

COLLECTIVE AGREEMENT

between



and the

AIRLINE PILOTS

in the service of

WESTJET, AN ALBERTA PARTNERSHIP

and

SWOOP, INC.

as represented by the



AIR LINE PILOTS ASSOCIATION,

INTERNATIONAL

Effective 01 JAN 2019 to 31 DEC 2022

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i – PREAMBLE

i-1. GENERAL

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

i-1.02. In making this Agreement, the Parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service and harmonious labour relations. The Parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, in the public interest, and for the intent and purpose of this Agreement.

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ii – DEFINITIONS AND ABBREVIATIONS

ii-1. DEFINITIONS

Active (status)

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

Advancement Assessment

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

Agreement

The Collective Agreement between WestJet, an Alberta Partnership, Swoop, Inc., and the Pilots in their employ, as represented by the Air Line Pilots Association, International.

Assignment

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

Association (ALPA)

The Air Line Pilots Association, International.

Block

The total of all awarded flying and non-flying activities in a Pilot's Monthly Scheduling Period.

Captain

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

Checking Event

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

Company

WestJet, an Alberta Partnership, or, if applicable pursuant to the terms of Letter of Understanding No.2, Swoop Inc.

Credit/Credit Hours

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

Day Off

A Day between Assignments that is free of duty.

Deadhead / Positioning

Transportation of an on-duty Pilot as a passenger.

Designated Primary Residence (DPR)

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

Domicile

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

Early Duty

The hours of work which begin between 02:00 and 06:59 at the location where a Pilot is acclimatized. For the purposes of this Agreement a Pilot is considered acclimatized to their Permanent Base.

Equipment / Type

A type of aircraft utilized for Company flying operations (e.g. Boeing 737, Boeing 767, Boeing 787, etc.) Equipment may also be referred to in this Agreement as "Type".

First Officer

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

Flight Duty Period (Duty Period)

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

Flight Segment / Leg

Any flight between two airports.

Flight Deck Observer Seat / Flight Deck Jumpseat

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

Guaranteed Day Off (GDO)

A Day where work cannot be assigned which may be attached to a full week of vacation/Statutory Holidays or awarded into a Pilot's reserve Block.

Home Based Training

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

Hourly Base Rate

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

Late Duty

The hours of work which end between midnight and 01:59 at the location where a Pilot is acclimatized. For the purposes of this Agreement a Pilot is considered acclimatized to their Permanent Base.

Length of Service

The period of employment commencing from the date of hire at the Company as a pilot and adjusted as necessary, pursuant to the terms of this Agreement.

Mainland U.S.

The forty-eight (48) adjoining U.S. states on the continent of North America. This excludes the states of Alaska and Hawaii.

Minimum Monthly Guarantee (MMG)

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

Mixed Reserve Line

A Monthly Scheduling Period consisting of days of reserve availability, non-flying activities and Pairings.

Narrowbody (NB) Aircraft

A jet aircraft with a single aisle configuration. (e.g. Boeing 737, Airbus 320)

Night Duty

The hours of work which begin between 13:00 and at 01:59 and that end after 01:59 at a location where a Pilot is acclimatized. For the purposes of this Agreement a Pilot is considered acclimatized to their Permanent Base.

Non-Flying Activities

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

Pairing

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

Permanent Base (Base)

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

Pilot

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

Pilot Seniority List (PSL/WPSL)

The PSL is the list of pilots who are employed by WestJet, and Swoop.

Position

A Pilot's Rank, Status, Equipment and Permanent Base.

Preferential Standing Bid (PSB)

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

Rank

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

Regular Line / Line

A monthly schedule that is comprised of Pairings, known absences (e.g., vacation, training, LOAs, etc.) and Days Off.

Regular Line Holder

A Pilot whose Monthly Scheduling Period is comprised of Pairings, non-flying activities and Days Off.

Release Time

The time a Pilot is released from Duty.

Report Time

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

Reserve Availability Period (RAP)

A period of time during which a flight crew member on reserve is available for callout to report for flight duty.

Reserve Flight Duty Period

The period of time that commences at the start of the defined Reserve Availability Period and concludes at the Release Time end of the associated Flight Duty Period.

Reserve Block

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

Reserve Line

A monthly schedule that is comprised of reserve Block(s) and Non-Flying Activities and Days Off.

Rest Facility (Classes)

Class 1: Class 1 rest facility means a bunk or other horizontal surface located in an area that:

- a) is separated from the flight deck and passenger cabin;
- b) has devices to control the temperature and light; and,
- c) is subject to a minimal level of noise and other disturbances.

Class 3: Class 3 rest facility means a seat that reclines at least 40 degrees from vertical and that has leg and foot support.

Scheduling Day / Day

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

Seniority

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

Status

The Pilot's assigned classification of full-Block Pilot or Reduced Block Pilot.

Time Away From Base (TAFB)

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

Training Event

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

Transition Training

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

Upgrade

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

Vacancy / Vacant Position

A posted unfilled Pilot Position.

Widebody (WB) Aircraft

A jet aircraft with a dual aisle configuration (e.g. Boeing 767, Boeing 787).

ii-2. ABBREVIATIONS

ACARS – Aircraft Communication and Reporting System
ACM – Available Crew Member
ACP – Approved Check Pilot
AD&D – Accidental Death and Dismemberment Insurance
ALPA – Air Line Pilots Association
ATPL – Airline Transport Pilot License
CAD – Canadian Dollar (currency)
CAME – Civil Aviation Medical Examiner
CARs – Canadian Aviation Regulations
CASC – Central Air Safety Committee
CPA – Capacity Purchase Agreement
CVR – Cockpit Voice Recorder
DOH – Date of Hire
DPC – Duty Period Credit
EFB – Electronic Flight Bag
ESPP – Employee Share Purchase Plan
ETOPS – Extended-range Twin-engine Operational Performance Standards
FDM – Flight Data Monitoring
FDR – Flight Data Recorder
HSC – Hotel Selection Committee
IFALPA – International Federation of Air Line Pilots' Associations
JUC – Joint Uniform Committee
LCR – Long Call Reserve
LEC – Local Executive Council
LOFT – Line Oriented Flight Training
LTD – Long Term Disability
MCR – Meal Cost Replacement
MDPC – Minimum Duty Period Credit
MEC – Master Executive Council
NSP – No Show Pairing
OCD – Operational Coverage Day
OPA – Owners Performance Award
OTP – Open Time Pairing
PBT – Permanent Base Time
PDU – Personal Day Unpaid
PLOA – Personal Leave of Absence
PPC – Pilot Proficiency Check
PRP – Pilot Recovery Program
PSB – Preferential Standing Bid
RAIC – Restricted Area Identification Card
RBP – Reduced Block Program
RSU – Restricted Share Unit
SCR – Short Call Reserve
SDO – Special Day Off
SIRO – Simultaneous Intersecting Runway Operation
SOP – Standard Operating Procedure

SRC – Scheduling Review Committee
STD – Short Term Disability
TAFB – Time Away From Base
TDY – Temporary Duty Assignment
TSB – Transportation Safety Board (Canada)
VOCD – Voluntary Operational Coverage Day
WCB – Worker’s Compensation Benefit
WPDL – WestJet Pilot Department List
WPSL/PSL – Pilot Seniority List

1 – SCOPE

1-1. GENERAL

1-1.01. Except as otherwise provided for in this Agreement, all revenue flying, wet leasing for other airlines and charter flights operated by the Company shall be flown exclusively by Pilots who are subject to this Agreement, and in accordance with the terms and conditions of this Agreement.

1-1.02. Notwithstanding 1-1.01 above, the Company may use pilots employed by third party contractors to conduct ferry flights of newly acquired aircraft prior to being placed in revenue service as well as to serve as initial cadre pilots to conduct training flights and test flights for the newly acquired aircraft.

1-1.03. Notwithstanding 1-1.01 and 1-02 above, WestJet may utilize a combined total of one hundred (100) seventy-six (76) seat configured jet aircraft or seventy-eight (78) seat configured turboprop aircraft at WestJet Encore and/or through a capacity purchase agreement (or similar arrangement) with another carrier.

1-1.04. Swoop may operate a fleet in revenue service of thirty (30) narrow body aircraft. Wide body aircraft shall not be operated at Swoop.

1-1.05. As long as WestJet pilots are subject to this Agreement, WestJet shall guarantee ninety percent (90%) of the number of active WestJet Pilot positions that existed on January 1, 2019. Parties acting reasonably will meet to negotiate adjustments as appropriate arising from equipment/base changes.

Moreover, no Pilot shall be laid off as a direct result of the Company's business relationships with other airlines, including capacity purchase agreements, code-sharing agreements, marketing agreements, interline agreements, block space agreements, or joint ventures.

1-1.06. The Company will not establish a new affiliate for the purpose of circumventing the terms and conditions of this Agreement.

1-2. CORPORATE RE-ORGANIZATION

1-2.01. Subject to the application of the *Canada Labour Code*, any other statute or applicable law, this Agreement shall remain in full force and effect in the event that the Company changes ownership, acquires another airline, is sold to another airline, or merges with another airline.

1-2.02. Within ten (10) days of the Company signing and announcing an agreement that concerns a corporate re-organization described in 1-2.01 above, the Company shall provide the Association with notice of the proposed corporate re-organization and shall meet with the Association in good faith to discuss: (i) the potential impact of the corporate re-organization on Pilots; and (ii) options to address that impact on Pilots.

1-3. BUSINESS RELATIONSHIPS

1-3.01. After the Company has signed and announced a capacity purchase agreement, code-share agreement, marketing agreement, interline agreement, block space agreement, joint venture, or any other agreement that provides for the sharing of passengers or revenue between the Company and another air carrier, the Company shall, upon request of the Association and subject to the parties reaching an agreement on confidentiality, meet with the Association in good faith to discuss: (i) the potential impact of the agreement on Pilots; and (ii) options to address that impact on Pilots.

1-3.02. The Company shall not codeshare within Canada on aircraft above seventy-six (76) seats.

1-4. CONTRACTING OUT, SUBCONTRACTING OUT, WET LEASING

1-4.01. The Company shall not contract out, subcontract out, or wet lease Company flying covered by 1-1.01 above except:

- a) wet leases in order to avoid an interruption in service due to operational requirements associated with irregular operations (IROPS); or,
- b) to the extent necessary to protect the Company's schedule and operations due to circumstances beyond the Company's control, which shall be limited to the following:
 - i. a grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order;
 - ii. loss or destruction of the Company's aircraft;
 - iii. involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or a substantial and prolonged shortage in available fuel supply or other critical materials for the Company's operation;
 - iv. revocation of the Company's operating certificate(s);
 - v. humanitarian crisis;
 - vi. war emergency; and,
 - vii. a terrorist act.

1-4.02. The time period for any individual contracting out/subcontracting out/wet leasing under 1-4.01 may not exceed, or be extended beyond, ninety (90) calendar days in any rolling twelve (12) month period, unless by agreement of the Association.

1-4.03. No Pilot shall be involuntarily reduced in status or laid off as a result of such contracting out, subcontracting out, or wet leasing. For the purpose of this paragraph, a "reduction in status" shall be defined as a reduction in job classification, Position, type of aircraft or loss of minimum guaranteed hours.

1-4.04. The Company shall notify the Association in writing of any contracting out, sub-contracting out, or wet leasing outlined above.

1-5. INFORMATION

1-5.01. On a quarterly basis, WestJet will provide the Association with WestJet's total aircraft block hours for the previous quarter.

2 – GENERAL

2-1. ASSOCIATION RECOGNITION

2-1.01. The Company recognizes the Association as the sole and exclusive bargaining agent for the Pilots employed by the Company, as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11139-U dated May 12, 2017 and its certification order number 11359-U dated March 8, 2019.

2-2. MANAGEMENT RIGHTS

2-2.01. Except to the extent expressly limited or modified by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers and authority to manage the business and direct its work force and all the matters relating thereto. These rights, powers and authority include, but are not limited to, directing the Pilot workforce; determining the appropriate number of Pilots employed; hiring, assigning, promoting, demoting, classifying, transferring, lay-off, recall, suspending, discharging or otherwise disciplining Pilots; establishing and enforcing rules of conduct; maintaining order and efficiency; introducing new equipment; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing and controlling operations; selling all or part of its business; selling or leasing aircraft or facilities; determining when and where to operate scheduled or unscheduled flights; determining marketing arrangements with other air carriers; and investing (including equity investments) in other business entities, including other air carriers. The aforesaid rights of management shall not be exercised so as to violate or conflict with any express provision of this Agreement. In addition, the Company acknowledges that it shall exercise its management rights in a fair and reasonable manner.

2-2.02. The Association shall be advised of any changes to policies governing Pilots at least five (5) days before such policies become effective unless the Parties mutually agree to a shorter advance notification period. This five (5) calendar day requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.

2-3. NO DISCRIMINATION

2-3.01. No Pilot covered by this Agreement shall be discriminated against in contravention of the Canadian Human Rights Act and/or its regulations.

2-4. NO REPRISAL

2-4.01. The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either them or their representatives because of a Pilot's participation or non-participation in the Association or its lawful activities.

2-5. GENDER CONVENTION

2-5.01. For the sake of clarity and editorial efficiency, it is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. No discrimination is intended or implied.

2-6. STRIKE/LOCKOUT

2-6.01. During the term of this Agreement, the Parties agree to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Association, including its directors, officers, representatives and agents, will not engage in, promote, or cause any strike or work stoppage at the Company.

2-6.02. Except as otherwise permitted by law, the Company agrees not to engage in any lockout of its Pilots.

2-7. CHANGES TO LAW OR REGULATION

2-7.01. Where a regulatory or legislative change affects a term of this Agreement, the Company will, in consultation with the Association, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Section will be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement will remain in full force and effect.

2-8. ISSUANCE OF THE AGREEMENT

2-8.01. The Company shall, no later than sixty (60) calendar days after this Agreement becomes effective, distribute the Agreement electronically to the Pilots as described in Section 2-8.02. below.

2-8.02. The agreed upon format for distribution of the Agreement will primarily be an electronic version (e.g. pdf). This electronic version will be made available on a Pilot's electronic flight bag in the "ALPA" folder.

2-9. AMENDMENTS TO THE AGREEMENT

2-9.01. Any amendments to the Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.

2-9.02. This Agreement shall supersede all previous agreements, including but not limited to side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of the Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.

2-9.03. Any amendments to this Agreement or individual agreements on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the MEC Chairman or designee for the Association and the Vice-President Employee and Labour Relations or designee for the Company.

2-9.04. Should the authorized signatories above change, the other party shall be provided with written confirmation of such change as soon as practicable.

2-9.05. The Company shall make such amendments to this Agreement available on a Pilot's electronic flight bag, in the "ALPA" folder in 2-11 below.

2-10. DATA BASE

2-10.01. The Company will provide the following information in the electronic form on a monthly basis:

- a) The names of all Pilots in the employ of the Company;
- b) The address and phone numbers of all Pilots;
- c) Management hours flown;
- d) Monthly updates of Pilots on LOAs;
- e) Retirements;
- f) Terminations;
- g) Resignations;
- h) Full Time / RBP status; and,
- i) Upgrade/Downgrade or aircraft type change including the respective effective dates.

2-11. ELECTRONIC FLIGHT BAG (EFB) ALPA FOLDER

2-11.01. The company will create and maintain an “ALPA” folder on each Pilot’s EFB. This folder will hold this Agreement and any amendments to this Agreement. This folder will also hold other ALPA materials to include, ALPA safety flashes and jumpseat agreements, and other documents as mutually agreed to.

3 – SENIORITY

3-1. PILOT SENIORITY LIST

3-1.01. The Company shall maintain an updated Pilot Seniority List (PSL). The PSL shall be published quarterly (Jan 1, Apr 1, Jul 1, Oct 1) with a copy to the Association. The PSL shall be posted electronically on the Company intranet and shall remain there until replaced by an updated PSL. The PSL will also be made available on the EFB.

3-1.02. Only Pilots whose names appear on the PSL are authorized to operate aircraft used by the Company in its flight operations, except as otherwise provided for in this Agreement.

3-1.03. The PSL shall show the Seniority of each Pilot by name, Rank, Permanent Base, Equipment, Status, and date of hire (DOH) of all Pilots employed by the Company.

3-1.04. Except as otherwise provided in this Agreement, Seniority shall begin to accrue from a Pilot's DOH as a Pilot with the Company and shall continue to accrue during such period of service.

3-2. CORRECTION TO SENIORITY LIST

3-2.01. A Pilot shall have thirty (30) days following publication of the PSL to contest, in writing to the Chief Pilot – Crew Management or designate, any alleged error or omission related to them. If a Pilot is on leave at the time the PSL is published, they shall have thirty (30) days from their return to work to contest.

3-2.02. The Chief Pilot – Crew Management or designate will issue their decision in writing to the Pilot within fifteen (15) calendar days of the receipt of the contest. The MEC Chair will be copied on any decision.

3-2.03. A Pilot may not contest the same identical alleged error or omission twice.

3-2.04. New alleged errors or omissions on this list may be contested later when subsequent lists are posted. Typographical errors, however, may be corrected at any time.

3-2.05. Before filing a grievance, a Pilot must first follow the process delineated in 3-2.01 above. The timelines for filing a grievance will begin to run from the date the Pilot receives a decision in writing from the Chief Pilot – Crew Management or designate.

3-3. ATTRIBUTION OF SENIORITY NUMBER

3-3.01. On the date this Agreement becomes effective, the following pilots shall hold the same Seniority they held on the WestJet Pilots Department List (WPDL) on the date this Agreement becomes effective:

- a) A Pilot who is in the bargaining unit as defined in [SECTION 2 - GENERAL](#) (Association Recognition); and,
- b) A Management Pilot as defined in [SECTION 18 - MANAGEMENT PILOTS](#).

Within ninety (90) calendar days of the effective date of this Agreement, the Parties agree to meet to review and finalize the PSL.

3-3.02. When two (2) or more Pilots have the same date of employment, their standing in the Pilot Seniority List shall be based on a lottery draw. The Association will conduct the lottery draw.

3-4. APPLICATION OF SENIORITY

3-4.01. Unless otherwise specified in this Agreement, and subject to law, regulation, and/or stipulated Company minimum required qualifications, a Pilot's Seniority shall govern the rights between Pilots such as the awarding of Positions, base transfer, a change in aircraft Type, involuntary transfer, layoff, bumping, and recall, etc.

3-5. LOSS OF SENIORITY STANDING

3-5.01. A Pilot shall lose their Seniority standing when:

- a) They are dismissed, resign or retire;
- b) They are laid off for more than one hundred twenty (120) consecutive months;
- c) They refuse recall/bypass, in accordance with [SECTION 20 - LAYOFF AND RECALL](#); or,
- d) They neglect to answer a recall, in accordance with [SECTION 20 - LAYOFF AND RECALL](#).

4 – DEDUCTION OF DUES AND ASSESSMENTS

4-1. PAYROLL DEDUCTION

4-1.01. The Company shall, on each pay cheque, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots covered by the Canada Industrial Relations Board's (CIRB) certification order number 11139-U dated May 12, 2017 and its certification order number 11359-U dated March 8, 2019.

4-2. AMOUNT

4-2.01. The amount to be deducted shall be equivalent to the regular dues payment and properly authorized assessments of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues or properly authorized assessments of the Association in accordance with its constitutional provisions. The Association shall provide the Company with a minimum of forty-five (45) days notice prior to any such proposed change. In the case of an assessment, the Association shall include in such notice the duration of the assessment.

4-3. INSUFFICIENT WAGES OF A PILOT

4-3.01. If the wages of a Pilot payable on a pay cheque in 4-1 above are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company on such pay cheque. The Company shall not, because the Pilot did not have sufficient wages payable to them on the designated pay cheque, carry forward and deduct from any subsequent wages the dues not deducted on an earlier pay cheque.

4-4. REMITTANCE TO THE ASSOCIATION

4-4.01. Only payroll deductions required by law, deductions of monies due or owing the Company shall be made from wages prior to the deduction of dues.

4-4.02. The amount of dues or assessments so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Association not later than thirty (30) calendar days following the pay cheque in which the deductions were made.

4-4.03. The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, for any failure to make deductions or for making improper or inaccurate deductions or remittances once the Company has remitted payment to the Association. In the event of an error by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in the subsequent remittance, and will notify the Association and the affected Pilot of any error and/or correction.

4-4.04. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Section, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such payroll deduction(s).

4-5. REPORT TO THE ASSOCIATION

4-5.01. The Company will provide the Association with a report in electronic format of each Pilot's earnings, deductions, dues, and assessments on an annual basis at the time T4s are issued to a Pilot.

5 – ASSOCIATION FLIGHT RELEASE

5-1. GENERAL

5-1.01. When a Pilot is elected or appointed to fill a position in the Association, the MEC will notify the Company in writing of the Pilot(s) holding such position(s) and the length or term of these position(s).

5-1.02. The Company will compensate a Pilot for time spent performing Association business in relation to the Company (“Association Flight Release” or “AFR”). Except as specified in Section 5-3.01 and 5-3.02 below, the Association will reimburse the Company for such costs.

5-1.03. In the event a Pilot is on any type of AFR they shall be responsible for completing Company-assigned training and maintaining currency (e.g. required takeoffs and landings)

5-1.04. For the purposes of this section, one (1) day of AFR shall be credited at four-point five (4.5) Credit Hours.

5-2. REQUEST FOR TIME OFF PROCESS

5-2.01. The MEC Chair or designate will submit requests via email for AFR to the Manager, Crew Planning or designate.

5-2.02. By July 31 of the year prior, the Association will provide the Crew Planning department the forecasted number of flight release hours or days per month broken down by base, seat and aircraft type for the purposes of Company manpower planning.

5-2.03. Subsequent to the process in 5-2.02, the Association will provide Crew Planning with updated guidance on any known AFRs no later than the 20th two (2) months prior to the scheduling month (e.g. no later than September 20th for November schedules). The Association will provide Crew Planning with specific dates for known release time (who, which base, aircraft etc.). The Association may send updates to the Manager Crew Planning or designate until the 5th of the month prior to published schedules (e.g. no later than October 5th for November schedules). The Company will assess its staffing needs for the day(s) requested and if the Company has sufficient staffing for the requested day(s), it will approve the time off and place the appropriate code on each Pilot’s days of Association business.

5-2.04. The Company will not unreasonably deny AFR; however, Pilots in training will not be released for AFR. The Company also acknowledges that the process described in paragraph 5-2.02 and 5-2.03 above is intended only for AFR that is known in advance; there likely will be *ad hoc* requests for AFRs that arise on a monthly basis.

5-2.05. A Pilot who is granted AFR according to this Section shall be treated as an active Pilot and will continue to retain and accrue Seniority, Length of Service, vacation and sick leave. The Pilot shall have travel privileges in accordance with the Company Travel Privileges Policy.

5-3. ALLOTMENT OF FULL TIME AFR

5-3.01. The Association's MEC (MEC Chair, MEC Vice-Chair and MEC Secretary Treasurer) will be allotted a combined total of nine-hundred (900) Company paid hours annually as of January 1st of each year. Any flight release in excess of nine-hundred (900) hours shall be reimbursed to the Company in accordance with 5-7 below.

5-3.02. In addition to the AFR granted in accordance with 5-3.01 above, the Company will allocate a bank of two thousand two hundred (2200) Company paid hours on January 1 of each year. Any flight release in excess of two thousand two hundred (2200) hours shall be reimbursed to the Company in accordance with 5-7 below. The balance of hours on December 31 shall be carried over to the following year. The MEC Chair or designate shall advise the Company when AFR is to be deducted from this bank at the time it is requested.

5-4. ALLOTMENT OF AFR FOR CONTRACT PREPARATION, NEGOTIATIONS, RATIFICATION AND IMPLEMENTATION

5-4.01. The Company shall permit the full-time flight release of up to three (3) Pilots on a regular and ongoing basis for the period of contract preparation, negotiations, ratification, and implementation. The MEC Chairman or designate shall notify of the Company of the names of the up to three (3) Pilots required for each month through the process provided in 5-2.03.

5-4.02. The up to three (3) Pilots identified in 5-4.01 above shall be compensated at the applicable Minimum Monthly Guarantee (MMG). The Association shall reimburse the Company in accordance with 5-7 below.

5-4.03. Any Pilot on AFR released in accordance with this Section may pick up flying during a month at a straight time rates in accordance with the [SECTION 8 – SCHEDULING RULES](#).

5-5. PILOT-INITIATED MOVEMENT OF AFR DAY

5-5.01. The Association may request that Crew Scheduling move a previously approved AFR day in order to facilitate currency requirements as outlined in 5-1.03 above. Such requests must be made a minimum of seventy-two (72) hours in advance and will not be unreasonably denied.

5-6. CANCELLATION OF AFR

5-6.01. Unless it is within twenty-four (24) hours of the start of the AFR, the Company may cancel AFR for operational needs.

5-7. REIMBURSEMENT TO THE COMPANY

5-7.01. The Company shall provide the Association with a detailed invoice of each month's AFR no later than forty-five (45) calendar days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

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

5-7.02. The Association will reimburse the Company within sixty (60) calendar days from the receipt of the submitted invoice for the costs incurred when granting Pilots time off pursuant to this Agreement. Said costs shall include a thirty percent (30%) premium to cover benefits and administrative expenses.

NOTE: In the event a Pilot using an hour of flight release to which the premium applies does not contribute the maximum allowable to the ESPP, the applicable premium under this provision for that Pilot shall be reduced by the difference between the maximum allowable to the ESPP and the amount the Pilot contributes to the ESPP (e.g. if the maximum allowable to the ESPP is 20%, and the Pilot only contributes 15%, the premium under this provision for that Pilot would be reduced by 5%).

5-8. TRAVEL COSTS

5-8.01. When an Association representative is required to travel for meetings requested by the Company, they shall be entitled to free positive space travel as per the Business Travel - Positive Space Policy if the Company has scheduled service between the two (2) cities the Association representative is travelling between.

5-9. AFR FOR CANADA BOARD ELECTED OFFICIALS

5-9.01. The Company shall provide the following release for a maximum of one (1) Pilot at any given time serving on the ALPA Canada Board. Such Pilot shall be allotted full AFR for each monthly bidding period they are in office. The monthly total Credit will be eighty-two point five (82.5) hours per Monthly Scheduling Period for the length of term in office.

5-9.02. The Association shall reimburse the Company for any ALPA Canada Board AFR and associated benefits in accordance with 5-7, above.

5-9.03. A Pilot on ALPA Canada Board AFR as per this Section shall be treated as an active Pilot and will continue to retain and accrue Seniority, Length of Service, vacation and sick leave. The Pilot shall have travel privileges in accordance with the Company Travel Privileges Policy.

5-9.04. A Pilot on ALPA Canada Board AFR shall maintain currency as per 5-1.03, above.

6 – PROBATION

6-1. GENERAL

6-1.01. A new hire Pilot shall be required to serve a probationary period of twelve (12) months of active service starting from their date of hire at the Company as a Pilot.

6-1.02. The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of a Pilot during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith. The parties agree that an arbitrator has no jurisdiction to relieve against dismissal or to substitute or provide any other remedy in the case of the dismissal of a probationary Pilot unless the dismissal was arbitrary, discriminatory or made in bad faith. The provisions of [SECTION 34 - GRIEVANCE](#) and [SECTION 35 - ARBITRATION](#) shall be applicable to a Pilot during their probationary period.

7 – FILLING OF ASSIGNMENTS / POSITION BIDS

7-1. GENERAL

7-1.01. All staffing requirements will be determined by the Company.

7-2. TYPES OF ASSIGNMENTS

7-2.01. **Permanent Assignments:** Any assignment that exists in any of the Permanent Bases identified in 7-3.01 below shall be considered a Permanent Assignment. Permanent Assignments shall be filled from a Pilot's Preferential Standing Bid in accordance with this Section.

7-2.02. **Temporary Duty Assignments:** Any vacancy which the Company anticipates will exist for four (4) Monthly Scheduling Periods or less shall be considered a Temporary Duty Assignment. Such temporary assignments shall be filled as follows:

- a) When the Company anticipates that known flying or reserve coverage at a Permanent Base cannot be covered by the Pilots holding those Positions, the Company may elect to offer Temporary Duty Assignments ("TDY") for any given Schedule Period;
- b) A TDY will be included in the bid package of any Permanent Base;
- c) A Pilot shall bid on a TDY assignment on their monthly bid;
- d) Monthly TDY assignments will be awarded in Seniority order by Permanent Base, selected by the Company;
- e) If TDY is not included in the bid package, the Company may create TDY on a monthly basis by first offering them to Pilots in Seniority order at a Permanent Base selected by the Company. In the event an insufficient number of Pilots volunteer for TDY, the TDY Positions may be offered to all Pilots at all Permanent Bases. If there are still insufficient volunteers, the TDY Positions shall remain unfilled;
- f) Under no circumstances shall a TDY Position be involuntarily assigned to a Pilot; and,
- g) If the Company offers the same TDY Position in the same location for a period of more than four (4) consecutive Monthly Scheduling Periods, the Company shall advertise and award a Permanent Assignment for that specific Position at that location.

7-2.03. A Pilot who is awarded a TDY away from their Permanent Base whose Designated Primary Residence is outside a one hundred and twenty-five (125) kilometre radius of the TDY assignment airport shall be paid expenses as provided in Section 24 - EXPENSES.

7-2.04. Air transportation while on a TDY will be provided for in accordance with [SECTION 11 - DEADHEADING \(FLIGHT POSITIONING\)](#). If a Pilot requests to drive their own vehicle to the TDY, and such request is approved, the Company will pay the Canada Revenue Agency (CRA) approved mileage rate from their Permanent Base to place of TDY and return.

7-3. PERMANENT BASE(S)

7-3.01. As of the effective date of this Agreement, the following cities are recognized as Pilot Permanent Bases:

Calgary (YYC)
Toronto (YYZ)
Vancouver (YVR)

7-3.02. The Company may add Permanent Base(s). Prior to opening a new Permanent Base, the Association will be notified at least forty-five (45) calendar days in advance of the first day of operation of that Permanent Base.

7-3.03. The Company shall provide the Association at least ninety (90) calendar days advance written notice of the planned closure date of a Permanent Base.

7-4. PREFERENTIAL STANDING BID (PSB)

7-4.01. The Company will use a web-based PSB system which allows for bidding of Positions and the posting of bid awards. All awarded bids are binding unless cancelled by the Company. Neither the Association nor the Company will be responsible or liable for a Pilot who bids incorrectly. A Pilot will be responsible for submitting and updating a PSB which reflects their bidding preferences. A Pilot awarded a new Position will have their entire PSB removed. A Pilot who wants to remain in their current Position will not be required to submit a PSB.

7-4.02. A Pilot may change their standing bid until the published closing date and time of the bid.

7-4.03. Notwithstanding the provisions of 7-4.02. above, new hire Pilots shall be assigned their initial Equipment and Permanent Base at the discretion of the Company. New hire Pilots may express their preference for available assignments prior to being assigned.

7-4.04. New hire Pilots are eligible to participate in the PSB as long as the PSB closes on or after their second (2nd) day of employment at the Company.

7-5 PILOT POSITION VACANCIES AND BIDDING

7-5.01. The Company shall post Pilot Position bids at least once (1) every six (6) months.

7-6. POSTING OF THE PREFERENTIAL STANDING BID

7-6.01. The Company recognizes a PSB Association representative, or delegate who shall receive a preview of the anticipated vacancies three (3) calendar days prior to the PSB notice to Pilots for the purpose of reviewing the forthcoming bid as outlined in 7-6.02 below. The Company shall notify the Pilots of any anticipated vacancies via email at least fourteen (14) calendar days prior to the closing of the bid.

This bid notification shall contain at least the following information:

- a) Rank;
- b) Pilot Permanent Base;
- c) Equipment;
- d) Anticipated number of vacancies;
- e) Anticipated date required; and,
- f) Closing date of bid.

7-6.02. The PSB Association representative or their delegate will review the proposed bid prior to publication and provide comments to the Company regarding the proposed bid results. The comments will be provided to the Company in a timely manner, but no later than twenty-four (24) hours prior to the proposed release time of the PSB notice to the Pilots.

7-7. POSITION VACANCY AWARDS

7-7.01. Only Pilots on the PSL may be awarded vacant Position(s), except as noted in 7-7.06 below.

7-7.02. Any Position(s) shall be filled by Seniority, provided that all minimum qualifications (e.g. flight hours, insurance requirements) are met.

7-7.03. Within three (3) calendar days after the bid award closing date the Company shall post the bid award electronically to inform the successful candidate(s). The Company will also advise the PSB Association representative or their delegate prior to publication of the bid award.

7-7.04. Within seven (7) calendar days of the end of the dispute period delineated in 7-7.07 below, the Company shall advise a successful candidate of the following:

- a) Effective date of their new Position;
- b) Reporting Date, if different from the effective date;
- c) Anticipated month of training, if applicable;
- d) Any moving entitlements, if applicable; and,
- e) Any other relevant information.

7-7.05. If an awarded Position is cancelled between the date of the award and the earlier of the Pilot's effective, reporting or training date of their new Position, the Pilot shall remain in their current Position.

7-7.06. Vacant Positions remaining after a bid award shall be filled by new-hire Pilots or in accordance with this Agreement.

7-7.07. A dispute notification period consisting of five (5) consecutive calendar days will begin at 0001 hours Mountain Time (MT) on the day after the bid is published. All challenges to bid awards must be made in writing to the PSB Association representative or their designate, with a copy to the Chief Pilot Crew Management or designate. The Company will notify both the Pilot and the PSB Association representative of its decision in writing within seventy-two (72) hours of receipt of the bid challenge.

7-7.08. To be considered for a Vacancy award, a Pilot is required to be available for training and to assume the posted Position after it has been awarded.

7-7.09. After the bid award is finalized, should a Pilot become unavailable to report for their awarded training date, the Company may contact the next most senior eligible Pilot to assign them the now vacant training seat.

7-8. VACANCY AWARDS WHILE ON INACTIVE STATUS

7-8.01. A Pilot on Inactive status may return to their prior Position subject to Seniority, or fill Vacancy Positions provided the Pilot has a known return-to-work date that allows them to meet the requirements associated with the Vacancy award. The return-to-work date is established by the Company.

7-9. POSITION REDUCTIONS AND DISPLACEMENTS

7-9.01. Prior to any reduction of Positions that will trigger a displacement and which does not anticipate a layoff at any of the Permanent Bases, the Company shall notify the Association at least forty-eight (48) hours prior to the PSB in 7-9.02 below.

7-9.02. In the event of a Position reduction at a Permanent Base that will only trigger a displacement, all Pilots on the PSL shall be given at least thirty (30) calendar days to submit a PSB prior to the date of the Reduction Bid release.

7-9.03. The Company shall advise affected Pilots in accordance with Section 7-7.04(a) through (e) above.

7-9.04. A Pilot who is displaced shall be awarded a Position in accordance with their PSB. The Pilot may displace a junior Pilot in any Position. A displaced Pilot who fails to bid sufficient choices for Positions shall be assigned a Position by the Company in accordance with their Seniority.

7-10. PILOT PERMANENT BASE TRADES

7-10.01. Pilots holding the same Equipment and Rank in different Permanent Bases may enter into a mutual exchange of Permanent Bases by following the procedure outlined below;

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

7-10.02. A Pilot who is senior to the most junior of the two (2) Pilots in a pending trade, may object to the trade by the procedure outlined below;

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

7-10.03. Once an objection is verified, the objection will become a new trade between the objecting Pilot and the non-affected Pilot. The newly resulting trade will be republished by the PSB Association representative.

7-10.04. The trade shall become effective on the first day of the second Scheduling Period following the Scheduling Period in which the trade was approved (e.g. May trade effective July).

7-10.05. A Pilot participating in a trade must be currently qualified (e.g. Captain to Captain, First Officer to First Officer) for and performing the duties in the Position being traded. A Pilot who has been awarded another Position (e.g., Pilots on inactive status or in non-flying positions) are not eligible to participate in trades.

7-11. BIDDING FREEZES

7-11.01. A new hire First Officer will be frozen in their initial rank for a period of twelve (12) months after the successful completion of their initial line check.

7-11.02. A Pilot who voluntarily bids and is awarded a Position where an initial training course is required shall be restricted from bidding a different Equipment Type for twenty-four (24) months from the date of completion of their Pilot Proficiency Check (PPC).

7-11.03. The freeze period shall not apply in any instance where a Pilot's current Position is a result of being reduced, displaced or having exercised reinstatement rights.

7-11.04. The above provisions shall not restrict a Pilot from bidding up in Rank (i.e., First Officer to Captain).

7-11.05. In circumstances other than those delineated in 7-11.02 and 7-11.03 above, a Pilot who voluntarily bids for and is awarded a lower Rank (i.e., Captain to First Officer) on the Equipment the Pilot currently holds will be subject to a bidding freeze of twenty-four (24) months.

7-11.06. Notwithstanding any provision in 7-11, the Company may release a Pilot from a bidding freeze.

8 – SCHEDULING RULES

8-1. SCHEDULING REVIEW COMMITTEE (SRC)

8-1.01. The Parties agree to form an SRC.

8-1.02. The scope of the SRC is to review Pilot concerns that may impact scheduling. The SRC will work collaboratively to recommend solutions which consider overall scheduling satisfaction, Pairing efficiency, Pairing development and fatigue.

8-1.03. The SRC shall be comprised of one Company and one Association representative which will include the Director, Crew Resources or their designate; and the Association Scheduling Chair or their designate. The SRC will consult with any specialists or SMEs in fatigue, health management or other relevant areas as required.

8-1.04. The SRC will meet at least quarterly.

8-1.05. During the quarterly meetings with the SRC, the Company will share the common seasonal Scheduling parameters used during planning for building Pairings and initial scheduling construction in the software system. Parameters used for operations post schedule release will also be reviewed.

8-1.06. The SRC will review any Pilot scheduling issues brought to its attention and will make recommendations to the Company for resolution. Recommendations and unresolved issues will be decided by the Vice President, Flight Operations. The Vice President, Flight Operations shall provide the Association with the reason(s) for their decision, in writing.

8-2. CREW PLANNING – SCHEDULE CONSTRUCTION

8-2.01. Pilots' monthly schedules will be constructed using a "fair share" based blocking system. Schedule construction will be based on overall schedule satisfaction. The scheduling software measures an individual Pilot's satisfaction based on monthly bids and strives to maximize "satisfaction levels" within the Pilot Group at a given Base on a rolling three-month average.

8-2.02. The Company shall determine and use a series of Parameters when building trip Pairings, Lines, Schedules, responding to Open Time requests, trip trades, partial trip trades and assigning flying to Pilots.

8-2.03. The Company will construct two (2) types of lines: Regular Lines and Reserve Lines.

- a) Regular Lines will be constructed with Pairings, training, or known absences during the following Monthly Scheduling Period for Pilots who have Seniority that allows for the Pilot to be awarded a Regular Line.
- b) Reserve Lines will be constructed and awarded with reserve days, training and known absences for Pilots.

8-2.04. Unless otherwise specified in this Agreement, Pilots will have a maximum of sixteen (16) days of assigned duty in a Monthly Scheduling Period.

8-3. MONTHLY SCHEDULING PERIODS

8-3.01. There are twelve (12) Monthly Scheduling Periods in a year:

- a) 01-30 January
- b) 31 January – 01 March (exception: Leap Years, 31 January – February 29)
- c) 02 March – 31 March (exception: Leap Years, 01 March – 31 March)
- d) 01 April – 30 April
- e) 01 May – 31 May
- f) 01 June – 30 June
- g) 01 July – 31 July
- h) 01 August – 31 August
- i) 01 September – 30 September
- j) 01 October – 31 October
- k) 01 November – 30 November
- l) 01 December – 31 December

8-4. TRAINING SCHEDULING

8-4.01. A Pilot who is required to complete transition training may be scheduled to work a maximum of eighteen (18) days in any Scheduling Period up to and including the month of their transition Line Check.

8-4.02. A Pilot who is required to complete initial ground school training (new hire) shall not be scheduled to work more than five (5) calendar days in any seven (7) day period up to and including the month of their initial line check. In no case will a Pilot in initial training be scheduled more than twenty (20) days in a Scheduling Period. A Pilot completing initial ground school will be credited as per [SECTION 21 - PAY AND COMPENSATION](#).

8-4.03. A Pilot will be advised of upcoming recurrent training events (to be scheduled within a two (2) month training window) by the Pilot Training Coordinators, at least two (2) bidding months in advance of their scheduled training. A Pilot may request up to five (5) individual days free from a training event. This request must be sent via email to the Pilot Training Coordinators at least forty-five (45) days before the first month the Pilot's training may take place. The request must include the Pilot's employee number and Permanent Base with the request.

8-4.04. Simulator Checking Event periods will be as follows:

- a) The Checking Event Period shall start no earlier than 05:00 local time.
- b) The Checking Event Period shall end no later than 01:00 local time.

8-4.05. Except in the case of 8-4.02 above, each Pilot will receive four point five (4.5) Credit Hours for each simulator or ground school Training Event in accordance with [SECTION 21 - PAY AND COMPENSATION](#). If a Pilot is required to travel for training, the provisions of [SECTION 11 - DEADHEADING \(FLIGHT POSITIONING\)](#) will apply.

8-4.06. Meal Cost Replacement will be paid for Training Events away from the Pilot's Permanent Base in accordance with [SECTION 24 - EXPENSES](#).

8-4.07. A Pilot will not be scheduled for more than eight (8) hours of classroom training per calendar day, excluding a meal period and required breaks, and will not be scheduled for more than four (4) hours of simulator training per calendar day excluding briefings. Any Pilot assigned to a simulator period, whether completing crew complement or periodic training, will be subject to normal duty day limitations and/or crew rest as applicable except that this provision will be waived if the Pilot is returning to Base via Deadhead.

8-4.08. A Pilot scheduled to complete training at a third-party simulator facility will be scheduled travel and accommodations according to their Permanent Base assignment.

8-5. MINIMUM DUTY PERIOD CREDIT, DUTY PERIOD CREDIT, TIME AWAY FROM BASE CREDIT

8-5.01. The Minimum Duty Period Credit ("MDPC") is four (4.0) Credit Hours per Flight Duty Period day.

8-5.02. The Duty Period Credit ("DPC") is calculated at a 1:2 ratio. One (1) Credit Hour for every two (2) hours of Flight Duty Period time.

8-5.03. The Time Away From Base ("TAFB") is calculated at a 1:4 ratio. One (1) Credit Hour for every four (4) hours of Time Away From Base for the length of the Pairing.

8-6. PAIRING CREDIT RECONCILIATION

8-6.01. A Pilot will be paid the greater of the following on a Pairing basis unless the Time Away from Base (TAFB) Credit in 8-5.03 above calculated for a Pairing (single or multi-day) results in a greater amount, each Day of a Pairing shall be paid the greater of either:

- a) Original scheduled Flight Hours or actual operated Flight Hours; or,
- b) Minimum Duty Period Credit (MDPC) in 8-5.01 above; or,
- c) Duty Period Credit (DPC) in 8-5.02 above.

8-6.02. When a change in Day occurs en-route, the originating date will be considered the date on which the flight was made and to which date all time for the flight will be credited.

8-6.03. A Scheduling Day, for the purposes of this Agreement, is defined as the time period from 0100 hours to 0059 hours in the time zone where the Pairing originated.

8-7. DUTY PERIOD

8-7.01. A Duty Period for the purposes of planning shall commence, and a Pilot shall be expected to report for duty prior to the scheduled departure time in accordance with the following:

	Report Time – Non ETOPS (minutes)	Report Time – ETOPS (minutes)	Off Duty/Release Time (minutes)
Narrowbody Aircraft	60	75	15
Widebody Aircraft	60	75	15
Duty Period Commencing or Ending with Deadhead	45 (prior to DH)	45 (prior to DH)	00 (after a DH)

8-8. SCHEDULED REST PERIOD

8-8.01. The minimum scheduled rest period shall be:

- At Base: a period of twelve (12) consecutive hours may be reduced to eleven (11) hours with the agreement of the Pilot should the Company provide suitable accommodations at or near the airport.
- Away from Base: for Duty Periods up to twelve (12) hours, a minimum period of ten point five (10.5) consecutive hours of rest shall be planned. For Duty Periods exceeding twelve (12) hours, the minimum period of rest will equal or exceed the length of the preceding Duty Period.

8-8.02. The minimum scheduled rest period between Night Duty Periods on the same Pairing shall be twelve (12) hours.

8-8.03. The minimum crew rest pursuant to the CARS may be scheduled after a Night Duty Period if the following Duty Period consists of Deadheading back to the assigned base via the most direct routing.

8-8.04. A scheduled pairing from Crew Planning may contain no more than three (3) consecutive Night Duty Periods.

8-8.05. A Pairing operating solely in the Americas that has within it a transition from Night or Late Duty to an Early Duty, the scheduled rest period will be less than eighteen (18) hours or will be greater than thirty (30) hours.

8-8.06. A Pairing that requires a change from day time flying to Night Duty will have a rest period of at least twenty-two (22) hours. If the Pilot is planned to operate two (2) or more consecutive Early Duties, the Pilot will be assigned a rest period of at least thirty (30) hours before transitioning to a Night Duty.

8-8.07. Notwithstanding 8-8.05 and 8-8.06 above, a Pairing that operates outside of the Americas may have scheduled rest periods greater than eighteen (18) hours or less than thirty (30) hours.

8-9. MONTHLY SCHEDULING WINDOW/ MINIMUM MONTHLY PAY GUARANTEE/ OVERTIME THRESHOLD

8-9.01. Pilots will be scheduled between seventy-five (75) Credit Hours and ninety (90) Credit Hours per Monthly Scheduling Period.

8-9.02. The minimum pay guarantee is seventy-five (77.5) hours within the Monthly Scheduling Period.

8-9.03. The Overtime threshold within the Monthly Scheduling Period is eighty-five (85) Credit hours.

8-10. ERRORS IN BLOCKING

8-10.01. It is the responsibility of any Pilot who believes they have been blocked incorrectly to bring the error to the attention of Crew Planning and the MEC Scheduling Chair within forty-eight (48) hours of the monthly schedule distribution date. Pairings generated in error outside the agreed-upon blocking rules shall be reviewed by the Company and assigned to ensure compliance.

8-10.02. Should Crew Planning discover a blocking error prior to the commencement of the Scheduling Period, they will contact the Pilot immediately. A revised schedule will be built and mutually agreed upon by the Pilot and Crew Planning.

8-11. MAXIMUM SCHEDULED DUTY PERIOD

8-11.01. Implementation of the Duty Periods as per the tables below will occur by July 1, 2019.

8-11.02. The maximum scheduled Duty Period will be as follows:

STANDARD CREW		
REPORT TIME	MAX PLANNED FDP	MAX PLANNED SECTORS
24:00-03:59	10	1-5
04:00-04:59	11	1-5
05:00-05:59	12	1-5
06:00-06:59	13	1-5
07:00-12:59	13	1-5
13:00-16:59	13	1-5
17:00-21:59	13	1-5
22:00-22:59	12	1-5
23:00-23:59	11	1-5

STANDARD CREW WITH AUGMENTATION				
With Augmentation	One additional Pilot*		Two additional Pilots*	
Rest Facility	Maximum Flight Duty Period			
	1 leg	2+ legs	1 leg	2+ legs
Class 3	15.0	14.0	15.0	15.0
Class 1	15.0	14.0	18.0	18.0

* Additional Pilot is defined as a fully qualified Captain or First Officer.

8-12. ONBOARD PILOT REST FACILITIES

8-12.01. Boeing 787 aircraft:

- a) The Pilot Rest Facility shall be at least a Class 1 Crew Rest Facility.

8-12.02. Boeing 737 and 767 aircraft:

- a) The Pilot Rest Facility shall be at least a Class 3 Crew Rest Facility.

8-12.03. On flights that require augmentation, clean pillows and blankets will be provided for each Pilot. On bunked aircraft, clean sheets will also be provided for each Pilot.

8-13. PAIRING LENGTH

8-13.01. Scheduled Pairing length released from Crew Planning shall not exceed five (5) Days for Narrowbody flights and six (6) Days for Widebody flights without the mutual agreement of the Association and the Company. The number of Narrowbody five (5) Day Pairings on a system-wide basis shall not exceed ten percent (10%).

8-14. BIDDING

8-14.01. Bidding options shall include as a minimum:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) flight destination(s);
- d) layover location;
- e) Pairing length;
- f) Pairing starts with Deadhead arriving at OR Pairing ends with Deadhead departing from;
- g) red eye Pairings;
- h) specific date(s) off;
- i) days off between work periods;
- j) minimum home base rest; and,
- k) any additional bidding option(s) mutually agreed upon by the Association and the Company.

8-15. RELEASE OF SCHEDULES

8-15.01. The release of monthly schedules shall be as follows:

Day of Month	Event
7	Preliminary Pairings made available by 0900 MT
9	Bidding closed for next month's flying at 0900 MT
21	Schedules for next month's flying released at or before 1900 MT

8-16. MAXIMUM DAYS WORKED PRORATION TABLES (FULL AND MIXED LINE HOLDERS)

Maximum Days Worked – Paid Absences	
# of Days Absent	Monthly Scheduling Period
1	15
2	14
3	13
4	12
5	11
6	10
7	9
8	8
9	7
10	6
11	5
12	4
13	3
14	2
15	1
Days 16-31	0

Maximum Days Worked – Unpaid Absences			
# of Days Absent	Monthly Scheduling Period	# of Days Absent	Monthly Scheduling Period
1	15	17	7
2	15	18	7
3	14	19	6
4	14	20	6
5	13	21	5
6	13	22	5
7	12	23	4
8	12	24	4
9	11	25	3
10	11	26	3
11	10	27	2
12	10	28	1
13	9	29	1
14	9	30	0
15	8	31	0
16	8		

8-17. MAXIMUM DAYS WORKED PRORATION TABLES (RESERVE HOLDER)

Days Available	Non-GDO Days Off Entitlement	GDO Entitlement
1	0	0
2	0	0
3	1	1
4	1	1
5	1	2
6	1	2
7	2	3
8	2	3
9	2	4
10	2	4
11	3	5
12	3	5
13	3	6
14	3	6
15	4	7
16	4	7
17	4	8
18	4	8

9 – HOURS OF SERVICE

9-1. OPEN TIME FLYING

9-1.01. Open Time is flying that becomes available during the Monthly Scheduling Period. Such flying can include new Pairings, dropped Pairings due to illness or injury, vacations, Leaves of Absence, training, charters, extra sections, other revenue flying, or those Pairings not awarded or assigned in the planning construction process. Open Time is assigned and/or awarded at straight time or premium rates as applicable in accordance with this Agreement.

9-1.02. The Company shall publish Open Time at its discretion after the release of the monthly schedules.

9-1.03. Open Time requests shall be processed on a first-come, first-serve basis. Requests will not be unreasonably denied.

9-1.04. Open Time not assigned or that becomes available after the schedules are awarded, shall be filled in the following order, provided, such Assignment does not conflict with the CARs or any other provision of this Agreement:

- a) Assigned to a Captain or First Officer who has not completed the required consolidation period in accordance with the applicable CARs; then,
- b) Awarded or assigned to a Pilot returning to duty from sick leave, fatigue book-off, displacement or any leave of absence; then,
- c) Awarded to any Pilot on their Day Off submitting a request, unless:
 - i. The request violates the CARs or any portion of this Agreement. The Company may require parameters when there is a potential for illegality under the CARs or this Agreement. The Company shall review the parameters with the Scheduling Committee during its regularly scheduled meetings; or,
 - ii. The request creates a conflict with an existing Pairing or Assignment. Crew Scheduling may approve the request provided there is no reconciliation of the conflicting Pairing or Assignment; then,
- d) Available for Assignment to reserve Pilots; then,
- e) Available for Assignment to a Management Pilot.

9-2. SCHEDULING PARAMETERS FOR PRE-PAIRING OR MID-PAIRING SICKNESS

9-2.01. Should a Pilot become sick pre-Pairing or mid-Pairing such that they cannot begin or complete their Pairing, the following rules will apply:

- a) The Pilot will inform Crew Scheduling as soon as possible when they are not able to fulfill their duties; and,
- b) Once the Pilot feels sufficiently recovered to perform their duties, they will advise Crew Scheduling and be subject to the provisions of SECTION 9-3 below.

9-2.02. Should a Pilot become sick mid-Pairing and need to stay in a hotel, any applicable hotel and MCR costs shall be borne by the Company.

9-3. RETURN TO DUTY

9-3.01. The provisions herein apply to situations where a Pilot is temporarily unavailable for duty but has remained on Active status.

9-3.02. A Pilot who is able to return to flying prior to the Release Time of their original scheduled Pairing shall notify Crew Scheduling of their ability to return to work. At the Company's discretion, a Pilot shall be awarded or assigned an Open Time Pairing and/or reserve days at their Permanent Base or Domicile in accordance with 9-1.04 above. Such Pairing shall be scheduled to end no later than the Release Time, plus two (2) hours on the last day of the Pilot's original Pairing. A Pilot may agree to an extension beyond two (2) hours in accordance with the procedure outlined in 9-11.01, below. If assigned reserve, the Pilot shall be released from their RAP no later than the scheduled Release Time of the original Pairing.

9-3.03. Except as provided in [SECTION 21-8.02 – PAY AND COMPENSATION](#), A Pilot returning to work as per 9-3.02 above shall receive the applicable Credits in this Agreement for any Pairing assigned. If they are assigned reserve days and do not perform work on those days, they will receive the MDPC for each full RAP assigned, or prorated MDPC thereof if the Release Time of the original Pairing is within the RAP. All Credits earned under this provision shall be applied toward the Pilot's MMG.

9-3.04. A Pilot who is fit to return to duty from sick leave must advise Crew Scheduling as early as possible but no later than 1900 hours local Permanent Base time. If no such contact from the Pilot is received, their sick leave status will be carried over into the next day.

9-3.05. Should a Pilot work into their scheduled Day(s) Off under 9-3.02 above, they will be paid as per working into a Day Off as per [SECTION 21 - PAY AND COMPENSATION](#).

9-4. EXTENDED LEAVE RETURN TO DUTY

9-4.01. The following language will address how a Pilot will be scheduled after any extended leave detailed in [SECTION 28 - LEAVES OF ABSENCE](#) where the Pilot is able to return to work but does not have a flying schedule.

9-4.02. A Pilot will be assigned Open Time or reserve days at their Permanent Base in an effort to meet their Minimum Monthly Guarantee.

9-4.03. The number of hours for which the Pilot is responsible shall be proportionate to the days remaining in the month and the Minimum Monthly Guarantee as outlined in [SECTION 21 - PAY AND COMPENSATION](#).

9-5. TRIP TRADES

9-5.01. The Company shall continue to develop automation to support the trip trade system. Prior to changing the vendor of the automated trip trade system, the Company shall consult with the Association to ensure the minimum level of service and standard(s) of the current system is maintained.

9-5.02. Trip trades will be enabled in the automated trip trade system for the remainder of the current and the next month no later than 2359 Mountain Time on the day of schedule release.

9-5.03. The automated shift trade system shall allow Pilots to give away and pick up Pairings, or parts of Pairings subject to the restrictions in 9-5.04 below.

9-5.04. Partial trip trades shall only be permitted if all of the following factors are met:

- a) A Pairing is split by trading leg(s) at either the beginning or end of the Pairing;
- b) The newly created Pairing(s) must begin and end in the Pilot's Permanent Base;
- c) Partial trip trade legs cannot be attached to another assigned Flight Duty Period; and,
- d) A Pilot accepting the partial Pairing must meet the scheduled Rest Period requirement in [SECTION 8 – SCHEDULING RULES](#).

9-5.05. Subject to the conditions of 9-5.04 and approval of the partial trip trade by Crew Scheduling, the Pilots involved will receive pay only for the flight time they operate respectively. To be clear, the MDPC, Duty Period Credit and TAFB Credits as per [SECTION 8-6 – SCHEDULING RULES](#) will not apply.

9-5.06. A Pilot must be qualified (i.e. ETOPS qualified) for the Pairing or portion of a Pairing that they are attempting to pick up.

9-5.07. Pilots giving up flying are responsible for ensuring that they maintain their minimum hours required to be eligible for the Group Benefits Plan as per [SECTION 23 - BENEFITS](#).

9-5.08. Shift trade requests should be submitted through the automated shift trade system a minimum of three (3) hours prior to the scheduled departure time. Depending on Crew Scheduling resources, shift trade requests made less than three (3) hours prior to the scheduled departure time may not be able to be processed. With the exception of 9-5.09 below, shift trade requests will not be approved within two (2) hours of the scheduled departure time.

9-5.09. Gate trades will be processed by Crew Scheduling with a minimum of sixty (60) minutes notice for domestic flights. Gate trades may be suspended during times when Crew Scheduling is experiencing high workloads.

9-5.10. Pairings that include regulatory training or qualification events (e.g. line check, line indoctrination, simulator) will be locked by Crew Scheduling to inhibit trades between Pilots. Pairings which contain Deadhead flights on third-party carriers shall be locked after forty-eight (48) hours after schedule release, as per [SECTION - 11-1.03 – DEADHEADING \(FLIGHT POSITIONING\)](#).

9-5.11. The Overtime threshold in [SECTION 21-6.01\(b\) – PAY AND COMPENSATION](#) shall be adjusted as a result of a Pilot-initiated trip trade which results in the addition of Credits to a Pilot's Monthly Scheduling Period.

For example:

- Scheduled Block hours 80.0 Credits
- Overtime threshold 85 Credits
- Net trade +10.0 Credits
- Adjusted Overtime threshold 95 Credits

9-5.12. The Overtime threshold in [SECTION 21-6.01\(b\) – PAY AND COMPENSATION](#) shall **not** be adjusted as a result of a Pilot-initiated trip trade which results in the subtraction of Credits from a Pilot's Monthly Scheduling Period.

For example:

- Scheduled Block hours 80.0 Credits
- Overtime threshold 85 Credits
- Net trade -10.0 Credits
- Overtime threshold 85 Credits

9-5.13. Where a Pilot initiated trip trade results in Credit Hours for the Monthly Scheduling Period being below the Minimum Monthly Guarantee (MMG), the MMG shall not be protected.

9-6. PERSONAL DAY(S) OFF (UNPAID) (PDU)

9-6.01. Personal Days are days for a life event which is not covered in [SECTION 28 - LEAVE OF ABSENCE](#) or [SECTION 26 - VACATION, STATUTORY HOLIDAYS, SDO](#).

9-6.02. A Pilot shall contact the Chief Pilot, Crew Management or their designate to have a Personal Day approved. If the Pilot has a Pairing that carries over after the Personal Day off, then Crew Scheduling will endeavor to have that Pilot re-join their original Pairing. If it is not feasible for the Pilot to join their Pairing, the Pilot shall be returned to duty in accordance with 9-3 above.

9-7. CREW SCHEDULING PHONE RECORDINGS

9-7.01. All phone conversations between Pilots and Crew Schedulers on Company telephone lines will be recorded. These recordings will be retained for one hundred and twenty (120) days. In the event of a dispute, the Association may request that any recording(s) be kept until the dispute is resolved. Any such request shall not be unreasonably denied.

9-8. REASSIGNMENT

9-8.01. For purposes of this Agreement, a Reassignment means a change in the affected Pilot's awarded or assigned Pairing(s) due to operational need. The Company shall notify the affected Pilot that their Pairing(s) has been modified as soon as it becomes aware of any Reassignment. Crew Scheduling will contact the Pilot as soon as possible for any Reassignment(s), taking into consideration Crew Rest, Flight Duty Period and time of day. The Company will consider the original planned layover(s) and circadian cycles when Reassigning a Pilot.

9-8.02. Crew Scheduling will not make Pairing modifications unless the modification is deemed to be an operational necessity.

9-8.03. A Pilot may only be reassigned to a Pairing(s) that complies with the original Pairing's Release Time plus two (2) hours.

9-8.04. A Pilot reassigned as per 9-8.03 above shall be paid the greater of the original or Reassigned Credit as per [SECTION 8-6 – SCHEDULING RULES](#).

9-9. VOLUNTARY PAIRING SWAP

9-9.01. A Pilot may be asked by the company to swap their existing Pairing(s) for a different Pairing(s) from Company Open Time. Acceptance of such a swap is voluntary.

9-9.02. A Pilot accepting a voluntary Pairing swap as per 9-9.01 above shall be paid the greater of the original or Reassigned Credit as per [SECTION 8-6 – SCHEDULING RULES](#). Any Block Growth incurred with the swap will be eligible towards the monthly Overtime trigger as outlined in [SECTION 21-6.01\(b\) - PAY AND COMPENSATION](#).

9-10. DISPLACEMENT

9-10.01. A displacement occurs when a Pilot is displaced from their awarded or assigned Pairing for any of the following:

- a) For the purpose of completing required Training Events for another Pilot;
- b) Because of minimum experience requirements between the Captain and First Officer being paired together; or,
- c) For Management flying purposes as described in [SECTION 18 - MANAGEMENT PILOTS](#).

9-10.02. The Company will provide as much advance notice of displacement as is reasonably possible. The displaced Pilot will be credited with the greater of the Pairing originally assigned or the Pairing(s) to which they were reassigned. The Pilot will be released from duty as specified below:

- a) Any Pilot who is notified that they are displaced from their Pairing prior to their Report Time shall:
 - i. At the time they are notified of the displacement, be given a reassignment within the footprint of their original Pairing. If notification of the displacement is provided to the Pilot before the day of the original Assignment, the Pilot may voluntarily contact the Company at any time the day prior to the original Assignment; or,
 - ii. Be instructed to contact the Company for reassignment between 1800 and 2000 local Permanent Base time on each day of their original Assignment.

NOTE: If the displaced Pilot is a commuter who has arrived at their Permanent Base, and (a) (i) above is not invoked, the Company may choose to either return the Pilot to their Domicile on the earliest available flight or provide a hotel at their Permanent Base. If the Pilot stays in a hotel at their Permanent Base, MCR will be provided as per [SECTION 24 - EXPENSES](#).

- b) Any Pilot who is notified that they are displaced mid-Pairing shall:
 - i. Be given an Assignment at the time they are notified that they are displaced;
 - ii. Be provided a hotel as required to continue their original pairing; or,
 - iii. Be released for the remainder of the original Assignment.
- c) On subsequent days of a multi-day Pairing assigned under this Section, a Pilot will not be assigned a Pairing without sufficient legal rest.

9-10.03. Any reassignment as a result of a displacement will not be scheduled to end later than the originally assigned Pairing without the Pilot's consent.

9-11. VOLUNTARY PAIRING EXTENSIONS

9-11.01. A Pilot may be asked by the Company to either:

- a) Extend their Duty Period after the completion of their scheduled Pairing; or,
- b) To commence a Pairing prior to their originally scheduled Report Time.

Acceptance of such an extension is entirely voluntary.

9-11.02. A Pilot accepting an extension in accordance with 9-11.01(a) will be entitled to Premium Pay for the extension as per [SECTION 21-7 - PAY AND COMPENSATION](#).

9-11.03. A Pilot accepting an extension in accordance with 9-11.01(b) will have the additional flight time applied to Block Growth as per [SECTION 21-6.01\(b\) - PAY AND COMPENSATION](#).

9-12. SICK BANK CREDITS

9-12.01. In situations where a Pilot has exhausted their sick bank Credits and the Pilot has called in sick, the Minimum Monthly Guarantee for that Monthly Scheduling Period will not apply. The Pilot will be paid actual Credits earned for that Monthly Scheduling Period.

9-12.02. If a Pilot becomes able to return to work before the end of their original Pairing or Assignment, they shall be entitled to receive the equivalent of the original Pairing or Assignment Credit, or the new Pairing or Assignment Credit, whichever is greater as per [SECTION 8-6 – SCHEDULING RULES](#).

10 – RESERVE

During negotiations, the Company identified the need for a reserve system for operational reasons and regulatory compliance. It is anticipated that the implementation of a reserve system will result in the hiring of additional Pilots and the creation of additional upgrade opportunities across all fleets. The Parties recognize that full implementation of the reserve system will take approximately 24 months (“Reserve Implementation Period”), and the Company shall notify the Association of the timeline for implementation and any revisions to the timeline as they develop. As a means of transition from present to future state, during the Reserve Implementation Period, the Operational Coverage Days (OCD/VOCD) program will remain in effect as a method of Open Time flying coverage as it existed the day prior to this Agreement becoming effective.

10-1. CREW PLANNING – RESERVE SCHEDULE CONSTRUCTION

10-1.01. The Company will determine the number of Reserve Lines on a monthly basis.

- a) The Company will publish the number of expected full Reserve Lines for each Position. This need will be determined no later than forty-eight (48) hours prior to the bid window closing as per [SECTION 8-15.01 - SCHEDULING RULES](#) and will be communicated to the Pilots;
- b) The Company will determine the need for reserves for each day of the Monthly Schedule Period by Permanent Base;
- c) Reserve staffing requirements will be Permanent Base specific. The Company will not staff multiple Bases with reserve Pilots from a single Permanent Base. Example, if the Company needs reserve Pilots in YYZ and YYC, they must construct Reserve Lines in both Permanent Bases and have sufficient Pilots in both Permanent Bases to support the number of Reserve Lines required; and,
- d) Line construction parameters will only be modified for operational and/or business reasons. The Company will report any such changes to the Association Scheduling Committee Chair.

10-1.02. Reserve Lines will be constructed for Pilots who have not been awarded or assigned a Regular Line and will contain blocks of Days Off.

10-1.03. Due to net hiring to support manpower numbers required to implement a reserve system, except as provided for in [SECTION 9-3.02 - HOURS OF SERVICE](#), or 10-2.04 below, reserve positions (positions assigned a Reserve Line or a Mixed Reserve Line) will only be required of new hires, or those Pilots knowingly bidding onto a Position they currently cannot hold (e.g. Captain, Widebody, base, etc.). In the event of a Position reduction, a Pilot in an existing Position who becomes junior in the affected Position could be assigned Reserve in inverse Seniority order.

(EXAMPLE: 5 YYC 767 CA Positions are reduced, only the newly junior 767 CAs could now be assigned RSV, it does not apply system-wide, but only to the affected Position(s))

10-1.04. Reserve Blocks will be scheduled for a minimum of two (2) days and a maximum of five (5) days in length. This limit may be increased to six (6) days for Widebody operations.

10-1.05. Pilots assigned full Reserve Lines will be scheduled to a maximum of eighteen (18) days (reserve days, other assigned duty/Non-Flying Activities or known absences) within the Monthly Scheduling Period.

10-1.06. The Minimum Monthly Guarantee for a Reserve Line holder shall be seventy-seven point five (77.5) Credit Hours.

10-1.07. Reserve Pilots will be eligible to trade reserve Blocks with other reserve Pilots. A reserve Pilot may trade trip Assignments at least twenty-four (24) hours in advance of Report Time subject to Company approval.

10-2. RESERVE BIDDING

10-2.01. A monthly bid package will be created and will be published to Pilots aligned with the current monthly bidding process as per [SECTION 8-15 - SCHEDULING](#). The publication will occur on the Company Intranet.

10-2.02. Unless a senior Pilot in Position bids specifically for a Reserve Line, all Reserve Lines will be awarded to the junior Pilot(s) in Position.

10-2.03. A Mixed Reserve Line will be constructed under the same maximum work day parameters as a Regular Line.

10-2.04. A Pilot returning from an absence and who has not been awarded a schedule for the remainder of the Monthly Scheduling Period to which the Pilot has returned, or the next Monthly Scheduling Period if applicable, shall have their days prorated, if applicable, and may be assigned a Reserve Line or Mixed Reserve Line. For pay purposes, such a Pilot shall receive the MMG, or if their days are prorated, a prorated MMG.

10-2.05. A reserve Pilot may submit concurrent bids as a Reserve Line and a Regular Line holder to ensure their preferences are known should the Pilot be awarded a Regular Line for the Monthly Scheduling Period. Should a reserve Pilot not submit a Regular Line holder bid and the Pilot is awarded a Regular Line in that Monthly Scheduling Period, Assignments will be based on their current monthly standing bid.

10-2.06. Reserve Line holders shall bid for Guaranteed Days Off (GDOs). The SRC shall meet to discuss further bidding options.

10-3. DAYS OFF

10-3.01. In cases where a Pilot is unavailable for one (1) or more days in a Monthly Scheduling Period for any reason, their Days Off and GDOs will be prorated in accordance with the proration table in [SECTION 8-17 - SCHEDULING RULES](#).

10-3.02. In the monthly bid process, a reserve Pilot may bid a preference for up to sixteen (16) Guaranteed Days Off ("GDOs"). Eight (8) GDOs will be awarded to a reserve Pilot in a Monthly Scheduling Period in Seniority order based on their bidding preferences and Company requirements.

- a) Days Off will be awarded in at least two (2) consecutive day increments unless a Pilot bids otherwise; and,
- b) Each reserve Pilot shall be awarded at least one (1) block of four (4) consecutive GDOs in a Monthly Scheduling Period unless a Pilot bids otherwise.

10-3.03. Remaining Days Off will be scheduled as required to ensure coverage throughout the Monthly Scheduling Period.

10-3.04. Once a Guaranteed Day Off is assigned, a Guaranteed Day Off may not be involuntarily utilized by the Company for any reason except in cases where a Flight Segment was delayed returning to Permanent Base for reasons beyond the control of the Company.

10-3.05. Between twenty-four (24) and forty-eight (48) hours prior to report of a specific Pairing, the Company may move one (1) or more Days Off, other than those reflected in 10-3.04 above, in order to be assigned a Pairing. If this adjustment of a Day Off requires a commuting Pilot to incur additional hotel costs prior to or after the completion of the Pairing due to the time of release, the Company will provide the Pilot with hotel accommodation. The Company may only move a Day Off if operationally required. When a Day Off is moved, the Company will provide the Pilot with the reason(s) in writing.

10-3.06. If a Pilot works into a GDO or other Day Off the Pilot will be entitled to their choice of:

- a) Any Credit Hours earned as per [SECTION 8-6 – SCHEDULING RULES](#) on a GDO or other Day Off assignment shall be paid as Premium Pay as outlined in [SECTION 21-7 - PAY AND COMPENSATION](#); or,
- b) A Guaranteed Day Off in lieu within the current Monthly Scheduling Period at a mutually agreeable time. If the Company cannot accommodate the Pilot's requested day in the current scheduling month, the Pilot will indicate a day in the following Monthly Scheduling Period, or the month subsequent should the monthly schedules already be published. A GDO in lieu shall be coded as a known absence.

The following examples are intended to provide clarification as to the effects of a Pilot accepting either (a) or (b), above:

- A Pilot is scheduled for 18 days of reserve and 12 Days Off. On the 10th of the month the Pilot has accrued 20 hours of Credit towards their MMG and the Company utilizes the Pilot on the 13th, which is a Day Off, for 4 hours of flying. The Pilot chooses to accept Premium Pay for this assignment. The Pilot will receive 2 hours of Premium Pay above MMG and will now be working 19 days during the Monthly Scheduling Period.
- A Pilot is scheduled for 18 days of reserve and 12 Days Off. On the 10th of the month the Pilot has accrued 20 hours of Credit towards their MMG and the Company utilizes the Pilot on the 13th, which is a Day Off, for 4 hours of flying. The Pilot chooses to have the day replaced on the 20th of the month. At the end of the month the Pilot has accrued 50 hours towards their MMG. Their pay for the month remains 77.5 hours and the Pilot works 18 days.
- A Pilot is scheduled for 18 days of reserve and 12 Days Off. On the 10th of the month the Pilot has accrued 20 hours of Credit towards their MMG and the Company utilizes the Pilot on the 13th, which is a Day Off, for 4 hours of flying. The Pilot chooses to have the day replaced but this

replaced day cannot be replaced until the following month which has not yet been awarded. For the current month the Pilot has accrued 50 hours towards their MMG. Their pay for the month remains a minimum of 77.5 hours (MMG) and the Pilot works 19 days. In the following month the Pilot will receive an additional Day Off and if the Pilot is a reserve Pilot the Pilot will receive no less than 77.5 hours (MMG) and works 17 days.

10-4. RESERVE CREDIT

10-4.01. A reserve Pilot who is assigned flying on a reserve day shall, upon reporting for duty, receive Credits toward their MMG in accordance with [SECTION 8-6 - SCHEDULING RULES](#).

10-4.02. If the reserve Pilot has accumulated Credits that meet or exceed their Minimum Monthly Guarantee and still has available reserve days in the current Monthly Scheduling Period, the Company may choose to:

- a) Require the reserve Pilot to maintain their reserve status, in which case the reserve Pilot will receive no less than the MDPC as specified in [SECTION 8-6 - SCHEDULING RULES](#), or;
- b) Release the reserve Pilot from any remaining reserve days.

In no case may the Company simply hold the reserve Pilot in reserve with no reasonable expectation of utilization.

10-4.03. A Pilot released in accordance with 10-4.02(b) above, shall be eligible to be awarded Open Time flying as per [SECTION 9-1.04 - HOURS OF SERVICE](#). Any Credit Hours earned shall be paid as per [SECTION 21-7 – PAY AND COMPENSATION](#).

10-4.04. For any absence, a Pilot who is unable to work a reserve day shall be reconciled at the MDPC rate per day. In the case of sickness, the time will be reconciled from the Pilot's sick bank as per [SECTION 9-12 - HOURS OF SERVICE](#).

10-5. RESERVE DUTY

10-5.01. Every reserve Pilot shall be required to be available by phone and respond to contact by the Company while on reserve duty.

10-5.02. The Company will maintain the ability of a reserve Pilot to self-notify a change of Assignment.

For example: The Company has assigned a reserve Pilot a Pairing on a reserve day. The reserve Pilot would be able to log in, acknowledge and accept the Assignment without contacting Crew Scheduling by phone.

10-5.03. The Company will maintain a website for the purpose of providing relevant information for the reserve Pilots. The Company's website will include the following information:

- a) Open Time Assignments available for Reserve Line holders; and,
- b) Daily reserve availability.

10-5.04. A Pilot will be assigned a Reserve Availability Period (RAP) in which the Pilot must be available for contact by the Company.

10-5.05. The Company will not contact a Pilot during the following times:

- a) For Long Call Reserve: 2231-0559 Permanent Base Time (PBT); and,
- b) For Short Call Reserve: 0100-0359 Permanent Base Time (PBT).

10-5.06. **Long Call Reserve (“LCR”):**

- a) All reserve Pilots will be awarded LCR at the start of the Monthly Scheduling Period;
- b) The reserve contact period for Long Call Reserve shall be from 0600 to 2230 (PBT);
- c) The Company will attempt to make LCR assignments no less than forty-eight (48) hours in advance of Report Time. Assignments made to a LCR Pilot do not have to depart within a Pilot’s RAP;
- d) The first day of LCR: Assignments that are given for the first day of an LCR sequence, shall be assigned to a Pilot’s schedule by 1905 (PBT), the day prior to the first day of the LCR sequence;
- e) A Pilot on LCR shall respond within thirty (30) minutes of initial contact from the Company;
- f) Once assigned a Pairing, an LCR Pilot shall report for duty no later than the specified period listed below:
 - i. If any Pilot is called between 0600-1400 PBT, then the earliest Report Time shall be twelve (12) hours later.
 - ii. If any Pilot is called between 1401-1700 PBT, then the earliest Report Time shall be 0500 PBT the following day.
 - iii. If any Pilot is called between 1701-2000 PBT, then the earliest Report Time shall be 0900 PBT the following day.
 - iv. If any Pilot is called between 2001-2230 PBT then the earliest Report Time shall be 1200 PBT the following day;
- g) Converting from LCR to Short Call Reserve (“SCR”) – A reserve Pilot on LCR may be converted to a SCR. If the reserve Pilot has been given an Assignment, the Company may convert any remaining days in their LCR block to SCR at the time the Pilot is given the Assignment;
- h) Crew Scheduling may convert LCR to SCR between twenty-four (24) and forty-eight (48) hours prior to the commencement of the original LCR assignment period. A Pilot will be notified of this change through the Crew Notification System (CNS). A Pilot is expected to acknowledge the conversion of LCR to SCR via the CNS or via phone;
- i) Once an LCR Pilot is given an Assignment or is converted to SCR the Pilot shall be on minimum rest of no less than twelve (12) hours or the Rest Period as indicated in 5.06(f) above, and shall not be required to be on-call for the Company until the start of the Assignment or their next RAP; and,
- j) On the last day of a block of reserve days, if the LCR Pilot is not given an Assignment by 0900 Permanent Base Time, the reserve Pilot will automatically be released from duty. A Pilot may be released earlier by the Company.

10-5.07. Short Call Reserve (“SCR”):

- a) There are two standard call-out windows for SCR:
 - i. SCR A blocks have a callout window from 0400 – 1600;
 - ii. SCR B blocks have a callout window from 1300 – 0059;
 - iii. When operationally required, Crew Scheduling may elect to assign a SCR C block that fits between 0600-2100 with a callout window no longer than twelve (12) hours in length;
- b) A Pilot’s Flight Duty Period is to include thirty-three percent (33%) of the time that the Pilot on reserve is in a Reserve Availability Period (RAP).
 - i. The maximum Reserve Flight Duty Period for the Reserve A block will be eighteen (18) hours;
 - ii. The maximum Reserve Flight Duty Period for the Reserve B block will be sixteen (16) hours;
 - iii. The maximum Reserve Flight Duty Period for the Reserve C block will be eighteen (18) hours unless the RAP begins on or after 1300 in which case the maximum Reserve Flight Duty Period for the Reserve C block will be sixteen (16) hours;
 - iv. The maximum Reserve Flight Duty Period for a one Pilot Augmented Flight will be twenty (20) hours with a Class 1 rest facility; and
 - v. The maximum Reserve Flight Duty Period for a two Pilot Augmented Flight will be twenty-two (22) hours with a Class 1 rest facility;
- c) Upon reporting time, a Pilot is expected to be able to operate either the maximum scheduled Duty Period table value as per [SECTION 8-11 - SCHEDULING](#), or the maximum Reserve Duty Period, whichever is less;
- d) A SCR Pilot shall respond within twenty (20) minutes of first contact from the Company; and,
- e) Reserve Pilot(s) on SCR shall make reasonable efforts to report for duty as soon as possible. This is defined as no later than two (2) hours after initial contact by the Company unless assigned to a Permanent Base where a different call-out time has been mutually agreed upon by the Company and the Association.

10-5.08. Crew Scheduling will attempt to contact the Pilot on both their primary and secondary phone numbers if two (2) are on file with the company (max 2 calls) and will leave a voicemail on each number if possible. If contact is not established between Crew Scheduling and the Pilot within twenty (20) minutes from the initial phone call the Pilot will be considered No Show Pairing (NSP) for that day.

10-5.09. When completing an assignment, the reserve Pilot shall contact Crew Scheduling within twenty (20) minutes of Release Time, by phone or other approved contact methodology, to either be assigned additional Flight Duty or be released for the remainder of the day.

- a) The Company may require the Pilot to remain available for no more than thirty (30) minutes after the initial contact for this reassignment, provided their assigned RAP would still be available. If Block-In occurred after their normally assigned RAP would have ended, the Pilot will automatically be released to rest.
- b) If the reserve Pilot returns from a flight assignment on their last day of a scheduled block of reserve days, the Pilot will automatically be released upon the Block-In of the assignment.

10-5.10. A reserve Pilot who was assigned to Flight duty, who reported for the flight assignment and who was removed from the flight assignment prior to the first flight segment, will be assigned to another flight assignment within three (3) hours of their initial Report Time or will be released from duty.

10-5.11. On the last day of a block of reserve days, if a reserve Pilot is not given an Assignment the earlier of three (3) hours prior to the end of their RAP or 1800 PBT, the Pilot will automatically be released from duty. The Pilot may be released earlier by the Company.

10-5.12. Reserve Pilots on SCR may be rescheduled from any awarded RAP to an earlier or later RAP if provided at least a twelve (12) hour notice prior to the start of the new RAP.

10-6. OUT OF PERMANENT BASE RESERVES

10-6.01. A Pilot may volunteer to be assigned out of Permanent Base reserve in situations where the Pilot has returned to duty following a period of unavailability as per [SECTION 9-3 HOURS OF SERVICE](#).

10-6.02. A reserve Pilot who is assigned an out of Permanent Base Assignment shall be returned to their Permanent Base on the last day of that reserve sequence.

10-6.03. An Out of Permanent Base reserve Pilot will follow the same contractual requirements of an in Permanent Base reserve Pilot on SCR.

10-7. RESERVE REST

10-7.01. When a Pilot finishes a reserve flying assignment at their Permanent Base but still has additional days of reserve availability, the Pilot will receive a minimum of twelve (12) hours rest before Crew Scheduling can contact them to assign additional work. This Rest Period might infringe and reduce the availability in the Pilots' subsequent RAP.

10-7.02. When a Pilot finishes a reserve flying assignment at their Permanent Base and is pre-assigned for the following day, a minimum of twelve (12) hours rest will be provided from the time of release to Report Time of the assigned Pairing.

10-7.03. A reserve Pilot may not start their RAP window availability and be released to rest in order to be assigned a flight assignment that starts later within the same window unless agreed to by the Pilot.

10-8. RESERVE UTILIZATION - BUCKET SYSTEM

10-8.01. Pairings assigned to a reserve Pilot will be based on a "Bucket" type system. The Bucket System is a method of assigning Open Time Pairings ("OTP") to reserve Pilots by matching the reserve Pilot's days of availability and RAP to the days of the OTP and shall be used to assign or award OTP to any reserve Pilot subject to the following provisions;

10-8.02. Available reserve Pilots will be placed into a "Bucket" that matches their available reserve day block. Example: A reserve Pilot has four (4) days left in their available reserve sequence. The Pilot shall be placed into the four (4) day bucket.

10-8.03. Within each “Bucket”, Pairings will be assigned based on Seniority with the most senior Pilot in any “Bucket” assigned first and the most junior Pilot in that “Bucket” assigned last.

- a) The senior Pilot may elect to “pass” on the assignment in which case the Company will contact the next Pilot in Seniority order.
- b) If there are no additional legal Pilots for the assignment, the senior Pilot will be obligated to accept the assignment.
- c) A Pilot may only pass on an assignment pursuant to (a) above if there is a junior Pilot who can accept the assignment and is not projected to exceed the MMG.

10-8.04. If there are no reserve Pilots available whose days of availability match the Pairing to be covered, the Company will have the ability to either:

- a) Assign the Pairing to a Pilot in the next larger “Bucket” that complies with 10-8.03 above. (e.g. If there are no remaining Pilots in the 3-day “Bucket” it would be assigned to a Pilot in the 4-day “Bucket”); or,
- b) Split the Pairing and assign to multiple reserve Pilots in other “Buckets”.

10-8.05. A reserve Pilot will not be assigned any Pairing that is greater than five (5) Scheduling Days for Narrowbody or six (6) Scheduling Days for Widebody unless the reserve Pilot agrees to such Assignment.

10-9. LONG CALL RESERVE PROACTIVE PICK-UP

10-9.01. Any reserve Pilot on LCR shall be able to pick up OTPs within the Pilot’s Permanent Base or their Domicile provided that the “Bucket” in which the LCR Pilot is placed matches the OTP.

10-9.02. The Pilot may be awarded an OTP that extends before or after their LCR sequence if the Pilot is willing to operate the entire OTP. The portion of the OTP that is picked up on the Days Off shall be paid in accordance with [SECTION 21-7 - PAY AND COMPENSATION](#). The OTP cannot create a conflict with the Pilot’s following RAP or other Assignment already on the Pilot’s schedule unless approved by the Company.

10-9.03. Proactive pick-up requests for Pairings in a Pilot’s Permanent Base shall be processed automatically on a first come, first serve basis. Proactive pick-ups for Pairings outside of a Pilot’s Permanent Base may require manual approval of Crew Scheduling.

10-9.04. Proactive pick-up opens at 1000 Mountain Time two (2) days prior to the commencement of an OTP.

10-10. PRIORITY FOR RESERVE ASSIGNMENTS

10-10.01. The priority for reserve Assignments shall be made as follows subject to operational needs:

- a) LCR - Proactive pick-up; then,
- b) LCR - Bucket System; then,
- c) SCR - Bucket System.

10-10.02. The Company shall make Assignment(s) to reserve Pilots in accordance with 10-10.01 above, and the following timelines. No reserve Pilot is obligated to respond to any Company attempt of Assignment outside of their RAP period.

10-10.03. The Company may remove or modify the flight Assignment from the reserve Pilot prior to the Pilot's Report Time and will notify the Pilot of the change. In the event the flight Assignment is removed, the Pilot will return to any remaining RAP.

10-11. SCHEDULING REVIEW COMMITTEE (SRC)

10-11.01. The Company and Association recognize that the successful implementation and ongoing operation of the reserve system will be achieved through collaboration. During the implementation of the reserve system the Scheduling Review Committee (SRC) will review implementation issues as they arise in an effort to minimize disruption and ensure best practices.

10-11.02. Subsequent to the implementation of the reserve system, in addition to the meetings specified in [SECTION 8-1.04 – SCHEDULING RULES](#), the SRC shall meet at least twice annually to discuss ongoing system enhancements specific to reserve such as additional bidding capabilities and software enhancements. The purpose of these discussions is to consider and make appropriate recommendations to the Company to improve the overall efficiency and effectiveness of the reserve system.

10-11.03. The Parties recognize that the continuity and development of expertise on the SRC is integral to its success. As such, the Company shall ensure that the SRC has access to the software utilized by the Company for Pairing generation, line construction, Reserve Line construction and fatigue software in a non-operational environment. Additionally, the Company will provide members of the SRC read-only access to Daily Crew Tracking, including daily Open Time.

10-11.04. SRC access shall be limited to three (3) Pilots. In addition, the Company shall ensure the SRC members with access are provided an opportunity to undergo, at the election of the SRC Chair, vendor and/or inhouse training on the applicable software product. Should the SRC Chair elect vendor training, the Company shall facilitate such training although such training shall be at the expense of the Association, subject to the terms and conditions of the vendor.

- a) The Company will not be required to train or have a vendor train more than three (3) Pilots in a rolling twelve (12) month period.
- b) Frequency and content of the requested in-house training shall be determined by the Company.

11 – DEADHEADING (FLIGHT POSITIONING)

11-1. GENERAL

11-1.01. A seat will be booked for any scheduled Deadhead as soon as practicable after the release of the final monthly schedules. Booking details will be provided to the Pilot as soon as practicable via email.

11-1.02. A Pilot will Deadhead in uniform unless 11-1.04 below applies.

11-1.03. In cases where a Pilot is scheduled for a Deadhead on a third-party carrier, the Pairing containing this Deadhead will only be eligible for trip trades if the request is submitted to Crew Scheduling within the first forty-eight (48) hours after monthly schedules are released.

11-1.04. In accordance with the Company policy on travel attire, Pilots may elect to Deadhead in civilian attire under the following circumstances:

- a) The Pilot is Deadheading to and/or from a Training Event;
- b) The Pilot is Deadheading on a day where the Deadhead is their only scheduled activity (e.g. they are not scheduled to operate any other flights that day);
- c) The Pilot is Deadheading on a third-party carrier; or,
- d) The Pilot is Deadheading due to removal and/or release from a Pairing for any reason.

11-1.05. Under 11-1.04 a) above a Pilot must pack and have access to their headset, license and EFB (Flight Bag) in the event of activation.

11-1.06. Under 11-1.04 b) above, a Pilot must pack and have access to their uniform in the event of activation.

11-2. DEADHEADING (FLIGHT POSITIONING)

11-2.01. Where available, a window or aisle seat will be booked for Pilots on all originally scheduled online Deadhead Flights.

11-2.02. The above provision will not apply when a Deadhead Flight has been modified to accommodate a Pilot as provided for in 11-4 below.

11-2.03. The Company agrees to make its best effort to provide a Deadheading Pilot a seat in the premium economy (e.g. "Plus") cabin if there is space available at the time of boarding cutoff.

11-3. POSITIONING USING LAND TRANSPORTATION

11-3.01. In situations where a Pilot is required to position using land transportation, the Pilot will be credited for the length of the positioning event as per [SECTION 21 - PAY AND COMPENSATION](#).

11-4. DEADHEAD MODIFICATIONS

11-4.01. All Deadhead modifications shall be subject to all legal Flight Duty Period, rest and cumulative duty time limitations as identified at the time of modification in the Crew Scheduling system

11-4.02. Deadhead modifications are for the purpose of accommodating travel to and from a Pilot's domestic Domicile.

11-4.03. Should a Pilot wish to modify their Deadhead, the following shall apply:

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

11-4.04. Hawaii return exception: A Deadhead change request may be approved via ACARS on any Hawaii – Vancouver flights. An ACARS must be sent a minimum of three (3) hours prior to the scheduled arrival of the Hawaii-Vancouver leg and must arrive a minimum of sixty (60) minutes prior to the scheduled departure time of the desired Deadhead leg.

11-5. DEADHEAD (FLIGHT POSITIONING) CANCELLATION

11-5.01. A Pilot may request first/last leg Deadhead flight cancellation from any location, regardless of their Domicile under the following conditions:

- a) Requests must be made via the Deadhead change form found on Westnet on the day prior but no less than twelve (12) hours prior to the Deadhead flight;
- b) Requests will be subject to operational approval by Crew Scheduling; and,
- c) The Pilot will forfeit any original Pairing Credits associated with the cancelled Deadhead.

11-5.02. If a first/last leg Deadhead flight cancellation is approved, a modified Pairing will be constructed and reflected in the Pilot's schedule. Pay for this Pairing will be based on the modified Pairing.

12 – COMMUTING

12-1. GENERAL

12-1.01. It is the responsibility of a Pilot who chooses to commute under this section to report as scheduled, fit for duty, and fully rested.

12-1.02. In the case of a missed Report Time, the coding used by Crew Scheduling to designate the absence will be coded NSP (i.e. No Show). Crew Scheduling will endeavor to place a Pilot back on their original Pairing. If Crew Scheduling is unable to place the Pilot back on to their original Pairing, the Credit of any missed segments from the original Pairing will be removed. Crew Scheduling may assign another Pairing or a reserve block that is scheduled to return the Pilot to their Base no later than the originally scheduled Release Time unless extended with agreement of the Pilot.

12-2. ACM POLICY

12-2.01. The Company ACM Policy which is in effect on the date of award of this Agreement shall remain in effect. Should the Company decide to end the ACM Policy, the Company shall provide the Association written reasons within seventy-two (72) hours of its decision to do so.

13 – TRAVEL PRIVILEGES AND JUMPSEAT ACCESS

13-1. TRAVEL PRIVILEGES

13-1.01. Pilots, including retired Pilots, shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

13-1.02. At no time will Pilots receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy and/or Retirement Policy.

13-2. JUMPSEAT ACCESS

13-2.01. A Captain has the final authority to authorize use of the Flight Deck Jumpseat in accordance with the Canadian Aviation Regulations (CARS) and as per the Company Operations Manual.

13-2.02. Company Pilots will have access to the Flight Deck Jumpseat in accordance with the Company Operations Manual, CARS and all applicable security requirements or regulations.

13-2.03. Active Pilots in uniform will be afforded first standby access as per 13-2.01 where there is no seat available in the passenger cabin.

14 – HOTELS AND TRANSPORTATION

14-1. GENERAL

14-1.01. The Company will pay hotel room and transportation costs directly and accepts no liability for incidental hotel costs incurred by a Pilot. These expenses are the responsibility of the Pilot who shall pay them directly to the hotel. Hotel names and phone numbers shall be provided.

14-1.02. The Company will provide suitable accommodations when required as a result of planned Pairings, unplanned diversions and out of Base Training Events. Single occupancy rooms shall be provided for planned stays greater than five (5) hours as long as the Pairing continues after the hotel stay.

14-1.03. The Association and the Company shall maintain a Hotel Selection Committee (HSC). The HSC will be comprised of one (1) Company representative and one (1) WestJet Pilot representative from the Association.

14-1.04. The HSC will be responsible for making recommendations on hotel selection criteria (to include the development of a property inspection checklist) and for new Pilot layover and training hotels. These criteria will consider the safety and interests of Pilots, the overall suitability of the property, legal rest and cost when multiple hotels meeting the criteria are available.

14-1.05. The HSC will review any Pilot hotel issues brought to its attention and will make recommendations to the Company for resolution. The HSC will meet at least twice annually, or at other times as may be needed.

14-1.06. In the event of a dispute over hotel selection or the property inspection checklist between the Company and the HSC, final approval of new hotels or the checklist will be made by the Vice President, Flight Operations or designate. The Vice President, Flight Operations or designate will provide the Association with the reason(s) for their decision, in writing.

14-1.07. Prior to establishing or changing hotels at layover points, the Association and Company shall conduct joint inspections of prospective properties, unless mutually agreed that a joint inspection is not required.

14-2. HOTELS REQUIRED FOR RECURRENT OR TRANSITIONAL TRAINING

14-2.01. Pilots who are scheduled for recurrent or transitional training shall be accommodated in hotels required for length of stay. Hotels for training will only be provided for training away from a Pilot's Permanent Base.

14-2.02. When a training hotel room is not required (e.g., the Pilot leaves the training location on Days Off) the Pilot is responsible for advising Crew Scheduling of the day(s) the hotel is not required and their return date at least twenty-four (24) hours before the first day the room is not required.

14-3. LESS THAN MINIMUM REST AT PERMANENT BASE

14-3.01. At the Company's discretion, when the actual time between Pairings at the Pilot's Permanent Base is reduced to less than contractual rest provided for in [SECTION 8 - SCHEDULING RULES](#), the affected Pilot may be provided the opportunity to stay in a single occupancy room in an approved hotel.

14-4. HOTEL CANCELLATION

14-4.01. If a Pilot chooses not to use a booked hotel room while on a layover, the Pilot will complete the hotel cancellation form found on the Company intranet. The Pilot may also fill out the ongoing cancellation form for indefinite hotel cancellations in the city or cities of their choice.

14-4.02. The Company reserves the right, based on the circumstances, and after consultation with the Pilot, to enroll a Pilot into an automatic, on-going, hotel cancellation at their overnight destination. Requests to re-enter into the standard accommodation booking process at the Pilot's overnight destination must be made through the Chief Pilot, Crew Management or designate. Such requests will not be unreasonably denied.

14-5. REINSTATEMENT OF HOTEL

14-5.01. In the event a Pilot requires a hotel that has been cancelled, whether as a result of reoccurring no-shows or from Pilot-initiated cancellations, a request to have the accommodation reinstated can be submitted by email to Crew Scheduling or by contacting Crew Scheduling directly by telephone. Such requests will not be unreasonably denied.

14-6. HOTELS DURING TRAINING

14-6.01. A Pilot who is scheduled to a stay in the same hotel for more than four (4) consecutive nights shall be placed in accommodations following the minimum standards for crew hotels during long-stay Training Events, or as recommended by the HSC.

14-7. LOCATION

14-7.01. Unless mutually agreed upon by the Association and the Company, the location of a hotel shall be a maximum of twenty (20) minutes driving time from the arrival airport of the planned overnight.

14-7.02. Notwithstanding 14-7.01 above, when a layover is scheduled for eighteen (18) hours or more, the hotel shall be located in the downtown core of the principle city served by the airport which is within a normal thirty (30) minute drive (one-way), or in an alternate location agreed upon by the HSC.

14-8. TRANSPORTATION TO/FROM ACCOMMODATION

14-8.01. The Company shall provide transportation to and from the airport when a Pilot is required to layover away from their Permanent Base. When transportation is not provided within forty (0:40) minutes after Release Time, or within ten minutes (0:10) of the scheduled hotel shuttle departure time from the hotel, Pilots shall be reimbursed for the actual expenses incurred for transportation (e.g. taxi/rideshare) to or from the airport. A receipt must be included for the reimbursement.

15 – UNIFORMS

15-1. GENERAL

15-1.01. The Association and the Company shall establish a Joint Uniform Committee (JUC) to review and investigate uniform issues. The JUC will be comprised of a minimum of one (1) representative from the Association and one (1) representative from the Company.

15-1.02. The Company will notify the Association JUC representative prior to making any significant change(s) to the uniform.

15-1.03. The JUC shall meet at least once a year and at other times as may be necessary.

15-1.04. The recommendations of the JUC shall be considered by the Company before making any significant changes in the supplier, style, colour or material of the uniform.

15-1.05. Where the Company changes the style, colour, or pieces of the uniform, the Company shall bear the cost of providing replacement pieces to the Pilots.

15-2. UNIFORM ALLOTMENT

15-2.01. The Company shall provide the initial uniform for new-hire Pilots. The initial new-hire uniform allotment shall be as follows:

- Shirts: Five (5)
- Trousers: Three (3)
- Belt: One (1)
- Ties: Two (2)
- Epaulettes: One set (1)
- Uniform wings: Three (3) (One for shirt, one for Blazer, one for Three-in-One raincoat)
- Sweater: One (1)
- Roller bag: One (1)
- Lunch bag: One (1)
- Blazer: One (1)
- Three-in-one raincoat: One (1)

15-2.02. Upon successful completion of Upgrade training, the Company will provide one (1) set of Captain epaulettes.

15-2.03. As required and upon request, the Company will provide a maternity uniform.

15-3. UNIFORM REPLACEMENT

15-3.01. On January 1st of each year, the Company shall provide a uniform credit of two hundred and fifty dollars (\$250) to each Pilot with a maximum carry over of one thousand dollars (\$1000).

15-3.02. This credit shall be used towards any outstanding balances or used for the purchase of uniform pieces. Any unused portion shall be carried over to the next year.

15-3.03. Pilots will be entitled to replacement roller bags and/or lunch bags every thirty-six (36) months.

15-3.04. The Company shall pay all standard shipping costs to the Pilot's Designated Primary Residence.

15-3.05. A monthly uniform maintenance allowance of \$50 for regular Pilots and \$30 for RBP Pilots shall be paid to all Active Pilots.

15-4. UNIFORM STANDARDS

15-4.01. Uniforms shall be maintained according to standards determined by the Company.

15-4.02. The Company will pay the cost of addition/subtraction of braids.

15-4.03. A Pilot will be allowed to wear an ALPA lanyard, and one (1) ALPA pin on their uniform. The Pilot shall be allowed to have one (1) ALPA luggage tag attached to each piece of luggage (e.g. roller bag, Pilot bag, lunch bag). Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.

16 – TRAINING AND TRAINING PILOTS

16-1. TRAINING ADMINISTRATION

16-1.01. The development and monitoring of Pilot proficiency standards and the quality of training are the responsibility of the Company. The Company will publish the training guidelines applicable to Pilots, for each fleet type and Position, in a location readily accessible to all Pilots and the Association. If these guidelines are amended or replaced, the Company will notify the Association and publish the new guidelines as soon as practicable.

16-1.02. Pilot Proficiency Check (PPC) standards are the standards as laid out in the TP14727 Pilot Proficiency Check and Aircraft Type Rating Flight Test Guide. Pilot Proficiency Checks and Line Checks will be administered in accordance with the TP6533E Approved Check Pilot Manual.

16-1.03. A Check shall include: A Pilot Proficiency Check (PPC) ride a Line Check or any other Transport Canada mandated assessment.

16-1.04. Pilot Training shall include: Initial aircraft type training (from ground school to completion of Line Check), semi-annual recurrent type simulator training (including LOFT/PPC Training Events), Captain Upgrade training (from initial simulator to completion of Line Check), all Home-Based Training, command course, and any other regulatory mandated training (ETOPS, SIRO, etc.).

16-1.05. Home-Based Training shall include any training required of a Pilot which does not require the Pilot to physically report to a classroom or facility.

16-1.06. Transitioning Pilots shall include any Pilot who is transitioning from one aircraft type to another. If a Pilot is transitioning aircraft and upgrading to Captain, the provisions in 16-7 - CAPTAIN UPGRADE shall apply, except that in the event of an unsuccessful upgrade attempt any future bidding on a transition Vacancy will be governed by the provisions in 16-6 - TRANSITIONING PILOTS. Training for variations of a current type is not considered Transition training (e.g. 737-NG to 737-MAX).

16-1.07. With the exception of initial training and Captain Upgrade training, simulator crewing will normally be completed with a crew combination of one (1) Captain and one (1) First Officer. The Company may deviate from this at its discretion, crewing a simulator with Captain / Captain or First Officer/First Officer. Any Pilot receiving an unsatisfactory assessment or failure during one of these sessions will have the option of having a Captain / First Officer crew combination on the subsequent assessment. The Company reserves the right to pair two (2) training Pilots together for recurrent simulator training.

16-1.08. Upon request by the Pilot, the Company shall provide a Pilot with a copy of any training-related report as soon as is reasonably practicable after a Training or Checking Event.

16-1.09. Check events shall only be conducted by an Approved Check Pilot (ACP), Line Check Pilot, or Civil Aviation Safety Inspector (CASI) as detailed in the TP6533E Approved Check Pilot Manual.

16-1.10. Without the written consent of the Pilots involved, there shall be no recording or transmission of data, images or audio from any simulator or training device except as a tool for the debriefing of training. Except in the event of an unsuccessful check, the Company shall, immediately upon conclusion of each simulator session's debrief, permanently erase all recorded media of such events in the presence of the Pilots who received the training.

16-1.11. A Pilot in training shall receive pay in accordance with [SECTION 21 - PAY AND COMPENSATION](#).

16-1.12. A Pilot in training shall receive Credits in accordance with [SECTION 8 - SCHEDULING RULES](#).

16-1.13. Except for Pilots assigned to a new fleet type's initial entry into service, a Pilot will not be required to fly their previous equipment once they have commenced simulator training on their new Equipment.

16-1.14. All training files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for their examination as soon as practicable in the presence of a member of the training department.

16-2. LINE ORIENTED FLIGHT TRAINING (LOFT)

16-2.01. LOFT Training is conducted without the requirement for a passing grade. If deficiencies are identified, further training may be provided, if necessary.

16-2.02. If, in the assessment of the LOFT Facilitator, the objectives and minimum standards expected of the LOFT script have not been achieved by the Pilot receiving LOFT, another Training Event may be scheduled following twelve (12) hours free from training or duty. If another Training Event is scheduled, it shall be followed by a PPC.

16-3. UNSUCCESSFUL TRAINING EVENT PROTOCOL

16-3.01. Whenever possible, all Training Events will be facilitated in an effort to allow a Pilot to complete the required training to the prescribed standard.

16-3.02. When a Pilot's performance during training is assessed as unsatisfactory or incomplete, the Pilot will be advised and shall be given guidance as to why their performance was unsatisfactory or incomplete, and they may then receive additional training. The Pilot will have the option of requesting that a different facilitator conduct the next training session in the event that additional training is granted.

16-3.03. If additional training as per 16-3.02 above results in the Pilot being reassessed as unsatisfactory or incomplete, a meeting will be convened with the Chief Pilot - Training and Standards or designate, the individual Pilot and an Association representative. The purpose of this meeting will be to discuss the circumstances which may have given rise to the Pilot's lack of progress and the training plan going forward.

16-4. UNSUCCESSFUL CHECK PROTOCOL

16-4.01. Should a Pilot be unsuccessful during a Check, they will be advised and if it is their first unsuccessful attempt for that Check, they shall receive additional training. If it is not their first unsuccessful attempt for that Check, they may receive additional training. The Pilot will have the option of requesting that a different Company Check Pilot (CCP) conduct the next Check. However, the Company may elect to utilize a TC CASI for the second Check at its discretion.

16-4.02. If the Pilot is unsuccessful on the second Check, a meeting will be convened with the Chief Pilot - Training and Standards, the individual Pilot and an Association representative. The purpose of this meeting will be to discuss the circumstances which may have given rise to the Pilot's lack of progress and the training plan going forward.

16-5. FAILURE TO ADVANCE PROTOCOL

16-5.01. When the Chief Pilot, Training & Standards is notified of a Pilot's failure to obtain recommendation by the Instructor for a Check pursuant to 16-4.02 above or training pursuant to 16-3.03 above, they will ensure that a review of the Pilot's training file is conducted and determine if an Advancement Assessment is warranted.

16-5.02. A Pilot may request the attendance of an Association representative as an observer during any Advancement Assessment. If the Advancement Assessment is conducted on a line flight, the Association representative will be designated as a Company approved Flight Deck Observer Seat occupant. Where a Pilot was in training for a simulator Check, the Advancement Assessment will be conducted in the simulator, in which case the Association representative shall occupy an observer seat.

16-5.03. Where a Pilot was receiving line indoctrination training, the Advancement Assessment will be conducted on a line flight and the CCP will be an operating member of the crew. If safety is a concern, the Advancement Assessment may be conducted in the simulator on a short airport to airport flight between two normally served Company destinations.

16-5.04. After the completion of the Pilot's training file review or Advancement Assessment, the Chief Pilot will either:

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

16-5.05. The specific reasons or actions which resulted in the unsatisfactory assessment referred to in 16-5.04 shall be provided in writing to the Pilot and the Association within seven (7) business days after any such assessment has been conducted.

16-6. TRANSITIONING PILOTS

16-6.01. Transition Training issues shall be handled in accordance with 16-3 - UNSUCCESSFUL TRAINING EVENT PROTOCOL above.

16-6.02. Transition Check issues shall be handled in accordance with 16-4 - UNSUCCESSFUL CHECK PROTOCOL above.

16-6.03. A Pilot assessed as unsuccessful during Transition Training or Check will, upon successful requalification, return to their previously held Position.

16-6.04. If the Pilot returns to their previous Position they will be paid at the appropriate rates for the Position for which they are qualified and will be frozen from bidding on a transition Vacancy for a period of thirty-six (36) months from the date of re-qualification to their previous Position.

16-6.05. In the event that the aircraft type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they will be entitled to bid any lower rated Position in the status their Seniority can hold.

16-7. CAPTAIN UPGRADE

16-7.01. A Pilot will become eligible for upgrade training based on operational requirements in accordance with their Seniority number on the PSL and by having established technical performance which is consistent with that required for upgrade as outlined in the training guidelines as per 16-1.01 above.

16-7.02. Upgrade process:

a) First Attempt:

- i. Upgrade training issues on the first attempt shall be handled in accordance with 16-3 - UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Upgrade Check issues on the first attempt shall be handled in accordance with 16-4 - UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade training or Check on the first attempt will return to their previously held Position and upon successful requalification, will retain First Officer status and will be eligible for a second attempt no sooner than twelve (12) months from the date of failing to qualify.

b) Second Attempt:

- i. Upgrade training issues on the second attempt shall be handled in accordance with 16-3 - UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Upgrade Check issues on the second attempt shall be handled in accordance with 16-4 - UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade training or Check on the second attempt will return to their previously held Position and upon successful requalification, will retain First Officer status and will be eligible for a third attempt no sooner than twelve (12) months from the date of failing to qualify on the second attempt.

c) Third Attempt:

- i. Upgrade training issues on the third attempt shall be handled in accordance with 16-3 - UNSUCCESSFUL TRAINING EVENT PROTOCOL.
- ii. Check issues on the third attempt shall be handled in accordance with 16-4 - UNSUCCESSFUL CHECK PROTOCOL.
- iii. A Pilot assessed as unsuccessful during Upgrade training or Check on the third attempt will return to their previously held Position and upon successful requalification, will be offered the position of Career First Officer.

16-7.03. In the event that the aircraft type in the Pilot's previous Position is no longer operated by the Company, or they can no longer hold their previous Position, they will be entitled to bid any lower rated Position in the status their Seniority can hold.

16-8. CAREER FIRST OFFICER

16-8.01. In the event a Pilot is restricted to First Officer status per 16-7 above, they may, after a period of sixty (60) months from the date of requalification to their previous Position, apply to the Company to be assessed and have their restriction reconsidered. The onus will be on the Pilot to establish that there has been a change in their circumstances and there is a reasonable likelihood of success at a Captain Upgrade. The granting of an additional Upgrade opportunity is at the discretion of the Company. If the Company grants an additional Upgrade opportunity and the Pilot is unsuccessful, they will be returned to their previous position and restricted to First Officer status for the remainder of their career.

16-9. THE TRAINING COMMITTEE

16-9.01. The Company recognizes the establishment of an Association Training Committee composed of a Chair and one (1) representative for each aircraft type operated by the Company.

16-9.02. The Company and Association commit to share relevant information in order for Pilots to benefit from optimal training quality.

16-9.03. Upon the request of a Training Committee member and with an individual Pilot's written consent, the Company will permit access to a Pilot's Training File.

16-10. INITIAL GROUND SCHOOL

16-10.01. In conjunction with the Association-supervised Seniority lottery draw identified in [SECTION 3-3.02 - SENIORITY](#), one (1) hour during each new-hire ground school will be allocated to introduce new-hire Pilots to the Association. Nothing of a derogatory or inflammatory nature concerning the Company will be communicated during this session.

16-11. TRAINING PILOTS

16-11.01. Company Training and Check Pilots consist of Management Pilots, Standards Pilots, or line Pilots with additional responsibilities as outlined in the Company Operations Manual (COM).

16-11.02. Compensation for facilitating Training Events is detailed in [SECTION 21 - PAY AND COMPENSATION](#) of this Agreement.

16-11.03. Credit for facilitating simulator training or Checking Events is detailed in [SECTION 8 - SCHEDULING RULES](#) of this Agreement.

17 – FLIGHT SAFETY, ACCIDENTS/INCIDENTS, FLIGHT DATA

17-1. INCIDENT OR ACCIDENT NOTIFICATION

17-1.01. The Central Air Safety Committee Chair (CASC) will be notified electronically by the Company of any Transportation Safety Board of Canada (TSB) reportable incident or accident.

17-2. PILOT HELD OUT OF SERVICE

17-2.01. Where a Pilot is involved in an incident or accident related to the operation of an aircraft while on duty, the Company may hold the Pilot out of service, pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the TSB or any other investigative body with jurisdiction.

17-2.02. A Pilot held out of service as per 17-2.01 above shall be paid full Credit for the scheduled Block as if it was flown. Should the Pilot be held out of service into subsequent Monthly Scheduling Periods, the Minimum Monthly Guarantee shall apply.

17-3. ACCIDENT INVESTIGATIONS

17-3.01. In cases involving an aircraft accident related to the operation of a Company aircraft while on duty, outside of the initial requirement to report the event to their controlling flight dispatcher, a Pilot shall not be required to commit them self verbally or in writing to any representative of the Company for a period of twenty-four (24) hours following the accident unless:

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

17-3.02. Notwithstanding anything in this section, to the extent feasible, a Pilot, along with an Association Representative (IFALPA if applicable) shall discuss with the designated Company representative(s) prior to providing any statement or meeting with any Transport Canada, the TSB or any other investigative body with jurisdiction subject to all applicable law.

17-3.03. Unless prohibited by law, throughout any Company investigation pursuant to this section, the Pilot involved and/or their Association representative(s) may, upon request, and in conjunction with the designated representative(s) of the Company, review information in relation to the accident or incident.

17-4. ACCIDENT INVESTIGATION PARTICIPATION

17-4.01. The Company shall notify the Association of all accident investigations involving Company Pilots. The Company shall grant immediate Association release for up to four (4) Pilots designated by the MEC Chair to participate in the aircraft accident investigation if invited to participate through the party process of any investigative body with jurisdiction.

17-4.02. A Pilot requested or required by the Company or an appropriate investigating body with jurisdiction to participate in an aircraft accident investigation involving Company aircraft will do so without loss of pay. Should a Pilot be required to travel, the Company shall provide positive space travel at no cost to the Pilot.

17-5. AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES

17-5.01. The Company and the Association agree that the use of electronically recorded flight data can be used to enhance flight safety, provide relevant and accurate information to assist in accident/incident investigation, as well as to provide economic benefit through preventative maintenance and enhancements to Standard Operating Procedures (SOPs), air navigation planning programs or aircraft manufacturer assessment programs.

17-5.02. It is agreed that no electronic recording and reporting devices of any kind, and no recorded data obtained or derived from the Cockpit Voice Recorders (CVR), Flight Operations Quality Assurance Programs or Flight Data Monitoring Programs (FOQA/FDM), ACARS, Video Recorders, Quick Access Recorders (QARs) or any Flight Safety Program will be employed to monitor, nor to electronically check, the judgment, ability, performance or technique of any individual Pilot. This does not preclude the use of de-identified information in programs as mutually agreed to by the Company and the Association.

17-5.03. Except when required by law no information or data derived, developed or obtained from or as a result of a Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices will be used by the Company, a Pilot, or the Association in any civil, administrative, penal, criminal, disciplinary, discharge or termination action or proceeding of any kind. Nor shall any data or information obtained as a result of knowledge derived from a Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices be used, nor permission granted for use, as the basis of, or in justification of any such civil, administrative, penal, criminal, discipline, discharge, or termination action or proceeding of any kind.

17-5.04. Unless required by law or regulation, no additional recording devices that capture identified data for flight safety or maintenance purposes will be installed without the mutual agreement of the Association and the Company.

17-5.05. Except as required by law or regulation, CVR and/or FDR data shall not be retrieved by the Company for any reason other than maintenance purposes or any mutually agreed upon programs between the Association and the Company.

17-5.06. In the event of an incident or accident investigation, access to data or other information from any data recorder shall be strictly limited to the following persons:

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

17-5.07. The Company shall make every reasonable effort to ensure the security of all data or other information obtained from data recorders against unauthorized removal and/or playback.

17-5.08. The Company shall not release any CVR and/or FDR data or other factual information obtained from data recorders to either the general public or any news media without the prior approval of the Association and the Pilot(s) (or their representative(s)).

17-6. FLIGHT DATA MONITORING (FDM) COMMITTEE

17-6.01. There shall be a joint FDM Committee which will manage the FDM program and report to the Vice President, Flight Operations. It shall be composed of Company and Association representatives reflective of fleet types being operated. The Association Committee member(s) will be appointed by the MEC Chair.

17-6.02. Data obtained or derived from the FDM Program is to be de-identified in such a manner as to guarantee that the identity of any Pilot involved will not be known to anyone, except the Association Pilot Representative Gatekeeper, FDM Analyst, and/or the FDM Program Manager. Gatekeepers may interview Pilots for the purpose of better understanding specific exceedance events.

17-6.03. It is agreed that any programs utilized to read/analyze recorded flight data for the FDM program, Flight Operations, Flight Technical Operations, or any third party will not be introduced without mutual agreement of the Company and the Association.

17-6.04. The FDM Committee shall meet at least on a quarterly basis in order to oversee operations of the FDM Program.

18 – MANAGEMENT PILOTS

18-1. GENERAL

18-1.01. Management Pilots are pilots on the Pilot Seniority List (PSL) that are excluded from the bargaining unit as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11139-U dated May 12, 2017 and its certification order number 11359-U dated March 8, 2019. Management Pilots are classified as ineligible for the purposes of bidding and shall not hold or bid on a Pilot Position except as provided for in [SECTION 7 - FILLING OF ASSIGNMENTS / POSITION BIDS](#).

18-1.02. A Pilot who is promoted to a Management Pilot position as per 18-1.01 above shall continue to accrue Seniority.

18-1.03. For the purposes of 18-1.02 above, only those Management Pilots who have Seniority on the PSL may continue to accrue Seniority.

18-1.05. The Company will provide the Association with a list of all Management Pilots semi-annually or upon written request from the MEC Chair.

18-1.06. Nothing in this Agreement shall restrict the Company's right to transfer Pilots to Management Pilot duties with the Pilot's concurrence. Management reserves the right to remove Pilots from Management Pilot duties. A Pilot may elect to return to line flying upon providing the Company with a minimum of sixty (60) days' notice prior to their intended date of return.

18-1.07. Management Pilots returning to line flying shall do so in accordance with [SECTION 7 - FILLING OF ASSIGNMENTS / POSITION BIDS](#).

18-2. DISPLACEMENT

18-2.01. A Pilot may be displaced from any flight by a Management Pilot as per [SECTION 9-10 - HOURS OF SERVICE](#).

18-3. FLYING ALLOTMENT

18-3.01. Revenue flying by Management Pilots, not including any training or Checking, shall not exceed a pooled annual amount equivalent to two hundred (200) hours per Management Pilot. This pool can be allotted at the Company's discretion amongst the Management Pilots as operationally required. Non-revenue flying may be flown by Management Pilots without limits.

18-3.02. On a monthly basis, a record of all hours flown by Management Pilots shall be made available to the Association in accordance with [SECTION 2-10 - GENERAL](#).

18-4. VACATION TREATMENT FOR MANAGEMENT PILOTS

18-4.01. When a Pilot becomes a Management Pilot, they will continue to accrue years of service for the purpose of vacation week allotment; however, their vacation bidding point bank will freeze until such time as they return to regular line flying.

18-4.02. A Management Pilot who is assigned by the Company to return to line flying shall retain their previously awarded vacation/Statutory Holidays.

18-4.03. A Management Pilot who voluntarily returns to line flying shall forfeit the vacation blocks previously awarded and shall bid as per [SECTION 26 – VACATION, STATUTORY HOLIDAYS AND SDO](#) on the next round of bidding. The remaining vacation allotment in the present year will be assigned by Crew Planning. For those who do not have points as per 18-4.01, the bidding points available for vacation bidding will be determined by calculating the average of the bidding points held by the ten (10) Pilots junior to them on the PSL.

19 – NEW EQUIPMENT

19-1. GENERAL

19-1.01. In the event Equipment not covered by this agreement is to be introduced by the Company, the Company shall provide written notice to the Association no less than one hundred and twenty (120) calendar days prior to the date upon which the Equipment will enter service.

19-1.02. The application of rates of pay and working conditions for this Equipment will be the subject of negotiations between the Parties.

19-1.03. Negotiations shall begin within fourteen (14) calendar days after a written notice to commence negotiations has been issued by either Party unless otherwise mutually agreed between the Company and the Association.

19-1.04. After sixty (60) calendar days following the commencement of negotiations between the Parties, if the Company and the Association have not reached agreement on the appropriate rates of pay and working conditions, either Party may submit the matter to arbitration in accordance with [SECTION 35 - ARBITRATION.](#)

19-1.05. The Company may establish rates of pay and working conditions for affected Pilots flying such aircraft and may operate the Equipment prior to reaching an agreement with the Association on all disputed issues, or the issuance of an arbitrator's final decision, whichever is applicable. The Parties agree that any agreement between the Parties or the arbitrator's decision will be retroactive to the date the Equipment entered service.

20 – LAYOFF AND RECALL

20-1. LAYOFF

20-1.01. The Company shall notify the Association a minimum of forty-five (45) calendar days prior to the effective date of layoff.

20-1.02. Prior to any layoff(s), all surplus Position(s) shall be to the extent possible first dealt with through the following adjustment plan measures:

- a) Personal Leave of Absence program ("PLOA"), as per [SECTION 28 - LEAVES OF ABSENCE](#); and,
- b) voluntary layoff.

Within seven (7) calendar days of the notice in 20-1.01 being provided, the Parties will meet to discuss the possible alteration of the PLOA program and/or voluntary layoff. Any changes to the PLOA program must be with the written consent of the Parties. The discussions above will not prevent or delay the Company from implementing layoffs.

20-1.03. When there is a layoff, it shall be made in reverse Seniority order, regardless of Permanent Base. A Pilot on a leave of absence shall not be exempt from layoff.

20-1.04. The Company shall give at least thirty (30) calendar days' written notice to a Pilot it intends to lay off. The notice shall be forwarded by registered mail with the postmark being proof of the date of mailing.

20-1.05. The thirty (30) calendar day notice period in 20-1.04 above and the layoff pay provision in 20-4.01, shall not apply due to conditions beyond the Company's control. This shall include but not be limited to the following:

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

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

20-1.06. Upon layoff, a Pilot will be paid out for any earned vacation and/or Statutory Holidays.

20-1.07. Any layoff of ninety (90) calendar days or less shall not result in any interruption of benefits provided for and in accordance with the Company benefit plan.

20-1.08. A Pilot who is laid off is responsible for ensuring that the People Department has the most up to date information on their address, telephone number and email address. A Pilot shall advise the People Department in writing of any change. A Pilot will not be entitled to preference in recall if they do not comply with this requirement.

20-2. RECALL TO WORK

20-2.01. Pilots on layoff shall be recalled in system Seniority order, the Pilot with the highest Seniority being the first recalled.

20-2.02. A Pilot shall be recalled to work for a minimum period of two (2) months.

20-2.03. Recalls shall be made by registered mail or courier as well as by electronic mail (email). The registered mail and the email shall be clearly marked as "RECALL NOTICE" on the envelope and in the subject line of the email. The email shall be formatted to ensure "delivery receipt". A Pilot offered recall will be required to accept or decline in writing or by email no later than seven (7) calendar days following the date of the first attempted delivery of the recall notice. A Pilot who does not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the last email address on file.

20-2.04. If a Pilot accepts recall, they must return to the service of the Company no later than twenty-one (21) calendar days following the acceptance of the recall notice from the Company, unless otherwise agreed to by the Company and the Pilot.

20-2.05. A Pilot shall retain their right to be recalled for a period of one hundred and twenty (120) consecutive months from the effective date of their lay-off. After this period, a Pilot shall be considered to have voluntarily resigned their employment with the Company and they shall be removed from the PSL.

20-3. DECLINE OF RECALL

20-3.01. Should a Pilot waive their notice of recall, the recall shall be offered to the next senior Pilot on layoff. A Pilot who waives their notice of recall will have no further right until the next notice of recall.

20-3.02. Notwithstanding 20-3.01 above, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or be deemed to have voluntarily resigned their employment with the Company and to have permanently forfeited their position on the PSL. However, at the time of their recall notice, if the junior Pilot on layoff is party to an individual contract of employment, they may decline recall and remain on layoff for up to an additional twenty-four (24) months provided there are other Pilots who remain on the layoff list. The junior Pilot must provide the Company with a copy of their individual contract of employment before they can exercise this right.

20-3.03. If the junior Pilot has exercised their right to decline recall under 20-3.02 above, the Pilot on layoff immediately above them in Seniority will become the junior Pilot for the purposes of filling the Position in question.

20-4. LAYOFF PAY

20-4.01. Any Pilot who is involuntarily laid off will be entitled to, two (2) weeks' pay for each full year of completed, active service up to a maximum of twenty (20) weeks' pay. A Pilot's pay will be based on Minimum Monthly Guarantee at the time of layoff and will be paid in accordance with the Company's ordinary payroll process for active Pilots.

20-4.02. A Pilot who is laid off and is entitled to the benefits outlined in 20-4.01 above will not, upon recall, forfeit any unused weeks' pay from 20-4.01 above. Any weeks used during layoff are permanently deducted from the twenty (20) week allotment outlined above; however, upon completion of subsequent years of service, a Pilot may earn additional weeks for future layoffs to a lifetime maximum of twenty (20) weeks' pay total.

Note: For clarification, a Pilot who is laid off having completed five (5) years of active service will be entitled to ten (10) weeks' pay as per 20-4.01 above. The Pilot is then laid off for six (6) weeks after which they are recalled. Upon their recall, the Pilot will keep the four (4) unused weeks of pay for any subsequent layoff. In addition to the four (4) unused weeks of pay, for any subsequent layoff they will only be eligible to earn, through years of completed active service, up to ten (10) additional weeks of pay.

20-4.03. In the event of a scenario outlined in SECTION 20-1.05 above, a Pilot will receive the entitlement weeks provided in SECTION 20-4.01 above such that, when combined with employment insurance, provides the equivalent of 75% of their pay, based on their Minimum Monthly Guarantee.

20-5. OTHER

20-5.01. A Pilot shall retain all Seniority and continue to accrue Seniority during their layoff.

20-5.02. A Pilot whose qualifications have expired while on layoff shall be re-qualified at Company expense upon recall.

20-5.03. Pilot who returns from layoff and has to return to a Permanent Base other than the one to which they were assigned prior to their layoff shall be eligible to receive compensation for relocation expenses in accordance with [SECTION 25 – PILOT RELOCATION](#).

21 – PAY AND COMPENSATION

21-1. GENERAL

21-1.01. Pilots will be paid bi-weekly. Before any adjustments are applied, the base pay per pay period will be thirty-five point seven seven (35.77) hours at straight time which will be the initial monthly bank deposit for each full-time Pilot.

21-1.02. Monthly Credit Hours beyond seventy-seven point five (77.5) (including originally scheduled hours, Block Growth, and Overtime) will be compensated on the pay date where the reconciliation cut off includes the last day of the blocking month. The reconciliation period ends seven (7) days prior to pay.

21-1.03. The Company intends to transition its payroll system to a semi-monthly process. Prior to the implementation of the semi-monthly payroll system, the Company will meet with the Association to outline the process.

21-1.04. If a pay date falls on a holiday or a day when the banks are closed, Pilots shall be paid one full banking day preceding the regular pay day.

21-2. PAY DISCREPANCIES

21-2.01. Underpayments of three hundred dollars (\$300) or less will be paid on the next regular pay. At the Pilot's request, underpayments greater than three hundred dollars (\$300) will result in a separate payment being issued within three (3) business days of the pay discrepancy being confirmed.

21-2.02. Overpayments less than twenty-five hundred dollars (\$2500) shall be recouped in five-hundred dollar (\$500) increments per pay period. Where the Pilot is terminated or resigns, the balance of the overpayment shall be deducted from their final pay cheque.

21-2.03. For overpayments greater than twenty-five hundred dollars (\$2500) the parties will meet to discuss an alternate payment plan. If the parties cannot reach a mutually agreeable payment plan, the Company reserves the right to implement a repayment plan.

21-3. ACTUAL OPERATED HOURS FOR PAY PURPOSES

21-3.01. Hours calculated for the purposes of flight and/or taxi pay:

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

21-4. MINIMUM MONTHLY GUARANTEE (MMG)

21-4.01. The Minimum Monthly Guarantee (MMG) shall be seventy-seven-point five (77.5) Credit Hours per Monthly Scheduling Period.

21-5. LENGTH OF SERVICE PAY

21-5.01. Effective January 1, 2020, a Pilot shall be paid based on their Length of Service as a Pilot with the Company.

21-6. OVERTIME PAY

21-6.01. A Pilot shall be compensated at one point five (1.5) times their Hourly Base Rate for Credit Hours earned under the following conditions:

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

21-6.02. For the purpose of avoiding the compounding of Overtime, there shall be no duplication of Overtime payments for the same hours worked or Overtime paid where Premium payments are applied.

21-7. PREMIUM PAY

21-7.01. Premium Pay is paid to a Pilot for the specific circumstances listed below. Premium Pay is separate and distinct from Overtime pay. Credit Hours earned at Premium Pay do not apply toward the Overtime threshold in 21-6.01(a) and (b) above.

21-7.02. Credit Hours earned at Premium Pay are paid at a rate of one point five (1.5) times the Hourly Base Rate.

21-7.03. Premium Pay is triggered when:

- a) A Flight Duty Period that was scheduled to end before 0100 and is extended due to operational reasons beyond 0300 into a scheduled Day Off. A Premium payment of four (4.0) hours will apply for any time worked beyond 0300;
- b) A Pilot who voluntarily agrees to extend a Pairing as per [SECTION 9-11.01 \(a\) - HOURS OF SERVICE](#);
- c) A Pilot who voluntarily accepts a reassignment per [SECTION 9-8.03 – HOURS OF SERVICE](#), or is assigned per [SECTION 9-3.02 – HOURS OF SERVICE](#), beyond two (2) hours from the Release Time of the originally scheduled Pairing;
- d) Open Time flying on a scheduled Day Off or GDO as outlined in [SECTION 9-1.04\(c\) - HOURS OF SERVICE](#). This does not apply to Pilot-to-Pilot trades; and,
- e) A Reserve Line Pilot who works into a Guaranteed Day Off (GDO) and elects compensation as per [SECTION 10-3.06\(a\) – RESERVE](#).

21-7.04. Premium payments will apply on the actual flight time worked beyond the thresholds outlined in 21-7.03 (b), (c) and (e) above.

21-7.05. Credit Hours earned at Premium Pay shall not contribute to Block Growth for the purposes of 21-6(b) above.

21-7.06. Premium payments shall not be compounded.

21-8. CANCELLATION PAY

21-8.01. When a Pilot's scheduled duty is cancelled, in whole or in part, they shall be paid for the originally scheduled Credit Hours at the applicable Hourly Base Rate, Premium Pay or Overtime rate, if applicable.

21-8.02. Cancellation pay will not apply in situations where an Open Time Pairing pursuant to 21-7.03 above, in whole or in part, is cancelled by the Company twenty-four (24) hours or more in advance of Report Time.

21-8.03. A Pilot cancelled per 21-8.01 above, will be eligible and available for reassignment for the duration of their original scheduled duty.

21-8.04. A Pilot cancelled within twenty-four (24) hours per 21-8.02 above, can either elect to be eligible and available for reassignment for the duration of their cancelled duty, or forego the pay protection.

21-9. DEADHEAD PAY

21-9.01. A Pilot shall be credited for Deadhead(s) as follows:

- a) When a Pilot is required to Deadhead, they shall be credited at fifty percent (50%) of the scheduled or Actual Operated Hours of the Deadhead, whichever is greater. Deadhead Credits will count toward a Pilot's monthly scheduling Credit.
- b) When a Pilot is required to Deadhead by ground transportation (e.g. automobile, van, bus, train, etc.) they shall receive Credit for fifty percent (50%) of the scheduled travel time in excess of one (1) hour. Deadhead Credits earned by ground transportation will count toward the Pilot's monthly scheduling Credit.
- c) When a Pilot is required to Deadhead on a non-Company aircraft, they shall be credited at fifty percent (50%) of the scheduled Deadhead time. Deadhead Credit on non-Company aircraft will count towards the monthly scheduling Credit.

21-10. INITIAL TRAINING PAY

21-10.01. A new hire Pilot who is in initial training with the Company shall be paid the MMG prorated based on their start date. A new hire Pilot who successfully completes initial ground and simulator training mid-month shall be entitled to the MMG or their actual scheduled monthly Credit, whichever is greater.

21-10.02. In the event of an unsuccessful initial Training Event any rescheduled days shall not trigger any Overtime or Premium payments.

21-11. RECURRENT TRAINING/CHECKING PAY

21-11.01. A Pilot will receive four point five (4.5) hours for each day during a recurrent training or simulator Checking Event.

21-11.02. In the event of an unsuccessful recurrent training event any rescheduled days shall not trigger any Overtime or Premium payments.

21-12. TRANSITION AND/OR UPGRADE TRAINING PAY

21-12.01. A Pilot who is undergoing Transition Training or Upgrade training (i.e. First Officer to Captain) shall be paid the MMG or their scheduled monthly Credit, whichever is greater. The Pilot shall be paid at the Hourly Base Rate held the day prior to the commencement of their training. Upon successful completion of their final Line Check, a Pilot will be entitled to their new Hourly Base Rate of pay, as applicable.

21-12.02. In the event of an unsuccessful Transition and/or Upgrade Training Event any rescheduled days shall not trigger any Overtime or Premium payments.

21-13. HOME-BASED TRAINING PAY

21-13.01. A Pilot shall receive one (1) hour of pay at their Hourly Base Rate per three (3) hours of Company required Home-Based Training. Home-Based Training shall include any training which does not require the Pilot to physically report to a classroom or facility (e.g. any Company online/distance training).

21-14. FLIGHT INSTRUCTOR/CHECK PILOT PAY

21-14.01. Training Pilots when performing training duties shall be paid a stipend subject to all applicable required deductions at law and in accordance with the following schedule:

- a) Ground Instructor: \$125 per day;
- b) Simulator Instructor/FTD Instructor: \$125 per day;
- c) Simulator Check Pilot - PPC: \$185 per day;
- d) Line Indoctrination, LORT: \$75 per day; and,
- e) Line Check: \$125 per day.

21-14.02. Simulator instructors, ground-school instructors and Check Pilots in 21-14.01(b) and (c) will earn five (5.0) Credit Hours per training or check event.

21-15. AIRCRAFT TAXI PAY

21-15.01. Planned taxi-only legs shall be built as part of a Pairing. The minimum planned Credit per taxi leg will be twenty (20) minutes. Any actual taxi time in excess of the planned duration will be considered as Block Growth.

21-15.02. Any unplanned taxi-only legs shall be credited with the actual taxi time.

21-16. FATIGUE PAY

21-16.01. When a Pilot is removed from duty due to fatigue, they will be pay protected for the original Pairing provided every effort was made to utilize the time free from duty to arrive at work fit to fly. This determination will be made once the circumstances of the incident have been reviewed by the Chief Pilot, Crew Management, or delegate.

21-16.02. In application of 21-16.01 above, when a Pilot is removed from duty due to fatigue, the following will apply:

- a) they will be required to mitigate fatigue through a local night's rest at the location where fatigue was identified; then,
- b) the Pilot will be assigned Open Time, as available, for the remaining length of their previously assigned Pairing as per [SECTION 9-1.04\(b\) – HOURS OF SERVICE](#); and,
- c) the Pilot will be required to file an Incident Hazard Report (IHR).

21-17. B737 FIRST OFFICER HOURLY RATES

B737					
First Officer					
Steps	-	Jan 1 2019	Jan 1 2020	Jan 1 2021	Jan 1 2022
1	Start rate	\$ 60.87	\$ 62.09	\$ 63.33	\$ 64.92
2	Completed 1 year	\$ 65.97	\$ 67.29	\$ 68.64	\$ 70.35
3	Completed 2 years	\$ 84.28	\$ 85.97	\$ 87.69	\$ 89.88
4	Completed 3 years	\$ 89.99	\$ 91.79	\$ 93.63	\$ 95.97
5	Completed 4 years	\$ 103.47	\$ 105.54	\$ 107.65	\$ 110.34
6	Completed 5 years	\$ 108.18	\$ 110.34	\$ 112.55	\$ 115.37
7	Completed 6 years	\$ 112.00	\$ 114.24	\$ 116.52	\$ 119.44
8	Completed 7 years	\$ 113.20	\$ 115.46	\$ 117.77	\$ 120.71
9	Completed 8 years	\$ 114.90	\$ 117.20	\$ 119.54	\$ 122.53
10	Completed 9 years	\$ 116.62	\$ 118.95	\$ 121.33	\$ 124.36

21-18. B737 CAPTAIN HOURLY RATES

B737					
Captain					
Steps	-	Jan 1 2019	Jan 1 2020	Jan 1 2021	Jan 1 2022
1	Start rate	\$ 148.58	\$ 151.55	\$ 154.58	\$ 158.45
2	Completed 1 year	\$ 153.62	\$ 156.69	\$ 159.82	\$ 163.82
3	Completed 2 years	\$ 158.61	\$ 161.78	\$ 165.02	\$ 169.14
4	Completed 3 years	\$ 163.52	\$ 166.79	\$ 170.13	\$ 174.38
5	Completed 4 years	\$ 168.52	\$ 171.89	\$ 175.33	\$ 179.72
6	Completed 5 years	\$ 173.63	\$ 177.11	\$ 180.65	\$ 185.16
7	Completed 6 years	\$ 180.63	\$ 184.25	\$ 187.93	\$ 192.63
8	Completed 7 years	\$ 187.60	\$ 191.36	\$ 195.18	\$ 200.06
9	Completed 8 years	\$ 194.65	\$ 198.54	\$ 202.51	\$ 207.58
10	Completed 9 years	\$ 201.59	\$ 205.62	\$ 209.73	\$ 214.98
11	Completed 10 years	\$ 204.56	\$ 208.65	\$ 212.83	\$ 218.15
12	Completed 11 years	\$ 208.65	\$ 212.83	\$ 217.08	\$ 222.51

21-19. B767/B787 FIRST OFFICER HOURLY RATES

B767/B787					
First Officer					
Steps	-	Jan 1 2019	Jan 1 2020	Jan 1 2021	Jan 1 2022
1	Start rate	\$ 60.87	\$ 62.09	\$ 63.33	\$ 64.92
2	Completed 1 year	\$ 72.42	\$ 73.87	\$ 75.35	\$ 77.23
3	Completed 2 years	\$ 83.64	\$ 85.31	\$ 87.02	\$ 89.19
4	Completed 3 years	\$ 90.78	\$ 92.60	\$ 94.45	\$ 96.81
5	Completed 4 years	\$ 111.69	\$ 127.43	\$ 129.98	\$ 133.23
6	Completed 5 years	\$ 118.83	\$ 132.45	\$ 135.10	\$ 138.48
7	Completed 6 years	\$ 124.44	\$ 137.38	\$ 140.13	\$ 143.63
8	Completed 7 years	\$ 132.09	\$ 142.44	\$ 145.29	\$ 148.92
9	Completed 8 years	\$ 137.96	\$ 147.40	\$ 150.35	\$ 154.11
10	Completed 9 years	\$ 141.39	\$ 148.35	\$ 151.32	\$ 155.10
11	Completed 10 years	\$ 144.84	\$ 149.30	\$ 152.29	\$ 156.09

21-20. B767/B787 CAPTAIN HOURLY RATES

B767/B787					
Captain					
Steps	-	Jan 1 2019	Jan 1 2020	Jan 1 2021	Jan 1 2022
1	Start rate	\$ 176.83	\$ 208.23	\$ 212.39	\$ 217.70
2	Completed 1 year	\$ 181.01	\$ 210.30	\$ 214.51	\$ 219.87
3	Completed 2 years	\$ 185.28	\$ 212.36	\$ 216.61	\$ 222.02
4	Completed 3 years	\$ 189.66	\$ 214.43	\$ 218.72	\$ 224.19
5	Completed 4 years	\$ 194.14	\$ 216.44	\$ 220.77	\$ 226.29
6	Completed 5 years	\$ 198.72	\$ 218.55	\$ 222.92	\$ 228.49
7	Completed 6 years	\$ 203.40	\$ 223.31	\$ 227.78	\$ 233.47
8	Completed 7 years	\$ 208.08	\$ 228.06	\$ 232.62	\$ 238.44
9	Completed 8 years	\$ 217.26	\$ 232.81	\$ 237.47	\$ 243.40
10	Completed 9 years	\$ 225.93	\$ 237.56	\$ 242.31	\$ 248.37
11	Completed 10 years	\$ 227.21	\$ 242.32	\$ 247.17	\$ 253.35
12	Completed 11 years	\$ 228.48	\$ 247.06	\$ 252.00	\$ 258.30

21-21. ELECTRONIC PAY STATEMENT AND FLIGHT HOURS SUMMARY

21-21.01. The Company shall continue to provide each Active Pilot with access to an electronic pay statement each pay period and an email with a monthly summary of hours flown.

22 – VARIABLE COMPENSATION

22-1. GENERAL

22-1.01. Variable compensation shall include a Pilot's eligibility to participate in the variable compensation plans as set out in the following Company plans and policies:

- i. Employee Stock Purchase Plan (November 6, 2012);
- ii. Profit Share Plan (May 2016);
- iii. 2009 Stock Option Plan (May 2, 2017);
- iv. Owners' Performance Award Plan (version 005, last amended February 1, 2016); and,
- v. Key Employee and Pilot Restricted Share Unit Plan (May 4, 2010).

22-2. EMPLOYEE STOCK PURCHASE PLAN (ESPP)

22-2.01. The terms and conditions of the Company's Employee Stock Purchase Plan November 6, 2012, shall continue for Pilots as they existed on December 21, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

22-3. PROFIT SHARE PLAN

22-3.01. The terms and conditions of the Company's Profit Share Plan May 2016, shall continue for Pilots as they existed on December 21, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

22-4. OWNERS' PERFORMANCE AWARD

22-4.01. The terms and conditions of the Company's Owner's Performance Plan shall continue for Pilots as they existed on December 21, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

22-5. STOCK OPTIONS or RSUs or CASH EQUIVALENT PAYMENT TERMS

22-5.01. Pilots are entitled to annually select an award of Stock Options or RSUs or receive a cash equivalent payment as set out below.

22-5.02. Pilots shall select Stock Options or RSUs or the cash equivalent payment no later than March 31st of each year. In the event a pilot fails to make a selection, the default is the cash equivalent payment.

22-5.03 Pilots are eligible to participate after the completion of their first full year of service with the Company. Once eligible, the Pilot's first award will be prorated based on their first anniversary date.

22-5.04 The chart below sets out the Stock Option or RSUs or Cash Equivalent Payment Terms:

Grant date/Payment date	Grant - May	Grant - May	Last pay in May
Vesting date	One (1) year from the date of grant.	Two (2) years from the date of grant.	n/a
Expiry date	Four (4) years from the date of grant.	n/a	n/a
Grant value/Payment value ^{N1}	\$10,298 captain \$7,312 first officer	\$5,149 captain \$3,656 first officer	\$4,794 captain \$3,404 first officer

NOTE (N1): The grant value awarded or the payment value received will be based on the rank held and eligibility during the previous year from the May to subsequent April (inclusive) time frame.

RSUs

22-5.05 The terms and conditions of the Key Employee and Pilot Restricted Share Unit Plan May 4, 2010 shall continue for Pilots as they existed on December 21, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

22-5.06 The number of RSUs granted will be determined by dividing the grant value by the fair market value of WestJet shares on the date of grant, consistent with the terms and conditions of WestJet's Key Employee and Restricted Share Unit Plan May 4, 2010.

Stock Options

22-5.09. The terms and conditions of the 2009 Stock Option Plan May 2, 2017 shall continue for Pilots as they existed on December 21, 2018, without amendment, and are hereby incorporated by reference into, and form part of, this Agreement.

22-5.10 The number of stock options granted will be determined by dividing the grant value by the Black-Scholes value of the options on the date of the grant consistent with the terms and conditions of the 2009 Stock Option Plan of May 2, 2017.

Cash Equivalency Payments

22-5.13 The cash equivalent payment will be paid as a lump sum value payable during the last pay period in May in the calendar year the selection was made. The payment is subject to applicable statutory withholdings and any garnishment calculation as well as any outstanding amounts owed to WestJet. Pilots who are eligible, but are inactive at the time of the cash equivalent payment, will not receive the cash equivalent payment until they return to active status. The cash equivalent payment is not ESPP or Profit Share eligible.

22-5.14 The cash equivalent payment value is based on 93.1% of the 2014 RSU value.

22-6. PENSION

22-6.01. During negotiations the Association presented a bargaining proposal for providing current Pilots with a one-time option (at the Pilot's choice) of either staying with the current 20/20 ESPP program or changing the contribution levels/matching amounts in the Employee Stock Purchase Plan with reallocation of half of the current employer match as an employer contribution to a Target Benefit pension plan (i.e. 10% ESPP with 100% employer match; 10% employer pension contribution). Further, the Association proposed that Pilots hired after the pension plan went into effect would be placed into the pension plan.

22-6.02. WestJet shall review the need, if any, for an indemnity in favour of WestJet and its affiliates on terms and in a form satisfactory to WestJet. This condition is for WestJet's benefit to address its concerns, and may be waived by it in its sole discretion. WestJet is directed to address this matter as soon as possible after issue of award and to make best efforts in doing so. The Association is directed to cooperate in this process as is reasonably requested.

22-6.03. Assuming this matter is resolved to WestJet's satisfaction, the parties are directed, as soon as possible thereafter to form a joint committee to carefully review the Association's target benefit pension plan proposal including identification of possible target benefit pension plans. The joint committee shall meet monthly and shall have the power to retain expert assistance, at their shared expense, and work toward determining a best practices model and potential carrier to ensure that the parties' interests are protected.

22-6.04. The parties will make their best efforts to achieve a joint recommendation by December 31, 2019. Should a dispute arise with regard to any of the above, either Party may refer the matter to Arbitrator Kaplan for resolution.

22-6.05. The parties may engage a facilitator to assist them if they wish.

23 - BENEFITS

23-1. GENERAL

23-1.01. The Company agrees to maintain coverage under a flexible group benefit plan for eligible Pilots covered by this Agreement.

Unless agreed to in writing by the Association, the flexible group benefit coverage, as outlined in the November 2018 Benefits At A Glance – Pilots, shall be considered incorporated into this Agreement.

A Pilot-only Long-Term Disability Plan is to be arranged with the Pilots paying 100% of the premiums. Until such time as the Pilot-only plan is implemented, the Long-Term Disability coverage, as outlined in the November 2018 Benefits At A Glance – Pilots, shall be considered incorporated into this Agreement.

23-1.02. The Company may change its insurance underwriter(s) at any time, provided, subject to 23.104 below, there is no decrease of benefits as outlined in this Section. The Company shall provide the Association with no less than forty-five (45) calendar days' notice of any premium cost change. The Company shall provide the Association with data received from the plan administrator substantiating the premium increases for Pilots.

23-1.03. The Company will provide a program that consists of the following types of benefits:

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

23-1.04. The vendor policies govern with respect to decisions related to the policy administration and adjudication of insurance coverage and benefits and is, therefore, not subject to the Grievance and arbitration procedure under this Agreement.

23-1.05. The Company shall pay 100% of the premium or cost, as applicable, for the following benefits:

- a) Extended Health (4- star);
- b) Out of Country/Out of Province Emergency Travel Medical;
- c) Dental (3- star);
- d) Group Life (1x);
- e) Accidental death and dismemberment (1x);
- f) Short-term disability (85% taxable).

23-1.06. Pilots shall be responsible to cover any additional cost for benefit options selected, other than the options outlined in 23-1.05 above.

23-1.07. Pilots shall pay for 100% of their long-term disability premiums.

23-1.08. Pilots shall be required to maintain the following mandatory coverage:

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

23-2. EXTENDED HEALTH CARE

23-2.01. The Company shall arrange a 4-star extended health option. The Company shall continue, in accordance with Section 23-1.01 above, to make available additional extended health options for a Pilot to acquire should they so choose.

23-3. DENTAL BENEFIT PLAN

23-3.01. The Company shall arrange a 3-star dental option. The Company shall continue, in accordance with Section 23-1.01 above, to make available additional dental options for a Pilot to acquire should they so choose.

23-4. SHORT TERM DISABILITY

23-4.01. The Company shall arrange a plan for 85% taxable short-term disability coverage up to a maximum of \$3,000 per week for non-occupational injury or illness. The Company shall continue to make available an alternate 66.67% non-taxable option, up to a maximum of \$2,500 per week, for a Pilot to acquire should they so choose.

23-5. LONG TERM DISABILITY

23-5.01. The Company shall arrange a Pilot-only plan for 66.67% (non-taxable) of the first \$2,500 of monthly earnings and 50% of the balance payable up to the maximum of \$15,000 per month for non-occupational injury or illness. The Company shall continue to make available an alternate 50% non-taxable option and the option to acquire cost of living adjustment for either plan should they so choose.

23-6. WORKER'S COMPENSATION BENEFIT (WCB) TOP UP

23-6.01. Should a Pilot covered by this Agreement become injured while engaged in Company operations and as a result receive Worker's Compensation Benefits (WCB), the Company agrees to top up the Pilot to the amount of Short -Term Disability (STD) benefits the Pilot would otherwise have been receiving under the disability insurance plan. Such "top up" shall continue until the earlier of (a) the Pilot is fit to return to work, or, (b) the end of the STD period.

23-7. GROUP LIFE INSURANCE

23-7.01. The Company shall arrange a basic employee life plan that provides coverage of one time (1x) the Pilot's annual salary. The Company shall continue, in accordance with Section 23-1.01 above, to make available additional options for life coverage for a Pilot to acquire should they so choose.

23-8. ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

23-8.01. The Company shall arrange a basic AD&D plan that provides coverage of one time (1x) the Pilot's annual salary. The Company shall continue, in accordance with Section 23-1.01 above, to make available additional options for AD&D coverage for a Pilot to acquire should they so choose

24 – EXPENSES

24-1. MEAL COST REPLACEMENT (MCR)

24-1.01. TAFB shall be calculated from Report Time to Release Time of the Pairing.

24-1.02. Pilot Meal Cost Replacement (MCR) payment(s) shall be paid to a Pilot based on the time away from the Pilot's base ("TAFB") for training or on a Pairing (single day or multi-day) based on the MCR rates in 24-1.03. On a Pairing that contains a combination of International Travel and travel within Canada/Mainland US, the International Travel MCR rate will be applied based on the "Out Event" departing the last Canadian city of the Pairing for the international scheduled overnight location until the "In Event" at the next Canadian city of the Pairing.

24-1.03. The MCR rates shall be as follows:

- a) Travel within Canada/Mainland US: \$3.40; and,
- b) International Travel: \$5.50.

24-1.04. The MCR rates delineated in 24-1.03 above will increase by 2% on April 1 of each year.

24-2. CURRENCY OF MEAL COST REPLACEMENT

24-2.01. All MCR payments are to be paid out in Canadian dollars (CAD).

24-3. LICENSING FEES

24-3.01. The Company agrees to pay the full cost of all Transport Canada licensing fees including all recurring fees required for the issue of an initial and recurrent Pilot Proficiency Check and Aviation Document Booklet (Pilot's license). Any fees/costs associated with the replacement of a lost or damaged Aviation Document booklet will not be reimbursed.

24-4. PASSPORTS/VISAS

24-4.01. All Pilots are required to have a current passport. The Company will reimburse Pilots for the fees associated with a ten (10) year passport and passport photographs. Pilots shall use the normal service whenever possible for obtaining their passport. In the event the Pilot is unable to reasonably use the normal service to obtain a passport, the Company shall reimburse the Pilot for the "Express Service" passport acquisition fee. Any fees/costs associated with the replacement of a lost or damaged Passport will not be reimbursed.

24-4.02. For the purpose of carrying out their duties as a Pilot, the cost of any mandatory travel visas or mandatory vaccinations for travel to the required destination shall be borne by the Company.

24-5. PARKING

24-5.01. The Company will provide parking to a Pilot at a Permanent Base airport of their choice while in the performance of their required duties, provided the airport has designated employee parking available. Alternatively, the Company will cover the cost of parking at their Domicile while in the performance of their required duties. The cost of such alternative parking shall not exceed the Company's monthly cost of providing parking at the Pilot's Permanent Base.

24-6. BAGGAGE LOSS

24-6.01. The Company shall pay reasonable loss or damage claims, up to eighteen hundred dollars (\$1800) CAD to any Pilot who, during the course of their duty, suffers loss or damage to their crew baggage or personal effects except when such loss or damage is the result of the Pilot's willful misconduct or gross negligence. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

25 – PILOT RELOCATION

25-1. RELOCATION AT COMPANY EXPENSE

25-1.01. The Company will only provide relocation assistance to Pilots in the following circumstances:

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

25-2. CRITERIA FOR RELOCATION AT COMPANY EXPENSE

25-2.01. Eligible relocation will be paid by the Company provided the Pilot physically and for all purposes relocates their Designated Primary Residence to the Pilot's new Permanent Base provided all of the following conditions are met:

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

25-3. RELOCATION SERVICES

25-3.01. The Company shall provide the services of a relocation provider as per the Company *Crew Member Relocation Policy*. The Pilot will be assigned with a relocation counselor for the full duration of the relocation. Eligible Pilots are required to manage relocations through the Company's relocation provider.

25-4. RELOCATION ASSISTANCE

25-4.01. The maximum of all associated relocation costs, shall not exceed a total of forty-five thousand dollars (\$45,000) for relocation costs, and twelve-thousand five hundred dollars (\$12,500) for land transfer tax.

25-4.02. Eligible relocation expenses will be reimbursed only if the Pilot submits a detailed receipt for each applicable item to the relocation administrator. Expenses must be submitted within six (6) months of the move to the new location.

25-4.03. If a Pilot rents a Designated Primary Residence, the fees paid because of early termination of the lease on the Pilot's Designated Primary Residence will be reimbursed up to a maximum of three (3) months' rent. Any amount charged for damages to the rental property will not be covered by the Company.

25-4.04. The Company will cover expense(s) of relocating up to two (2) vehicles that are either moved, shipped or driven. If a car is driven for relocation purposes, the Pilot shall be reimbursed in accordance with the automobile allowance rates as per the Canadian Revenue Agency.

25-4.05. The Company will pay to move up to fourteen thousand (14,000) pounds of the Pilot's household goods. The household move will include packing, shipping and storage of goods to a maximum of sixty (60) days. Only relocations to and from Canadian residences will be covered.

25-4.06. The Company will provide house hunting trip(s) and reimburse reasonable costs in accordance with the Company *Crew Member Relocation Policy*. The house-hunting trip must be completed on the Pilot's personal days off and will not be blocked or paid time.

25-5. TIME OFF FOR RELOCATION

25-5.01. Pilots who are eligible for relocation assistance shall receive five (5) guaranteed consecutive Days Off with pay at the MDPC rate.

25-5.02. A Pilot must submit their request for the above leave to the Chief Pilot, Crew Management, or designate, at least seventy-two (72) hours prior to the close of monthly bidding for the month they are requesting the leave.

25-5.03. If a request is made after the deadline above, the request will be granted subject to operational requirements or at another mutually agreeable time.

25-5.02. Picking up extra flying during these days off will not be allowed or offered.

25-6. PROOF OF RELOCATION DOCUMENTATION

25-6.01. Pilots will be required to provide proof of relocation including but not limited to lease and real estate documents, as applicable.

25-7. CLAW-BACK OF COMPANY PAID RELOCATION

25-7.01. The cost of a paid move to a Pilot will be amortized over a period of twelve (12) months. Any Pilot who has received a paid move relocation and who voluntarily leaves the employment of the Company within the twelve (12) months of relocating will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period.

26 – VACATION, STATUTORY HOLIDAYS AND SDO

26-1. EARNING VACATION

26-1.01. A Pilot will earn annual vacation based on their date of hire as a Pilot with the Company. Vacation is accrued in Credit Hours. The Credit Hours are calculated each pay period. A Pilot shall receive this accrual each pay period in which they are active. A Pilot on a Leave of Absence for the full pay period does not receive an accrual; however, if the Pilot is active at least one (1) day in the pay period, the full accrual is granted.

26-1.02. A Pilot's annual vacation allotment is as follows:

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

26-1.03. A week of vacation/Statutory Holidays is deemed to be equivalent to five (5) consecutive Days and shall begin at 0100 local time of the first vacation day.

26-2. STATUTORY HOLIDAYS

26-2.01. The Company observes ten (10) "Statutory Holidays" defined as the following:

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

In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday. Notwithstanding the preceding sentence, in no event will a Pilot receive less Statutory Holidays than any other Company employee group. For the purposes of bidding, Statutory Holidays are allocated on January 1 of each calendar year. A Pilot shall bid these ten (10) Statutory Holidays in a calendar year pursuant to section 4 below.

26-2.02. For a new-hire Pilot, from their date of hire to the end of the current calendar year, Statutory Holidays will be prorated and will be scheduled by Crew Planning.

26-2.03. A Pilot on any type of Leave of Absence shall lose their entitlement to any Statutory Holidays which occurred while they were on the Leave of Absence, and will not accumulate vacation credit during their absence. After their return from a Leave of Absence, Statutory Holidays/vacation days will be reconciled.

26-2.04. Statutory Holidays shall be bid in conjunction with vacation as described below.

26-2.05. Statutory Holiday entitlements for Reduced Block Pilots are outlined in [SECTION 36 - REDUCED BLOCK PROGRAM](#).

26-3. VACATION CREDIT VALUE

26-3.01. One (1) vacation day/Statutory Holiday will be credited at four-point five (4.5) Credit Hours.

26-4. VACATION/STATUTORY HOLIDAY BIDDING AND AWARDS

26-4.01. Vacation/Statutory Holiday bidding is done via a silent point bidding system. New points are provided each year to a Pilot prior to the opening round of vacation/Statutory Holiday bidding. Pilots will receive:

- a) One (1) point for every completed year of service;
- b) One (1) point per day of vacation allotment; and,
- c) One (1) point per Statutory Holiday.

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

26-4.02. Bid rounds occur in the following order:

- a) bid round #1;
- b) bid round #2; and,
- c) random bid round.

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

26-4.03. Bidding will be done online via the Company's computerized vacation/Statutory Holiday bidding tool. Vacation/Statutory Holidays will be published in five (5) day blocks. Pilots bid on blocks of vacation/Statutory Holidays using the total amount of vacation and Statutory Holidays allotted. When making a bid, a Pilot must specify a point value for each block they desire to bid on, but not less than one (1) point. A Pilot may not bid all allotted points on one (1) block of time. One (1) point must remain for each block of vacation and Statutory Holidays allotted.

26-4.04. Once a bid round has closed, the bidding system will assess all bids made and allocate vacation/Statutory Holidays according to the rules below:

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

- d) For blocks with one (1) spot available and two (2) or more bidders, the system will award the vacation to the highest bidder and deduct points based on the number of points the next highest bidder bid plus one (1), from their total point allotment.
- e) In instances where the points bid is the same, the system will randomly award the block in all scenarios above.

26-4.05. After all bid rounds have closed and vacation has been awarded to all successful bidders, a Pilot who has not bid or was not successful in their bid will be randomly awarded vacation based on which blocks are still available. For each random award, the Pilot is deducted one (1) point. Any Pilot who has partial blocks (e.g. new hires) which have not been awarded will be randomly awarded days of time off. These awards are made with no point deduction from the Pilot.

26-4.06. Following each bid round, the awards are published through the bidding system so that a Pilot may see if their bids were successful. If the Pilot was not successful in bid rounds #1 or #2, points which were bid and not used are given back to them to use in subsequent bid rounds or to carry forward from one (1) year to the next. All vacation/Statutory Holiday awards will be made and the Pilot concerned notified no later than October 31 of each calendar year.

26-4.07. Requests to change vacation/Statutory Holiday blocks awarded during the bidding process are made directly to the Crew Planning department via email, after all bid rounds have closed and all vacation/Statutory Holiday blocks have been awarded. Crew Planning will assess the blocks remaining and may grant the request to move the blocks based on operational requirements and on a first-come-first serve basis. Such requests will not be unreasonably denied. No adjustments to carry over points are made as a result of any vacation re-scheduled outside of the bidding system.

26-4.08. Requests to trade vacation/Statutory Holiday blocks will be made to the Crew Planning department via email after all bid rounds have closed. A Pilot may request to trade a full five (5) day block for another full five (5) day block with a Pilot who is in the same Position (e.g. YYC 737 Captain may only trade with another YYC 737 Captain). For clarity, trade requests must occur no later than sixty (60) calendar days prior to the date of the first block of vacation being traded. Such requests will not be unreasonably denied.

26-4.09. A Pilot hired after bidding has completed and who requires vacation/Statutory Holidays to be scheduled in the following calendar year will request their preferred vacation/Statutory Holiday time directly to Crew Planning. Blocks and/or Partial blocks will be granted based on availability on a first come first serve basis.

26-5. VACATION/STATUTORY HOLIDAYS TRANSFER WITH RANK, PERMANENT BASE, OR TYPE CHANGE

26-5.01. In the event a Pilot's rank, Permanent Base or aircraft type changes, the Pilot's awarded vacation will transfer with them as they move to their new Position unless such a transfer is not feasible due to operational requirements. In such an event, the Pilot shall be contacted as soon as possible in order to reschedule any affected vacation.

26-6. VACATION/STATUTORY HOLIDAYS AND GUARANTEED DAY OFF (GDO)

26-6.01. One (1) vacation block will consist of five (5) vacation days and/or Statutory Holidays.

26-6.02. Should a Pilot choose, up to two (2) GDOs shall be granted to them to attach to each of their awarded vacation blocks. The GDOs can be placed either before, after; or, on either side of each vacation block. These GDOs will be unpaid and have no Credits attached.

26-7. SPECIAL DAY(S) OFF (SDO)

26-7.01. It is recognized that events occur in a Pilot's life where their attendance is crucial. In order to address such a requirement, a Pilot may request (a) SDO(s). Such requests are limited to once per calendar year to a maximum of four (4) consecutive unpaid days and shall be made to the Chief Pilot, Crew Management, or designate, at least sixty (60) days in advance of the date of the event. Such requests will not be unreasonably denied.

26-8. VACATION RECONCILIATION

26-8.01. Except as otherwise provided in this Agreement, A Pilot who is on sick leave, who transitions from sick leave to STD/LTD or Workers Compensation Benefits (WCB), or any other leave and who has vacation/Statutory days previously earned but not used, will have those days either reassigned as a new vacation/Statutory period upon their return to duty, or, paid out to the Pilot during the Company end of year reconciliation process.

26-8.02. A Pilot who, as a result of a leave, has taken more vacation than they earned shall, upon the Company end of year reconciliation process, have the option to reimburse the overage either in a lump sum or through Company payroll deduction as per [SECTION 21 - PAY AND COMPENSATION](#).

27 – SICK LEAVE

27-1. GENERAL

27-1.01. Sickness is defined as illness of a Pilot and includes injuries received while off duty.

27-1.02. When a Pilot is unable to report for duty due to sickness, Crew Scheduling must be notified by phone as soon as possible.

27-1.03. No Pilot shall be required to provide a doctor's certificate except where the period of sick leave is three (3) consecutive calendar days or more, or the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than fifteen (15) calendar days after the Pilot's return to work.

27-1.04. The cost of a doctor's certificate as per 27-1.03 will be borne by the Company provided proper proof of payment has been submitted.

27-1.05. All benefits and entitlements in this Agreement shall continue to accrue while on sick leave, until such time as the Pilot is approved for transition to Short Term Disability (STD). Should a Pilot be approved for STD, refer to [SECTION 23 - BENEFITS](#).

27-2. SICK LEAVE CREDIT

27-2.01. Each Active Pilot shall be provided with fifty-four (54) Credit Hours of sick leave per calendar year, effective January 1. For a new hire Pilot, the fifty-four (54) Credit Hours will be prorated from the date of hire to the end of the calendar year. Employees hired before the 16th of the month shall receive credit for that month.

27-2.02. Sick leave Credit(s) shall carry over to the following calendar year. The maximum banked sick leave hours will be one hundred and twenty (120) hours.

27-2.03. Should a Pilot be unable to perform their duties due to sickness, the Pilot shall be credited for their originally assigned Credit Hours up to the maximum of their sick leave bank. Sick leave bank credits will not be paid for any Overtime assignments not completed, nor will sick leave Credits be deducted from a Pilot's sick leave bank.

27-2.04. A Pilot who is on STD or LTD shall retain their current sick leave bank Credits but shall not accrue additional Credits while on STD or LTD.

27-3. SHORT TERM DISABILITY APPLICATION

27-3.01. After seven (7) continuous calendar days of sickness for the same illness or injury, a Pilot will apply for STD subject to the provisions of the STD plan.

27-4. RETURN TO DUTY FROM SICK LEAVE

27-4.01. When a Pilot advises Crew Scheduling that they are fit to return to duty from sick leave, the Pilot shall be subject to assignment of duty in accordance with [SECTION 9 - HOURS OF SERVICE](#).

28 – LEAVES OF ABSENCE

28-1. GENERAL

28-1.01. Unless otherwise specified in this Agreement, a Pilot on a leave of absence shall retain and continue to accrue Seniority.

28-2. PERSONAL LEAVE OF ABSENCE (PLOA)

28-2.01. A Pilot may request an unpaid Personal Leave of Absence (PLOA), for a period of up to six (6) months, by providing written request to the Chief Pilot - Crew Management. Except for circumstances beyond the control of the Pilot, such request must be submitted at least four (4) weeks in advance of the desired commencement date and shall include the requested commencement date, duration and reason for the request. The Company may grant the PLOA if it is for good reason and does not unduly interfere with operations.

28-2.02. A Pilot who is on a PLOA shall have the option to maintain health, dental, STD/LTD, employee/spouse optional life, employee/dependent life and AD&D benefits for ninety (90) calendar days following the commencement date of the PLOA as if they were in an Active status. The foregoing will be subject to the terms and conditions of the benefits plan as per [SECTION 23 - BENEFITS](#).

28-2.03. A Pilot may exercise their bidding rights while on a PLOA; however, if they are a successful bidder they must return from their PLOA for training on the date specified by the Company.

28-2.04. Should a PLOA extend into a new calendar year, a Pilot shall be paid out the difference between any earned vacation and/or statutory holidays and any vacation and or statutory holidays which were taken during the previous calendar year.

28-2.05. A Pilot on a PLOA shall have travel privileges in accordance with the Company Travel Privileges Policy.

28-3. MATERNITY AND/OR PARENTAL LEAVE

28-3.01. Pilots are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the *Canada Labour Code*.

28-3.02. Upon the Pilot's request, the Company shall provide a pregnant Pilot with a maternity uniform.

28-3.03. A Pilot requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Pilot desires to start the leave and the requested duration of the leave. Unless there is a valid reason for not doing so, this notice shall be given at least four (4) weeks in advance of the Pilot's anticipated departure date and shall be accompanied by a medical certificate from the attending physician stating the expected delivery date.

28-3.04. Notwithstanding 28-3.03 above, the leave may end earlier at the written request of the Pilot upon providing the Company at least four (4) weeks' notice in advance of the requested return to work date unless there is a valid reason why the notice cannot be given, in which case the Pilot shall provide the Company with notice in writing as soon as possible.

28-3.05. A Pilot who wishes to continue parental care beyond the scope of the parental leave described in this section may request a PLOA in accordance with 28-2.01 above.

28-3.06. During a period of maternity or parental leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue Length of Service and Seniority as per 28-1.01 above; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

28-4. JURY DUTY LEAVE

28-4.01. A Pilot who is summoned for jury duty will provide a copy of the jury duty notice to the Chief Pilot - Crew Management or designate as far as possible in advance of the scheduled jury duty. The Chief Pilot - Crew Management or designate shall be notified by the Pilot immediately after release from jury duty in order that the Pilot may return to active duty. A Pilot will be pay protected, at straight-time rates, for each jury duty day falling on a scheduled Duty Period. A Pilot must provide the Chief Pilot - Crew Management or designate documentation from the court showing the dates and times the jury duty was served.

28-4.02. During a jury duty leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue Length of Service and Seniority as per 28-1.01 above; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

28-5. COURT APPEARANCE LEAVE

28-5.01. If a Pilot receives a summons or a subpoena to appear in court (provided it is for something related to their discharge of duties with the Company), they shall be removed from the schedule and shall be granted leave with pay. A Pilot who is summoned or is subpoenaed to appear in court and wishes to be released from work will provide a copy of the summons or subpoena to the Chief Pilot - Crew Management or designate as soon as possible.

28-5.02. During a Court Appearance leave, the Pilot shall:

- a) Maintain all active health/dental/vision/life/disability benefits provided under and in accordance with Company benefit plans;
- b) Continue to accrue Length of Service and Seniority as per 28-1.01 above; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

28-5.03. If a Pilot receives a summons or subpoena to appear in court for something unrelated to their employment at the Company, they shall be removed from the schedule and granted leave without pay unless they are able to either trade a conflicting Pairing or move their court date.

28-5.04. The provisions of 28-5.01 and 28-5.02 will not apply in circumstances where the Company is engaged in court proceedings against a Pilot for any matters outside the provisions of [SECTION 33 - DISCIPLINE / DISMISSAL](#).

28-6. BEREAVEMENT LEAVE

28-6.01. On the occasion of a death as outlined in 28-6.02, the Pilot shall advise the Chief Pilot - Crew Management or designate, of the requirement for time off for bereavement.

28-6.02. A Pilot shall be entitled to paid time off from work under the following provisions:

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

28-6.03. For purposes of pay reconciliation, a Pilot will be pay protected for the actual scheduled credited hours they are absent due to bereavement leave.

28-7. RETURN TO SERVICE

28-7.01. A Pilot shall coordinate their return to service with the Chief Pilot - Crew Management. If no training is required, the Company will return the Pilot to duty immediately. If training is required, the Pilot will be scheduled for the next available training class and the Pilot will be returned to pay status on the day they commence the required training.

29 – WORKPLACE INJURY OR ILLNESS

29-1. GENERAL

29-1.01. While engaged in Company operations, a Pilot who sustains a workplace injury or illness shall receive appropriate medical treatment. Any required medical expenses in excess of the benefit of the health care plan shall be borne by the Company. Unless restricted from travel by a medical practitioner, the Pilot shall be returned by the Company to their Domicile, or at the Pilot's option, to their Permanent Base. In such cases, all reasonable travel and hotel costs will be paid for and arranged by the Company. If the Pilot is restricted from travel by a medical practitioner, the cost of a hotel room and appropriate MCR in excess of coverage provided by the health care plan shall be borne by the Company until the Pilot is able to travel.

29-1.02. Should a Pilot become injured while engaged in Company operations and the Pilot is subsequently qualified for and receiving Worker's Compensation Benefits (WCB), the Company agrees to top up the Pilot where applicable, to the amount and duration of Short-Term Disability (STD) benefits as provided under [SECTION 23 - BENEFITS](#).

30 – MEDICAL EXAMINATIONS

30-1. TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS

30-1.01. The medical standards required by the Company to be maintained for continued employment as a Pilot shall be no more restrictive than those standards set forth in the Transport Canada regulations required to maintain an Airline Transport Pilot License (ATPL), including any waiver policies adopted by Transport Canada.

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

30-1.03. Upon successful completion of a medical examination for the renewal of a Transport Canada Medical Certificate, the Pilot shall be responsible for providing a copy of their validated Medical Certificate to Crew Training in accordance with the Company Operating Manual.

30-1.04. Any information obtained by, or as a result of, a Transport Canada medical examination, with the exception of medically based restrictions and/or limitations, shall be strictly confidential between the CAME and the Pilot and shall not be divulged to any other person without the express written consent of the Pilot. In the event of a Transport Canada medical examination that results in the issuance of a Transport Canada Medical Certificate with medically based restrictions and/or limitations, the Company may require reasonable additional information.

30-2. COMPANY REQUIRED MEDICAL EXAMINATIONS

30-2.01. A Pilot shall be required to undergo an examination by a Civil Aviation Medical Examiner (CAME) of the Company's choosing to determine whether the Pilot is medically qualified to perform their duties if the Company has reasonable cause to question the Pilot's ability or inability to perform their duties. Nothing in this Agreement shall preclude a CAME from exercising their discretion to refer to any other medical professional, specialist or otherwise.

30-2.02. The Company shall provide a letter to the Pilot with the reason(s) for the examination request.

30-2.03. An Active Pilot who is required to undergo a medical examination pursuant to 30-2.01 above shall be held out of service with no loss of pay up to and including the receipt of the medical findings report from said examination. If a Pilot is found to be unfit, they will be placed on sick leave in accordance with [SECTION 27 - SICK LEAVE](#).

30-2.04. The cost of any examination required by the Company shall be paid by the Company (to include expenses in accordance with [SECTION 24 – EXPENSES](#) when a Pilot is required to travel outside their Permanent Base to accomplish examinations or testing).

30-2.05. Any Pilot who disagrees with the findings of the Company's chosen CAME in 30-2.01 above, may, at their option, have a review of their case in the following manner:

- a) The Pilot may employ a qualified CAME of their own choosing and at their own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the CAME in 30-2.01.
- b) A copy of the findings of the CAME chosen by the Pilot will be furnished to the Company's chosen CAME, and in the event that such findings verify the findings of the Company's chosen CAME in accordance with 30-2.01, above, no further medical review of the case will be afforded.
- c) In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the CAME designated by the Company, the Company will, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third and independent Medical Examiner, preferably a specialist, provided the Pilot makes such request within seven (7) calendar days of being notified of the Pilot's CAME's determination. If a Pilot does not request a third independent medical examination within seven (7) calendar days of issuance of the findings of the CAME in 30-2.05(a), the findings of the CAME in 30-2.01 will stand.
- d) The case will be settled on the basis of the findings of the independent Medical Examiner.
- e) The expense of employing the independent medical examiner will be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of such Medical Examiner's report will be furnished to the Company and to the Pilot.
- f) When an Active Pilot is removed from flying status by the Company as a result of their failure to pass the Company's medical examination and appeals such action under the provisions of this Section, they will, if such action is proved to be unwarranted, be paid retroactively for all time lost in an amount which they would have ordinarily earned had they continued on flight status during such period providing the Pilot obtains the conflicting CAME's report, under Section 30-2.05(c), within a reasonable time after issuance of the Company CAME's report.
- g) If the Pilot requests the third independent medical examination and the examination determines that the Pilot is not fit for duty, the Pilot will be returned to their prior inactive status.
- h) If through this process the results of the third independent medical examination determine the Pilot is fit for duty, the Pilot shall be expected to report for duty as provided for in [SECTION 8 – SCHEDULING](#). Failure to report for duty may result in disciplinary action, up and to including the cessation of employment.

31 – MISSING AND INTERNMENT

31-1. MISSING/INTERNMENT/HOSTAGE/PRISONER OF WAR

31-1.01. If the Company operates into an area where there is a known war or terrorism and the Pilot is killed as a result of war or terrorism, the Company will provide a death benefit (“Death Benefit”) to the Pilot’s designated beneficiary in the amount of one million (\$1,000,000) Canadian Dollars to be paid in the form of a lump sum less any applicable withholdings or deductions under the following conditions:

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

31-1.02. Any Pilot who, while engaged in the Company’s operations (to include any time spent on a layover away from a Pilot’s base) is reported missing shall be entitled to the continuance of all pay, benefits, Seniority and applicable travel privileges under this Agreement or any applicable Company policy as may be amended from time to time by the Company until the earlier of the time that: (i) they are determined to be fit for duty, (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction; or, twenty-four (24) months following the date they went missing.

31-1.03. Any Pilot who, while engaged in the Company operations (to include any time spent on a layover away from a Pilot’s base), is interned, captured, held as a hostage or as a prisoner of war or terrorism, shall be entitled to the continuance of all pay, benefits, Seniority, and applicable travel privileges under this Agreement or any applicable Company policy as may be amended from time to time by the Company, until the earlier of the time that: (i) they are determined to be fit for duty, (ii) their death is established in fact, or, (iii) their death is deemed by a competent court of appropriate jurisdiction.

31-1.04. Any Pilot who is subject to the conditions in 31-1.02 shall be entitled to all pay and benefits continuation applicable to an active Pilot. Pay shall be the applicable monthly pay guarantee.

31-1.05. Any payments shall be credited to the Pilot and disbursed in accordance with their written directions in accordance with applicable law. The Company shall require such written directions from each Pilot using the form set out in 31-2 - **DESIGNATION OF BENEFICIARY LETTER**.

31-1.06. Should a Pilot not have completed the Designation of Beneficiary Letter in this Section, any pay due to the Pilot under this Section shall be held by the Company for any such Pilot in an interest-bearing account in the Pilot's name. In the event the Pilot's death is established in fact or deemed by a competent court of appropriate jurisdiction or at the end of the twenty-four (24) month period in 31-1.02 above if applicable, all monies shall be paid to the legal representative of their estate subject to all applicable law.

31-1.07. Any amounts paid by the Company that are credited to the account of a Pilot or paid to their beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.

31-1.08. Pilots shall maintain and continue to accrue Seniority for all purposes, during any period applicable in accordance with 31-1.02 and 31-1.03 above. A Pilot's return shall be governed as if they had been on a Leave of Absence in accordance with [SECTION 28 - LEAVES OF ABSENCE](#).

31-1.09. The pay, benefits, Seniority, and applicable travel privileges provided for in this section shall not apply to any Pilot whose willful misconduct or gross negligence caused them to be missing, interned, captured, held as a hostage or as a prisoner of war or terrorism, and results in their unavailability for duty.

31-1.10. Should the Company decide not to provide the pay, benefits, Seniority and applicable travel privileges under this section to a Pilot, the Company will provide the reason(s) for its decision to the Association. The Association may refer the matter to expedited arbitration.

31-1.11. Notwithstanding the above, the Company shall only pay the difference between the payment provided for in this section and the amount of any pay provided for under legislation respecting persons who are reported missing, or interned, captured, held as a hostage or as a prisoner of war or terrorism.

31-2 DESIGNATION OF BENEFICIARY

To: WestJet, an Alberta Partnership.

DATE: _____

You are hereby directed to pay all monthly pay allowable to me, while missing, interned, captured, held as a hostage or as prisoner of war or terrorism, under the terms of SECTION 31 - **MISSING AND INTERNMENT** of the Collective Agreement or any subsequent specific agreement between WestJet, an Alberta Partnership, and the Airline Pilots in the service of WestJet, an Alberta Partnership, as represented by the Air Line Pilots Association as follows:

_____ % per month to _____
Name

Address

as long as living.

_____ % per month to _____
Name

Address

as long as living.

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

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

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

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

The above two paragraphs do not affect the ability of myself or the Association on my behalf to grieve whether payments have been made in accordance with this direction or SECTION 31 - **MISSING AND INTERNMENT**.

Pilot's Signature

32 – MISCELLANEOUS / LEGAL

32-1. DEFENSE

32-1.01. The Company shall hold harmless, indemnify and provide legal counsel for any Pilot in the employ of the Company if they are named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Pilot occurring during the performance of any required or requested duties in the service of the Company, provided the Pilot is acting within the course and scope of such duties. This provision shall not apply to proceedings initiated by the Company directly against the Pilot or to acts or omissions that are the result of willful misconduct or gross negligence.

32-2. INSURANCE

32-2.01. The Company shall maintain policies of insurance covering airline liability, to include war and terrorism risks and to the extent that such risks are normally insured in the airline industry. Such policies of insurance shall include a definition of “insured” that includes an employee. Each of the insured under the policies will be considered as a separate person or organization, with the intention being to protect each person or organization as if a separate policy had been issued to each Pilot.

32-3. AIRCRAFT OR EQUIPMENT DAMAGE

32-3.01. No Pilot shall be required to pay damage costs of aircraft or equipment damaged in the performance of their duties.

32-4. PILOT FILES

32-4.01. All files in the personnel file kept by or on behalf of the Company on a Pilot shall, at the Pilot’s request, be made available for the Pilot’s examination in a timely manner in the presence of a member of management.

32-4.02. If the Pilot chooses to respond to any material(s) in their file(s), the response(s) shall be kept in their personnel file with the material to which it refers.

32-5. RESTRICTED AREA IDENTIFICATION CARD (RAIC)

32-5.01. Where a Pilot’s security clearance or RAIC is suspended, revoked, or denied renewal, the Association and the Company may reasonably assist the Pilot in attempting to obtain the re-issue of the security clearance or RAIC.

32-6. PILOT PROFESSIONAL FLYING

32-6.01. Professional flying shall be defined as acting as a flight crew member while flying an aircraft for remuneration.

32-6.02. This Agreement contemplates that all Pilots shall devote their entire professional flying service to the Company unless Company approval is granted. Requests will be considered on a case by case basis and will be reviewed based on the nature of the request and operational and business requirements. This approval shall not be unreasonably withheld.

33 – DISCIPLINE/DISMISSAL

33-1. JUST CAUSE

33-1.01. A Pilot who has completed their probationary period will not be disciplined or dismissed without just cause.

33-2. HELD OUT OF SERVICE PENDING INVESTIGATION

33-2.01. Where disciplinary or dismissal action is contemplated, the Pilot involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits or Seniority, to provide the Company with sufficient time to investigate.

33-2.02. No later than twenty-four (24) hours after notifying a Pilot that they are to be held out of service pending investigation, the Company will advise the Pilot of the reason for the Company's decision to hold the Pilot out of service.

33-2.03. During the period a Pilot is held out of service, the Pilot shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.

33-2.04. A Pilot who is held out of service pending investigation shall be entitled to bid for Vacancies, monthly schedules and vacations so that if and when returned to duty, the Pilot shall resume their duties to which the Pilot is entitled.

33-3. NOTIFICATION OF ALLEGATIONS

33-3.01. Except where doing so may reasonably compromise the investigation, prior to any investigative meeting which may result in discipline or dismissal, the Company shall advise a Pilot who is the subject of an investigation of the general nature of the allegation(s) made against the Pilot.

33-4. INVESTIGATIVE MEETINGS

33-4.01. Any investigative meeting or hearing shall be held at the Pilot's Base unless the Company determines that circumstances warrant a different location. Investigative meetings that may result in discipline or dismissal shall be held in person unless the Company and Association agree otherwise.

33-4.02. The Pilot who is the subject of an investigation which may result in discipline or dismissal may request the presence of an Association representative. During any investigation which may result in discipline or dismissal, the Company recognizes the right of the Association to represent the Pilot who is the subject of the investigation should the Pilot elect representation by the Association. The Association shall make every reasonable effort to have an Association representative available for an investigative meeting. Should an Association representative not be reasonably available for the investigative meeting scheduled by the Company, the Company will consider in good faith any reasonable request by the Association for an extension to obtain one. Any Association request for an extension will not be unreasonably denied. Any rights to Association representation pursuant to this paragraph shall not apply to the scheduling and administration of any drug or alcohol testing. However, the foregoing does not preclude representation subsequent to such testing.

33-4.03. If the investigative meeting is held during a Pilot's Duty Period, no additional pay or benefits shall be paid for such attendance.

33-4.04. If the investigative meeting is held on a Pilot's Day Off, the Pilot shall receive three (3.0) Credit Hours.

33-5. FINDINGS

33-5.01. Once the investigation is complete, the Company will notify the Pilot of the outcome.

33-5.02. When disciplinary action or dismissal is taken, the Pilot will be so notified in writing, with a copy to the Association, stating the reason(s) for and the actions to be taken.

33-6. DISCIPLINARY DOCUMENTS

33-6.01. Discipline will remain for twenty-four (24) months of active employment from the date of issuance. The Company shall not rely on any previous discipline after twenty-four (24) months from the date of issuance for any further discipline provided there has been no reoccurrence of a similar infraction.

33-7. FILING OF A GRIEVANCE

33-7.01. A Pilot who has been disciplined or dismissed may file a grievance in accordance with [SECTION 34 - GRIEVANCE](#).

33-8. NON-DISCIPLINARY CORRECTIVE ACTION

33-8.01. Notwithstanding any other provision in this section above, the Company may use non-disciplinary Letters of Expectation to correct a Pilot's conduct.

34 – GRIEVANCE

34-1. INITIATION

34-1.01. “Grievance” in this Section and throughout this Agreement means a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement.

34-1.02. Either the Company or the Association may file a grievance pursuant to this Section.

34-1.03. Prior to filing a grievance, a Pilot having a complaint shall first discuss such complaint with the appropriate base Chief Pilot, who shall make every effort to promptly resolve the complaint.

34-1.04. The Company shall not be required to consider any grievance which has not been filed within thirty (30) calendar days after the Pilot(s) became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute.

34-1.05. A Pilot who has a grievance (“individual grievance”) or a group of Pilots having a grievance dealing with the same issue (“group grievance”), shall deal with the grievance in accordance with 34-2 through 34-4 below.

34-1.06. A grievance arising directly between the Company and the Association (which could not be grieved by an individual employee) shall be initiated by either the Company (“Company grievance”) or the Association (“policy grievance”) at **STEP TWO** below.

34-1.07. A grievance concerning the dismissal of a Pilot may be initiated at **STEP TWO**.

34-1.08. Grievances shall be in writing to the base Chief Pilot and the People Relations designate and include the following:

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

34-1.09. The Company, the Association, a Pilot, or a group of Pilots, may submit a grievance on any matter concerning this Agreement without discrimination, reprisal, or the threat thereof, for doing so.

34-2. GRIEVANCE PROCEDURE

34-2.01. If a grievance is not submitted to the next step by the Association within the prescribed time-limits, the grievance will be deemed abandoned. If the Company does not hold a grievance hearing or issue a written reply to a grievance within the prescribed time-limits, the grievance will proceed to the next step of the grievance procedure. The time-limits may be waived, combined or extended only by mutual written agreement of the Company and the Association.

34-2.02. **STEP ONE:**

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

34-2.03. **STEP TWO:**

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

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

34-2.04. **STEP THREE:**

If any grievance is not settled in accordance with the grievance procedures, then such grievance may be referred by the Association or the Company to Arbitration, in accordance with [SECTION 35 - ARBITRATION](#).

34-2.05. The notice of intention to proceed to arbitration:

- a) by the Association, shall be made in writing to the Vice President, Flight Operations, or designate, and the Vice President-Employee and Labour Relations, and designated People Relations representative within thirty (30) calendar days of the decision at **STEP TWO**, or within thirty (30) calendar days of the receipt of the decision, or the date the decision should have been received.
- b) by the Company, shall be made in writing to the MEC Chair, or designate, within thirty (30) calendar days of the decision at **STEP TWO**, or within thirty (30) calendar days of the receipt of the decision, or the date the decision should have been received.

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

34-3. GRIEVOR'S RIGHTS/ASSOCIATION REPRESENTATION

34-3.01. At any grievance hearing, the grievor(s) shall have the right to be represented by the Association.

34-3.02. A Pilot acting as a grievor shall be credited in accordance with their regular scheduled duty when appearing on a scheduled work day.

34-4. GRIEVANCE MEETINGS

34-4.01. A Pilot requested by the Company to attend a grievance meeting on a scheduled work day shall be given time off and credited in accordance with their regular scheduled duty. A Pilot requested by the Company to attend a grievance meeting on a Day Off shall receive three (3) Credit Hours.

34-4.02. All meetings shall be held in person at a location determined by the Company unless otherwise agreed to by the Company and the Association.

35 – ARBITRATION

35-1. ARBITRATION PROCESS

35-1.01. Pursuant to [SECTION 34-2.03 \(STEP THREE\)](#) of the Collective Agreement, when a notice of intent to proceed to arbitration is issued, the parties shall jointly select an arbitrator within fourteen (14) days. In the event that the Association and the Company are not able to come to an agreement on selection of an arbitrator, the process will proceed in accordance with the law as specified in the Canada Labour Code.

35-1.02. Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving the dispute.

35-1.03. Notwithstanding the above, any grievance pursuant to [SECTION 31-1.10 - MISSING AND INTERNMENT](#) may be referred by the Association directly to expedited arbitration by the following procedure: within seven (7) calendar days of the Association's referral of the grievance to arbitration, the Parties agree to select an arbitrator who is available to hear the grievance as soon as practicable. The remainder of the provisions of this Section: 35-2 to 35-6 apply.

35-2. ARBITRATOR'S JURISDICTION

35-2.01. The arbitrator shall be vested with the powers conferred under the *Canada Labour Code*.

35-2.02. The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Collective Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

35-3. ARBITRATION EXPENSES

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

35-4. ASSOCIATION WITNESS(ES) AND REPRESENTATIVE(S)

35-4.01. At any hearing(s) held throughout the arbitration procedures, all Association witnesses and representatives who are employees of the Company shall be given time off without pay subject to the requirements of service.

35-5. ARBITRATOR'S DECISION

35-5.01. The decision of the arbitrator shall be binding on all parties.

36 – REDUCED BLOCK PROGRAM (RBP)

36-1. GENERAL

36-1.01. All provisions of this Agreement will apply to RBP Pilots unless exceptions are specified in this Section.

36-2. NUMBER OF PARTICIPANTS IN THE RBP

36-2.01. With the exception of Positions which are grand-parented into the RBP pursuant to 36-3.01 below, the number of RBP Positions offered to the Pilot group shall be determined by the Company.

36-2.02. For clarification the number of RBP Positions shall be no less than seventy-six (76). Pilots may bid into the RBP when one of these Positions becomes vacant in conjunction with the next scheduled Vacancy bid.

36-3. ELIGIBILITY

36-3.01. A Pilot who, on the effective date of this Agreement holds a Position in the former “*Part Time Pilot Program*” shall be grand-parented into the RBP under the provisions of this section. A Pilot under this provision will not be subject to the one (1) year limitation in 36-3.03 below.

36-3.02. Notwithstanding 36-3.01 above, a Pilot may apply for entry into the RBP. A Pilot who wishes to participate in the RBP must apply to the Chief Pilot, Crew Management a minimum of sixty (60) calendar days prior to their desired date of transition to the RBP. This application will be reviewed and is subject to approval by the Company.

36-3.03. An approved Pilot will be required to remain in the RBP for a minimum of one (1) calendar year. This minimum commitment may be altered by mutual agreement between the Parties.

36-4. REDUCED BLOCK SCHEDULING WINDOW

36-4.01. The scheduling window for Pilots in the RBP shall be from fifty (50) to sixty-five (65) Credit Hours per Monthly Scheduling Period.

36-4.02. Pilots in the RBP shall be scheduled a maximum of ten (10) days per Monthly Scheduling Period.

36-4.03. Notwithstanding 36-4.02 above, Pilots in the RBP may be scheduled a maximum of fourteen (14) days per Monthly Scheduling Period up to five (5) Monthly Scheduling Periods per Calendar Year.

- a) Individual RBP Pilots will not be scheduled for a flex window for both July and August in the same calendar year;
- b) A specific Position or a Base will not be scheduled for more than three (3) increased flex windows in a row; and,
- c) If an RBP Pilot is to be flexed, they will be notified by the Company prior to the closing of the bid for the Monthly Scheduling Period in question.

36-5. MINIMUM SCHEDULING PERIOD GUARANTEE

36-5.01. The Minimum Monthly Guarantee for a Pilot in the RBP shall be fifty (50) Credit Hours per Monthly Scheduling Period.

36-6. RETURN TO A FULL BLOCK POSITION

36-6.01. Provided a Pilot has satisfied the provision of 36-3.03 above, a Pilot participating in the RBP who wishes to once again become a full-Block Pilot will need to put in a Preferential Standing Bid (PSB). If awarded a full-Block Position, it will become effective on the date stipulated in the PSB. RBP First Officers who are upgrading to Captain will transition to full-Block status on the date stipulated in the PSB award.

36-6.02. Should an RBP Pilot who has transitioned to a full-Block Position wish to return to the RBP, they would have to apply again pursuant to 36-3.02 above.

36-7. RESERVE / OPERATIONAL COVERAGE DAYS (OCD) PROVISIONS

36-7.01. A Pilot in the RBP may have up to one (1) block of five (5) OCD days assigned within their scheduling window. A Pilot in the RBP may volunteer for more OCD days as part of their monthly bid.

36-7.02. Upon implementation of reserve, a Pilot in the RBP may have up to one (1) block of five (5) reserve days assigned within their scheduling window. A Pilot in the RBP may volunteer for more reserve days as part of their monthly bid.

36-8. VACATION

36-8.01. An RBP Pilot's annual vacation allotment shall be as per [SECTION 26-1.02 - VACATION, STATUTORY HOLIDAYS AND SDO](#), subject to 36-8.03 below.

36-8.02. RBP Pilots will receive any accrued vacation pay in the following pay period. The rate at which vacation pay is accrued for an RBP Pilot shall be as follows:

VACATION TIME AVAILABLE	VACATION PAY PERCENTAGE
2 weeks per year	4%
3 weeks per year	6%
4 weeks per year	8%

36-8.03. One week of vacation for an RBP Pilot will consist of three (3) consecutive calendar days, two (2) assigned GDOs by Crew Planning and two (2) additional GDOs requested by the Pilot. These GDOs must be attached to each full week of assigned vacation.

36-8.04. In application of 36-8.01 above, a Pilot commencing the RBP who was already awarded a full vacation allotment, will inform Crew Planning of which vacation dates they desire to maintain.

36-9. STATUTORY HOLIDAYS

36-9.01. In accordance with the Canada Labour Code, a Pilot in the RBP:

- a) will be eligible for general holiday pay; and,
- b) shall receive pay at time and a half (1.5x) of their Hourly Base Rate for any work performed on a Statutory Holiday.

36-9.02. If a Pilot in the RBP transitions from a full-Block to a RBP Position during the calendar year, the only days eligible for four point five (4.5) Credit Hours are the Statutory days they earned while employed as a full-Block Pilot.

36-10. BENEFITS

36-10.01. Benefits for Pilots in the RBP will be as per [SECTION 23 - BENEFITS](#).

37 – DURATION

37-1. DURATION

37-1.01. This Agreement shall be effective from January 1, 2019 and shall continue in full force and effect until midnight on December 31, 2022.

37-1.02. This Agreement will renew itself without change for each succeeding year thereafter, unless written Notice to Bargain is served by either party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement.

LETTER OF UNDERSTANDING (LOU) No. 1 - PILOT RECOVERY PROGRAM (PRP)

**Between
The Pilots in the service of WestJet, an Alberta Partnership
As represented by the
Air Line Pilots Association, International (the "Association")
and
WestJet, an Alberta Partnership (the "Company")**

WHEREAS the Association and the Company jointly recognize that a safe, healthy, and supportive workplace is important in maintaining a healthy and productive workforce;

WHEREAS, the Association and the Company jointly recognize the importance of identifying and treating substance abuse and chemical dependency at its earliest stage;

AND WHEREAS the Association and the Company jointly recognize the Pilot Recovery Program ("PRP") as outlined in the PRP Manual and that a robust PRP is beneficial to both the Pilots and to the Company;

NOW THEREFORE the Association and the Company agree as follows:

1. The Company agrees to fully fund a PRP consistent with the foregoing principles.
2. Except as provided in Item 3 below, nothing in this Letter of Understanding shall otherwise restrict the Company's right to review on a case by case basis whether to refer a Pilot to the PRP.
3. A Pilot who discloses a substance use disorder prior to an alleged breach of Company policy or prior to alleged misconduct in the workplace, has the right to participate in the PRP process, including assessment without fear of any form of discipline, including termination as a result of such disclosure and participation.
4. In any other case, a Pilot's successful participation in the PRP shall not in and of itself form the basis of any form of discipline or retaliation, including termination.
5. Appropriate representatives from both the Company and the Association agree to attend any training program in substance abuse and chemical dependency that the Parties agree is of value to the PRP.
6. Should a Pilot require assistance with any substance abuse issue, the Company agrees to pay the reasonable charges for inpatient and outpatient substance abuse treatment of the Pilot through the PRP. This shall include confirmed online travel and accommodation for the Pilot and/or family members to travel to and from residential treatment as prescribed by the treatment centre.

7. A Pilot who is held out of service by the Company pending a PRP assessment shall be pay protected throughout the duration of the PRP assessment.
8. All Benefits as outlined in [SECTION 23 - BENEFITS](#) and all travel privileges pursuant to the Company Travel Privileges Policy shall continue for any Pilot and their eligible dependents/designates while they are participating in the PRP program.
9. The Parties commit to periodic review of the PRP Manual for the purposes of making any changes to the program as may be appropriate.
10. This LOU shall not be modified in any way without the written consent of both Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 1 this _____ day of _____, 2018 at Calgary, Alberta.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Scott Wilson
Vice President, Flight Operations

Captain Dave Colquhoun
WJA MEC Chair

LETTER OF UNDERSTANDING (LOU) NO. 2 - SWOOP

**between
WestJet, An Alberta Partnership ("WestJet")
and
Swoop Inc. ("Swoop")
and
Air Line Pilots Association ("ALPA")**

Swoop Terms & Conditions

***** THIS SECTION REMAINS UNDER REVIEW BY THE PARTIES *****

Preamble

Swoop, an Ultra-Low-Cost Carrier ("ULCC") which launched on June 20, 2018, is an affiliate of WestJet. As part of the negotiations between WestJet and ALPA, the parties agreed to a mediation/arbitration process pursuant to a settlement agreement dated May 25, 2018 ("Settlement Agreement") for the purposes of establishing a first collective agreement. Under the Settlement Agreement, the parties agreed that Swoop Pilots would be part of the WestJet Pilot bargaining unit represented by ALPA and in the interim award dated June 8, 2018, Swoop, Inc. formally recognized ALPA as the bargaining agent for its Pilots.

ULCC Joint Committee

A ULCC Joint Committee (JC) will be established to review and resolve issues that arise concerning the implementation of the terms and conditions governing Swoop. With recognition that the ULCC is a unique operating model, the requirement for committee members who work within the operating environment to be engaged is crucial to effective solutioning through the ULCC mindset.

The Joint Committee will be comprised of two Swoop Pilots (one Captain, one First Officer) and two Swoop management representatives, including the Chief Pilot.

Should the parties be unable to reach agreement on the implementation of the terms and conditions governing Swoop, the Arbitrator will remain seized.

Excluded WestJet Terms and Conditions

The terms and conditions set out in the collective agreement between WestJet and ALPA shall apply to Swoop Pilots unless a specific exception is expressly listed below.

References to "the Company" in such Sections and/or Subsections of the collective agreement between WestJet and ALPA that apply to Swoop are intended to refer to Swoop in place of WestJet.

References to "the/this Agreement" in such Sections and/or Subsections of the collective agreement between WestJet and ALPA that apply to Swoop are intended to refer to "the/this LOU" in replacement.

[TABLE IS UNDER REVIEW BY THE PARTIES]**

Section	Sub-Sections Not Applicable
Association Flight Release	1.02, 1.04, 3.01, 3.02, 4.01, 4.02, 4.03, 7.01, 7.02, 9.01, 9.02
Commuting/ACM	Entire Section Excluded
Benefits	Entire Section Excluded
Deadheading	1.02, 1.04, 1.05, 1.06, 2.01, 2.02, 2.03, 3.01, 4.01, 4.02, 4.03, 4.04, 5.01, 5.02
Discipline/Dismissal	4.04
Expenses	1.02, 1.03, 1.04, 6.01
Filling of Assignments	2.01, 2.03, 3.01
Grievances	4.01
Hours of Service	1.04d), 2.01, 2.02, 3.01, 3.02, 3.03, 3.05, 5.01 – 5.13, 6.01, 6.02, 8.03, 8.04, 9.01, 9.02, 10.02, 10.03, 11.02, 11.03, 12.01, 12.02
Hotels and Transportation	1.03, 1.04, 1.05, 1.06, 1.07, 6.01, 7.01, 7.02
Layoff and Recall	4.01, 4.02, 4.03, 5.02
Leaves of Absence	2.02, 2.03, 7.01, 7.02, 7.03, 7.04
Management & Supervisory Pilots	1.01, 1.03, 2.01, 3.01, 4.01, 4.03
Pilot Relocation	4.01- 4.06
Reduced Block Program	Entire Section Excluded
Pay and Compensation	1.01, 1.02, 1.03, 4.01, 5.01, 6.01, 7.01, 7.03, 7.04, 7.05, 8.01, 8.02, 8.03, 8.04, 9.01b), 10.01, 10.02, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 15.01, 15.02, 17.01
Preamble	1.01
Reserve	Entire Section Excluded
Scheduling Rules	1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 2.01, 2.02, 2.03, 2.04, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 5.01, 5.02, 5.03, 5.04, 6.01, 7.01, 8.01, 8.03, 8.05, 8.06, 8.07, 9.01, 9.02, 9.03, 11.01, 11.02, 12.01, 12.02, 12.03, 13.01, 14.01, 15.01, 16.0, 17.0
Scope	Entire Section Excluded except for 1-1.04

Seniority	5.01, 6.01e)
Sick Leave	Entire Section Excluded
Training & Training Pilots	11.02, 11.03
Uniforms	1.01, 1.02, 1.03, 1.04, 2.01, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06
Vacation & Statutory Holidays	2.01, 2.02, 2.03, 2.04, 2.05, 3.01, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 6.01, 7.01
Variable Compensation	Entire Section Excluded
Workplace Injury & Illness	1.02

Swoop Specific Terms and Conditions

1. Scope

- 1.1. Swoop is intended to service the market segment seeking ultra-low-cost air travel.
- 1.2. The mandate of Swoop is to support the strength, sustainability and growth of WestJet.
- 1.3. Swoop may operate a fleet of up to 30 narrowbody aircraft in revenue service without limitation.

2. Association Flight Release

- 2.1. The Association will inform Swoop with as much advanced notice as possible of its request to release Pilots for Association Flight Release.
- 2.2. Subject to operational requirements, Pilots may be approved for Association Flight Release.
- 2.3. ALPA will reimburse Swoop for all costs, including but not limited to wages, compensation and a 30% premium to cover benefits and administrative expense, associated with AFR within 30 days.
- 2.4. One day of AFR shall be credited at the equivalent of the MDPC for Swoop.
- 2.5. Should a Swoop Pilot hold the one (1) ALPA Canada Board elected position, such Pilot shall be allotted full AFR for each monthly bidding period they are in office. The monthly total Credit will be eighty-two point five (82.5) hours per Bid Period for the length of term in office.
- 2.6. ALPA shall reimburse Swoop for any ALPA Canada Board AFR and associated benefits in accordance with 2.3 above.
- 2.7. References to the “the MEC” or “MEC Chairman or his designee” in Association Flight Release shall refer to the WestJet MEC and WestJet MEC Chairman or designee. No separate position shall exist for Swoop.

3. Benefits

- 3.1. Pilots at Swoop shall receive an allotment of credits in a value equal to but no less than 4.8% of Pilot Base Salary for which they can use to select coverage under the benefit plan (“Benefit Allotment”).
- 3.2. Pilots at Swoop are required to contribute from their Benefit Allotment to mandatory minimum coverage for the following:
 - \$25,000 of Life Insurance – Employee

- Long-term disability insurance – subject to terms and conditions of the Swoop benefit plan
 - Emergency Medical Travel coverage
- All other benefits within the plan are optional.

3.3 Pilots at Swoop can use their remaining Benefit Allotment to select coverage from the following options:

- Drug Coverage
- Extended Health Care
- Vision Care
- Emergency Medical coverage
- Dental
- Long-term Disability (LTD)
- Life Insurance (employee, spouse, child)
- Accidental Death & Dismemberment Add-on (employee, spouse, child)
- Critical Illness Add-on (employee, spouse, child)
- Health Spending Account (HSA)
- Personal Spending Account (PSA)

3.4 Swoop Pilots shall receive coverage under the group benefits plan for Short-Term Disability in an amount no less than 65% of salary for a maximum of seventeen (17) weeks.

4. Deadheading

- 4.1. Deadheading will be compensated at fifty percent (50%) Credit Hours for actual duration inside the monthly scheduling window.
- 4.2. Pilots must deadhead in uniform, unless otherwise authorized.
- 4.3. For ground deadheads the total travel time must be a minimum of sixty (60) minutes to qualify for deadhead pay.
- 4.4. No Pilot-Initiated modification of deadheads will be permitted.
- 4.5. On all originally scheduled online Deadhead Flights with a scheduled duration greater than three (3) hours, a window or an aisle seat will be booked for Pilots.

5. Expenses

- 5.1. Pilots will receive a per diem/meal cost replacement (MCR) of \$3.40 CAD per hour.
- 5.2. Section 4.01 of Expenses shall apply however "Swoop will reimburse Pilots for the fees associated with a ten (10) year passport and passport photographs" not WestJet.
- 5.3. Section 7.01 of Expenses shall apply excluding "access to the Company approved automated trip trading system".

6. Filling of Assignments

- 6.1. New Hire Pilots assigned or Pilots voluntarily bidding into Swoop will be restricted from bidding out of Swoop for a period of twenty-four (24) months.
- 6.2. In the event that Swoop acquires another aircraft type, Pilots voluntarily bidding on a Position within Swoop will be restricted from bidding on to another aircraft type for a period of twenty-four (24) months.
- 6.3. A Permanent Assignments shall be considered any assignment that exists in any of the Permanent Bases identified in 6.9 below. Permanent Assignments shall be filled from a Pilot's Preferential Standing Bid in accordance with this Section.
- 6.4. Section 2.02 of Filling of Assignments shall apply with the temporary duty period being six (6) months.

- 6.5. Section 2.02 g) of Filling of Assignments shall apply with a period of more than six (6) consecutive months.
- 6.6. As of the effective date of this Agreement, Hamilton (YHM) and Edmonton (YEG) are recognized as Pilot Permanent Bases.
 - 6.6.1. Toronto (YYZ) is recognized as a Co-Permanent Base with Hamilton (YHM).
- 6.7. In Section 6.01, 7.07, 10.01, 10.02 and 10.03 of Filling of Assignments the PSB Association Representative referenced shall be the WestJet PSB Association Representative. No additional Representative for Swoop shall exist.

7. Hotel and Transport

- 7.1. Swoop will provide hotel accommodation and transportation as required by the operation.
- 7.2. The selection of hotel accommodations and transportation will be determined by Swoop on the basis of safety, cost and proximity.

8. Hours of Service

- 8.1. Unplanned arrivals on the last day of a pairing that end after 0159 into a Day Off, will receive an additional four (4) credit hours paid at the premium rate. Extensions into a non-Days Off day ("Grey Day") will be scheduling block growth.
- 8.2. The minimum monthly guarantee will not be protected for instances where a pairing or part of a pairing is dropped due to No Show, Unavailable, unapproved absence or an unpaid Sick/Emergency day.
- 8.3. When a Pilot needs to book off mid-pairing due to illness/injury, he must inform Crew Scheduling at the earliest possible opportunity to arrange a replacement Pilot. Pilots who are absent mid-pairing will be provided hotel accommodations in the city where they have booked off, if required. If the Pilot becomes fit to operate prior to the original pairing end time, the Pilot may at Swoop's discretion be reassigned or placed on reserve.
- 8.4. If a Pilot becomes absent mid-pairing due to illness/injury while away from his base, he may be positioned to his base once he advises Crew Scheduling he is fit to travel. A Pilot will not be provided additional compensation for a positioning flight to return to his base following an absence. A Pilot will continue to receive MCR until he is returned to his base.
- 8.5. Section 1.04c)i) of Hours of Service shall apply excluding the last sentence with reference to the "Scheduling Committee".
- 8.6. Section 4.03 of Hours of Service shall apply as outlined in the Swoop Maximum Days Worked Proration Tables in 16.11 and 16.12.
- 8.7. Reassignment
 - 8.7.1. Crew Scheduling may be required to modify an existing pairing to ensure adequate crew coverage during IROPs or for other unplanned crewing issues. It is essential that Flight Crews and crew schedulers work together in a spirit of mutual respect when schedule modifications occur.

Note: Crew Scheduling may contact a Pilot while on a layover to reassign them to an earlier report time. The Pilot must have had minimum crew rest prior to reassignment and is expected to make a reasonable attempt to accept the earlier report time.
 - 8.7.2. A delay to an assigned flight is not considered a reassignment.
- 8.8. Pairing Trades

- 8.8.1. Any Pairing trades must comply with the terms of this agreement and any legal or regulatory requirements. Pairing trades will be processed as time and resources permit and trades are restricted during the blocking period of the current month.
- 8.8.2. Pilots are permitted a maximum of two (2) approved Pairing trades per month.
- 8.8.3. Partial Pairing trades will not be permitted.
- 8.8.4. No trades will be permitted that would result in a Pilot exceeding the monthly overtime threshold. No trades will be permitted that will result in a Pilot dropping below the minimum monthly pay guarantee in that block month.
- 8.8.5. Both parties involved in the Pairing trade must contact Crew Scheduling, via email, prior to any scheduling changes. All trades requests must be submitted to Crew Scheduling a minimum of 48 hours prior to the check in of any pairing being traded.

9. Layoff and Recall

- 9.1. Section 1.05 Layoff and Recall shall apply excluding reference to the layoff pay provision in 4.01.

10. Leaves of Absence

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

11. Management Pilots

- 11.1. Management Pilots are Pilots on the WestJet Pilot Seniority List (PSL) that are excluded from the bargaining unit as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11139-U dated May 12, 2017 and its certification order 11359-U dated March 8, 2019. Management Pilots are classified as inactive for the purposes of bidding and shall not hold or bid on a Pilot Position except as provided for in Section _ - Filling of Assignments and Position Bids.
- 11.2. Pilots who accept a Management Pilot Position will maintain and continue to accrue seniority.
- 11.3. A Pilot may be displaced by a Management Pilot and will be subject to the reassignment language as per this LOU.
- 11.4. When a Pilot becomes a Management Pilot, he will continue to accrue years of service for the purpose of Vacation week allotment.
- 11.5. A Management Pilot who voluntarily returns to line flying shall forfeit the Vacation Blocks previously awarded and shall participate in the next round of bidding. The remaining Vacation allotment in the present year will be assigned by Crew Planning.

12. Pilot Relocation

- 12.1. For Pilots who are required to move by the Company, the Company will reimburse the Pilot's reasonable moving expenses up to a maximum of \$8000, contingent on the Pilot providing itemized receipts.
- 12.2. If a Pilot and their family require interim accommodations during the process of the required Company move, the Company shall provide a hotel room for a maximum duration of two (2) weeks.
- 12.3. Section 3.01 of Pilot Relocation shall apply excluding the reference to the Company Crew Member Relocation Policy.

13. Travel Privileges

13.1. Pilot travel privileges will be per the Swoop Travel Privileges Policy.

14. Pay

14.1. The following rates of pay will apply:

Swoop											
First Officer						Captain					
Steps	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	Steps	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
1	\$ 56.39	\$ 57.52	\$ 58.67	\$ 59.84	\$ 61.04	1	\$ 104.61	\$ 106.70	\$ 108.83	\$ 111.01	\$ 113.23
2	\$ 70.32	\$ 71.72	\$ 73.16	\$ 74.62	\$ 76.11	2	\$ 120.70	\$ 123.11	\$ 125.57	\$ 128.08	\$ 130.64
3	\$ 77.35	\$ 78.89	\$ 80.47	\$ 82.08	\$ 83.72	3	\$ 132.77	\$ 135.43	\$ 138.14	\$ 140.90	\$ 143.72

14.2. If a First Officer is upgraded to Captain, they will move to the Captain pay scale beginning at the Step 1 rate upon successful completion of their final line check.

14.3. Pilots will progress through the Step rates upon completion of twelve (12) months of active service following the successful completion of their Swoop Line Check.

14.3.1. Active service for pay purposes shall not accrue during any period of layoff or absence in excess of thirty (30) calendar days, unless otherwise required by the Canada Labour Code.

15. Pay Administration

15.1. Pilots will be paid semi-monthly. Before any adjustments are applied, base pay will be 37.5 hours at straight time rates.

15.1.1. Regular pay reconciliation for the current month will occur on the mid-month pay period of the following month.

15.2. Minimum Duty Period Credit

15.2.1. Pilots will receive an Minimum Duty Period Credit ("MDPC") of four (4) Credit Hours for each duty period worked.

15.2.2. The MDPC does not apply in the circumstances of a deadhead-only duty period.

15.3. Overtime Pay

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

15.3.1.1. Originally assigned/scheduled hours completed greater than 90 Credit Hours; and

15.3.1.2. Block Growth that increases the originally scheduled hours to greater than 90 Credit Hours.

15.4. Premium Pay

15.4.1. Premium Pay is separate and distinct from Overtime Pay. Credit Hours earned at Premium Pay do not apply toward the Overtime threshold of 90 Credit Hours.

15.4.2. Premium Pay is triggered when:

15.4.2.1. Open Time assignment occurs on a Scheduled Day Off, Vacation Day or Statutory Holiday;

15.4.2.2. A pairing is extended into a Scheduled Day Off past 0159, for which a penalty of four (4) credit hours at Premium Pay shall apply.

15.4.3. Credit Hours earned at Premium Pay shall not contribute to Block Growth.

15.5. Pairing Reconciliation

15.5.1. Pilots will be credited the greater of:

- original scheduled block hours of the pairing,
- actual block hours flown in a pairing; or
- the MDPC for the pairing.

- 15.6. Pilots required to attend scheduled meetings will receive four (4) credit hours for a full-day meeting and two (2) credit hours for a half-day meeting.
- 15.6.1. Meetings held on a day of work will be converted to credit hours and reconciled as scheduling block growth.
- 15.7. In the event that a Pilot attends one of the following meetings on a scheduled day off:
- Required performance meeting, or
 - Flight Ops voluntary designated event (eg Townhall meeting),
- These meetings will be compensated at the greater of 1.5 credit hours or 50% of the total time of the meeting.
- 15.8. In the case of an irregular operation, each flight segment will be considered a separate leg and thus the actual operated hours are calculated for each individual segment.
- 15.9. Section 3.01 of Pay and Compensation shall apply excluding the reference to taxi pay.

16. Reserve

- 16.1. Pilots assigned a mixed line monthly schedule will receive four (4) Credit Hours per day of reserve or airport stand by reserve, if not utilized. If assigned a pairing during the reserve period, the pilot will be paid as outlined in 15.5.
- 16.2. The start and end time of the reserve call-out windows will be determined by Crew Planning each month based on the network schedule and operational requirements. The length of the call-out window will not exceed twelve (12) hours.
- 16.2.1. Crew Scheduling can assign flight duty to a reserve holder with a report time of up to two (2) hours after the end of the originally assigned call-out window.
- 16.3. Pilots are obligated to return any contact from Crew Scheduling within fifteen (15) minutes from the initial call. Should a Pilot fail to do so, he will be considered "No Contact" for that day and will not be pay protected.
- 16.4. Once a Pilot has received an assignment, they must report to the airport within two hours of receiving the assignment. Should a Pilot fail to do so, he will be considered "No Show" for that day and will not be pay protected.
- 16.5. A Pilot must be scheduled to be returned to his base by 0059 into the day after the last day of the reserve period. Any extension of a pairing beyond 0159 after the last scheduled day of reserve into an Day Off will be paid in accordance with payment for Pairing Extensions.
- 16.6. Crew Scheduling can pre-assign flying to a reserve Pilot no earlier than the day prior to the start of the reserve period. The Pilot is obligated to acknowledge his assignment even if they are on a Day Off. If a crew member is on a Day Off he must return any contact with Crew Scheduling within six (6) hours of the initial notification attempt. Failure to do so will result in a No Contact being assigned.
- 16.7. When a Pilot finishes a reserve flying assignment at his base and is released upon contact to Crew Scheduling, but still has additional days of reserve, he will receive a minimum of 11 hours rest before Crew Scheduling can contact them to assign additional work. The affected reserve period may be adjusted to reflect the 11 hours rest.
- 16.8. Reserve blocks must be traded in its entirety unless approved by Crew Scheduling.

17. Scheduling

- 17.1. Pilots' Monthly Schedules will be constructed using a seniority based blocking system as per the Pilot's position on the WestJet Pilot Seniority List.
- 17.1.1. Pilots may bid Days Off Only. All requests for Days Off must be submitted via email prior to the 1st day of the month prior. All official schedules will be released via email to crew members.

- 17.2. Pilots will be scheduled between seventy-five (75) Credit Hours and ninety (90) Credit Hours per Monthly Scheduling Period.
- 17.3. Pilots will have a maximum of eighteen (18) Days of assigned Duty in a 30-Day monthly scheduling period and a maximum of nineteen (19) Days of assigned Duty in a 31-Day monthly scheduling period.
- 17.4. Pilots may be scheduled a maximum of six (6) consecutive days. After the 6th day a Pilot must be provided two (2) consecutive calendar days off in his base.
- 17.4.1. This maximum also applies to personal schedule modifications made by a Pilot (e.g. shift trades or operational pairing pick-ups).
- 17.5. The minimum pay guarantee is seventy-five (75) Credit Hours within the Monthly Scheduling Period.
- 17.6. Schedules will be released no later than the 25th of the month for the following month.
- 17.7. Maximum scheduled duty day as per CARS.
- 17.7.1. Duty day begins sixty (60) minutes prior to the departure of all flights, including deadhead flights. Crew Scheduling may modify the report time for operational reasons.
- 17.7.1.1. Pilots are required to check in at the gate sixty (60) minutes prior to the scheduled flight departure.
- 17.7.1.2. For the purposes of training or meetings/non-flying activities, the duty day will then commence at the start of the said required activity.
- 17.7.1.3. Where a Pilot is notified of a delay in reporting time prior to leaving their rest facility, the start of the duty period (calculated from the revised check-in time) may be delayed by up to three (3) hours, even if the report time is later than three (3) hours. If the Pilot has left their facility prior to being notified, the duty period will start at the originally scheduled time, unless the Pilot agrees to a delayed duty period start time.
- 17.7.2. Duty day ends fifteen (15) minutes after arrival of an operated flight for post-flight duties.
- 17.7.3. Duty day ends at the arrival time for a deadheading flight.
- 17.8. Rest away from home base: Crew rest shall be scheduled to be at least ten (10) hours from release time to report time.
- 17.9. Rest at home base: Crew rest shall be scheduled to be at least eleven (11) hours from release time to report time.
- 17.10. Section 10.01 of Scheduling Rules applies excluding the reference to the MEC Scheduling Chairman.
- 17.11. The Maximum Days Worked in a 30-Day month shall be as follows:

Days of Absence	Max. Work Days	Max. Days Off	Non-Paid MMG Target	Paid MMG Target
00	18	12	75.0	75
01	17	12	72.5	75
02	17	11	70.0	75
03	16	11	67.5	75
04	16	10	65.0	75

05	15	10	62.5	75
06	14	10	60.0	75
07	14	9	57.5	75
08	13	9	55.0	75
09	13	8	52.5	75
10	12	8	50.0	75
11	11	8	47.5	75
12	11	7	45.0	75
13	10	7	42.5	75
14	10	6	40.0	75
15	9	6	37.5	75
16	8	6	35.0	75
17	8	5	32.5	75
18	7	5	30.0	75
19	7	4	27.5	75
20	6	4	25.0	75
21	5	4	22.5	75
22	5	3	20.0	75
23	4	3	17.5	75
24	4	2	15.0	75
25	3	2	12.5	75
26	2	2	10.0	75
27	2	1	7.5	75
28	1	1	5.0	75
29	1	0	2.5	75
30	0	0	0	75

17.12. The Maximum Days Worked in a 31-Day month shall be as follows:

Days of Absence	Max. Work Days	Max. Days Off	Non-Paid MMG Target	Paid MMG Target
00	19	12	75.0	75
01	18	12	75.0	75
02	18	11	72.5	75
03	17	11	70.0	75
04	17	10	67.5	75
05	16	10	65.0	75
06	15	10	62.5	75
07	15	9	60.0	75
08	14	9	57.5	75
09	13	9	55.0	75
10	13	8	52.5	75
11	12	8	50.0	75
12	12	7	47.5	75
13	11	7	45.0	75
14	10	7	42.5	75
15	10	6	40.0	75
16	9	6	37.5	75
17	9	5	35.0	75
18	8	5	32.5	75
19	7	5	30.0	75
20	7	4	27.5	75
21	6	4	25.0	75
22	6	3	22.5	75

23	5	3	20.0	75
24	4	3	17.5	75
25	4	2	15.0	75
26	3	2	12.5	75
27	2	2	10.0	75
28	2	1	7.5	75
29	1	1	5.0	75
30	1	0	2.5	75
31	0	0	0	

18. Seniority

- 18.1. A Pilot's seniority date for monthly schedule purposes at Swoop shall be determined by their seniority on the WestJet Pilot Seniority List.
- 18.2. WestJet Pilots transitioning to Swoop will maintain their seniority WestJet Pilot Seniority List.
- 18.3. Section 3.01 of Seniority shall apply. Swoop direct entry hires will have their date of hire at Swoop used as their seniority date for determining their placement on the WestJet Pilot Seniority List.

19. Sick/Emergency Days

- 19.1. A Pilot who will be absent must call Crew Scheduling to book off. Once this call has been made, Sick/Emergency Days will be applied to protect their pay, provided they conform to the Sick/Emergency Day Policy and have Sick/Emergency Days available to use.
- 19.2. Sick/Emergency Days will be applied to the first ten (10) (prorated based on start date) qualifying days in a calendar year that a Pilot is absent from work. Any additional absent days in the calendar year will be unpaid.
- 19.3. A Sick/Emergency Day will be applied to the full credit for each day of missed duty and/or pairing day. Once the Pilot has exhausted all Sick/Emergency Days in his annual bank of 10 days, his minimum monthly guarantee is no longer protected.
- 19.4. All benefits and entitlements in this Agreement applicable to Swoop Pilots shall continue to accrue when a Pilot is using Sick/Emergency Days, until such time as the Pilots is approved for transition to a Medical Leave of Absence.
- 19.5. As per the Swoop Medical Disability Policy a Pilot shall have ten (10) consecutive calendar days to apply for Short-Term Disability from the first day of illness.
- 19.6. To resume duties, a Pilot must book on by calling Crew Scheduling. Crew Scheduling will reassign based on operational needs, this may include a pairing or being placed on reserve.
- 19.7. Pilots who will be absent for any assigned duty shall call Crew Scheduling by 1900 local time (crew base time) the day before the start of their duty assignment. This allows Crew Scheduling sufficient time to support the operation and ensure flights are covered.

Day of Pairing (multi-day pairing)	
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Day prior to the start of pairing	<ul style="list-style-type: none"> ▪ Pilot is required to call Crew Scheduling by 1900 local time (time zone of the Pilot base) to advise of the absence. ▪ Pilot will be marked absent for the duration of the pairing until they contact Crew Scheduling to book back on. Sick/Emergency Day will be applied to all days of the pairing until the Pilot books back on with Crew Scheduling.
Day 2 + (if applicable)	<ul style="list-style-type: none"> ▪ If calling in Good to Go, Pilot may be reassigned, respecting rest requirements ▪ If no reassignment is available, the pilot may be placed on Reserve Day(s) on a per day basis covering the initial pairing assignment days. or Grey Days.

20. Training

- 20.1. Pilots attending training will receive four (4) credit hours per day.
- 20.2. Online training: (OK to align with WestJet Home-Based Training Pay)

21. Training Pilots

- 21.1. Pilots conducting training as the instructor, will be credited 4.5 credit hours per day and \$100 per event.
- 21.2. Standards Pilots performing training or standards duties will be credited 4.5 credit hours per day and \$100 per event.
- 21.3. Section 11.01 of Training and Training Pilots shall apply with "Flight Operations Manual (FOM)" replacing "Company Operations Manual (COM)".

22. Uniforms

- 22.1. Pilots will be provided uniforms as determined by Swoop.
- 22.2. Uniforms will be replenished as determined by Swoop.

23. Vacation and Statutory Holidays

- 23.1. Swoop policy shall govern the accrual, granting and administration of vacation entitlements.
- 23.2. New-hire Pilots will earn a pro-rated amount of paid vacation days based on their date of hire.
- 23.3. Pilots will receive four (4) credit hours for each vacation day.
- 23.4. One week of vacation will consist of five working days (Monday to Friday), and two consecutive adjacent unpaid Guaranteed Days Off (GDOs) which will be placed prior to the five working days. During the monthly bidding process, a Pilot may bid for additional requested days off before or after their awarded vacation days.
- 23.5. Vacation bidding instructions will be communicated to Pilots as part of the bid process.
- 23.6. Statutory Holidays will be compensated in accordance with the Canada Labour Code.
 - 23.6.1. Pilots who work or are assigned reserve on a statutory holiday, will be paid premium rates for the hours worked on that day and holiday pay in accordance with the Canada Labour Code.
- 23.7. Section 8.01 of Vacation, Statutory Holidays and SDO shall apply with the exclusion of Statutory days and Statutory period.

24. Length of Service

24.1. Active service at Swoop shall be recognized for the purposes of Length of Service credit for step rates when moving from Swoop to WestJet. A Pilot who moves from WestJet to Swoop and then back to WestJet will have all Length of Service credit for step rates apply when the Pilot returns to WestJet.

25. Variable Compensation

25.1. Swoop Pilots shall fall under the Swoop variable compensation plan (i.e. 10% Employee Stock Purchase Plan (ESPP) and participation in WestJet Profit Sharing Plan). The terms and conditions of those plans are incorporated by reference into and form part of this Agreement.

*** THIS SECTION REMAINS UNDER REVIEW BY THE PARTIES***