pairing in a classification other than his own, the following will apply.

B15.04.01 Higher classification

If assigned to a higher classification, the Cabin Attendant will be paid at the hourly rate corresponding to his seniority plus the premium related to the higher classification. A Cabin Attendant assigned for over 50% of his flight hours at a greater classification will be paid the higher pay, for the entire month.

B15.04.02 Lower classification

If assigned to a lower classification, the Cabin Attendant will be paid as though he had been assigned to his regular classification.

B15.04.03 A Cabin Attendant thus reassigned will be paid at the hourly rate corresponding to the classification in which he has been temporarily assigned, plus the appropriate premium; however, his hourly rate may not be reduced in the case of a Flight Attendant and his hourly rate plus his premium may not be reduced in the case of Flight Directors.

B15.05 Foreign language credits

When a language other than the 2 official languages of Canada is required on a given block, the Cabin Attendant assigned to an identified foreign language block, having the required language qualifications and registered according to the terms of Appendix B will be granted 2 hours of flight time credits per duty period during which the Cabin Attendant is required to use his language qualifications and identified as a "foreign language" one. This flight credit will not be used to calculate the monthly flight time limitation

ARTICLE B16 FLIGHT TIME CREDITS

Flight time credits The total amount of a Cabin Attendant's monthly flight time credits will be calculated as follows:

B16.01 Credit calculation The credits stipulated in this Article will be calculated to the nearest minute, as follows:

B16.01.01 Actual flight time and other credits scheduled, as indicated for the pairing in the Cabin Attendant's block, when issued with the following exceptions: in the case of a flight exchange and donation, the new flight hours are guaranteed not the one appearing on the block; or

B16.01.02 Actual flight time plus other credits actually earned; or

B16.01.03 One half of the actual time involved in any duty period; or

B16.01.04 The trip hour guarantee prorated at 1 hour of flight time credit for each 6 hours of total trip time or;

B16.01.05 Whichever is greater.

B16.02 Deadheading

For all deadheading, the flight time credit will be equal to ½ the actual flight time or minimum credits as per B16.01.03, B16.01.04 or B16.06, while for any deadhead by surface transportation, the flight time credit will be paid if the scheduled transportation time exceeds 1 hour. The scheduled flight time will be used to calculate the flight time credit when the deadhead is on an airline other than Air Transat.

B16.03 Ferry flight

When a trip includes a ferry segment, In-Flight Service will be provided by the following Cabin Personnel:

- B-757 and A-330: 4 C/As (1 FD, and 3 F/As)
- B-737, A-310 and A-320: 3 C/As (1 FD, and 2 F/As)

and their flight time credits will be paid at the applicable hourly rate.

All other Cabin Personnel on this flight will be paid in accordance with Article B16.02 above.

B16.04 Four hours of flight time credits will be granted for having reported for a trip, without any flight time being performed.

B16.05 Four hours of flight time credits will be granted for each day of training.

B16.05.01 Training shall be considered time on duty.

B16.06 A Cabin Attendant will be credited with a minimum of 4 hours of flight time for any duty period or flight time actually performed and applicable credits actually earned, whichever of these two periods is greater.

It is agreed that when deadheading is the only part of a duty period, it will also be paid according to the previous paragraph.

EXAMPLE :

Day 1	DH YUL-YYZ legal rest period	4h00
Day 2	YYZ-LGW legal rest period	5h30
Day 3	LGW-YYZ wait for connecting flight	6h30
	DH YUL-YYZ	0h30

Applicable (deadheading) credits are defined in Article B16.02.

ARTICLE B17 GROUD DUTY – PASSENGER SERVICE

When a Cabin Attendant remains with passengers aboard the aircraft, on the ground, for a period of 30 minutes more than the initial scheduled duration (including the total duration of unscheduled technical stops, regardless of their duration), the Cabin Attendant will receive his hourly pay, in the applicable classification, for the total duration of the time on the ground past the scheduled departure time.

However when, at the Company's request, a Cabin Attendant performs scheduled or unscheduled service to passengers on the ground, whether or not the flight is operated, and provided that the time on the ground is in keeping with the official scheduled duration or does not exceed it by more than 30 minutes, he will receive his hourly rate in the applicable classification for the total duty period in question, as documented in the Flight Director's report.

When there is a delay of over 30 minutes and passengers are provided with service, the highest credit provided for in either of the two paragraphs above will be paid to the Cabin Attendant.

These credits will be granted only if the guaranteed minimum per duty period or per trip does not apply to the period or trip in question.

ARTICLE B18 SUB-CONTRACTS

Preamble The parties recognize that the operation of sub-contracts, i.e., special charter flights (e.g.: HADJ, MSO, White House, etc.) or substitution charter flights (e.g.: MyTravel, Air Canada, Skyservice, etc.), may be advantageous both to the Company and to Cabin Personnel, by providing working conditions and exceptional opportunities overseas and in Canada.

This article applies to all Cabin Personnel : Flight Directors, Flight Director Instructors, cabin attendants and instructors.

The Company is required to notify the Union within 7 business days following the signing of a contract in order to negotiate any particular work conditions.

In order for the Company to be able to compete on the market and offer suitable working conditions, the parties agree to the following:

B18.01 Awards

Seniority prevails at all times in awarding sub-contracts, as long as the scheduled maximum monthly limitation specified in B6.01.01 and B6.01.02 is respected; moreover, the guaranteed minimum monthly pay defined in Article B15 applies.

Notwithstanding the foregoing, the terms and conditions in point B, under Article B18.09, are applicable as well.

A Cabin Attendant may not be assigned to a sub-contract on the days when he is deemed to be on vacation. A Cabin Attendant may be assigned a sub-contract even if training had been scheduled at the moment of the sub-contract.

B18.02 Vaccines and visas

A Cabin Attendant who has been awarded a sub-contract according to the award procedures in the previous paragraph will be given, at the Company's expense, both the vaccines and visas needed for his stay overseas.

B18.03 Accommodations

It is agreed that accommodations away from home base during a sub-contract will be in keeping with the standards set in Article 19.01 and 19.02 of this Agreement, excluding the second paragraph of Article 19.02; moreover, the chart in Appendix D will be complied with in selecting the hotel, aside from exceptional circumstances.

B18.04 Long flight

If the sub-contract includes flights with over 12 hours of flying time, the Company will come to an agreement with the Union about adequate rest facilities so that Cabin Personnel can sleep, about rest periods in-flight and on layover, about crew meals as well as about the possible addition of Cabin Personnel, if necessary.

B18.05 Days off

Cabin Personnel assigned to a sub-contract and unable to take advantage of their 10 days off per month, at their home base, in accordance with Article B13.06, will be granted the missing days off during their stay overseas or in the following month, at the very latest. These days off will be split as little as possible into periods of 48 consecutive hours and Cabin Personnel will then be relieved of all work-related duties.

B18.06 Limitation of days away from home base

When the sub-contract exceeds 31 days, it is agreed that the crews cannot be obliged to remain overseas over 31 consecutive days. The Company will then proceed with a change in crew.

B18.07 Per diem

When a Cabin Attendant is away from his home base for 7 consecutive days or more, the Company will pay him, before his departure, or within the 1st business day upon his arrival at the destination, the daily per diem for the entire stay, in accordance with Article 21.01.

B18.08 Limitation and rest

The scheduled maximum daily limitation will be in keeping with Article B6.03.01. It is agreed that the rest periods specified in Article B13 are also applicable at all times. For application purposes, the city serving as a hub for the sub-contract is deemed to be the Cabin Attendant's home base during his stay. Should the Company want to operate a special charter (sub-contract) whose scheduled maximum duty periods would likely be exceeded, it will negotiate possible derogation with the Union.

B18.09 Crew complement

- a) In the case of substitution flights, the Company will comply with the terms and conditions in this Agreement with regard to crew complement and the maximum number of Cabin Personnel qualified for a foreign language.
- b) In the case of special charter flights, the Company reserves the right to make changes to the crew, as specified in Article 7.06. Moreover, the Company may comply with other terms and conditions dictated by the lessor of the special charter flight (sub-contract), in accordance with Article 3.01.

ARTICLE B19 DURATION

The Block Rules will be subject to revision by agreement between the Union and the Company.

Either party may re-open the Block Rules for discussion, at any time, by written notice.

B18.10 In view of the nature of the Block Rules, it is recognized that matters involving substantial additional cost should normally be considered during general negotiations for the renewal of the Collective Agreement, while procedural changes should normally be discussed at other times.

When notice to re-open the Block Rules for discussion is provided and no agreement can be reached, the Block Rules will continue in full force and effect.

APPENDIX A. IDENTIFICATION OF BENEFICIARY

AIR TRANSAT A.T. INC. c/o HUMAN RESOURCES DEPARTMENT

On _____

The purpose of this form is to appoint the beneficiary of the compensation provided for in Article 25 of the Agreement between Air Transat A.T. Inc. and the C.U.P.E.

_____ % of said compensation to _____
(name)

_____, during his/her lifetime, and in case of death, to
(address)

_____, at _____
(name) (address)

during his/her lifetime.

Any balance as well as any amount accrued following the death of the people appointed above will be kept for me or, if I should die before I have cashed these amounts, they will be paid to the authorized representative of my estate.

The above instructions may be changed at any time by letter bearing the signature of the undersigned and these changes will come into effect as soon as that letter is received by the Company.

Once the payments provided for herein above are made, the Company may not be obliged to pay any other compensation requested on my behalf under the Agreement between Air Transat and Cabin Personnel.

Moreover, if I should die away from my home base when on assignment for the Company, I would like my body to be brought back to Canada,
to the city of _____, and the following person to be notified:

NAME (please print) _____

SIGNATURE (of Cabin Attendant) _____

APPENDIX B. LANGUAGE QUALIFICATIONS

Date: All Cabin Attendants employed by Air Transat before May 8, 2006 are bound by the following:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____ to establish official communications with passengers, and I am willing to take any eventual test to evaluate my actual proficiency in that language.

To meet the language requirements of trips where this language is used, the Company may count on my availability for each season, as defined by the Company, following my official registration for that purpose.

This registration binds me for the season in question and must be annually renewed in order to be valid.

Signature : _____ Date : _____

All Cabin Attendants hired on or after May 8, 2006 are subject to the following insofar as language qualifications are concerned:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____

- to establish official communications with passengers, and I am willing to take any test to evaluate my actual proficiency in that language.
- to meet the language requirements of the pairings where that language is used, the Company can count on my availability for the duration of my employment.

I understand and accept that such availability means that the Company may assign me to any pairing for which knowledge of the _____ language is necessary, in compliance with the award rules set forth in the Collective Agreement.

Signature : _____ Date : _____

Note: The Company will make accessible to all Cabin Attendants the language qualification form every year on the 15th of February and will give up to the 15th of March for the form to be returned to In-Flight Service.

APPENDIX C. MAP



APPENDIX D. **LAYOVERS**

EVALUATION GRID FOR SELECTING HOTELS FOR

CUPE NOTES: Accepted
For layovers over 20 hours

	Not Accepted	
	Under 20 hours	

Evaluation grid for selecting hotels for layovers

Preamble: This appendix is attached to this Collective Agreement solely for informational purposes.

Part 1

This part identifies the basic criteria used to rate hotels for selection purposes.

A positive reply to each of these criteria is required in order to pass the first acceptance level.

Part 2

This part identifies the list of amenities and services offered by the hotel. The cumulative total of points given by the committee members must amount to at least 72 in order for the hotel to be eligible for selection.

Part 3

The information contained in this part is used only for informational purposes for the Selection Committee.

General information

This hotel could be selected for:

short layovers (< 20 hrs.)
long layovers (> 20 hrs.)

This hotel was rated:

during a stay there
during a short inspection

Date(s):

Hotel:	Address:	City:	Tel / Fax:

Contact at hotel: Title:

Air Transat Representative: Title:

CUPE Representative: Title:

Pilots' Representative: Title:

Part 1 Eligible Yes ☐ No ☐ **Part 2** Eligible: Yes ☐ No ☐ Rating:

Accepted: Air Transat ☐ CUPE ☐ Pilots ☐

Part 1**Basic criteria used for evaluation***Safety*

Fire prevention
Safe environment
Hotel security
Room security

Examples:

Meets local standards
Patrols, good lighting
Staff, good lighting
Peephole, chain

Cleanliness

Reception
Hallways
Furnishings
Carpeting
Curtains
Bathroom
Bedding
Window(s)

Comments:

--

Comfort

Soundproofing
Blackout curtains
Telephone
Bed(s)
Window(s)
Air cond./heating
Restaurant(s)
Wake-up service
Radio/TV
Non-smoking rooms

Comments:

--

Part 2**Amenities and services**

Scale of 1-5

1 = Inadequate

3 = Satisfactory

5 = Excellent

Fast arrival / departure
Transportation to / from airport
Transportation downtown
Access to various restaurants
Vanity space
Bath and shower
Room service
Functional layout

Waiting time:

--

Rating:

--

Part 3**Additional amenities & services (for informational purposes only)**

Iron in room
Coffeemaker in room
Crew lounge
Discount on food
Discount on drinks
Free local calls
Free coffee
Cleaning service
Exercise room
Sauna
Indoor/outdoor pool

Other amenities
and services offered
by the hotel

--

Distance in time and km between hotel and airport:

--

Distance in time and km between hotel and downtown:

--

Other airlines using this hotel for their personnel:

--

Doctor at hotel on call

Yes

--

No

--

Name of doctor:

--

Address:

--

Telephone:

--

Nearest medical clinic:

--

APPENDIX E. PARTICIPATION AGREEMENT

BETWEEN: AIR TRANSAT A.T. INC.
(the “Employer”)

AND MULTI-SECTOR PENSION PLAN
by its Trustees
(the “Trustees”)

In consideration of the employer becoming a participating employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Locals 4041, 4047 and 4078 of the Canadian Union of Public Employees (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan that will be effective the 1st day of November 2004 in accordance with the terms of the Collective Agreement (the “Collective Agreement”), failing which the Trustees or the Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs, in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated February 1, 2001, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective

Agreement. It is understood that there shall be no liability upon the Employer, the Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide the Employer, at its request, with a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each eligible employee is as follows:

- i) To be provided once only at plan commencement
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To be provided with each remittance
 - Name
 - Social insurance number
 - Monthly remittance
 - Pensionable earnings
 - Year-to-date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer.
- iii) To be provided initially and as status changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital status

**APPENDIX F. REPORTING OF HOURS OF WORK FOR THE PURPOSE OF EI
RECORDS OF EMPLOYMENT**

The parties agree that this Letter of Understanding has been prepared to fulfill the reporting requirements of Section 10.(1) of the Employment Insurance Act Regulation to provide evidence of the hours worked by Air Transat cabin personnel for which they have been remunerated.

The parties agree that the simple formulas provided in this Letter of Understanding is necessary for this task of government reporting because:

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

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

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

- 70 hours paid at full rate, plus 4 hours paid at one and a half rate of pay, will result in 74 recognized hours times 2.0, equalling
- 148 hours, divided by 4.3 (based on a 30 day block month); or
- 34.4 hours per week to be reported as insurable EI hours of each week of that block month.

Cabin personnel will be credited 35 hours per week when on injury leave or Short Term or Long Term Disability Insurance Program (EI Regulation 12 (1)(a);

Cabin personnel on a full time flight release for any union business, or on ground duties, will also be credited 35 hours per week.

The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter. The parties further agree that this Letter of Understanding does not amend or re-interpret the Collective Agreement in any way but rather serves as a clarification of existing terms.

APPENDIX G. **QUALITY AND SAFETY MANAGEMENT SYSTEM (QSMS)**

To be completed, see Letter of Understanding #8

APPENDIX H. **DEFERRED PAYMENT PROGRAM**

To be completed, see Letter of Understanding #9

APPENDIX I. OUT OF BASE SICKNESS

ACCIDENT OR ILLNESS

1. Contact the Crew Scheduling Office as soon as possible following the accident or illness that is preventing you from returning to your work.
2. If outside Canada you must contact MedAire in order to inform them of the situation. MedAire will serve as an intermediary between you and the insurance company EuropAssist. Health professionals will offer you advice and if necessary will make arrangements for a medical consultation.

You will be asked to confirm that you are travelling on duty

Medaire Worldwide :

1 602-281-3328

Fax : + 1 480-966-0487

3. If you are in Canada you must contact SunLife (Europ Assist)

Europ Assist from Canada :

1-800-511-4610

Email: ops@europassistance-usa.com

4. Your Inflight Service supervisor will inform your family of the situation, if you are unable to do so yourself.
5. In the event that your accident or illness requires hospitalization for 7 days or more, a member of your family may join you. Everything will be coordinated in cooperation with representatives of the insurance company, as they are the ones who organize your family member's travel arrangements.
6. While you are unable to work (work accident, illness or non-work-related accident), you must keep your bills (food, transportation) in order to file a claim with the CSST/WSIB/WCB, depending on the province, or with Sun Life, upon your return to your home base.

Ability to return to home base:

1. Once you are judged fit to return to your home base by MedAire, the arrangements will be made with the CSO or with MedAire (only if your condition requires to be accompanied by a specialist) (If you are outside of Canada).
2. If you are in Canada and judged fit to return to your home base by Europ Assist, the arrangements will be made with the CSO or with Europ Assist (only if your condition requires to be accompanied by a specialist).
3. The CSO will inform you about return transportation and will give you full details.

Return to home base:

1. If you are still unable to work, you must meet with your doctor for follow-up purposes and inform your Department of the date of your return to work.
2. Depending on the situation and, if applicable, you will have to refer to the procedures for work accident or short term disability (Sun Life) and meet the related obligations.
3. Once you are able to resume work, you must book « FIT » with Crew Sched.

For any problem, please call your Inflight Service

LETTER OF UNDERSTANDING # 1**LANGUAGE QUALIFICATIONS OF FD'S**

Notwithstanding the provisions of Article 11.09.01 and Article 11.12, the Company and the Union agree that all Cabin Attendants on the seniority list as of the date of ratification of this Collective Agreement without a knowledge of both official languages of Canada will be eligible to obtain a promotion to operate as Flight Director.

LETTER OF UNDERSTANDING # 2**IMPLEMENTATION OF A COMPUTERIZED
MANAGEMENT SYSTEM**

New letter of understanding for the implementation of a computerized management system that will allow the following functions:

- Daily list of all open flights
- List of flights up for exchange or donation, the administration of the exchanges and donations will be automated
- Ability to see the cumulative hours for each Cabin Attendant on reserve, as the month progresses
- Available vacation during the year and assignment to Cabin Personnel by seniority
- Automatically assign vacation time

LETTER OF UNDERSTANDING # 3

NEW FLIGHT DIRECTOR PROGRAM

PREAMBLE

FDs on the position when the 2011 collective agreement is ratified will be maintained in their positions.

SELECTION OF FDs

The FD positions will be awarded by seniority.

TRAINING PROGRAM

Meetings will take place with the current FDs to present to them Air Transat's expectations with respect to the role and duties of the position of flight director. FDs will have the choice of remaining in their positions or return to work as a cabin attendant according to operational needs.

The current FDs are subject to the same tests as new FDs. However, Air Transat does not expect to use the results of these tests for selection purposes, but to allow the Employee already in the position to improve.

Cabin Personnel who have already been FDs and who voluntarily withdraw their name permanently will be considered new FDs.

EVALUATION

The beginning of the probationary period once the training is completed.

The results of the current evaluation program are presented to each FD periodically to see whether improvements in their performance are necessary.

On-board sales may be discussed with the Employer.

FLIGHT REPORT-COMMUNICATION-EQUIPMENT

A more current communication system for transmitting flight documentation will be available to FDs. The communication system chosen will be the property of Air Transat and will only be used for professional purposes.

ON-GROUND DUTIES

The FD will not perform any duty normally performed by another group on the ground. Instead, he will extend his customer service duties and ensure that passengers are looked after by agents on the ground.

REWARD PROGRAM

The FD will have all the tools required to properly use the reward program, for both passengers and crewmembers. The proper use of this program will not lead to disciplinary action.

LETTER OF UNDERSTANDING # 4

JOB PROTECTION

THE COMPANY AND THE UNION AGREE ON THE FOLLOWING:

1. The Company, a subsidiary of Transat A.T. Inc. and authorized for this purpose by the Board of Directors thereof, will ensure that for each fiscal year a minimum of 60% of all seats purchased, reserved, resold, or otherwise booked by the Company, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France), on aircraft of air carriers operating the following flights, be purchased, reserved, resold, or otherwise booked on aircraft operated by members of the Union whose working conditions are governed by the collective agreement in effect between the Union and the Company (members of the Union):

- Flights originating from Canada;
- Flights with a destination point in Canada.

Both parties agree to exclude from this agreement and from the computation of the minimum percentage of seats purchased, all sub-contracts between the Company and those entities not owned and/or controlled by Transat A.T.

This agreement also applies to any entity or corporation that could be created by the Company or by Transat A.T. Inc. and that could purchase, reserve, resell, or book any seats previously purchased, reserved, resold or otherwise booked by the entities and corporations as specified in the preceding paragraph.

In the event that fewer than 50% of all seats purchased, reserved, resold, or otherwise booked by the Company, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) are operated on wide-bodied aircraft by the Company, the parties agree to re-open Letter of Understanding no _____, which stipulates the conditions for operating narrow-bodied aircraft. The Union has the exclusive right to re-negotiate the terms of this Letter of Understanding. To this end, the Union has the right to serve notice under Section 49 of the Canada Labour Code, and the terms of Section 89 of the Code are deemed to have been met.

2. The Company will provide the Union with any information required for a follow-up of the situation with respect to the application of Article 1 of this agreement and as specified in Appendix A. The information imparted is subject to a confidentiality agreement that the Union and its representatives agree to sign, with the exception of the overall percentage result;

3. Once a year, the Company and the Union will meet for the purpose of deciding if the percentages specified in Article 1 of this agreement have been complied with;

The first annual meeting will take place no later than 60 days after the end of the 2011 fiscal year;

4. If the percentage specified in Article 1 of this agreement has not been reached within any given fiscal year, the Company will pay the Union pre-assessed damages in accordance with the following table:

- a) when the negative difference between the percentage reached and 60% represents between 1% and 5% of seats: \$200,000;
- b) when the negative difference between the percentage reached and 60% represents between 5.01% and 10% of seats: \$750,000;
- c) when the negative difference between the percentage reached and 60% represents more than 10.01% of seats: \$1,500,000.

In the event that over the course of any given year the Company does not meet the minimum ratio of 60% as specified in Article 1 and that damages must be paid by the Company to the Union in accordance with the terms of Article 4, the Company will have the option upon sending a written notice to the Union to defer the number of unfilled seats from the year just ended to the following year. Only in the event that the number of unfilled seats was not reached in the fiscal year of deferment will damages for the previous fiscal year then become due and payable, such payment being payable by the Company to the Union within 90 days following the end of the fiscal year of deferment. Furthermore, any damages payable in accordance with the terms of Article 4 will be cancelled if the number of unfilled seats for the previous fiscal year is achieved during the fiscal year of deferment, and this in addition to the 60% ratio to be achieved during the course of the fiscal year of deferment.

Transat A.T. Inc. and all entities or corporations specified in Article 1 of this agreement may not knowingly decide not to meet the fixed percentage of 60% for the reason that it would be more economically beneficial to purchase, reserve, resell, or otherwise book seats with an air carrier other than the Company's carrier.

5. The implementation of the provisions of Articles 1 and 4 of this agreement will be suspended for any period during which the activities of the Company, of Transat Tours Canada Inc., or of the British and French tour operators, respectively, The Airline Seat Company Limited and Vacances Transat (France), which are the subject of the agreement as specified in Paragraph 1 of this agreement, are adversely affected by events such as an economic crisis or slowdown, an attack, a natural disaster, or social, political, or climate-related incidents, including, without being limited to the aforementioned events, strikes, atmospheric disturbances, epidemics, (for whatever reason) the blocking of transport means,

earthquakes, fires, storms, floods, government or legal restrictions, or any other cause beyond the control of the Company, of Transat Tours Canada Inc., or of the British and French tour operators The Airline Seat Company Limited and Vacances Transat (France);

Notwithstanding the foregoing, if only one part of the aforementioned entities is adversely affected, other entities will remain entirely subject to the terms and conditions of this agreement. If need be, overall provisions of the Letter of Understanding will remain applicable for all entities not adversely affected, with the exception of Article 1 pertaining to the minimum seat percentage. In such cases, the applicable percentage will be calculated on a pro rata basis for each unaffected entity and according to statistics established over the course of the previous year.

In addition, for the provision of suspension to be applicable, events adversely affecting activities should not affect the overall market of all parties to the agreement. If need be, provisions 1 to 4 of this agreement will not be suspended and will continue to be in effect.

As well, the parties hereto agree that a normal fluctuation of business activities is not a sufficient motive to allow the suspension of Articles 1 to 4.

The term "adversely affected" means a reduction in sales, in passengers, or a combination of both in the Canadian market or a market specific to a given destination.

6. The Company declares that it is mandated by Transat A.T. Inc. to establish through this provision a guarantee in favour of the Association according to which Transat A.T. Inc. must pay damages as stipulated in Article 4 of this agreement if Transat A.T. Inc. does not comply with this obligation;
7. In the event that pressure tactics, slowdowns, or strikes by Union members from the beginning of negotiations prevent Transat A.T. Inc. from meeting the 60% target, Transat A.T. Inc. will be released from its obligation to pay the damages as specified in Article 4.

8. In the event of a conflict between the collective agreement and this Letter of Understanding, the collective agreement will take precedence.

Appendix A

Computational procedure for establishing the minimum seat percentage from Air Transat A.T. (Air Transat) operated by members of the Canadian Union of Public Employees (CUPE)

In accordance with Articles 1, 2, and 3 of Letter of Understanding no _____ signed on _____, and pursuant to the presentation delivered to the CUPE Union Executive by the Air Transat Vice-President, Finance, dated _____, the minimum percentage of Air Transat seats operated by CUPE will be established in the following manner:

Both parties agree that the present computational procedure only applies to flights originating in Canada and flights with a destination point in Canada. All flights not qualifying under one of the two aforementioned categories are expressly excluded from the present computational procedure and are therefore excluded from the Letter of Understanding.

Both parties expressly agree to exclude from the computational procedure for establishing the minimum seat percentage of seats purchased, all sub-contracts between Air Transat and entities not owned and/or controlled by Transat A.T. Inc.

For the purpose of determining the numerator:

All seats purchased, reserved, resold, or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) on aircraft operated by members of ALPA and whose working conditions are governed by the collective agreement in effect between ALPA and Air Transat. Both parties agree to include in the numerator, all unsellable seats which are operated by members of CUPE and which include ferry flights.

For the purpose of establishing the denominator:

All seats purchased, reserved, resold, or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France), on aircraft of any air carrier other than Air Transat, as well as all seats included in the computation of the aforementioned numerator.

Data used for the computation:

The information sources used by both parties to determine the numerator and denominator will consist of Air Transat information systems, namely, SAP, AIMS, and information systems used by our tour operators Logitours and Anite, or any other system that could be used in the future for the computation of these seats.

Data available to CUPE will notably include the number of seats operated by each air carrier used by: Transat Tours Canada Inc. (with the exception of Rêvatours), British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and French tour operator Vacances Transat (France) used for each half-year, that is, the winter half-year from November 1 to April 30, and the summer half-year from May 1 to October 31, as well as the annual total of each of the said air carriers.

Air Transat, a subsidiary of Transat A.T. Inc. and authorized for this purpose by the Board of Directors thereof, offers the possibility of performing this verification while using external auditors and/or CUPE professionals who in both cases will benefit from the support of Transat A. T. and Air Transat personnel.

Other provisions:

This agreement also applies to any other entity or corporation that could be created by Air Transat or by Transat A.T. Inc. and that could purchase, reserve, resell, or book seats previously purchased, reserved, resold or otherwise booked by Air Transat, Transat Tours Canada Inc. (with the exception of Rêvatours), the British tour operator The Airline Seat Company Limited (operating under the name Canadian Affair), and the French tour operator Vacances Transat (France).

In addition, if Air Transat chooses to sell seats to other entities owned and/or controlled by Transat A.T., they must first refer to the Letter of Undertaking and the present computational procedure and agree to comply with the overall terms and conditions contained therein.

No changes to the terms of this computational procedure shall be valid or enforceable unless they are made in writing and the document is signed by an authorized representative of each party.

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective representatives, as well as their respective legal representatives, successors, and permitted assigns.

LETTER OF UNDERSTANDING # 5

INTRODUCTION OF NEW SALARY SCALE IN ORDER TO INTRODUCE NARROW BODY AIRCRAFTS

Considering that many Cabin Attendants were hired during the negotiation period of the collective agreement 2010-2015;

Considering that 140 Cabin Attendants were hired June 11th 2011, close to the time where the tentative agreement was signed July 13th 2011;

Considering that the Company could have proceeded with a layoff in order not to include these employees in the 2005-2010 collective agreement;

Considering that should these Cabin Attendants have been affected by a layoff, would not have received any wages and their salary would have been integrated into the new salary scale when recalled to work;

The parties agreed that the 140 Cabin Attendants hired in June 2011 shall receive the salary adjustment and lump sum payment as if they were at the third (3rd) level of the salary scale. The guarantee of 75 hours shall not apply to these employees, however, the 12 calendar months shall apply on an exceptional basis for them.

LETTER OF UNDERSTANDING # 6

MANDATORY CONTRIBUTION TO THE « FOND DE SOLIDARITÉ DU QUÉBEC »

Contributions to the Fond de solidarité du Québec (FSQ)

Considering that the Union wishes to maximize the contributions to the MSPP;

Considering that the contribution to the MSPP may be increase up to 10.5%;

Considering that the contribution to the MSPP will be 10% at the end of the Collective Agreement 2010-2015;

The Union commits to discuss with the representatives of the « Fond de solidarité du Québec » in order to remove the requirement for the employer and employees of Air Transat to contribute to the FSQ;

The parties agree that, at the moment the FSQ accepts to remove the obligation of the employees and Air Transat to contribute to the FSQ, to begin the process of transferring the amounts provided in Article 33.02 to the MSPP stipulated in Article 33.01.

LETTER OF UNDERSTANDING # 7

IMPLEMENTATION OF A FATIGUE RISK MANAGEMENT SYSTEM (FRMS)

The Company and Union agree to commence discussions with the goal of implementing a Fatigue Risk Management System (FRMS) system during the creation of pairings and construction of blocks. The goal and spirit of this program will be in the same intent of the Letter of understanding #29 of the Pilots collective agreement.

A joint Committee will have the responsibility to ensure the follow up and implementation of the new program once the parties have agreed to the Fatigue Risk Management System (FRMS). The Committee will have to work in conjunction with a representative of the Health and Safety Committee.

The implementation of this program will be gradual and will be re-evaluated on an ongoing basis during its implementation. The joint Committee shall meet, at the latest, 6 months following the signature of this agreement to establish and develop the work plan needed for the implementation of the program.

The Committee responsible for the program shall be one already found in Article 27 of the collective agreement. In the event that the parties agree that this responsibility should be given to another committee, it shall be included in the Committees found in Article 27 of the present collective agreement.

LETTER OF UNDERSTANDING # 8

QUALITY AND SAFETY MANAGEMENT SYSTEM

The parties agree to pursue their discussion in order to include CUPE, in the Quality and Safety Management System program.

Once an agreement has been reached it will become an integral part of Appendix G in the present collective agreement.

Should the parties come to an agreement regarding the QSMS, it shall include the elements found in the letters of understanding #5, 6 and the 2nd paragraph of #7 of the 2005-2010 collective agreement.

LETTER OF UNDERSTANDING # 5

Re: Safety reporting programs

The parties agree that there was not sufficient time during conciliation to conclude discussion for the development of a comprehensive Letter of understanding dealing with the following:

- a) the safety reporting processes and requirements for the Company's Quality Safety Management System and the Occupational Health and Safety (OHS) of its Cabin Attendants under Part II of the Canada Labour Code; and
- b) the application of the Collective Agreement provisions concerning discipline and union representation involving these reporting systems.

Accordingly, the parties agree to meet expeditiously, and as often as necessary, after the ratification of this Collective Agreement, with the objective of negotiating a Letter of Understanding covering the basis of the respective initial positions of the parties tabled during this round of negotiations.

The resulting Letter of Understanding will be subject to membership ratification.

In the interim, pending the negotiation of the new Letter of Understanding, the Employer agrees that the non-disciplinary QSMS reporting program will not apply to Cabin Personnel without the consent of the Union.

Furthermore, the Employer agrees to meet with the Union and its Health and Safety Representatives as soon as possible to establish clear criteria and procedures for the prompt identification and provision of all applicable reports relating to the Health and Safety of Cabin Attendants that are received by the Employer and its Flight Safety Department to the appropriate joint OHS Committee and the CUPE OHS representatives of the joint OHS Committee for their use.

Finally, the Employer agrees that the implementation, design and operation of its new QSMS will in no way affect or denigrate the current rights provided under Part II of the Canada Labour Code.

LETTER OF UNDERSTANDING # 6

Re: Seat on QSMC

As a result of the Company's presentation on QSMS on May 2002 and as a result of subsequent discussions, the Company agrees to have one (1) representatives of the Union on the QSMC.

"The Union representatives shall be an observer on the QSMC, effective with the date of ratification of the Letter of Understanding #5 – Safety reporting programs."

The union representative shall be granted flight releases to attend meetings and shall be provided with air transportation and hotel, if necessary.

The Component President or his designate shall attend on behalf of the Union.

LETTER OF UNDERSTANDING # 9**DEFERRED PAYMENT PROGRAM**

The parties agree that, within 6 months of the signature of the Collective Agreement, the Company will undertake the necessary measure to put in place a deferred payment leave program with the aim of promoting self-administered leaves.

The deferred payment program will be for 3 month, 6 month or one year periods. The parties must agree on the modalities of the program and the program must be consistent with the applicable tax laws

Once the program is in place, the language of the program will be an integral part of the Collective Agreement in Appendix "H".