

LETTER OF AGREEMENT 23

BETWEEN: AIR TRANSAT A.T. Inc. (hereinafter "the Company")

AND: CUPE – AIRLINE DIVISION
AIR TRANSAT COMPONENT
(hereinafter "the Union")

WHEREAS the confirmed delay in the delivery of the next three A321neoLRs;

WHEREAS the parties are working closely together in order not to hinder the Company's growth and recovery from the last pandemic years and to guarantee the flight program;

WHEREAS the Company has signed an agreement with SmartLynx for the lease of three aircraft at the peak of its operations;

WHEREAS the parties want these aircraft to be operated by Air Transat cabin personnel;

WHEREAS these aircraft will be based primarily in Toronto and all flights will depart and return to YYZ (subject to operational requirements);

WHEREAS the regulatory requirement that cabin personnel be trained on these B737MAX, A321 or A330 aircraft, in accordance with the SmartLynx Operator Certificate;

WHEREAS the cabin personnel shall be governed by the regulations of the Civil Aviation Authority (CAA);

WHEREAS the estimated requirement of approximately 170 PNC - 25 FD and 145 FA (the calculation for this requirement is based on the collective agreement, i.e. an average of approximately 75 hours and 15% minimum reserve);

THE PARTIES AGREE ON THE FOLLOWING:

1. Create a group of Cabin Attendants trained on SmartLynx aircraft and assigned solely to flights operated by SmartLynx for the duration of this letter of agreement.

2. For this assignment, the selection of Cabin Attendants will be made as follows:
 - 2.1. Step 1: Available positions will be posted according to articles 11.01 to 11.05 of the collective agreement.

- 2.1.1 This posting will be open to all Cabin Attendants, including those on layoff status, vacation or any other mitigation measures. In order to be selected for this assignment, the Cabin Attendant must be active for the entire duration of this letter of agreement including the training period. The Cabin Attendant must also meet the requirements of the position as per the applicable regulation.

- 2.1.2 The Cabin Attendant selection will be done by seniority.

- 2.2 Step 2: If the number of candidates is less than the number of employees required:

- 2.2.1 Flight Attendant

- The Company will assign YYZ Cabin Attendants by reverse order of seniority starting with those who are laid off, if applicable. The Cabin Attendant cannot refuse the assignment. The most up-to-date seniority list on the date of the signing of the letter of agreement will be used.

- 2.2.2 Flight Director

- The Flight Director who is part of the 2022-2023 FD list will be assigned and trained in reverse order of seniority and in accordance with SmartLynx regulations. The Flight Director cannot refuse the assignment. The most up-to-date list on the date of the signing of the agreement will be used.

- To apply for the Flight Director position for SmartLynx, the FD must possess a minimum of 12 months of experience as a Cabin Attendant as of February 1, 2023 and their name must appear on the annual 2022-2023 FD list. Air Transat Flight Director training does not have to be started/completed.

- Initial FD will cumulate active months during the entire assignment on SmartLynx. These months will count towards achieving permanent FD status.

3. The Cabin Attendants selected for the SmartLynx contract will be dedicated to this assignment for the entire duration of this letter of agreement in their respective classification (FA or FD). As of September 2023, it is possible that the number of cabin crew required to continue the SmartLynx operation will decrease. If this is the case, the most senior cabin crew will have the choice to remain on the sub-contract or to return to the Air Transat operation until the required number of cabin crew is reached.
4. Cabin Attendants assigned to this SmartLynx contract will receive a premium of 10 % of their salary for the duration of the assignment. For those Cabin Attendants working as Flight Directors, the 10% also applies to the Flight Director premium and this, for the duration of the assignment.

5. The pairings available to Cabin Attendants assigned to the SmartLynx contract will consist solely of flights operated by SmartLynx.
6. Cabin Attendants assigned to this contract must be available prior to the beginning of the contract for a period of three days in order to prepare for the initial SmartLynx training. It is understood that Cabin Attendants will receive a 10% premium during this period. Training preparation at home will be paid.
7. Cabin Attendants assigned to this SmartLynx contract will also have to be available at the end of the contract for a period of two days in order to receive their requalification training on Air Transat aircraft. It is understood that Cabin Attendants will receive the 10% premium during that period. If a Cabin Attendant is assigned more than 50% of their flying hours to SmartLynx, they will be paid the higher salary for the entire month.
8. Six months prior to the end of the contract with SmartLynx (December 2023), the Union will meet with the Company to discuss any changes to the contract related to, but not limited to, the delivery of the new TS aircraft. Any changes to the terms of this letter of agreement will have to be approved by the Union. Also, parties will discuss the vacation allowances for 2024 in case of any irregularities. In the event that the contract period is modified (e.g. reduced), the Cabin Attendants will be notified at least seven days prior to the 12th of the previous month in order to submit a PMC request if necessary within the time stipulated in the collective agreement.
9. All provisions of the collective agreement shall apply unless specifically modified in this letter of agreement or if otherwise required to comply with CAA or EASA regulations should they be more restrictive. EASA regulations will be made available to all Cabin Attendants assigned to this contract.
10. If required by regulation or SmartLynx, the Cabin Attendants must successfully pass a medical examination.
11. This letter of agreement shall terminate at the end of this agreement with SmartLynx on May 1, 2024. After consultation with the Union, the Cabin Attendants assigned to the SmartLynx contract may decide to continue or leave the assignment in the event that the extension is greater than four months. Upon agreement between the parties, the Company will make an additional posting during the low season (October/November and/or April).


However, in the event that a significant issue arises or major changes occur, the parties reserve the right to renegotiate this agreement.

12. It is understood that the Company will provide on a regular basis the details of this operation, such as the number of aircraft involved, crew requirement and duration, and that these elements are subject to change.


In witness whereof, the parties have signed this February 23, 2023.

For Air Transat A.T. Inc.


For Air Transat Component CUPE




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and Customer Experience




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