



SCFP

**Composante
Air Transat**

CUPE

**Air Transat
Component**

Entente de principe du 7 janvier 2024

Entre

Air Transat A.T.Inc et

Le Syndicat Canadien de la fonction publique

Composante Air Transat

AVIS : Ce document n'est pas le document final.

Tentative agreement of January 7th 2024

Between

Air Transat A.T.Inc

And

The Canadian Union of Public Employees

Air Transat Component

NOTICE: This document is not the Final document.

NOTE : Le texte surligné jaune est nouveau, Vous trouverez le texte original négocié en anglais dans ce document. Une traduction sera effectuée une fois les textes finaux

NOTE: Text highlighted in yellow is new. You will find the original text negotiated in English in this document. A translation will be made once the final texts are approved.

ARTICLE 1 DEFINITIONS

1.03 Collective Agreement and official languages

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

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

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

Operational reasons

Requirements inherent to the operation of the workplace and not limited to. These may include but shall not be limited to factors such as staffing numbers, commercial schedule, operational changes etc.

When the operational reasons clause is invoked, the Company must include sufficient elements to describe such requirements.

Technical reassignment

Period where the credits of the rotation are guaranteed but the cabin attendant does not have to be available.

Priority reassignment

When a Cabin Attendant **returns to duty**, they will be given priority on reassignment in accordance with article 16.02.

Night flight

A continental flight is considered a night flight when 3 or more hours of the duty period fall between 00:00 and 06:00 – **From the local time of departure station.**

ARTICLE 3 UNION RECOGNITION

3.07 CUPE Office

At all home bases, the Company will provide local union executives with an appropriate closed office space **that has the same standards as the office staff workers** with a desk, 3 chairs, and equipped with wired-in internet accessibility near or adjacent to the crew room.

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

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

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

ARTICLE 5 UNION REPRESENTATION / SCOPE OF AGREEMENT

5.03.01 Component Officers

The Company agrees to provide the following bank of hours per year to the Component Officers (Component President, Component Vice-President, Component Secretary Treasurer, Component Trustees) identified by the union for flight releases for union representation. It is agreed that Cabin Personnel holding such positions may be released from their flight duties for all or part of their term of office while being considered permanent employees, with full rights and privileges related thereto. All requests submitted by the 12th of the previous month at 23h59 local time will be granted automatically without restriction. Ad hoc releases will be granted according to operational requirements. It is understood that these hours, if not used, shall not be cumulative to the following year. It is also understood that these hours shall not be transferable and are to be used exclusively by the Component Officers. ~~2-592~~ **2952** hours For the Component President, the Component Vice-President and the Component Secretary Treasurer, it is agreed that remuneration absorbed in this way will be 17 determined according to the hourly rate of the union officer released, plus the Flight Director premium. For Component Trustees, it is agreed that remuneration

absorbed in this way will be determined according to the hourly rate and classification of the union officer released. It is understood that a full-time release is valued at ~~88~~ **95** hours per month.

5.03.02 Local Unions

The Company agrees to provide the following bank of hours per year for local union representation. It is agreed that Cabin Personnel holding such positions may be released from their flight duties for all or part of their term of office while being considered permanent employees, with full rights and privileges related thereto. The Local Union President will provide the Company, in writing, with the names of the officers of the Union to be released from their duties and the periods of time for which these union officers will be released at the Company's expense. It is understood that these hours, if not used, shall not be cumulative to the following year. It is also understood that these hours shall not be transferable and are to be used exclusively by the Local Union Officers (Local President, Local VicePresidents, Local Secretary-Treasurer, Local Trustees). The Company will absorb up to a maximum of ~~3500~~ **2472** hours of release for such work. For the local presidents, it is agreed that remuneration absorbed in this way will be determined according to the hourly rate of the union officer released, plus the Flight Director premium. For other local officers, it is agreed that remuneration absorbed in this way will be determined according to the hourly rate plus the Flight Director premium when released for a full month. All requests submitted by the 12th of the previous month at 23h59 local time will be granted automatically without restriction. Ad hoc releases will be granted according to operational requirements. It is understood that a full-time release is valued at ~~88~~ **95** hours per month.

5.08 Use of Cabin Personnel's company email addresses by the Union

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

ARTICLE 7 CABIN PERSONNEL CLASSIFICATION

7.01.03 Annual Training

A Cabin Attendant who fails his requalification exams will be released from his responsibilities without pay until he can re-qualify. A Cabin Attendant will take a new exam within the 72 hours. A Cabin Attendant who has thus been requalified will immediately regain his prior status as well as his Block and the flights marked thereon. Cabin Attendants will receive 4 additional credits during the month of their annual training ~~as of April 1, 2017~~. Instructors will receive 4 additional credits for their annual training ~~as of March 2017~~. These ~~4~~ 8 additional credits cannot generate overtime.

7.02.02. Responsibilities

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

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

Cabin Personnel's performance in keeping with the terms and conditions of Article 29.06

- liaise with the various authorities, the Company and Cabin Personnel when away from home base;
- perform all other related tasks.

ON-GROUND DUTIES

- The FD will not perform any duty normally performed by another group on the ground. Instead, he will extend his customer service duties and ensure that passengers are looked after by agents on the ground.

REWARD PROGRAM

The FD will have all the tools required to properly use the reward program, for both passengers and crewmembers. The proper use of this program will not lead to disciplinary action.

FLIGHT REPORT COMMUNICATION EQUIPMENT

~~A more current communication system for transmitting flight documentation will be available to FDs. The communication system chosen will be the property of Air Transat and will only be used for professional purposes.~~

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

7.03 LINE COACHES

7.03 Flight Director Coach Line Coaches

Line Coach Responsibilities

The Line Coach's role is to oversee and **coach** Flight Directors and/or Flight Attendants during their **onboard** practical training or coaching flights. This ensures the Cabin **Crew** receives the necessary support and coaching to meet the defined standards. **A coaching flight can be requested at any time by any Cabin Crew.**

The Line Coach evaluates the on-duty tasks and responsibilities of the Flight Director and/or Flight Attendant as well as all related documents and relevant information in a performance feedback form. It should be noted that the Line Coach does not have any disciplinary role during the course of **its their** functions.

Training

The company agrees to provide adequate training to the Flight Director assigned as a Line Coach before they undertake their new responsibilities. **Any additional training will be compensated accordingly.**

Filling Coach Positions

Requirements

A permanent Flight Director who has attained one year of seniority by the first day of the posting will be eligible to apply for the Line Coach position.

~~If the Flight Director has less than one year of seniority with Air Transat, they must have at least 5 years of experience with another carrier.~~

~~Flight Directors must be knowledgeable in both official languages in Canada (French and English), with fluency in at least one language.~~

Resignation

A Line Coach who resigns will not be eligible to reapply for a period of one year.

Compensation

A full-time released Line coach will be compensated at 85 hours per month (includes Preparatory and debriefing credits).

A Line Coach not full-time released is considered a regular block holder and therefore all block rules apply.

An additional 30-minute (for both preparatory and debriefing included) credits per leg will be granted for all Line coaches not full time released.

7.06 Crew complement

The crew complement will take into account the cabin personnel/passenger ratio according to the aircraft type certification and based on the following service structure.

Service Type	A321	A330
Domestic	4	9
Domestic +	4	9
Bistro	4	9
Bistro +	4	9
Global	5	9
Global +	5	9

**** Important precision 9 on A330 on all flights**

The aircraft complement defined above cannot be changed unless by the parties' consent and this notwithstanding the provisions set forth in Article 7.05. **Any changes to the service titles that impact the crew complement will need to be approved by a letter of understanding.**

TS commits to make changes to the Club Service offer on all Bistro and Bistro + flights to streamline the service flow within 3 months of the ratification. The parties agree to postpone the arbitration Scheduled on February 20-21, 2024, to a further date. If the change to the Club Service offer is implemented by the delay of 3 months following the ratification, the grievance COMP 22-04 will be considered immediately withdrawn and resolved without admission by the Union.

ARTICLE 8 HEALTH AND SAFETY

8.02.06 Committee Guest

The co-chairs of the committees shall be able to invite external guests providing they provide notice **at least seven (7) days prior to the meeting** to the other cochair.

8.02.10 Committee Minutes

A draft of the minutes shall be provided no later than 15 days after a meeting has been held. **This draft shall be made by a union representative and shall be reviewed by the Company before any publication to the Cabin Personnel.** Action items agreed to, or requested by the union within the minutes will clearly identify the party responsible for completing that action item, and timeframe for the expected completion of the action.

8.07 Critical incident

Critical incident is a term used to describe an abnormal, or traumatic event.

Cabin Attendants may experience a critical incidents or traumatic events during the course of duty, such as, but not limited to: death of a co-worker that occurs while on work time, serious or life threatening injury to oneself or a co-worker, an incident that threatens the health and safety of oneself or a co-worker or a passenger, death of a passenger during flight, incident causing severe injury to passengers, violence inflicted on oneself or a coworker, violent crime in or near the workplace, natural disasters that affect work, etc .

The company shall, in consultation with the Health and Safety policy committee develop a critical incident **and traumatic event** stress policy that states “critical incidents **and/or traumatic** and critical incident stress are health and safety hazards and that all steps reasonable, should be taken to prevent further injury from their occurrence”. This policy shall include a procedure to prevent critical incident stress and related mental injuries.

When a traumatic event occurs, a defusing session performed by a trained and qualified person or by mental health professionals will take place as soon as possible, preferably in person. If the session cannot take place in person, it can be conducted by phone.

A member of the local health and safety committee (employee representative) shall be notified by the supervisor as soon as possible so that they may attend the defusing session. In that case, Air Transat will provide the necessary time.

Following a traumatic event, Cabin personal who feels unable to return to work should contact their manager to discuss the possibilities, resources, and tools available. The affected Cabin Attendant(s) can speak to his health

and safety representative at any time.

The Appendix I will be reconducted until the new policy is in place. Policy is to be created within 12 months of the signature of the Collective agreement.

ARTICLE 10 SENIORITY

10.05 Transfer outside the scope of the bargaining unit

10.05.01 A Cabin Attendant may accept a transfer or a promotion to a position outside the scope of the bargaining unit under the following conditions only.

A Cabin Attendant may accept a transfer or a promotion outside the scope of the bargaining unit provided that that position is a full-time position (permanent or temporary) within the Company. A Cabin Attendant will maintain and accrue his seniority for years of service and classification for a total of 24 months.

*** Current employees under this clause will maintain and accrue their seniority for a total of 24 months, starting at the ratification of the current contract.**

~~a) To temporarily replace a position-holder:~~

~~Will maintain and accrue his seniority for years of service and classification for a total of 12 months. Cabin Attendants performing such replacements outside the scope of the bargaining unit will be unconditionally extended until such time that they acquire a permanent full-time position. The parties can agree to extend the duration of the replacement.~~

~~b) To cover a temporary increase in workload:~~

~~Will maintain and accrue his seniority for years of service and classification for a total of 365 days during the term of this agreement. Will be removed from the seniority list on the 366th day of assignment during the term of this agreement. The parties can agree to extend the duration of the temporary assignment.~~

It is understood that the calculation of the 365 days will start on the signature of the collective agreement.

~~e) **Transferred or promoted to a permanent full time position:**~~

~~Will maintain and accrue his seniority for years of service and classification for a period of 12 months from the date transfer or promotion, except for periods of absence due to illness, injury or maternity leave. At the end of this period, the name of that cabin attendant will be removed from the seniority list.~~

Article 11 Flight Director

Text to be finalized Initial FD 24 months active or 36 months in the position

11.08 Mutual base exchange

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

ARTICLE 12 LAYOFF AND RECALL

12.02.02 Layoff notices will be communicated by phone and email. The date of receipt of the e-mail message used to calculate the period of advance notification shall be considered to be ~~2-days-after~~ **the e-mailing date**.

12.03 Bumping

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

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

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

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

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

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

Furthermore, the Company will allocate the period of time referred to in Article **Erreur! Source du renvoi introuvable. Erreur! Source du renvoi introuvable.** to reach his temporary base and will facilitate the transportation of the Cabin Attendant exercising his bumping privileges.

A Cabin Attendant who exercises his bumping privileges or is being recalled to another base, will have his vacations and time already awarded at the home base, maintained at the new base.

12.04 Recalls

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

12.04.01 Recall notices for layoff period of less than three (3) months

Recall notices **for layoff periods of less than three (3) months** will be sent to Cabin Attendants in writing by **email**, at least 14 days in advance. On receiving such notice, a Cabin Attendant will have 7 days to notify the Company of his intention to return to work.

12.04.02 Recall notices for layoff period of more than three (3) months

Recall notices for layoff periods of more than three (3) months will be sent to Cabin Attendants in writing by email, at least 14 days in advance. On receiving such notice, a Cabin Attendant will have 7 days to notify the Company of his intention to return to work. If the Cabin Attendant hasn't responded to the notice after five (5) days, a registered mail will be sent to personal address. On receiving such notice, which shall be considered to be 2 days after the mailing date, a Cabin Attendant will have five (5) days to notify the Company of his intention to return to work. The date of the expected return to work will remain the same.

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

12.04.03 A Cabin Attendant may, within the time limits stipulated in Article 0, agree to return to work or remain on the layoff list, on a voluntary basis only.

A Cabin Attendant will be recalled in order of seniority. Should he refuse his recall, he will not get a second recall option until all other Cabin Attendants junior to him have first been given a recall option. The most junior Cabin Attendant cannot refuse recall as required.

All pending PMC requests for recalled Cabin Attendants will be considered and treated accordingly.

If, under exceptional circumstances, the Company needs additional Cabin Personnel for a maximum period of 14 days and it cannot respect the time limits stipulated in Article 0, it may recall Cabin Attendants, with the Union's consent, in reverse order of layoffs; however, no penalty may be claimed by a Cabin Attendant who could not be reached on the first telephone call or who was not willing to perform such work.

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

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

12.05 In as much as the terms of Article 12.04 have been followed, a Cabin Attendant who is laid off will be considered to have resigned from the Company in the following cases:

- He Fails to accept or respond to notice of an assignment of 31 days and over at his home base.
- He Fails to report for work on the date scheduled as mentioned on his recall notification, as stipulated in Article 12.06 without reasonable justification.
- **Fails to justify any absence on the first duty period following his return to work.**

ARTICLE 13 LEAVE OF ABSENCE WITHOUT PAY

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

13.05.02 An employee on union leave as per Articles..and 13.05 shall retain and accrue his seniority rights, and his travel pass benefits as stipulated **for a maximum of 24 months. An employee benefiting from a union leave before the ratification of the current contract will keep his travel pass benefits as stipulated under article 35 for the duration of the leave.**

13.05.03 An employee on union leave as per Articles ..and 13.05 shall have the right to remain on the Company's benefit plan **for a maximum of 24 months.** In this case, the Union shall pay the Company's portion of the cost related to maintaining any benefit for the employee.

13.06 Compassionate Leave without Pay

Employees are entitled to compassionate care leave to provide care and support to a gravely ill family member as per the Federal labour standards.

Eligible Cabin Personnel can apply for Compassionate Care Benefits provided by Employment Insurance, **as per the Canada Labor Code.**

13.09 Domestic Violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance, will be granted as **a leave of absence as defined in the Canada Labor Code (article 206.7). This leave is apart from the other time bank provided in this collective agreement.**

Requests submitted under the terms of this Article will be treated as confidential by the Company and are subject to the terms of Article **Erreur! Source du renvoi introuvable.** Furthermore, the employee must inform the Company of his absence in accordance with the terms of Article 0.

13.11 Leave for the Death or Disappearance of a Child

A Cabin Attendant who is dealing with the death or disappearance of a child will be granted a leave of absence, as defined in the Canada Labor Code (article 206.5), when such leave are not covered by sick leave or disability insurance.

If an employee is entitled to a leave provided at article 206.5 paragraph 2 and/or 3, he will be granted a day of leave on the anniversary of the death or the disappearance of his child.

13.12 General Provisions

Unless otherwise specified, all requests for leave of absence must be submitted to **Manpower Department** before the 12th of the preceding month at 23:59 local time

ARTICLE 14 LEAVE OF ABSENCE WITH PAY

Bereavement leave

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

EVENT

Spouse / partner, child, spouse's / partner's child, father, mother, brother, sister, legal guardian or adoptive parents.

PERIOD OF TIME

5 consecutive days

Father-in-law, mother-in-law, brother-in-law, sister-in-law, **grandfather, grandmother and grandchildren, stepfather, stepmother, stepbrother, stepsister, children of employee's spouse or common law partner and** or any relative permanently living at the Cabin Attendant's home or at whose home the Cabin Attendant has been living on a permanent basis.

3 consecutive days

~~Grandfather, grandmother or Spouse / partner grandfather or grandmother, or grandchildren, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, stepson and step-daughter.~~

1 day

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

NOTE 2: A Cabin Attendant can take a bereavement leave in 1 or 2 periods starting the day on which the death occurs and ending 6 weeks after the date of the funeral, burial, or memorial service.

~~EXAMPLE 1: If a member of the Cabin Attendant's immediate family dies on a Friday and his scheduled days off are Saturday and Sunday, bereavement leave will apply only to the following Monday in the case of a father-in-law, etc. and to the following Monday, Tuesday and Wednesday in the case of a spouse,~~

without pay.

If an employee needs to take more than 5 personal days per year, additional leave of absence without pay can be granted to the employee if justified and agreed with his manager.

On an exceptional basis, a Cabin Attendant may be absent for a personal emergency. Such an absence is deemed to be with leave if the Cabin Attendant complies with the time limit specified in Article 16.01 and if he justifies his inability to report for work. 50 In the case of an absence where leave is granted in this way, a Cabin Attendant may obtain compensation for lost credits by requesting the application of sick leave credits provided for in Article 16.01.01 notwithstanding the preamble of Article 16. Moreover, the Cabin Attendant may ask that credits from overtime, a draw, open flight or training days be transferred to his bank of sick leave credits in order to restore that sick leave bank. A Cabin Attendant will fill out the appropriate form no later than the last day of the current month. Should the personal emergency day occur within the last seven days of the month, the form must be submitted, at the latest, by the 4th of the following month. Advance notice will be given to the Company in accordance with Article 16. An employee who wishes to reimburse the sickness credits used to cover a Personal Emergency Day (PED) may use the following: • Overtime, • Open flying, • Draws (if over 65 hours), • Training credits. The credit chosen by checking the appropriate box on the PED form will be credited in the employee's sick bank until full reimbursement of the borrowed credit for that day. The employee has 6 months from the day he uses a PED to reimburse his sick bank. Furthermore, it is understood, that a PED is granted for one day only, except when it is a multi-day pairing. If the event is longer than one day, the first day will be considered as an emergency. For the following days, the PNC will be automatically considered unavailable for duty unless he contacts Inflight Service (or the supervisor on duty), in order to obtain the authorization to open bid in accordance with Article B8.

14.08 Sabbatical year

This program is offered and applied as per **Erreur! Source du renvoi introuvable.** of the present Collective Agreement.

ARTICLE 15 ANNUAL VACATION

15.01 Awarding vacation

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

CONTINUOUS SERVICE	NUMBER OF VACATION DAYS
Less than one year of service	1 day per full month worked prior to December 31, up to a maximum of 10 days.
1 year but less than 2 years	11 days
2 years but less than 3 years	12 days
3 years but less than 4 years	13 days
4 years but less than 5 years	14 days
5 years but less than 7 years	16 days
7 years but less than 8 years	18 days
8 years but less than 15 years	20 days
15 years but less than 20 years	23 25 days
20 years and more	25 27 days as of January 1st, 2023

15.04 Statutory holidays

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

The following days are defined as statutory holidays:

- New Year's Day;
- The day after New Year;
- Good Friday;
- Victoria Day;
- Saint-Jean Baptiste Day (Quebec only);
- Canada Day;
- Civic Holiday (Ontario only);

- British Columbia Day (B.C. only);
- Labour Day;
- **National Day of Truth and Reconciliation**
- Thanksgiving Day; • Christmas Day;
- Boxing Day.

In case of modification of the Canada labor code, one of the days listed above will be substituted with the newly introduced statutory holiday.

15.10 Joint vacation award

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

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

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

If the Company implements an automated leave bidding system that is not able to accommodate this rule, both parties agree that the system can still be implemented without considering the joint vacation award and the article becomes obsolete and void. Nevertheless, if the system can accommodate joint vacation requests, the article will remain active.

15.17 If the Cabin Attendant's vacation coincides with a period **when he/she** is receiving disability benefits **or is on maternity, paternity/parental or childcare leave**, their vacation period will be deferred as follows **with one of the following options:**

- immediately after the end of **the leave** period **or to work if they so choose.**
- **taken at the commencement of the maternity / paternity / parental or childcare leave;**
- **as a new vacation period before December 31st. The Cabin Attendant must submit a PMC request and vacation will be granted as per seniority/gradual return**

- **if no choice has been made, the Cabin Attendant will have two (2) weeks following his return to notify the Company of his intent to use the deferred vacations.** Failing to do so, the Cabin Attendant will be granted a period of time before the end of the year during which the vacation must be taken.
- ~~during another vacation period mutually acceptable to the Cabin Attendant and the Company;~~
- ~~or by exchanging it with that of another Cabin Attendant in the same classification.~~

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

- a) ~~postponed to immediately after her maternity/paternity/parental or childcare leave;~~
- b) ~~taken at the commencement of the maternity/paternity/parental or childcare leave;~~
- e) ~~or paid out as per Article **Erreur! Source du renvoi introuvable.** at the applicable hourly rate of pay and premiums, at the Cabin Attendant's choice.~~

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

15.23 Termination of employment

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

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

ARTICLE 16 SICK LEAVE

Notification

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

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

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

~~The Company cannot demand that a diagnosis be divulged on the doctor’s medical certificate. However the medical certificate must indicate whether the cabin attendant is fit to work or not. If there is reasonable doubt, the Company may demand that the employee provide a medical certificate to be sent directly to Human Resources.~~

16.01.05 Extended absence

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

If the absence is less than one month, he will be entitled to such credit if **he has worked 16 days or more.**

16.05 A Cabin Attendant will be required to produce a medical certificate for an absence of 5 consecutive days (120 hours) or more.

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

If the Company has a reasonable doubt concerning a sick leave from a Cabin Attendant, it will reach the Cabin Attendant by telephone and will inform in writing the Cabin Attendant, with copy to the Union, that the sick leave period must be justify by a medical certificate. The Company must provide an explanation to the Union when invoking a reasonable doubt toward a Cabin Attendant.

16.06 The Company will provide a refund of up to ~~35.00\$~~ **60.00\$** for the cost of a medical certificate requested due to an absence that it wants substantiated, unless sick leave has been abused.

16.10.04 Fees

The fees of the medical specialist will be shared equally between the Company and the Union; however, the specialist will set, in advance, the amount of his fees, ~~which must not be more than 1 500\$~~ for the examination.

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

ARTICLE 17 PARENTAL LEAVES

Pregnancy

17.01.01 Eligibility

Female Cabin Personnel ~~who have completed their training period~~ may take maternity leave without pay and will be eligible for the benefits provided for under 0 and Article 33.

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

17.01.14 Reclassification

A **Flight director** may, during her pregnancy, at her request, be reclassified to a **Flight Attendant classification** at the same home base, according to her seniority standing. If she takes advantage of this right, she will have to remain in her new classification until the start of her maternity leave, if her seniority so allows.

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

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

As of November 1, 2018, ¼ of the cost will be assumed by the employees and ¾ by the employer (the Company and all Cabin Personnel).

17.03 Maternity leave

17.03.02 End of maternity leave

A maternity leave consists of one single term not exceeding nineteen (19) weeks if the delivery takes place on or before the date indicated on the medical certificate. An employee may choose to begin her leave before or after the birth of her child. However, if delivery takes place later than the scheduled date, the leave may be extended to correspond to the period between the date specified in the medical certificate and the actual date of delivery or in line with applicable provincial parental leave law.

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

17.03.04 Maternity leave will commence no sooner than **44 13** weeks before the expected delivery date, unless the Cabin Attendant provides a medical certificate from her physician advising otherwise.

17.06 Parental leave

17.06.01 Eligibility and duration

Parental leave may begin no earlier than the date of birth of the child; or, in the case of an adoption, the date on which the Cabin Attendant is awarded custody of the child as part of an adoption procedure: or, the date on which the Cabin Attendant leaves work to travel outside the country in order to obtain custody of

the child. This leave shall begin no later than some time during the year following the child's birth or adoption.

A Cabin Attendant ~~who has been continuously working for the Company for at least 3 months~~ will be entitled to leave of absence for a maximum of ~~37~~ **63** weeks without pay, when a child has or will come into his or her actual care and custody, during the ~~52~~ **78 weeks** following the date that the child is born or the day the child is placed in his or her care.

Start

The parental leave starts:

- a) either upon the expiry of time off taken in accordance with the terms and conditions of maternity leave without pay for the person having given birth;
- b) at the end of the leave taken by the child's mother under the terms and conditions of maternity leave, if applicable;
- c) on the date of the child's birth;
- d) on the day when the Cabin Attendant actually takes the child into her custody and care.

Maximum duration of parental leave

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

17.06.02 Advance notification to the Company

A Cabin Attendant who plans to take parental leave will:

- a) inform the Company by means of advance written notification of at least 4 weeks **or before the 12 of the months prior to the return**, unless in the case of valid exception.
- b) inform the Company in writing of the duration of the planned leave of absence.

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

Similarly, except in the case of valid exception, any change in the duration of such leave of absence will be brought to the Company's attention by means of written notification of at least 4 weeks **or before the 12th of the month prior to the return.**

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

17.06.04 Extended Parental Leave

A Cabin Attendant who has given birth, whose spouse has given birth, or who has adopted a child (except for his spouse's child) is entitled to additional parental leave without pay of no more than one continuous year or one continuous year of mini block. As per article 03, a Cabin Attendant can use his time cash bank or time credit bank during this period.

NOTE: The maximum length for a maternity, plus a parental leave, plus an extended parental leave or a mini block combined cannot exceed 24 months.

ARTICLE 19 REST PERIODS, REST FACILITIES AND HOTEL ACCOMMODATION

19.03.02 Under exceptional circumstances only, the Company may lodge Cabin Attendants in a hotel other than the one approved by the Committee. In the case where a non-approved hotel is not of equal or superior quality and/or does not meet the mandatory criteria of Appendix D and/or article 19.03 and 19.03.01 of the collective agreement, a premium **\$125** of ~~400\$~~ for the first night stay, ~~125\$~~ for the second night stay, and **\$150second** for the ~~third~~ and all subsequent night stay will be paid to the Cabin Attendant. It is understood that this premium is not applicable to destinations not serviced by Air Transat..

ARTICLE 21 EXPENSE ACCOUNTS, MEAL ALLOWANCES AND OTHER ALLOWANCES

21.01 Daily per diem

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

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

Destination	Canada (\$ CAN)	South (\$ CAN)	Europe (\$ CAN)	Ireland, UK. (\$ CAN)
May 1, 2015				
May 1, 2016				
May 1, 2017				
May 1, 2018		5.63	5.63	6.24
May 1, 2019		5.74	5.74	6.37
May 1, 2020		5.86	5.86	6.49
PER DIEM	4.37	5.98	5.98	6.62
	4.45	6.09	6.09	6.76
TS – January 7th, 2024: Agreed. Scales adjusted, and applicable starOng at the raOficaOon. Review every year based on the NJC (NaOonal joint commiTee) adjustments should the amount increase, aVer review by TS Tax Specialist.	4.54	CPI*0.7%	CPI*0.7%	CPI*0.7%
	4.63	6.13\$	6,13\$	6,80\$
	4.73			
	CPI*0.7%			
	4.76\$			
At signature of the C A				
	5.23\$	6.73\$	7.62\$	7.62\$

*CPI: Consumer Price Index

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

All destination not covered by this chart will be negotiated between the parties.

All subcontracts as per 0 will be paid at the rate of the above grid. If the amount is not sufficient, the Union will negotiate a reasonable per diem with the Company. (The Orient will be negotiated.)

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

Example of pairing for Cabin Attendant based at YUL

- • YUL-YYZ-LGW-YYZ
(until blocks are inserted at YYZ)
- • YYZ-LAS-YYZ
- • YYZ-LGW-YUL

per diem of Ireland, UK per diem within Canada

per diem of Ireland, UK

(when blocks are removed at YYZ)

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

ARTICLE 24 RATES OF PAY.

24.01 Rates of pay and premium.

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

November 1, 2022: 8.25%
November 1, 2023: 9.75%
November 1, 2024: 3%
November 1, 2025: 3%
November 1, 2026: 3%

	1 nov 2022 (8.25%)	1 nov 2023 (9.75%)	1 nov 2024 (3%)	1 nov 2025 (3%)	1 nov 2026 (3%)
		\$38.06	\$39.21	\$40.38	\$41.59
1	\$34.68				
2	\$38.06	\$41.77	\$43.02	\$44.32	\$45.64
3	\$45.57	\$50.02	\$51.52	\$53.06	\$54.65
4	\$47.94	\$52.62	\$54.20	\$55.82	\$57.50
5	\$50.31	\$55.22	\$56.88	\$58.58	\$60.34
6	\$52.86	\$58.01	\$59.75	\$61.55	\$63.39
7	\$55.50	\$60.91	\$62.74	\$64.62	\$66.56
8	\$56.91	\$62.46	\$64.33	\$66.26	\$68.25
9	\$59.48	\$65.28	\$67.24	\$69.26	\$71.34
10	\$62.17	\$68.23	\$70.28	\$72.38	\$74.56

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

24.02 Flight Director premium

- **2021 14.75**
- **2022: \$15.75** ▪ **2023: \$15.90** ▪ **2024: \$16.05** ▪ **2025: \$16.20**
- **2026: \$16.35**

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

26.01 All regular and reserve blockholders are eligible for commission from the inflight sale of duty-free products, all buy-on-board sales, all excursion sales and goods from the "domestic flights" boutique.

Such payment **are exclusively for the Cabin Attendants that operated the flight and are not applicable to** Cabin Attendants that are off due to work related injury and are compensated by the CNESST, WSIB and WCB as well as the union officers that are released on a full time basis.

The commission shall be divided in equal portions between **the entire crew composition of the flight. Commissions shall be paid by flight and operating crew of the referred flight. Commissions will be based on the total sale of each flight. Only the Cabin Attendants that operated the flight will be eligible to the composition of the flight/rotation.**

The monthly duty-free commission of 10% is calculated based on the total **sales of each flight for each operating crew of the flight in reference of duty-free products**, including those on sub-contracts and deducting any duty-free losses on board the aircraft.

The monthly commission for all buy-on-board and excursion sales of 5% is calculated based on the total **sales of each flight for each operating crew of the flight in reference made through the sale of products**, including those on subcontracts and on domestic flights, and deducting any bad debt, refunds and wastage **linked to service (this does not include fresh options such as sandwiches, hot options, salads, etc).**

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

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

ARTICLE 27 HOTEL AND TRANSPORTATION COMMITTEE ARTICLE 27 UNION / MANAGEMENT COMMITTEES

PROPOSALS:

27.01 Union / management meetings

27.01.03 It is therefore agreed that the Company will meet with the Grievance and Negotiating Committee ~~eight~~ **six** times per year to review the state of their relationship and to address following items with the common objective, with a view to finding mutually satisfactory solutions. These meetings will deal with such subjects as:

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

27.01.06 Dates of these meetings will be set by mutual agreement and minutes will be prepared by the Company and made available to all concerned within ~~40~~ **30** days following such meeting, excluding Saturday, Sunday and statutory holidays.

27.X Grievance Committee

It is therefore agreed that the Company will meet with the Grievance Committee six times per year to review and find mutually satisfactory solutions.

27.02 Meeting with different committees

The Company shall release a maximum 4 **3 committee members**, including the Chair of the committee and 3 **2 Cabin attendants** (1 Cabin Attendant per base) from any other scheduled duty to attend meetings of each committee established under these provisions, except for the Health and Safety Committee. It is agreed upon that the Component link is recognized as a committee member and may attend meetings as a ~~fifth~~ **fourth (4th) committee member** at the cost of the Union. Should the Company require the release of more than 4 **3 Cabin Attendants** it shall cover all their costs.

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

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

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

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

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

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

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

The committees and the Company will schedule meetings by the 12th of the preceding month at 23:59 local time.

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

Comittees required	# of meeting / year	Preparation
Inflight Services and Environment	4	1 day
Crew meal	2	½ day
Duty-Free	2	½ day
Interline	2	½ day
Personnel Management	2	1 day
Environment	As required	½ day
Hotel and Transport	2	1 day
Uniform	2	½ day
Pink Triangle	As required	½ day
Pension	2	½ day
Insurances	1	1 day
Women	As required	½ day
Block Review	2	½ day
Employment Equity	1	½ day
Review Flight Program	2	½ day
Diversity	1	½ day

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

~~Pink Triangle Committee~~

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

Environmental Committee

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

27.02.01 Hotel and Transport Committee

Composed of one Cabin Attendant representative per home base, this Committee is designed to evaluate hotels and any other related matters dealing with accommodations when Cabin Personnel are away from home base. Committee members will be compensated as per article 27.02. The chair of the committee shall be released for an extra day to prepare for the meetings.

Moreover, a member of the Hotel and Transport Committee will evaluate the hotels shortlisted for visits beforehand by the Joint Committee in accordance with the selection grid (Appendix D) and the Terms of Reference For this purpose, the Company will release the committee member concerned from his duties, for the agreed upon time, so that **the committee member** can accompany the other members of the Joint Committee.

The Hotel and Transport Committee may evaluate all the hotels on a yearly basis by providing the Cabin Attendants with a hotel survey. This survey will be used by the Committee to determine and to advise the Company of the hotels/destination that require change for the upcoming season. **The Hotel and Transport Committee must inform the company that a survey will be launched and share the final results to sustain any required changes in order to initiate the RFP process.**

A list of changes will be forwarded to the Company each year. For this purpose, hotel visits will be scheduled approximately 2 months prior to the start of the season or as soon as a new destination is determined. The Union's Committee representative(s) will then notify the company on the hotels approved. During hotel visits, committee members are covered by the collective agreement including article..

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

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

The Hotel and Transport Committee is responsible for the following:

1. In collaboration with the members of the Joint Hotel Committee, create the short list of hotels to be visited for each destination.
2. In collaboration with the members of the Joint Hotel Committee, determine the perimeter of the downtown or waterfront tourist zone **permitted for each destination based on recommendations, area information, RFP constraints** of each destination;
3. In collaboration with the members of the Joint Hotel Committee, determine the best possible solution in the event that a hotel is unavailable or unsustainable in the selected perimeter;
4. To accumulate the comments from Cabin Attendants concerning the hotels and transport used **and inform the Company of any trends with sustained examples.**
5. To ensure that the Company respects the criteria established;
27.02.01
6. **To advise the Company that a change of hotel is immediately necessary; based on incidents, service failures and reports that substantiate a change is required in order to align with the criteria in Appendix D.**
7. The final selections shall be agreed upon by both parties by approximately April 1 of each year for the summer season, and by approximately November 1st of each year for the winter season.
8. The Committee will meet twice a year, in the fall in order to prepare the winter season and in the spring in order to prepare the summer season and to discuss the hotel situations. It is understood that, in addition to the meetings, on an exceptional basis, a conference call may be required to address a particular issue.

9. All operational issues must be sent to the Crew Scheduling Department Manager.

10. If a relocation is needed and is known more than 96 hours before the crew arrival, the Company and the Hotel Committee will select an alternate hotel to be used temporarily should a major event impact the use of the contracted hotel.

APPENDIX J. HOTEL AND TRANSPORT COMMITTEE TERMS OF REFERENCE

1) Introduction

The goal of this Committee is:

- _To ensure that crew accommodations meet the established criteria under the collective agreement and its appendixes;
- _To ensure that crew accommodations are **safe**, sustainable and in accordance with appendix D (cost, environment etc.) and
- To resolve any issues related to approved hotels and transportation.

This Committee is designed to jointly participate in the process of hotel selection, from hotel **sourcing** to final approval.

2) Duties & Responsibilities

Hotel selection:

Hotel visits will be scheduled approximately 2 months prior to the start of the season or as soon as a new destination is determined.

The Company commits that, when selecting layover accommodations under this Article it will, acting reasonably, be guided by, the following:

- Transportation factors (Time, Comfort, Cost)
- Availability of suitable accommodation at either location.
- Safety/security issues
- Hotel Standards
- Contract conditions

The Committee Chair or his designate, in collaboration with the Company's representative, will be responsible to:

- 1) Review the response from the Requests For Proposals (RFP);
- 2) Define the downtown area or southern waterfront tourist zone;
- 3) Determine the best possible solution in the event that a hotel is unavailable or unsustainable in the selected perimeter by applying the principles of point 8 below;
- 4) Identify hotels to be visited. For Southern destinations, the all-inclusive costs to the Cabin Attendants will be considered;
- 5) Visit and evaluate hotels according to Appendix D;
- 6) Joint on-site post evaluation debrief;
 - a. All Committee members present will share their initial evaluation;
 - b. Submit final evaluation grid to the Company Committee member with final decision of hotel approval within 48 hours of the visit.
- 7) Once the contract is signed, the Company will immediately inform the Committee of the selected accommodation and all pertinent information (**crew advantages**). When necessary and upon agreement, the Committee will make joint communication to Cabin Attendants.
- 8) The Committee will extend the perimeter downtown area or of the waterfront tourist zone if a hotel cannot be found due to one or more of the following:
 - _ Non-availability;
 - _ No response to RFP following comprehensive efforts;
 - _ Non-conformity with the mandatory criteria of Appendix D;
 - _ Unsustainable cost increase compared with the destination's market value.

In such a case, the contract will be signed for one season only and a new selection process will take place the following year.

Problem Resolution

- _ Analyse and agree to solutions to issues raised by Cabin Attendants.
- _ Agree to options if a change of hotel is immediately necessary due to risks to security, health and safety or when there is unresolved important issues **that impact crew rest (i.e construction noise)**
- _ If the Joint Committee cannot agree, the problem will be referred to the Component Executive **and the Vice-President of Inflight services and**

Customer Experience to determine, what actions are necessary to resolve the problem.

3) Access to documentation

The Committee members will have access to any information considered essential to perform their duties such as:

- _ Sourcing lists – upon request
- _ RFP summary document (long list) including all pertinent information **to Appendix D**
- _ Crew care summary report
- _ Corporate security audit report (if conducted)

Committee responsibilities and information required.

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

The parties agree that any significant change in service and/or Cabin Attendant duties will not result in work intensification. In order to monitor this, a job task analysis will be done. The baseline for the job task analysis will be new service (EuroBistro) with the reduced complement. The Union and the Company will jointly decide on who will conduct the job task analysis

ARTICLE 28 GRIEVANCE PROCEDURE

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

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

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

Level I

Meeting with the Inflight Service ~~Performance~~ Manager or his/her representative at the Cabin Attendant's home base.

28.02 Grievances under this Article may be initiated by any Cabin Attendant, or group of Cabin Personnel, who consider themselves aggrieved, or by the Union, provided such grievance be filed within a period of 60 days after the grievor(s) would reasonably have knowledge of the incident giving rise to the grievance. Moreover, the Cabin Attendant subject to disciplinary action or discharge who feels unfairly treated may lodge a grievance through the Union within 45 **30 days** of receiving the Company's decision, excluding Saturday, Sunday and statutory holidays.

The Union may file directly at Level II of the grievance procedure any grievance relating to the discharge of a Cabin Attendant and any grievance relating to harassment in the workplace as per article 0.

ARTICLE 29 DISCIPLINE, DISCHARGE AND PERSONAL FILE

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

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

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

29.06.02 Consultation of personal file

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

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

At the Cabin Attendant's request, the Company will send an electronic copy of his personal file.

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

The document must be available for him to sign prior to any investigative or disciplinary meetings. **However, a copy is not necessarily given to the Cabin Attendant.**

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

ARTICLE 32 EMPLOYEE BENEFITS PLAN

i. Group insurance plan and summary of benefits

b) Short-term disability insurance

All Cabin Attendants entitled to disability insurance will benefit from:

66 2/3 % of the weekly salary (75 hours x hourly rate + premium, if applicable x 12, divided by 52 weeks), up to a maximum of one thousand dollars (1,000\$) in the event of disability of no more than ~~15 weeks~~ **26 weeks** (a waiting period of 7 calendar days, including white days, is applicable to each period of disability).

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

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

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

ARTICLE 34 NON DISCRIMINATION

Cabin Personnel who believe they are victims of harassment may first make a complaint under the Policy. Then, they can exercise their recourse under Articles 28 at Level II, 29 and 30, as well as under the Canadian Human Rights Act.

Definition

~~Harassment consists of any course of vexatious comment(s) or conduct that is known or perceived to be unwelcome such as bullying, ostracizing, shunning employees and abuse of authority. Harassment means conduct that creates an intimidating, threatening, coercive or hostile work environment. Harassment also means any behaviour, remarks, action or contact that may offend or humiliate a Cabin Attendant with regard to any of the criteria specified in **Erreur! Source du renvoi introuvable.**, or which, in the same regard, may reasonably be interpreted by that employee as putting his job or possible training or advancement at risk unless certain conditions of a sexual nature are met.~~

~~Without limiting the definition in 0, it is agreed that sexual harassment is a particular concern to both parties; consequently, it is agreed that sexual harassment includes, but is not limited to:~~

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

Policy on the prevention of harassment and violence in the workplace and complaints handling

01. The Company will inform all its Cabin Personnel as well as its management personnel **of its Policy on the prevention of harassment and violence in the workplace and complaints handling annually.** Any violation of this policy may give rise to disciplinary action. The Company will also apply this policy to Cabin Personnel in initial training.

02. ~~Cases of sexual harassment and other forms of harassment will be considered discriminatory and the Company agrees to deal with them quickly.~~

03. The Company recognizes the principle that it is its responsibility to maintain a work environment that is free from any discrimination, and the Union agrees, insofar as possible, to inform Cabin Attendants and increase their awareness of the current policy.

Anti-harassment policy

~~The parties agree that harassment must be prevented and corrected. In order to do so, all complaints will be treated seriously and dealt with diligence.~~

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

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

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

The investigation

~~The investigation must ensure :~~

01. ~~Confidentiality of complaints and investigations;~~

02. ~~Both parties' right to be heard and accompanied by a union representative of their choice;~~

03. ~~The parties' right to be informed in writing of any decision relating to the dispute;~~

- ~~04. The right of the alleged victim not to work with the alleged harasser, without prejudice to the alleged victim's rights or salary;~~
- ~~05. The alleged victim's right to be protected against any form of retaliation;~~
- ~~06. The alleged victim's right to have no information on his personal life, lifestyle or style of dress be taken into consideration during the internal investigation, including their personal file;~~
- ~~07. The decision resulting from the investigation and steps taken by the Company will be communicated in writing to the employee making the complaint and to the alleged harasser;~~
- ~~08. Upon recommendation from the person in charge of conducting the investigation, the Company may take appropriate disciplinary action, in keeping with the damage caused;~~
- ~~09. Both parties concerned shall be kept informed of the case's progress on a regular basis;~~
- ~~10. When the Company meets with a Cabin Attendant in order to conduct an investigation, he may be accompanied by a union representative.~~

ARTICLE 35 TRAVEL BENEFITS

35.05 Travel Privileges

Employees who resign or retire after 25 full years of service or more will be granted access to unlimited standby tickets only for Transat flights. They will be governed in accordance with the conditions outlined in the Blue Pass policy.

ARTICLE 36 PROFIT SHARING PLAN

~~As of 2017 financial year, covering the period from November, 1st 2016 to October, 31st 2017. The Cabin Attendants shall benefit from the profit sharing plan set up by the Company, as follows:~~

~~**36.01** Every year, an employee bonus is based on 5% of profits before dividends, extraordinary items, senior management bonuses and Transat A.T. Inc. taxes for the financial year ending October 31st.~~

~~**36.02** The bonus shall be calculated based on the Company's consolidated, audited results. It shall be distributed to participating employees and prorated to the salary they earned during the reference period. Salary earned includes all revenues except the Company's contribution to the Cabin Attendant retirement plan and the bonus paid out during the reference year.~~

~~Example: Bonus Calculation~~

~~Assuming a payroll of 198 million\$:~~

~~Pretax profits of 30 million\$
30,000,000\$ x 5% = 1,500,000\$ / 198,000,000\$ = 0.757%
For a salary earned of 50 000\$ _____ = 378.50\$ bonus~~

~~**36.03** Information concerning profits before dividends, extraordinary items, senior management bonuses and Transat A.T. taxes as well as the payroll used to determine the annual bonus shall be sent to the Union, in writing, no later than January 15 each year.~~

~~**36.04** To be eligible for the bonus, Cabin Attendants are required to have been employed by the Company during the reference year of the bonus. If, at payment, the Cabin Attendant is absent or laid off, the bonus shall be paid to him in accordance with his instructions.~~

~~**36.05** If financial results are achieved, the payment is made on or about February 15.~~

ARTICLE 37 DURATION OF AGREEMENT

37.03 This Agreement will become effective from the time it is ratified and will continue until **October 31, 2026**, subject to any amendments made by written agreement between the parties.

ARTICLE B3 PAIRINGS

B3.01 Pairings will be available, ~~in sufficient numbers, in the crew lounge and~~ online from 17:00 EST/EDT on the 11th day of each month until no later than the 12th day at 17:00 EST/EDT. The daily reserve staffing forecast requirements are available during this same period. Cabin Personnel will have from the 11th day at 17:00 EST/EDT to the 21st at noon of each month to enter their bids in the PBS. Any revisions shall be provided to Cabin Personnel as they occur.

B3.02.02 Regular blocks will indicate days off and white days as well as pairings, **and all other activities planned.**

ARTICLE B4 AWARD INFORMATION

B4.03 The Company will publish on the intranet the names of Cabin Personnel requiring training during the month prior to the 12th of the preceding month or the next business day if the 12th falls on a week-end or statutory holiday.

- 1) The names of Cabin Personnel requiring training during the month;
- 2) Special assignments ~~as soon as they are received from the Marketing Department.~~

B4.04 The Company will publish the following information on an annual basis:

- 1) The names of Cabin Personnel on vacation;
- 2) ~~The names of Cabin Personnel scheduled for Flight Director Program activities~~
- 3)

B5.08.01 Change to commercial schedule, reduction or fusion of block complement

Add the table in the Annexes and modify the language at B5.08.01 as proposed.

In the event of a commercial schedule change that does not require a reduction or fusion of complement, the Company may modify the pairings based on operational requirements. In this case, the Company will inform the cabin attendant affected by leaving a message on E-CREW.

~~If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified 2 days prior or more to the time that the cabin attendant has to report for his trip, the Company will inform the cabin attendant affected by leaving a message on E-CREW. In this situation, the trip will be awarded in order of classification seniority. If the senior cabin attendant does not want this trip, he must advise crew scheduling as soon as possible and no later than 18:00 EST/EDT two days prior to the flight departing. All flights/pairing rejected by the senior cabin attendant, will be placed on open. This flight/pairing however cannot be re-given to the same senior cabin attendant while on reassignment. Furthermore, following a block re-work only, a junior cabin attendant can open bid for the flight they have lost and will be given priority for that open flight.~~

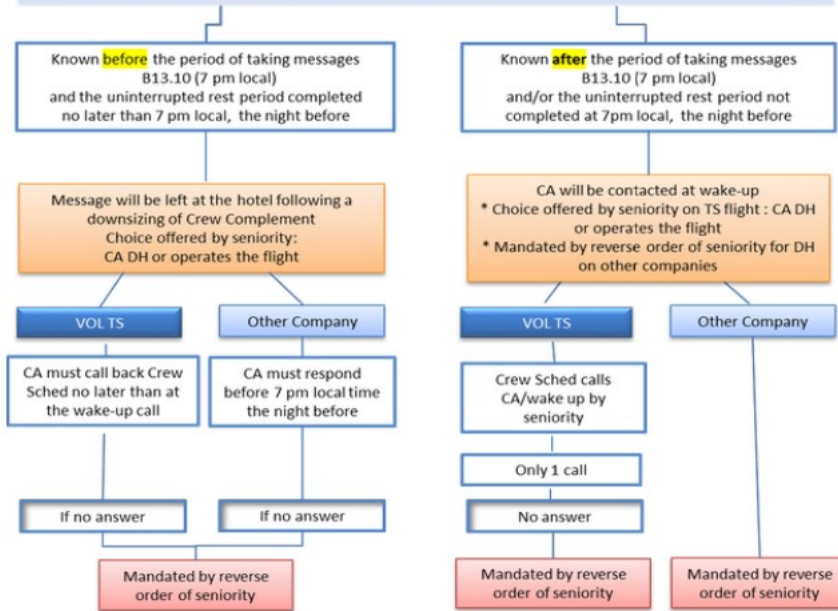
~~If the reduction in complement is identified less than 2 days prior and before the cabin attendant reports to operate his trip, the flight/pairing will be awarded in order of seniority. Once this step has been taken and the positions are still not covered, the Cabin Attendant(s) with the least seniority will be assigned to that trip, without choice, until the required complement is met.~~

~~If the flight/pairing requiring a reduction in complement (fusion of two flights or pairing, change of aircraft) is identified at the time when a cabin attendant reports to operate his trip, then the award of this trip will be offered, in order of classification seniority, with right of refusal. Once this step has been taken and the positions are still not covered, the Cabin Attendant(s) with the least seniority will be assigned to that trip, without any right of refusal, until the required complement is met.~~

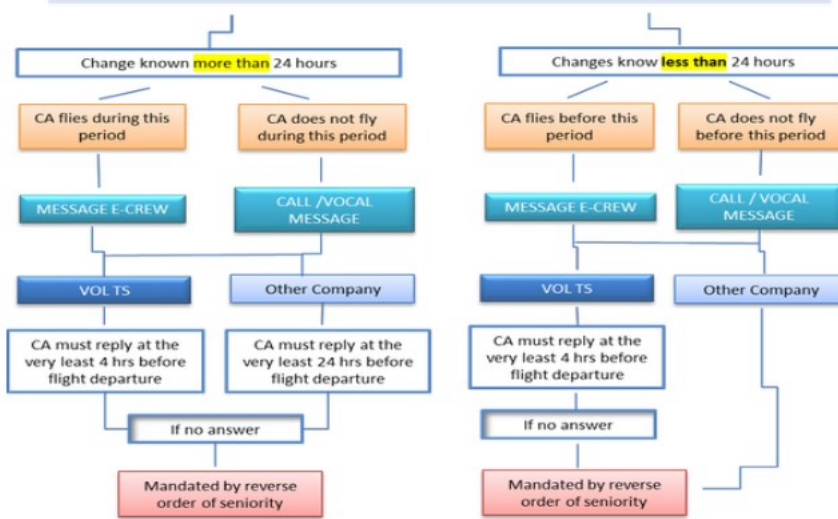
~~The Cabin Attendant whose trip is taken away is subject to reassignment in accordance with **Erreur! Source du renvoi introuvable.**~~

~~Should a reduction or fusion of block complement generate a requirement for one or more Cabin Attendant to deadhead on Air Transat and if time allows, the deadhead on Air Transat will be offered by seniority.~~

B5.08 CREW COMPLEMENT DOWNSIZING OUT OF BASE



B5.08 CREW COMPLEMENT DOWNSIZING AT THE BASE



- ❖ Note that a deadhead by bus is considered "Other Company".
- ❖ Crew Sched must also respect the DAYS OFF/LOAs, VACATIONS/HOLIDAYS and other activities/CAs scheduled flights.

B5.09 Pairings – Foreign languages

- **Modify annex B (2006): Anyone hired after 2006 may remove themselves from the list on a yearly basis.**
- **Any new hires are required to stay on the list for a period of two years.**

Upon the implementation of Jeppesen, the Employer and the Union commit to revising this article within 90 days, provided the system's capabilities permit enhancements to the LQ bidding rules. The primary objective of these discussions will be to maximize the number of flights covered by LQ-qualified crew members.

Pairings requiring the presence of a Cabin Attendant who is proficient in the language of a given flight destination will be awarded according to seniority and will first be subject to bids from a Cabin Attendant belonging to the Flight Attendant classification.

If no Flight Attendant whose name is marked on the list of Cabin Personnel qualified for a foreign language has bid for the pairing identified to that effect, the CSO will draft the qualified Flight Attendant with the least seniority.

However, if no Flight Attendant qualified for a given language has completed the "Foreign Languages Qualifications" form available from In-Flight Service (see Appendix B), then a Flight Director classification who has filled out the form may be awarded a foreign language pairing, in order of seniority.

It is understood that Air Transat is serving countries where official language qualified cabin attendants could be used. These cabin attendants will be maintained and updated as per Appendix B. When cabin attendants on the official LQ list are on a language qualification route, he will receive the LQ credits as per article B15.05 only if they are doing the official announcements and all related duties.

B5.09.01 For flights requiring Cabin Personnel qualified in the official language of the country served by Air Transat, the Company may assign a maximum of two Cabin Attendants who speak the official language of the country, if that flight is operated on an A-330, and one Cabin Attendant in the case of a B-757, B737, A340 or A320.

On official language flights of countries served by Air Transat, a maximum of 2 cabin attendants on wide bodied and one Cabin attendant on the narrowbodied aircraft will be paid the LQ credits. The Cabin attendants that will receive the credits will be based on seniority and the current LQ list of that year.

B5.09.02 On the other hand, for any pairing combining more than one destination requiring Cabin Attendants qualified in the official language of each country served by Air Transat, the Company establishes the language qualifications required of the Cabin Personnel. A maximum of 2 qualified Cabin Attendants per flight will be assigned if the pairing includes 2 destinations requiring two foreign languages or

a maximum of 3 (A330) if the pairing requires 3 Cabin Attendants who are language qualified.

B5.09.03 At the choice of the Cabin Attendant, a maximum of 70% of the monthly average of 75hrs = 52 hours) shall consist of flights with language requirements for Cabin Attendants who are language qualified. The difference in hours will be given, by seniority, at the choice of the Cabin Attendant. The flights not covered by language qualified Cabin Attendants, shall be assigned to Cabin Attendants on reserve with partial blocks and have a foreign language qualification.

A subcommittee will be created to analyse options that will not negatively impact the LQ coverage and at a reasonable cost for system configuration.

B9.06.01 The Company must prioritize a reserve blockholder who is language qualified to replace a language qualified Cabin Attendant when the latter cannot operate his pairing, provided that Articles B9.05 and B9.06 are adhered to. No pairings are to be held back by the Company for the reserves that are language qualified. Addition of language qualified pairings to the reserve blocks

When a route language flight has the need to call a reserve cabin attendant, the reserve sequence as per article B9.05 and B9.06 will be respected.

When language qualified pairings remain available following the application of B5.09.03, the Cabin Attendants on reserve shall be assigned by seniority to a varied block with flights and days on reserve. The Cabin Attendants with language qualifications on reserve shall be assigned a block with a maximum of 37.5 hours per month, the other flying hours shall be assigned on their days on reserve. Following this exercise, no flight shall be withheld by the Company in order to use reserves that are language qualified.

The whole of articles B5.09.03 and B15.05 applies to Cabin Attendants who have a mixed block of flights and days on reserve.

B6.09 Exceptional and uncontrollable circumstances

Notwithstanding article 3.01, under exceptional and uncontrollable circumstances, a 750.00\$ premium, over and above premium provided under Article B6.07, will be given to Cabin Attendants working beyond the absolute daily maximum limitation allowed in Article B6.06.

If circumstances change after accepting this premium, leading to a longer on duty period than agreed to at the time of the offer, the cabin personnel will be notified of any changes and may at any time change decision and exercise their legal rest period as provided in Article B13.02.

It is understood that the cabin personnel's choice is made on an individual basis, and that no undue pressure or retaliation may be imposed to a cabin personnel refusing the premium to exercise his/her legal rest period.

The Company acknowledges that exceeding the absolute daily maximum limitation as defined in Article B6.06, is an exceptional measure and not a common practice.

Nonobstant l'article 3.01, lors de circonstances exceptionnelles non contrôlables, une prime de 750,00\$, en plus des primes prévues à l'article R6.07, sera donnée aux membres d'équipage pour dépasser la limitation absolue prévue à l'article R6.06. ~~Cette prime peut seulement être utilisée pour ramener l'avion à n'importe quelle station située au Canada.~~

Si après avoir accepté la prime, les circonstances changent menant à une période en devoir plus longue que celle acceptée lors de l'offre de la prime, les PNC seront avisés de tout changement et pourront à tout moment changer d'idée et se prévaloir de leur repos réglementaire tel que prévoit l'article R13.02.

Il est entendu que le choix du PNC est fait sur une base individuelle, et qu'aucune pression ou représailles liée à sa décision ne pourra être imposée à un PNC qui refuse la prime pour se prévaloir de son repos règlementaire.

La compagnie reconnaît que le dépassement de la limitation absolue telle que définie à l'article R6.06, est une mesure exceptionnelle et non pas une pratique courante.

B6.10.02 Rest facilities for Cabin Personnel

In accordance with the following stipulations, rest facilities for Cabin Personnel will be established aboard the aircraft in order to give the Cabin Attendants some privacy.

- **Crew seats reserved at all times for flights of 7 hours and/or more (scheduled time) and departures after 22:00 at Canadian stations.**

Rest facilities will be reserved as follows: seats 39-ABC on the Boeing 757; seats 31- ABC on the Airbus 320; seats cabin "D" last row DEF on the Airbus 330, last row of seat DEF on the Airbus 310 and seats 29 ABC on the Boeing 737. The designated seats will be made available to revenue or interline passengers only once all other seats have been taken; however, the seat covers must be identified with "crew/équipage". These rest facilities may change due to any subsequent modifications in the aircraft configuration, including modifications for commercial requirements; however, such changes will be made only upon consultation with the Union. Moreover, in order to give Cabin Personnel some privacy, the galleys must be equipped with curtains In order to ensure that the seats are assigned

correctly, the Company must:

- Integrate, at the stations, where the technology is available, within the seat selection system, parameters that ensure that the rest facilities are not assigned to passengers, unless all other seats are occupied;
- At the destinations where the cabin plans are used, the stickers identifying the rest facilities shall be removed in order to for passenger seats to be identified by hand;
- Continue inspections and reminders systematically, for the entire duration, across the stations;
- Continue to identify on the passenger manifest, for all aircrafts, all the rest facilities as rest areas on board for the crew;
- In a situation where the designated rest facilities are assigned by ground personnel and that the seats are board the aircraft are not all occupied, we shall ask a passenger service agent or a representative of the Company to relocate the passengers to another seat on board the aircraft. A maximum of 15 minutes is allotted for each leg of the flight;

117

- For all flights with a double stop, the rest facilities for the crew shall be reserved up to the second stop, at which time they may be assigned if all other seats are occupied;
- A flight shall be considered as full when the number of passengers is superior to the total number of seats on the aircraft, excluding the rest facilities. Air Transat commits to reconfigure the aircrafts with crew comfort seats in the cabin. This reconfiguration shall take place gradually. When the reconfiguration of the cabins begins, the Cabin Attendant shall be entitled to sleep on board during their rest period only on the aircrafts that have dedicated crew comfort seats. Whether or not the aircraft is equipped with crew comfort seats, the Cabin Attendant can sleep on night flights during their rest period. The Company and the union agree to dedicate a certain number of crew jumpseats /comfort seat (similar or identical to the type that are currently on the former Aero Mexico A330) to Cabin Attendants to allow them additional comfort during their inflight rest periods on wide-body aircraft types. In the event where no suitable space exists for these seats on certain aircrafts, the parties will examine other options to resolve this situation. These options could include the payment of a premium when Cabin Attendants are required to work on an aircraft that is not equipped with crew seats and when the crew row is unavailable.

ARTICLE B7 REASSIGNMENT

B7.03 Communication with CSO

A Cabin Attendant who is informed in accordance with Article B7.02.01 and who has to be reassigned may be contacted by the CSO between 19:00 and 20:00 local time for each home base on the day before the date of the cancelled pairing unless he is entitled to a rest period provided in Article B.13.01.06 for that time of the day. At the time of this call, CSO can award a pairing for the following day if need be. CSO will contact the Cabin Attendants in reverse order of seniority. If the CSO is unable to reassign the Cabin Attendant at the time of his call, he will remain

available between 07:00 and 08:00 the following day (local time for each base), unless the Cabin Attendant is entitled to a rest period provided in Article B.13.01.06 for that time of the day. **In the event that CSO was unable to reach the Cabin Attendant when the call is placed, the Cabin Attendant will have 5 minutes to call CSO back. No second call will be placed.**

ARTICLE B8 OPEN PAIRING

B8.08.03 Award for pairing available on open 48 hours or less before departure of pairing

The CSO will award the open pairing in the following order:

1. A Cabin Attendant on reassignment according to Article B7; for each Cabin Attendant classification;
2. A Cabin Attendant who volunteers for obtaining a pairing, without the possibility of substituting a pairing, in order of seniority for each Cabin Attendant classification;

Note: ~~in applying the terms in item 02 above, the CSO will notify the Cabin Attendant as soon as possible~~ **The assignment will be done on ecrew at the latest 12h30 minutes before departure.**

Twelve hours prior to departure, all flights will be assigned as per Article B9.

~~**B8.10 If the Cabin Attendant so wishes, he may remove himself from an open bid by 18h00 EST/EDT 2 days prior to the flight or pairing. If the Cabin Attendant so wishes, he may remove himself from an open bid up to 13 hours prior to the flight or pairing departure.**~~

B8.11 If an error on the award is suspected, the Cabin Crew must send an inquiry no later than 12 hours after the award. In the event that an error was made, the following procedure will apply:

1. **Senior CC (A) must contact CSO within 12h00 of the award**
2. **If the pairing was awarded to junior CC (B) by error, CSO will correct the error; remove pairing from junior CC (B) and award to senior CC (A)**
3. **Junior CC (B) will be given his original pairing back, or if applicable, awarded another open which they had bid for but did not receive because of the error.**
4. **If that pairing had already been awarded to another CC (C), CC (C) will be put back on original schedule.**

ARTICLE B11 SHARED BLOCKS AND MINI BLOCKS

B11.08.07 The long-term mini-blocks are of a minimum duration of 6 months, **9 months** and a maximum of 12 months based on the following options:

November until April;
September until May;
May until April;
~~September until May.~~

ARTICLE B9 RESERVE

B9.01 Preparation of reserve blocks

B9.03.01 Days off.

A reserve blockholder will be entitled to receive 12 days off in each month, including 5 untouchable ones, according to the following combination: *****X *X X*** XX XX. The order of these combinations may vary.

Note: The Company is open to meet with the PBS committee once the new bidding system will be fully implemented to discuss the possibility of reviewing the days off pattern for the reserve, without any obligation for a result by the parties.

B9.08 A reserve blockholder will not be assigned to a flight that overlaps onto one of his days off if another reserve blockholder, in the same classification, whose days off would not be affected, is available and qualified to operate the flight; however, if the Cabin Attendant's days off must be moved, the assignment will be given to the Cabin Attendant whose number of days off will be the least affected. It is agreed that untouchable days off cannot be changed.

B9.12 AM / PM reserves.

RAM hours of reserve will be from 00h00 to 11h59. RPM hours of reserve will be from 12h00 to 23h59. A Cabin Attendant on reserve during one of these periods must be available according to the terms of Articles B9.09 and B9.09. When you have a RPM shift followed by a white day, your shift will end at 23:59. When you have a RPM shift at the end of the 125 month, your shift will end at 23:59. If a called is made outside the hours above, it will be considered a draft and the draft premium will apply.

The union is open to meet with the employer once the new Jeppeson system will be fully implemented to discuss the possibility of reviewing the reserve

hours pattern, without any obligation for a result by the parties.

B9.17 When a flight or a series of flights are assigned to a Cabin attendant on reserve and later removed, and should the Cabin attendant be on route, it is agreed that the flight is considered being part of his flight program; all credits for the flight assignment will be prorated paid. Cabin attendant will have a legal rest period as per article B13 starting at the time of notification of removal of assignment.

ARTICLE B10 DRAFT

B10.01

The Company acknowledges that drafts are exceptional measures and not common practice.

B.10.02 Addition of a point 1.5: the assignment will be offered to a FD who is CA on the flight by seniority.

B10.04.01

No draft will be done to cover a departure leaving 6 hours or more after the call.

However, a draft may be initiated more than 6 hours before the departure if the number of reserves is not sufficient to cover the operational requirements.

~~Cabin Personnel will be drafted in reverse order of seniority, according to the following sequence:~~

- ~~1) Cabin Personnel that have less than 65 hours and are on a white day;~~
- ~~2) Cabin Personnel that have more than 65 hours and are on a white day;~~
- ~~3) Cabin Personnel that have less than 65 hours and are on a day off;~~
- ~~4) Cabin Personnel that have more than 65 hours and are on a day off;~~
- ~~5) Cabin Personnel that have more than 65 hours and are operating a scheduled flight or pairing that day.~~

B10.07 When a flight or a series of flights are assigned to a Cabin attendant on a draft assignment and later removed, and should the Cabin

attendant be on route, it is agreed that the flight is considered being part of his flight program; all credits for the flight assignment will be prorated paid. Cabin attendant will have a legal rest period as per article B13 starting at the time of notification of removal of assignment.

* WILLING TO FLY

To implement a *Willing to fly* concept, changes would have to be made at the following articles:

B10.01 **Standard draft sequence**

B10.04.01 Cabin Personnel will be drafted in reverse order of seniority, according to the following sequence:

- ~~1) Cabin Personnel that have less than 65 hours and are on a white day;~~
- ~~2) Cabin Personnel that have more than 65 hours and are on a white day;~~
- ~~3) Cabin Personnel that have less than 65 hours and are on a day off;~~
- ~~4) Cabin Personnel that have more than 65 hours and are on a day off;~~
- ~~5) Cabin Personnel that have more than 65 hours and are operating a scheduled flight or pairing that day.~~

1) Cabin Attendant identified as *Willing to fly* that is on a white day, CON, CONG with no activity affected, in order of seniority.

2) Cabin Attendant identified as *Willing to fly* that is on a white day, CON, CONG with substitution, in order of seniority.

3) Cabin Attendant not identified as *Willing to fly* that is on a white day, CON, CONG with no activity affected, in reverse order of seniority. The Cabin Attendant as the choice to accept or refuse the draft.

4) Cabin Attendant not identified as *Willing to fly* that is on a white day, CON, CONG with substitution, in reverse order of seniority. The Cabin Attendant as the choice to accept or refuse the draft.

Cabin Attendant identified as *Willing to fly* that refuses to fly when called by the CSO will be remove from the list and the original schedule will prevail. More so, the Cabin Attendant will not be able to reapply to be *Willing to fly* for the day.

B10.04.0X A Cabin Attendant will not be drafted if the rotation is affecting training and/or meetings scheduled.

**** B10.04.0X During a layoff period, the *Willing to fly* procedure will be temporary suspended. Therefore, a Cabin attendant drafted will not be able to refuse the assignment.**

B10.04.02 A Cabin Attendant will not be drafted if:

1. it is impossible to rectify his overprojection (i.e., over 95 hours), during the current month as per article.;
2. **he has already been drafted during the current month and the Company has not attempted to draft all other Cabin Attendants on the *Willing to fly* list.** ~~at the base. In the event that a Cabin Attendant is drafted any other time during the same month, he may refuse the draft.~~
3. he was unable to benefit from the minimum rest period provided for in .;
4. ~~the draft is on the days immediately before and/or after a vacation period;~~
5. ~~the draft reduces the guaranteed minimum number of days off, unless another day off is granted to him during the same month or doubled during the following month. He shall not have a day off repaid retroactively.~~

ARTICLE B11 SHARED BLOCKS AND MINI-BLOCKS

B11.01 To reduce the impact of layoffs, and to give access to cabin crew to shared blocs and mini blocs, they will be offered according to the following terms and conditions:

- Two Cabin Attendants in the same classification, for a given period of time, will submit a joint bid to share a regular or a reserve block for any period in which no vacation falls, for a minimum period of 1 month and a maximum of 3 months. The bid must be submitted to Planning before the 12th day of the month preceding the start of the shared block;
- The monthly regular or reserve block will be awarded according to the Cabin Attendant with the least seniority;
- In order to share pairings, the 2 Cabin Attendants will indicate, within 2 days after the monthly block has been awarded, which of the 2 Cabin Attendants will operate each part of the block (white days, reserve days, days off and pairings);
- For regular blocks, the 2 Cabin Attendants will receive flight time credits and flight time applicable to the pairings operated during that period;
- By way of exception, in this case, Article B15.01.01 (minimum 65 hours) will not apply to the Cabin Attendants concerned;
- For reserve blocks, a Cabin Attendant will receive half the credits provided in the guaranteed minimum or the flight time credits actually worked, whichever is greater;
- The cumulative total of the flight time and/or credits of the 2 Cabin Attendants may not exceed 95 hours a month.
- The shared block will be final and binding unless one of the 2 Cabin Attendants concerned is laid-off during that time, in which case, the other Cabin Attendant will be obliged to operate the pairings in the laid-off Cabin Attendant's block;
- The Cabin Attendant's benefits will continue to accrue for the first 6 months of work on a shared block. Over and above that period of time, the benefits will be prorated according to the time worked. This clause applies to pay progression, vacation, sick leave credits and all applicable employee benefits;
- Shared blocks will be offered and available when the Company's operational requirements so allow;
- ~~A Cabin Attendant qualified for a foreign language may not obtain a foreign language block and a shared block for the same month.~~

ARTICLE B12 TRIP EXCHANGES

This article is applicable at the time of the implementation of electronic trip trade.

General A trip exchange is a reciprocal donation of flights between two Cabin Attendants.

In a block month, a regular blockholder may initiate and/or accept **an unlimited number of exchanges and** donations ~~a total of 3 trip donations from another regular blockholder~~. In addition, a reserve blockholder may initiate and/or accept a

total of 3 reserve exchanges with another reserve blockholder. A reserve blockholder can also exchange a full block with another reserve blockholder.

Cabin Crew will be able to donate a flight without being blocked from obtaining any other work assignment on that day. The day where a flight was donated is given becomes considered a white day. A Cabin Attendant may donate a trip to another Cabin Attendant as long as they both respect the terms of Articles B12.01, B12.02 and B12.03.

~~If, under exceptional circumstances, a Cabin Attendant would like to make more than 3 trip donations during the same month, the request will be examined by InFlight Service.~~

B12.01.01 Exchanges/Donations

The reserve blockholder requesting to exchange a full reserve block will submit his request to the CSO within 72 hours following the publication of the schedules.

Requests for exchange or donation requested ~~72~~ **24 hours** or less before the departure of the pairing must respect the following conditions:

1. Cabin Attendants cannot exchange or donate an originally awarded pairing which includes a deadhead on another carrier except in the case of a subcontract or unless the carrier does not charge the Company an extra fee to change the ticket.
2. The exchange does not conflict with more than one other pairing on the Cabin Attendant's schedule except in the case of a subcontract.

~~**B12.04** During the period of this pairing, a Cabin Attendant who makes a trip donation may not:~~

- ~~• obtain an open pairing (including a sub-contract);~~
- ~~• accept an exchange or a donation of a flight; • accept a special assignment;~~
- ~~• be drafted.~~

ARTICLE B13 LEGAL REST PERIODS

B13.07.06 If a Cabin Attendant is released from a pairing for administrative reasons (ex: meeting with In-flight Service) the remaining days of the pairing shall be « white days » with the hours guaranteed and the Cabin Attendant will not be put on reassignment. The “white days” may be “available” (available for flight, reassign, etc...) or « not available » depending on the needs of In-Flight Service.

ARTICLE B14 MONTHLY CALCULATIONS

B14.04 The Company will provide hard-~~copy~~ **electronic** copies of the Cabin Attendants monthly time sheets to each Local President.

B15.05 Foreign language credits

When a language other than the 2 official languages of Canada is required on a given ~~pairing block~~, the Cabin Attendant assigned ~~as LQ~~ to an identified foreign language ~~pairing~~, having the required language qualifications and registered according to the terms of Appendix B will be granted 2 hours of flight time credits per duty period during which the Cabin Attendant is required to use his language qualifications and identified as a "foreign language" one. This flight credit will not be used to calculate the monthly flight time limitation.

ARTICLE B16 FLIGHT TIME CREDITS

B16.03 Ferry flight

When a trip includes a ferry segment, In-Flight Service will be provided by the following Cabin Personnel:

- ~~B-757~~ and A-330: 4 C/As
- B-737, ~~A-340~~ and A-320: 3 C/As and their flight time credits will be paid at the applicable hourly rate.

All other Cabin Personnel on this flight will be paid in accordance with Article B16.02 above.

ARTICLE B19 ~~DURATION-GENERAL BLOCK RULES~~

APPENDIX H

Remove Fax information, WCB, no medical note to be send to crewsched → need precision on how the fit to fly works when out of base and how is dealt with and by who (crewsched or only MedAir)

APPENDIX B. LANGUAGE QUALIFICATIONS

- Modify annex B (2006): Anyone hired after 2006 may remove themselves from the list on a yearly basis.
- Any new hires are required to stay on the list for a period of two years.
- Upon the implementation of Jeppeson, the Employer and the Union commit to revisiting this article within 90 days, provided the system’s capabilities permit enhancements to the LQ bidding rules. The primary objective of these discussions will be to maximize the number of flights covered by LQ-qualified crew members.

Testing

In order to assess the language level of a Cabin Attendant, the Company will select a Cabin Attendant for a specific language who will be evaluated by a professional language school. This person, once certified by the professional language school, will subsequently be responsible for evaluating Cabin Attendants wishing to be considered LQs in a specific language for a destination served by Air Transat.

A Cabin Attendant who does not meet the standard will be removed from the list and may reapply after twelve (12) months.

Once removed from the list, the Cabin Attendant will have to go through testing again if he wants to add his name back to the list.

Date: All Cabin Attendants employed by Air Transat before May 8, 2006 are bound by the following:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____ to establish official communications with passengers, and I am willing to take any eventual test to evaluate my actual proficiency in that language.

To meet the language requirements of trips where this language is used, the Company may count on my availability for each season, as defined by the Company, following my official registration for that purpose.

This registration binds me for the season in question and must be annually renewed in order to be valid.

Signature _____ : _____ Date
: _____

All Cabin Attendants hired on or after May 8, 2006 are subject to the following insofar as language qualifications are concerned:

I, the undersigned, _____, hereby declare that I have sufficient knowledge of the following language: _____

~~• to establish official communications with passengers, and I am willing to take any test to evaluate my actual proficiency in that language.~~

~~• to meet the language requirements of the pairings where that language is used, the Company can count on my availability for the duration of my employment.~~

~~I understand and accept that such availability means that the Company may assign me to any pairing for which knowledge of the _____ language is necessary, in compliance with the award rules set forth in the Collective Agreement.~~

~~Signature _____ : _____ Date
: _____~~

~~Note: The Company will make accessible to all Cabin Attendants the language qualification form every year on the 15th of February and will give up to the 15th of March for the form to be returned to In-Flight Service.~~

JOB PROTECTION.

“LOU #3 in our CA stands in full force. In addition we are adding the following job protection article”

1. 4. As long as Air Transat cabin crew are subject to this Agreement but subject to Clause 4, the Company shall guarantee thirty percent (30%) of the number of active CC positions that existed on the date of the signature of this collective agreement (the “Job Protection Floor”).

2. The Parties acting reasonably shall meet to negotiate adjustments to the Job Protection Floor, as appropriate arising from Equipment/Type or Home Base changes.

3. The Company shall be free to enter into business relationships with other airlines, including but not limited to capacity purchase agreements, codesharing agreements, marketing agreements, interline agreements, block space agreements, tour operators and joint ventures, subcontracts (including dry leasing, wet leasing or charter agreements), so long as it respects the Job Protection Floor.

4. Notwithstanding Clause 1, the Company shall be released from its obligations respecting the Job Protection for any period during which the activities of the Company, Transat A.T. Inc. or any of its affiliates are adversely affected by events such as an economic crisis or slowdown, a war, an attack, a natural disaster, or social, political, or climate-related major incidents, including, without being limited to the aforementioned events, strikes, atmospheric disturbances, epidemics, pandemics, (for whatever reason) the blocking of transport means, earthquakes, fires, storms, floods, government or legal restrictions, or any other cause beyond the control of the Company, of Transat A.T. Inc, or any of its affiliates or due to circumstances beyond the Company’s control, which shall include but not 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. lack of available aircraft iv. the failure or grounding of aircraft operated by the Company for safety or technical reasons or as a result of airworthiness directives;

v. the failure or grounding of any engines operated by the Company for safety or technical reasons or as a result of airworthiness directives; vi.

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 operations;

- vii. revocation of the Company's operating certificate(s);
- viii. humanitarian crisis; ix. act of god;
- x. **epidemic or pandemic; xi.**
war or act of war emergency; or,
- xii. a terrorist act.

5. The term “adversely affected” used in Clause 4 means a reduction in sales, in passengers, or a combination of both in the Canadian market or a market specific to a given destination

LETTER OF UNDERSTANDING #5 – SUBCONTRACTING, LEASING

This letter replaces the current letter of understanding #5 of the collective agreement entitled – TRAVEL SERVICES

THE PARTIES HAVE AGREED TO THE FOLLOWING:

The parties agree to collaborate closely to ensure the Company’s growth is not impeded and the scheduled flying program and bargaining unit work is protected.

The Company will not subcontract, or lease passenger revenue flying covered by this collective agreement, except as provided by Letter of Agreement No 3 or except when necessary to safeguard the Company’s flight schedule and operations due to uncontrollable circumstances, such as:

- **Government agency or court order grounding or repossessing a significant number of the Company’s aircraft**
- **Loss or destruction of the Company’s aircraft**
- **Temporary lack of available aircraft or aircraft delivery delay**
- **The failure, grounding or other measures (including but not limited to inspections or repairs) of any engines operated by the Company for safety or technical reasons or as a result of airworthiness directives.**
- **Involuntary reduction in flying operations due to governmental actions/requirements or a substantial, prolonged shortage of fuel supply or other critical materials for the Company’s operation**
- **Revocation of the Company’s operating certificate**
- **Humanitarian crisis**
- **Acts of God**
- **Epidemics/Pandemics**
- **Wars**
- **Terrorist acts**

(Each a “Force Majeure Event”)

Definitions:

Wet lease: A wet lease is a leasing arrangement whereby one airline (the lessor) provides an aircraft, complete crew, maintenance, and insurance (ACMI) to another airline or other type of business acting as a broker of air travel (the lessee).

Dry lease: A dry lease is a leasing arrangement whereby an aircraft financing entity (lessor), provides an aircraft *without* crew, ground staff, etc.

Damp lease: is defined as a wet lease arrangement that includes a cockpit crew only, but not cabin attendants.

When the Company needs to resort to subcontracting, leasing (wet, dry, damp) operations, it shall use reasonable commercial efforts to prioritize dry lease and/or damp lease arrangements.

The Company will be entitled to resort to wet lease arrangements if a dry lease and/or a damp lease arrangement is not feasible due to a Force Majeure Event or factors such as, but not limited to crew training restrictions, operator's airworthiness certification, traffic or flying rights, regulatory requirements, crew medical validations or medical examination, and flight crew training.

In the event that the Company enters into a binding subcontract/lease (dry, damp, wet) arrangement, the Company will notify the Union within seventytwo (72) hours, in writing, of such subcontract/lease (dry, damp, wet) arrangement. In the event that the Company opts for a wet lease arrangement, the parties will meet to discuss such wet lease arrangement, the parties acting reasonably. Any wetlease arrangement extended beyond thirty (60) days will require mutual agreement by the Company and the Union.

To select Cabin Attendants for this assignment, the following procedure will be applied:

- 1. Available positions will be posted according to Articles 11.01 to 11.05 inclusively of the collective agreement.**
- 2. This posting will be open to all Cabin Attendants at all bases, including those on layoff status. In order to be selected for this assignment, the Cabin Attendant must be active for the entire duration of the subcontract/lease including the training period.**
- 3. The Cabin Attendant selection will be done by seniority.**
- 4. If the number of candidates is less than the number of employees required, the Company will send an offer letter to all Cabin Attendants who are laid off or who may be laid off for consideration. No new hiring will commence while any Cabin Attendant is on laid off status, unless they have declined this opportunity.**
- 5. The offer letter to successful candidates will include information on the length of assignment, training, pay information, and any other information pertinent to the Cabin Attendant.**

6. Offer letters will be sent to Cabin Attendants in writing by courier, at their last known address, along with an emailed copy, at least 14 days in advance of the start of the assignment. On receiving such a letter, which will be considered to be 2 days after the mailing date, a Cabin Attendant will have 7 days to notify the company of his intention to accept this offer. If the Cabin Attendant fails to do so, they will be considered to have refused the offer.
7. Cabin Attendants assigned to any subcontracting, leasing contract will receive a salary premium of 10% for the assignment's duration. For those working as Flight Directors, the 10% premium also applies to the Flight Director premium for the assignment's duration.
8. Cabin Attendants must also fulfill the position's requirements as per the applicable regulation. Those selected for the subcontracting, leasing contract will be committed to this assignment for the entire duration of this agreement in their respective classification (FA or FD).
9. If required by the applicable third party airline (lessor), cabin attendants must successfully pass a medical examination at the Company's cost.

To the extent possible, the parties will endeavour to meet three months before a subcontracting leasing (damp) with a third party airline ends to discuss any contract modifications particularly as they relate to cabin crew assignments.

The Company will, upon request, provide operational details, such as the number of aircraft involved, crew requirements, and duration of any subleasing/leasing arrangements (wet, dry, damp).

All provisions of the collective agreement will apply unless specifically altered by a Letter of Understanding or if compliance with more restrictive operator regulations is required.

