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June 28, 2024

VIA E-FILING PORTAL

Canada Industrial Relations Board
Vancouver Office
300 West Georgia Street
Suite 501
Vancouver, British Columbia

Re: In the Matter of the *Canada Labour Code (Part I-Industrial Relations)* and a referral by the Minister of Labour to the Canada Industrial Relations Board pursuant to section 107 thereof concerning the Aircraft Mechanics Fraternal Association, Certified Bargaining Agent; WestJet, an Alberta Partnership, employer (037796-C)

The Aircraft Mechanics Fraternal Association (“AMFA” of “Union”) hereby submits its response to the referral of the Minister of Labour.

By his referral, the Minister of Labour has robbed an entire profession of the means to improve its condition and secure adequate compensation. The wages of Canada’s Aircraft Maintenance Engineers (AMEs) have been suppressed, by company and union alike, for decades. These are the workers who ensure the safety of the nation’s air travel. They are highly skilled and carry tremendous responsibility. The federal government, through the bargaining unit policies of the Canada Industrial Labour Board, has perpetuated this suppression of AME wages.

AMFA is the only craft-specific union dedicated to the interests of the AME. On March 30, 2023, AMFA was certified to represent WestJet AMEs, with overwhelming support. On June 11, 2024, those AMEs rejected a tentative agreement by 97.25 percent as insufficient and unacceptable. On June 28, 2024, Canadian AMEs were set to exercise their bargaining power, for the *first time ever*, by collectively withholding their services. They were on the verge of obtaining compensation commensurate with their skill and legal obligation. The Minister has stolen this opportunity and, on the basis of political expediency, would compel them to labour for less than they deserve.

As set forth below, AMFA objects to the referral and any limitation of these workers’ right to strike as unconstitutional and contrary to established precedent.

Should these proceedings continue to arbitration, the principal question should be: What would the WestJet AMEs have achieved if they had not been deprived of their bargaining power?

Objections

AMFA objects to these proceedings as unconstitutional *ab initio*. The Minister has abridged the Union's and its members' fundamental right to engage in free collective bargaining. AMFA was afforded no opportunity to make submissions or raise arguments prior to this deprivation. The referral document contains no rational explanation for the decision. In fact, no rational explanation could have been offered, as the referral deviates from decades of labour and judicial precedent. The Minister issued his order in the aftermath of the Company advising the CIRB that it desired this result, and AMFA's response that the request would defeat the workers' collective aspirations and degrade aviation safety.

AMFA objects to the procedures imposed by the Board in these proceedings. On June 27, 2024, at 4:23 pm Eastern Time, the Board directed the parties to make submissions with respect to the referral by June 28, 2024, at 11:00 am Eastern Time. Union counsel attended bargaining sessions in Toronto, ON until the end of the day on June 27 and then sought to return to New York, NY. Some of the Union's designated representatives will still be in transit at the time of the scheduled hearings. AMFA has been deprived of an adequate opportunity to prepare for these hearings.

AMFA objects to the Board's referral of this matter to arbitration. AMFA is not aware of any grant of authority by which the Board may refer a matter properly before it to private arbitration. The Minister of Labour has directed the Board to take actions that are *ultra vires* to the powers conferred on the Board by the *Canada Labour Code*. Indeed, the Canada Labour Relations Board's decision in *CJMS Radio [1979] 1 Can LRB 332*, emphasized the difference between private arbitration and the Board's own settlement of collective agreement terms.

AMFA objects to the Board's consideration of the Minister's referral prior to the resolution of the Union's complaints in Case File No. 036715-C (May 2, 2023), Case File No. 037235-C (December 11, 2023), and Case File No. 037575-C (March 28, 2024). As indicated, these complaints have been pending before the Board for months and even years with no resolution. AMEs have watched helplessly as WestJet, with impunity, both outsourced their work and transferred it to management employees outside of the bargaining unit. Both by action and inaction, the Canadian government has tipped the scales decisively in favor of management. Moreover, as dictated by the *Code*, the conduct of the Employer is relevant to the settlement of contract terms that the arbitration will purportedly address.

Requests

AMFA requests that all hearings in this matter be transcribed by a court reporter and that the hearings be open to the public. Its members consider these proceedings to be the result of collusion between management and government. The legitimacy of these proceedings and workers' faith in the system of labour relations overseen by the Board will be eviscerated if the Board cannot ensure their transparency.

AMFA requests that WestJet preserve and produce, by July 1, 2024, all counteroffers withheld in bad faith on June 27, 2024. Should the Company fail to produce the documents, AMFA requests an order from the Board commanding their production. By this letter, AMFA demands that WestJet refrain from destroying, or allow the destruction of, any communications or other evidence relating to the final days of negotiation.

AMFA requests an extension until July 1, 2024, to comply with the Board's order that it identify potential arbitrators for a contemplated interest arbitration between the parties.

AMFA requests that its right to strike on June 28, 2024, at 7:30pm Eastern Time, remain undisturbed.

AMFA requests that the Board order the Company to return to the bargaining table, pursuant to its obligations described in *LTS Solutions*, 2022 CIRB 1047 [110]. We advise that the Board that, upon receipt of the Minister's order, WestJet pointedly refused to continue negotiations with AMFA unless the Company could dictate who the AMEs representatives would be.

Recent Bargaining

It bears repeating that on June 11, 2024, by 97.25 percent, WestJet AMEs rejected the tentative agreement that WestJet now seeks to impose through government coercion. The parties' tentative agreement was reflected in various documents:

1. Forty-Three Articles (Ex. A)
2. Appendix A – Operations Lead Job Description (Ex. A)
3. Letter of Understanding No. 1 – Overtime and AOG Assignment Callout System (Ex. A)
4. Letter of Understanding No. 2 – Sunwing Integration/Job Security (Ex. A)
5. Memorandum of Agreement – Collective Agreement Implementation (Ex. B)
6. Memorandum of Agreement – Clean Slate (Ex. C)
7. Unpublished Letter of Understanding – Air Line Representative Travel Assistance (Ex. C)
8. Unpublished Letter of Understanding – Additional Union Release Time (Ex. C).

Following the rejected TA, the parties agreed to negotiating dates on June 19-20, 2024. It is undisputed that, on June 17, WestJet cancelled the parties' scheduled bargaining session and refused to engage in further negotiations. At the conclusion of the Board's Case Management Conference on June 19, AMFA agreed to rescind its strike notice in exchange for employer's promise to return to the bargaining table. The parties confirmed bargaining dates for June 24-25 (Toronto) and July 2-3 (Calgary).

AMFA made an initial bargaining proposal on the morning of June 25, 2024. The proposal reflected survey inputs provided by 402 bargaining unit members on issues ranging from wages, to benefits, to language. As reflected in its initial proposed term sheet, AMFA sought approximately two dozen modifications to the original tentative agreement. The proposal indicated that all other terms of the original tentative agreement should remain unchanged. (Ex. D).

On June 25, WestJet's presented its first counteroffer, reflecting a marginal increase in economics terms. The parties continued bargaining.

On the evening of June 25, AMFA presented a second proposed term sheet. As reflected in the document, highlighted in green, the two parties had been able to make progress on non-economic items. They resolved approximately half of the issues identified by AMFA in its initial term sheet. (Ex. E).

At 12:32 pm on June 26, WestJet presented a counter to AMFA's second offer. The counter provided a 0.5% wage increase over WestJet's prior proposal. (Ex. F).

At 6:15pm on June 26, AMFA presented a third proposed term sheet to WestJet. The document confirms that only a handful of issues remained outstanding between the parties. (Ex. G)

At the presentation, WestJet indicated that it would return a third counter offer by the following morning. AMFA waited through the morning, through noon, through 3 pm with no counter from the Company. The Union received notice through the FMCS representative that the Company wanted to discuss the impacts of the Minister's referral, but only with its own employees and in the absence of non-employee union representatives. WestJet President Diederik Pen confirmed that the Company would make no further counter offers while the Labour Minister's referral remained pending. (Ex. H). WestJet refused to confirm that it would honour planned negotiation dates in Calgary on July 2-3. The renewed refusal to bargain constitutes yet another breach the Employer's statutory obligation to negotiate in good faith.

Structure of Arbitration

Without waiving its objections, AMFA proposes that the appointed arbitrator(s) be directed to focus principally on the following question: What would the WestJet AMEs have achieved if they had not been deprived of their bargaining power?

WestJet AME's have been unconstitutionally deprived of their right to free collective bargaining. The only possible remedy is to attempt to place those Employees in the position that they would have been absent the deprivation. Any arbitration based on airline industry comparators is manifestly inadequate. Comparator wages from other Canadian airlines are a result of a corrupted system of representation that WestJet AMEs expressly rejected.

The Minister's Letter of Referral "direct[s] the CIRB to assist the parties in reaching a settlement of the outstanding terms of their first collective agreement by imposing final binding arbitration to resolve outstanding terms of the collective agreement." (Ex. I).

The parties made measurable progress over the last several days of bargaining. To treat the entire collective agreement as open would require weeks of hearings and hundreds of pages of arbitral findings. To impose the rejected tentative agreement would be to silence 97.25 percent of the AMFA bargaining unit and would result in mass resignations. Compliance with the Minister's Letter of Referral requires that arbitration pick up where the parties left off or where the parties may reach in continued negotiations. To that end, AMFA requests the production of WestJet's

third counter proposal that it withheld on June 27, 2024, and all internal Company communications related to the formulation of that proposal.

AMFA requests that any arbitration in this matter be completed as expeditiously as possible. Any selection process for arbitrators must take into account arbitrator availability.

AMFA objects to any term of an imposed collective agreement greater than the two years maximum provided by the *Code* as beyond the statutory authority of the Board or its designate.

Right to Strike

The right to strike is a protected right under the *Canadian Charter of Rights and Freedoms*. *Saskatchewan Federation of Labour v. Saskatchewan*, 2015 SCC 4; [2015] 1 S.C.R. 245. At least two prior examples in which the Board was called on to set the terms of the collective agreement occurred during the course of active strikes. See *LTS Solutions Ltd.*, 2022 CIRB 1047; *CJMS Radio* [1979] 1 Can LRBR 332. In both instances, the Board failed to enjoin strike activity as it proceeded to resolve the terms of the agreements.

Just nine days ago, the Board confirmed AMFA's right to strike and acknowledged that conflicts between the parties did not justify abrogation of that right. *WestJet*, 2024 CIRB LD 5379 (citing *There are no changed facts that would justify changed results*). Indeed, the parties were substantially closer to a deal yesterday than they were at the time of the Board's decision. Any abandonment of the Board's settled precedent would reflect only a change in political pressures that have been brought to bear on the Board.

The referral by the Minister of Labour does not direct the Board to invalidate the Union's issued strike notice. Expedited arbitration can proceed in a strike/lockout scenario. In the absence of the any direct order by the Minister, the Board is bound to apply constitutional principles and its prior jurisprudence

Representatives

The following representatives will appear on behalf of the AMFA at the June 28, 2024 hearing:

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Conclusion

The foregoing reflects AMFA's submission with respect to the referral by the Minister of Labour.

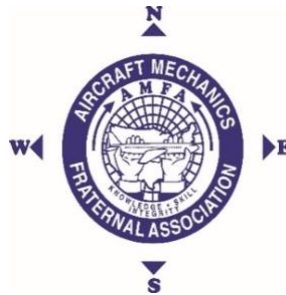
Sincerely,

/s/ Samuel A. Seham

Samuel A. Seham
AMFA General Counsel

EXHIBIT A

AGREEMENT BY AND
BETWEEN
WESTJET, AN ALBERTA PARTNERSHIP
AND
THE AIRCRAFT MAINTENANCE ENGINEERS
AND RELATED EMPLOYEES
IN THE SERVICE OF WESTJET, AN ALBERTA PARTNERSHIP
AS REPRESENTED BY
AIRCRAFT MECHANICS FRATERNAL ASSOCIATION



Effective July 1, 2024 to December 31, 2028

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ARTICLE 1 – DEFINITIONS

Affected Base

The Base from which an Employee is laid off.

Aircraft on Ground (AOG)

An unplanned assignment away from an Employee's Base for the purpose of returning aircraft to service.

Base

The airport, including satellite airport, at which an Employee is employed.

Base Coverage

A planned temporary work assignment away from the Employee's Base for which the Company has at least forty-eight (48) hours' advanced notice.

Business Day

A continuous twenty-four (24) hour period between 0000 to 2359, Monday to Friday, not including statutory holidays.

Calendar Day

A continuous twenty-four (24) hour period between 0000 to 2359, Monday to Sunday, including statutory holidays.

Company

WestJet, an Alberta Partnership.

Employee

A person employed by the Company who is a member of the bargaining unit covered by this Agreement.

Extended Training

Training that is five (5) consecutive Calendar Days or more.

Field Service

Any temporary assignment away from the Employee's Base, which may be planned (i.e., Base Coverage) or unplanned (i.e., Aircraft on Ground (AOG)).

Inactive

Status of an Employee who is ineligible to be assigned for duty.

Length of Service

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

Shift Day

A period of work within a consecutive twenty-four (24) hour period that may or may not extend across two (2) Calendar Days.

Specialized Training

Supplemental training such as an aircraft type endorsement course, advanced powerplant training, or any other course that is not regularly issued by the Company.

Party/Parties

The Company and the Union.

Union

Aircraft Mechanics Fraternal Association.

Union Seniority

The period of cumulative service in one or more of the classifications covered by this Collective Agreement and adjusted as necessary, pursuant to the terms of this Agreement.

Vacation Block

A period of consecutive vacation days that replace scheduled work days.

Vacation Allotment

The number of hours available for the purpose of vacation based on an Employee's Length of Service.

Vacation Bid Allotment Days

The number of vacation days available to bid determined by dividing an Employee's Vacation Allotment by the number of hours of their regular scheduled shift (e.g., 80 hrs / 8 hr shift = 10 Vacation Bid Allotment Days, 120 hrs / 11.42 hrs = 10 Vacation Bid Allotment Days).

ARTICLE 2 - PREAMBLE

WestJet has a reputation for providing distinctive, quality service. Our commitment to maintain a safe and reliable operation for our valued guests remains a top priority. We recognize that Technical Operations employees represented by AMFA are core to our operation and our ongoing success.

AMFA and WestJet recognize that an effective partnership, which emphasizes compliance with the terms of this Agreement and the development of a spirit of cooperation based on mutual respect, trust, and candor, is essential to the long-term profitability and competitiveness of WestJet. In order to execute on an effective partnership, Union and Company must embrace collaboration as the means to build an innovative and effective team, fully focused on the present and future. WestJet and AMFA jointly strive to elevate the craft of its Aircraft Maintenance Engineers and Aircraft Maintenance Support Personnel and maintain a “Safety Above All” culture. We recognize that AMFA members are highly skilled and responsible individuals with a public trust, who continually strive for higher standards in aircraft maintenance in the interest of public safety.

WestJet’s AMFA employees should be fairly compensated and enjoy a high standard of living and job security. In order to make our career a continued success in this intensely competitive industry, we must be committed to constantly make our business stronger and more successful.

Our mission is to be recognized as a great Canadian Company with a high-performance culture. WestJet and AMFA encourage a work environment where employees demonstrate genuine care and concern for one another which will foster open, honest, and respectful conversations between employees at all levels. The Company, its employees and AMFA will commit to making this goal a reality.

ARTICLE 3 – PURPOSE

- 3-1.01 The purpose of this Agreement is, in the mutual interest of the Company and of the Employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of the Company's operations, the quality of its services, the continuation of the Employees' employment under the conditions of reasonable hours, compensation, and working conditions. It is recognized by this Agreement to be the duty, of the Company and of the Employees, to cooperate fully both individually and collectively, for the advancement of that purpose. The Company recognizes the Employees covered by this Agreement to be highly skilled individuals who are dedicated to the progress of commercial aviation and to the safety of flight by the practice of quality aircraft maintenance, in full compliance with all applicable regulatory requirements.
- 3-1.02 This Agreement shall supersede all previous agreements, including but not limited to side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of the Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.

ARTICLE 4 – SCOPE

4-1 GENERAL

4-1.01 Except as otherwise specified in this Agreement or agreed to by the Parties, all scheduled and unscheduled aircraft maintenance work performed by Employees as of the date of ratification, including overnight maintenance and supporting services conducted in Canada, shall be performed by Employees.

4-1.02 For the purposes of Article 4-1.01 above, the Parties specifically agree that the below list consists of work that is not exclusively performed by classifications falling within the scope of this Agreement and may be performed by non-Employee personnel.

- a) Non-destructive testing.
- b) Aircraft on ground in international locations. The Company may, at its discretion, utilize Employees for aircraft on ground situations in international locations if such deployment would not adversely impact the Company's operations at a Base.
- c) Turn support in international locations, including ETOPS, and pre-departure checks.
- d) Daily checks that must be performed in an international location due to irregular operations.
- e) Component repair.
- f) Structural repair work, where the nature or the volume of the work is such that it is beyond the Base capabilities. Prior to engaging contractors/subcontractors to conduct this work, the manager or their designate will inform the Union of any structural repair work that will be conducted under this provision.
- g) Composite repair.
- h) Heavy checks, where the planned duration of the check is five (5) or more days.
- i) Major aircraft damage arising from aircraft accidents or incidents.
- j) Chronic original equipment manufacturer production/reliability related defects.
- k) Project work related to airworthiness directive(s) and service bulletin(s) that may be completed as part of a planned heavy maintenance visit.
- l) Any work that would be covered under a warranty agreement.

- m) Any work that would require a significant capital expenditure to purchase or modify facilities, equipment, or tooling in order to perform such work.

4-1.03 The Company shall be permitted to contract/subcontract out work that is performed by Employees pursuant to Article 4-1.01 above in the following circumstances:

- a) In order to finalize the acquisition of new aircraft or modifications on such new aircraft.
- b) In situations where the nature or volume of work associated with a fleet campaign or project would significantly disrupt the regular work performed by Employees or would result in an undesirable fluctuation in employment.
- c) In the event of an acute staffing shortage at a Base for which the Company is unable to sufficiently and permanently staff qualified Employees to perform the work. Prior to engaging contractors/subcontractors to conduct this work, the manager or their designate will inform the Union of the work that will be contracted/subcontracted out.
- d) In the event there is an unforeseen increase in the volume of aircraft on ground, such that the performance of the work associated with these aircraft would significantly disrupt the regular work performed by Employees. Prior to engaging contractors/subcontractors to conduct this work, the manager or their designate will inform the Union of the work that will be contracted/subcontracted out.
- e) To the extent necessary to protect the Company's schedule and operations due to circumstances beyond the Company's control.

4-1.04 No Employee shall be involuntarily laid off as a direct result of the contracting/subcontracting out of work pursuant to 4-1.03 above.

4-1.05 In the event the Company is contracting/subcontracting out work in accordance with 4-1.03 above, and such work would be performed in a blended capacity at a Base with Employees present, the Company will provide the Union with advance notice of the work to be performed.

4-1.06 Neither the Company, nor WestJet Airlines Ltd., or any of its affiliates, shall establish or acquire a new affiliate for the purpose of circumventing the terms and conditions of this Agreement.

4-2 BUSINESS RELATIONSHIPS

4-2.01 Subject to the application of the *Canada Labour Code*, or any other statute or applicable law, this Agreement shall remain in full force and effect in the event that

the Company changes ownership, acquires another airline, is sold to another airline, or merges with another airline.

- 4-2.02 After the Company has signed and announced that it has changed ownership, acquired another airline or maintenance repair organization (MRO), is sold to another airline, or is merging with another airline, the Company shall provide the Union with notice of the proposed corporate reorganization and shall, upon request of the Union and subject to the Parties reaching an agreement on confidentiality, meet with the Union in good faith to discuss: a) the potential impact on Employees; and b) options to address that impact on Employees.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5-1.01 Except to the extent expressly limited or modified by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers, and authority to manage the business and direct its workforce and all the matters relating thereto. These rights, powers, and authority include, but are not limited to: directing the Technical Operations workforce; determining the appropriate number of Employees employed; hiring, assigning, promoting, demoting, classifying, transferring, lay-off, recall, suspending, discharging or otherwise disciplining Employees; establishing and enforcing policies, procedures and rules of conduct; maintaining order and efficiency; requiring Employees to observe rules and regulations which may be promulgated by the Company and/or Transport Canada, introducing new equipment; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing and controlling operations; selling all or part of its business; selling or leasing aircraft or facilities; determining when and where to operate scheduled or unscheduled flights; determining marketing arrangements with other air carriers; and investing (including equity investments) in other business entities, including other air carriers. The aforesaid rights of management shall not be exercised so as to violate or conflict with any express provision of this Agreement. In addition, the Company acknowledges that it shall exercise its management rights in a fair and reasonable manner.
- 5-1.02 The Company shall advise the Union and give an overview of any material changes to a Company policy affecting employees governed by this Agreement at least five (5) Calendar Days before such policies become effective unless the Parties mutually agree to a shorter advance notification period. This five (5) Calendar Day requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.

ARTICLE 6 - UNION RECOGNITION

6-1 GENERAL

- 6-1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for Employees covered by Canada Industrial Relations Board Order No. 11834-U, dated August 10, 2023, and for all employees covered by any superseding order or amendment.
- 6-1.02 No individual or group of individuals will undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will notify the Company, in writing, of the names and contact information of the duly elected officers and representatives of the Union responsible for representing Employees including identified members of the Union's National Executive Council. The Union will provide the Company with an updated list immediately following any change to those duly elected officers and representatives of the Union.
- 6-1.03 Upon ratification of this Agreement, each Employee coming within the scope of this Agreement will be a member of the Union. The Company will deduct Union dues from all Employees coming within the Scope of this Agreement.
- 6-1.04 Upon ratification of this Agreement, all subsequent newly-hired Employees, on their first day of work, will be members of the Union. The Company will deduct the Union's initiation fee on the first pay day following their first day of work.
- 6-1.05 No Employee shall ask or be asked to make any agreement with the Company that circumvents or conflicts with this Agreement. Should an Employee attempt to make such an agreement with the Company, the Company shall direct the Employee to contact the Union.

6-2 UNION ORIENTATION

- 6-2.01 Sixty (60) minutes will be allocated for a Union representative during each new hire initial training to introduce bargaining unit new hires to the Union. Nothing of a derogatory or inflammatory nature concerning the Company will be communicated during this session.

ARTICLE 7 – UNION-MANAGEMENT MEETINGS

7-1 GENERAL

- 7-1.01 It is recognized that meetings between the Company and the Union promote and foster positive relations, build mutual trust, and promote safety.

7-2 UNION-MANAGEMENT MEETINGS

- 7-2.01 The Parties agree that there will be Union-Management meetings consisting of up to two (2) representatives from the Company and up to two (2) designated representatives from the Union, one (1) of which shall be the Local Airline Representative(s) or designate. The Parties may mutually agree to the attendance of additional representatives.
- 7-2.02 Meetings will be held at minimum bi-annually, or as mutually agreed, and each Party shall submit to the other a written agenda and list of participants at least fourteen (14) Calendar Days before the upcoming meeting.

7-3 UNION RELEASE TIME FOR MEETINGS

- 7-3.01 All Union release time for meetings will be provided in accordance with Article 32 – Union Release Time.
- 7-3.02 If a Union representative is required to travel for the Union-Management meetings outlined above, which the Parties have agreed to conduct on an in-person basis, they shall be entitled to free positive space travel as per the Non-Revenue Business Travel Policy provided the Company has scheduled service between the two (2) cities the Union representative is travelling between.

ARTICLE 8 – COLLECTIVE AGREEMENT AMENDMENTS

- 8-1.01 Any amendments to this Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.
- 8-1.02 Any amendments to this Agreement, including memoranda of agreement (MOA) on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the designated Union representative and the Senior Manager, Labour Relations or designate for the Company. The Parties agree that, on a go-forward basis, any MOA that amends this Agreement or creates new terms and conditions of employment may, at the Union's discretion, require ratification by the Union's membership.
- 8-1.03 Should the authorized signatories in 8-1.02 above change, the other Party shall be provided with written confirmation of such change as soon as practicable.

ARTICLE 9 – COPIES OF THE AGREEMENT

- 9-1.01 The Company and the Union desire that all Employees and all levels of management affected by this first Agreement be familiar with the provisions herein. For this reason, all Employees in the bargaining unit at the time of ratification of this first Agreement and all levels of management concerned shall be given a copy of the first Agreement.
- 9-1.02 In addition to the copies printed for Employees and the Company's managers in 9-1.01 above, there shall be one hundred (100) additional copies printed.
- 9-1.03 An electronic copy of this Agreement will be made available on the Company's intranet.
- 9-1.04 As soon as practical following ratification of this first Agreement, the Company and the Union will agree to a final draft of this Agreement prior to printing. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing for Employees will be shared equally between the Company and the Union.

ARTICLE 10 – NO STRIKE / NO LOCKOUT

- 10-1.01 During the term of this Agreement, the Parties agree to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Union, including its officers and representatives, will not engage in, promote, or cause any strike, or work stoppage at the Company in accordance with the *Canada Labour Code*.
- 10-1.02 Except as otherwise permitted by law, the Company agrees not to engage in any lockout of its Employees.

ARTICLE 11 - LEGAL AND MISCELLANEOUS

11-1 GENERAL

- 11-1.01 Employees shall not perform aircraft maintenance work for another air carrier providing regularly scheduled service that directly competes with the Company unless they have received prior Company approval in writing. Requests will be considered on a case-by-case basis and will be reviewed based on the nature of the request and the Company's operational and business requirements.

11-2 CHANGES TO LAW

- 11-2.01 If a regulatory or legislative change affects a term of this Agreement, the Company will, in consultation with the Union, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Article will be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement will remain in full force and effect.

11-3 DEFENSE AND INDEMNITY

- 11-3.01 The Company will provide, at no cost to an Employee, legal counsel to defend the Employee and their estate if they are named as a defendant by a claimant in legal proceedings that relate to or arise out of any act or omission of the Employee occurring during their performance of any required duties in the service of the Company, provided the Employee had been acting within the course and scope of such duties. The Company will also indemnify and hold the Employee harmless from any judgment rendered against the Employee as a result of such legal proceedings.
- 11-3.02 The Company's obligations as set out in 11-3.01 above will not apply if the Employee fails to provide the Company with timely notification of the legal proceedings against them.
- 11-3.03 The Company's obligations as set out in 11-3.01 above will also not apply to any legal proceedings which are initiated by the Company against the Employee, or which relate to or arise out of any willful misconduct or gross negligence on the part of the Employee.

ARTICLE 12 – PROBATION

- 12-1.01 A person being hired, or for the first time entering, into a classification covered by this Agreement, shall be required to serve a probationary period of six (6) months of Active service commencing on their first day of work. By mutual written agreement between the Company and the Union, the probationary period may be extended by a maximum of six (6) months of Active service.
- 12-1.02 If an Employee is absent from Active service in excess of seven (7) consecutive calendar days during their probationary period, the Company may extend their probationary period by an equivalent number of days.
- 12-1.03 The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of an Employee during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith. The Parties agree that an arbitrator has no jurisdiction to relieve against dismissal or to substitute or provide any other remedy in the case of the dismissal of a probationary Employee unless the dismissal was arbitrary, discriminatory, or made in bad faith.

ARTICLE 13 – SENIORITY

13-1 PURPOSE

- 13-1.01 Union Seniority is the period of cumulative service in one or more of the classifications covered by this Collective Agreement and adjusted as necessary, pursuant to the terms of this Agreement. The effective date for Union Seniority is the first day for which an Employee is credited with time worked for pay purposes. Time spent in training shall be considered as time worked.
- 13-1.02 The Parties will finalize the first Master Seniority List (MSL) within ninety (90) Calendar Days of the effective date of this Agreement. This first seniority list shall not be utilized for any purpose under this Agreement until the Parties have mutually agreed to the effective date of this first seniority list. If the Parties are unable to reach an agreement on how the first MSL is established within this ninety (90) Calendar Day period, the Parties may refer the determination of the first MSL and its effective date to arbitration.
- 13-1.03 If the seniority date of two (2) or more Employees is the same, the Employee with the lower employee number shall have more seniority.

13-2 SENIORITY LIST

- 13-2.01 The Company shall maintain an updated MSL for Employees in accordance with the provisions of this Agreement. The MSL will be published on every February 1 and August 1 with a copy to the Union. The MSL list will be made available electronically for the purposes of 13-2.03 below.
- 13-2.02 It shall be the sole responsibility of each individual Employee to examine the MSL following its posting.
- 13-2.03 An Employee may seek a correction to the MSL by making a written request to both the Company's Labour Relations designate and to the Union Airline Representative or designate. To be considered, this written correction request must be received by the Company and the Union by no later than thirty (30) Calendar Days after the publication of the MSL.
- 13-2.04 Notwithstanding 13-1.01 above, Employees may apply for reinstatement of previous continuous Union Seniority. Such Union Seniority must have accrued in a position covered by this Agreement, the Employee's employment with the Company in one of these positions must not have been broken by more than seven (7) consecutive Calendar Days, and the previous Union Seniority must be substantiated by Company records.

- 13-2.05 Any seniority correction requests that are accepted by both Parties in accordance with 13-2.03 above shall be incorporated into an updated MSL.
- 13-2.06 Any adjustment of an Employee's Union Seniority pursuant to this Article will not be retroactive and will be applied prospectively.
- 13-2.07 Employees who no longer fall within the scope of this Agreement, and who retain but do not accrue Union Seniority, will have their Union Seniority and position on the MSL adjusted to account for the time during which they were not accruing Union Seniority. This adjustment will occur at the time the Employee resumes accruing Union Seniority or prior to the Company taking an action which would be affected by this adjustment of Union Seniority, whichever is the earlier.

13-3 RETENTION AND ACCRUAL OF SENIORITY

- 13-3.01 Except as otherwise agreed by the Parties or as set out in this Agreement, an Employee shall retain and continue to accrue Union Seniority at such time as when they are Active or when they are:
- a) Inactive by reason of layoff, a protected leave of absence under the Canada Labour Code, or a Company approved unpaid leave of absence in accordance with Article 31 - Leaves of Absence;
 - b) On a suspension without pay;
 - c) On strike or lockout; or
 - d) On an approved leave due to illness or injury.

13-4 FORFEITURE OF SENIORITY

- 13-4.01 Except as otherwise agreed by the Parties or as set out in this Agreement, with prior notice to the Union, an Employee shall be removed from the MSL and shall forfeit all rights at such time as:
- a) They are no longer employed by the Company;
 - b) They are on layoff for a period greater than three (3) years;
 - c) They decline a recall opportunity, in accordance with Article 22 - Layoff and Recall;
 - d) They neglect to answer a recall opportunity, in accordance with Article 22 - Layoff and Recall;
 - e) They have abandoned their employment with the Company;

- f) When permanently appointed to a non-management position within the Company outside the Agreement for a period of more than twenty-four (24) months, or when appointed to a non-management term position within the Company outside of the Agreement for a period of more than twenty-four (24) months;
- g) When appointed to a term management position of more than six (6) months; or
- h) When appointed to a permanent management position.

ARTICLE 14 – RATES OF PAY

14-1 PAY SCHEDULE

- 14-1.01 Employees will be paid on a semi-monthly cycle on both the fifteenth (15th) of the month and the thirtieth (30th) of the month, except for February when Employees will be paid on both the fifteenth (15th) of the month and the last day of the month. If a scheduled pay date occurs on a weekend or Statutory Holiday, the pay will be deposited on the last business day prior to the scheduled pay date.

14-2 CLASSIFICATION PAY STEPS

- 14-2.01 Pay rates set forth in 14-2, below, shall be multiplied by 2,080 to determine Employees' annual salaries.
- 14-2.02 The Company, at its discretion, may pay an AME, Structures AME, or AVT at a rate up to and including Step 3 of the pay table set out below in 14-2.06.
- 14-2.03 Employees will progress through the pay steps in the pay table applicable to their classification, which tables are set out below in 14-2.06 to 14-2.14, in accordance with their completed years of continuous Active service in that classification.
- 14-2.04 Employees will not accrue service for pay progression purposes during any period(s) of Inactivity except as provided for in Article 31 – Leaves of Absence and Article 32 – Union Release Time.
- 14-2.05 An Employee who is assigned/awarded a classification on a different pay table as set out in 14-2.06 to 14-2.14 below will start at Step 1 of the new pay table and progress through the steps of that table according to completed years of continuous Active service in a classification on that pay table.
- 14-2.06 The hourly wage rates applicable for the classifications Aircraft Maintenance Engineer (AME), Avionics Technician (AVT), and Structures AME shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$40.71	\$41.93	\$42.98	\$44.06
2	Completed first year	\$42.58	\$43.86	\$44.96	\$46.08
3	Completed second year	\$44.52	\$45.86	\$47.00	\$48.18
4	Completed third year	\$46.78	\$48.18	\$49.39	\$50.62
5	Completed fourth year	\$49.14	\$50.62	\$51.88	\$53.18
6	Completed fifth year	\$51.90	\$53.46	\$54.79	\$56.16
7	Completed sixth year	\$54.79	\$56.43	\$57.84	\$59.29

14-2.07 The hourly wage rates applicable for the classifications Apprentice AME, Apprentice Structures AME, and Apprentice AVT shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$28.50	\$29.35	\$30.09	\$30.84
2	Completed first year	\$30.41	\$31.33	\$32.11	\$32.91
3	Completed second year	\$32.45	\$33.42	\$34.26	\$35.11
4	Completed third year	\$34.61	\$35.65	\$36.54	\$37.45

14-2.08 The hourly wage rates applicable for the classification Furnishing Technician shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$32.01	\$32.97	\$33.79	\$34.64
2	Completed first year	\$33.28	\$34.27	\$35.13	\$36.01
3	Completed second year	\$35.81	\$36.88	\$37.80	\$38.75
4	Completed third year	\$37.71	\$38.84	\$39.81	\$40.81
5	Completed fourth year	\$39.05	\$40.22	\$41.22	\$42.25
6	Completed fifth year	\$40.24	\$41.45	\$42.48	\$43.55
7	Completed sixth year	\$42.26	\$43.53	\$44.62	\$45.73

14-2.09 The hourly wage rates applicable for the classification Apprentice Furnishing Technician shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$24.36	\$25.09	\$25.72	\$26.36
2	Completed first year	\$25.52	\$26.28	\$26.94	\$27.61
3	Completed second year	\$26.74	\$27.54	\$28.23	\$28.93
4	Completed third year	\$28.01	\$28.85	\$29.58	\$30.31

14-2.10 The hourly wage rates applicable for the-classifications Maintenance Controller shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$61.36	\$63.20	\$64.78	\$66.40
2	Completed first year	\$61.76	\$63.61	\$65.21	\$66.84
3	Completed second year	\$62.18	\$64.04	\$65.64	\$67.28
4	Completed third year	\$62.59	\$64.47	\$66.08	\$67.73
5	Completed fourth year	\$63.00	\$64.89	\$66.52	\$68.18

14-2.11 The hourly wage rates applicable for the classifications Day-of Operations Planner, Base Planner, Technical Representative, Technical Representative Lead shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$57.53	\$59.25	\$60.74	\$62.25
2	Completed first year	\$58.20	\$59.95	\$61.45	\$62.98
3	Completed second year	\$58.88	\$60.64	\$62.16	\$63.71
4	Completed third year	\$59.56	\$61.35	\$62.88	\$64.46
5	Completed fourth year	\$60.26	\$62.07	\$63.62	\$65.21

Technical Representative Lead	\$62.07	\$63.93	\$65.53	\$67.17
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14-2.12 The hourly wage rates applicable for the classification Operations Lead shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$57.53	\$59.25	\$60.74	\$62.25
2	Completed first year	\$58.20	\$59.95	\$61.45	\$62.98
3	Completed second year	\$58.88	\$60.64	\$62.16	\$63.71
4	Completed third year	\$59.56	\$61.35	\$62.88	\$64.46
5	Completed fourth year	\$60.26	\$62.07	\$63.62	\$65.21

14-2.13 The hourly wage rates applicable for the classifications Senior Specialist Technical Services, Senior Specialist Configuration Control, Senior Fleet Engineer, and Senior Powerplant Engineer shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$55.58	\$57.24	\$58.68	\$60.14
2	Completed first year	\$56.69	\$58.39	\$59.85	\$61.35
3	Completed second year	\$57.82	\$59.56	\$61.05	\$62.57
4	Completed third year	\$58.98	\$60.75	\$62.27	\$63.82

5	Completed fourth year	\$60.16	\$61.96	\$63.51	\$65.10
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14-2.14 The hourly wage rates applicable for the classifications Technical Instructor and Senior Technical Instructor shall be as follows:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$52.03	\$53.59	\$54.93	\$56.30
2	Completed first year	\$53.07	\$54.66	\$56.03	\$57.43
3	Completed second year	\$54.13	\$55.76	\$57.15	\$58.58
4	Completed third year	\$55.21	\$56.87	\$58.29	\$59.75
5	Completed fourth year	\$56.32	\$58.01	\$59.46	\$60.95

Senior Technical Instructor	\$58.01	\$59.75	\$61.24	\$62.77
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14-2.15 The hourly wage rates applicable for the classifications Fleet Engineer, Powerplant Engineer, and Maintenance Planner:

Step	Completed years of continuous Active service in a classification in this pay table	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
1	Start rate	\$45.53	\$46.89	\$48.06	\$49.27
2	Completed first year	\$46.44	\$47.83	\$49.03	\$50.25

3	Completed second year	\$47.37	\$48.79	\$50.01	\$51.26
4	Completed third year	\$48.31	\$49.76	\$51.01	\$52.28
5	Completed fourth year	\$49.28	\$50.76	\$52.03	\$53.33

14-3 PAY PREMIUMS

14-3.01 An Employee who is awarded/assigned to one the following classifications and holds an Aircraft Certification Authority (ACA) will be paid a premium on their regular rate of pay for hours worked, excluding overtime, Statutory Holiday pay, or any other premium:

- i. Aircraft Maintenance Engineer (AME)
- ii. Avionics Technician (AVT)
- iii. Operational Lead (OL)
- iv. Structure AME
- v. Technical Representative
- vi. Technical Representative Lead
- vii. Maintenance Controller

14-3.02 The ACA premium applied to an eligible Employee as described in 14-3.01 above is based on the following:

Number of Completed Years of Active Service since ACA Qualification was Achieved	Percentage Premium on Regular Hourly Rate of Pay				
	2024	2025	2026	2027	2028
Less than three (3)	7%	7%	7%	7%	7%
Three (3) to less than six (6)	8%	8%	8%	8%	8%
Six (6) to less than nine (9)	9%	9%	9%	9%	9%
Nine (9) years less than eleven (11)	10%	10%	10%	10%	10%
Eleven (11) to less than thirteen (13)	10%	11%	11%	11%	11%
Greater than thirteen (13)	10%	11%	12%	12%	12%

14-3.03 For clarity, the ACA premium does not contribute to earnings for the purposes of WestJet Savings Plan or Profit Share calculations.

- 14-3.04 A Fuel Tank Entry premium of seven dollars per hour (\$7.00/hr) in addition to their regular hourly pay rate as set out in the appropriate table in 14-2 above will be paid to those Employees for those hours worked in an aircraft fuel tank.
- 14-3.05 Employees will be paid a night shift premium of one dollar per hour (\$1.00/hr) for all hours worked from 1900LT to 0700LT, inclusive. Night shift premium is not paid for shifts that commence at 0400LT or later.

14-4 APPRENTICE PROGRESSION

- 14-4.01 An Employee in Group I working in an apprentice classification will be moved to the corresponding non-apprentice classification once they have achieved the appropriate license or certification to meet the required qualifications and have presented these to the Company. In these circumstances, the Employee's new classification shall take effect within thirty (30) Calendar Days, and upon that date, they will correspondingly become subject to that new classification's pay rate table.

ARTICLE 15 – PAY ADMINISTRATION

15-1 SALARY PAY

- 15-1.01 Employees will be paid a yearly salary which is the equivalent of their rate of pay as provided in Article 14 – Rates of Pay and multiplied by 2,080 hours. Employees' salary will be paid in twenty-four (24) pay periods per year.

15-2 MEETING PAY

- 15-2.01 The Company will schedule mandatory Company meetings with an Employee during a scheduled shift where possible.
- 15-2.02 In the event of an urgent matter, where a meeting cannot be postponed until an Employee returns to their next scheduled shift and an Employee is required to attend a mandatory in-person meeting on a scheduled day off, the Employee will receive pay at their regular rate of pay for three (3) hours or the actual meeting time, whichever is greater.
- 15-2.03 An Employee who is required to attend a mandatory Company meeting held over the phone or by videoconference will be paid at their regular rate of pay for the actual meeting time.

15-3 UPGRADE PREMIUM

- 15-3.01 An Employee who is qualified and is required to perform work as an Operations Lead (OL) in an upgrade capacity will be paid a premium of three dollars per hour (\$3.00/hr) in addition to their regular hourly rate of pay for the hours worked in that classification.
- 15-3.02 If an Employee elects to use the Time Bank in 15-4 below, they will be paid the upgrade premium portion on the pay deposit for the pay period the hours were worked.

15-4 TIME BANK

- 15-4.01 Employees shall have the ability to bank overtime hours. As overtime hours are banked, they will be converted to regular hours utilizing the applicable overtime rate at which they were earned.

- 15-4.02 An Employee will not be permitted to bank more than eighty (80) overtime hours of time off with pay. This eighty (80) hour limitation is inclusive of any scheduled or unscheduled paid time off using the banked hours. Any additional overtime hours in excess of the eighty (80) hour limit will be paid out.

NOTE: No later than two (2) pay periods following the effective date of the Collective Agreement.

- 15-4.03 If an Employee requests to have their time bank paid out instead of taking time off with pay, the banked time will be paid at their regular rate of pay.
- 15-4.04 An Employee who is awarded or assigned a new classification with a higher rate of pay will have the hours in their time bank set to zero (0) and those banked hours will be paid out at the regular rate of pay associated with their former classification.
- 15-4.05 Employees who have transferred to a new classification within their group, subject to 15-4.04 above, will have their previously approved banked time off request(s) transfer with them as unpaid time off. Employees who have transferred to a new classification outside of their group will have their previously approved banked time off requests transfer with them as unpaid time off subject to operational requirements. If it is not possible to honour the previously approved banked time off request, the Employee will be advised by their manager or designate.
- 15-4.06 An Employee may request time off with pay for approval using their banked time. A request must be made in writing to the Company prior to the schedule bidding release.

ARTICLE 16 – OVERTIME

16-1 GENERAL

- 16-1.01 All overtime work must be authorized in advance by a manager or the manager's designate.
- 16-1.02 An Employee will be paid one and one-half times (1.5x) their regular rate of pay for hours worked under the following conditions:
 - a) A manager or the manager's designate requests that an Employee work outside the Employee's regularly scheduled shift.
 - b) When an Employee accepts an open shift on a regularly scheduled day off.
- 16-1.03 When it is anticipated that completion of a task is expected to exceed the Employee's shift, the Employee performing the task will have first right of refusal of the associated overtime.
- 16-1.04 Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank
- 16-1.05 There shall be no duplication of overtime or premium payments for the same hours worked, including any time that is compensated at a pay rate multiplier of one and one-half times (1.5x) the regular rate of pay or greater.
- 16-1.06 Employees mandatorily assigned to work overtime will be compensated for all hours worked at two times (2x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank. Mandatory overtime will be assigned on the basis of reverse Union Seniority.

16-2 OPEN SHIFTS AT A BASE

- 16-2.01 Open shifts at a Base may become available during the scheduling period. These may include shifts that become open due to reasons such as illness or injury, vacations, leaves of absence, and/or training.
- 16-2.02 Open shifts will only be available to be picked up by an Employee in an eligible classification and with the required qualifications, as determined by the Company. The eligible classifications and any other required qualifications shall be included in the open shift posting.
- 16-2.03 Open shift postings will be communicated electronically to eligible Employees at that Base. Such shifts will be granted on a first come first served basis to the eligible Employee who responds first electronically.

16-2.04 An Employee accepting an open shift must ensure that their pickup of the shift is in compliance with all minimum rest requirements and does not result in them exceeding the maximum consecutive days of work.

ARTICLE 17– PAY DISCREPANCIES

- 17-1.01 Underpayments of three hundred dollars (\$300) or less shall be paid on the next regular pay date. At the Employee's request to their Manager, underpayments greater than three hundred dollars (\$300) shall result in a separate payment being issued within five (5) Business Days of the pay discrepancy being confirmed.
- 17-1.02 In the case of an overpayment, the Company shall notify the Employee in writing that an overpayment has been made. This written notification will identify the overpayment and the calculation of the repayment amount. Any overpayments of five thousand dollars (\$5,000) or less, not identified within twenty-four (24) months from the date the overpayment was deposited, will be forfeited.
- 17-1.03 Overpayments of less than two thousand four hundred dollars (\$2,400) shall be recouped in two hundred dollar (\$200) increments per pay period. In the event the Employee can demonstrate financial hardship, the Parties shall meet to discuss an alternate payment plan. Where the Employee is terminated or resigns, the balance of the overpayment shall be deducted from their final pay cheque.
- 17-1.04 For overpayments greater than two thousand four hundred dollars (\$2,400) the Parties shall meet to discuss an alternate payment plan. If the Parties cannot reach a mutually agreeable payment plan, the Company reserves the right to implement a repayment plan which, barring exceptional circumstances, shall not exceed twenty-four (24) months in duration. Where the Employee is terminated or resigns, the balance of the overpayment shall be deducted from their final pay cheque.

ARTICLE 18 – GROUPS AND CLASSIFICATIONS

18-1 GENERAL

- 18-1.01 The responsibilities associated with each of the classifications in this Article shall be no less than as described in the Company's Procedures and Standards Manual (PSM).

18-2 GROUP I

Group I shall include the following classifications:

- 18-2.01 **Aircraft Maintenance Engineer (AME)** - Responsible for performing maintenance and repair on aircraft as required by the Company in accordance with the Approved Maintenance Organization (AMO) and release work in compliance with their M2 license. Employees in this classification shall also liaise with applicable stakeholders, uphold all Transport Canada regulatory requirements for work accomplished, provide mentorship to Apprentice AMEs, uphold and abide by all associated safety requirements, and perform any other duties as required by the Company related to the foregoing.
- 18-2.02 **Avionics Technician (AVT)** - Responsible for performing maintenance and repair on aircraft as required by the Company in accordance with the AMO and release work in compliance with their E license. Employees in this classification shall also liaise with applicable stakeholders, uphold all Transport Canada regulatory requirements for work accomplished, provide mentorship to Apprentice AVTs, uphold and abide by all associated safety requirements, and perform any other duties as required by the Company related to the foregoing.
- 18-2.03 **Structures AME** - Responsible for performing maintenance and repair on aircraft as required by the Company in accordance with the AMO and release work in compliance with their S license. Employees in this classification shall also liaise with applicable stakeholders, uphold all Transport Canada regulatory requirements for work accomplished, uphold and abide by all associated safety requirements, and perform any other duties required by the Company related to the foregoing.
- 18-2.04 **Operational Lead (OL)** - In addition to fulfilling the duties of an AME, this classification is responsible for supporting Employees in technical matters, including, specifically, the frontline direction and supervision of other Employees in Group I. The specific job duties of the OL classification are attached to this Agreement as Appendix "A". Employees in this classification shall also uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

- 18-2.05 **Furnishing Technician** - Supports the AMO by performing aircraft maintenance in an unlicensed capacity with a focus on repairing, maintaining aircraft interiors, and provide mentorship to Furnishing Technician Apprentices. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-2.06 **Furnishings Technician Apprentice** - Responsible for learning and performing maintenance and repair with a focus on aircraft interiors. Furnishings Technician Apprentices work under the mentorship of qualified Employees and managers. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-2.07 **Apprentice AME** - Responsible for learning and performing maintenance and repair on aircraft as required by the Company in accordance with the AMO in an unlicensed capacity. Apprentice AMEs work under the mentorship of qualified Employees and managers. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-2.08 **Apprentice Structures AME** - Responsible for learning and performing maintenance and repair on aircraft as required by the Company in accordance with the AMO in an unlicensed, but S license focused, capacity. Apprentice Structures AMEs work under the mentorship of qualified Employees and managers. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-2.09 **Apprentice Avionics Technician** - Responsible for learning and performing maintenance and repair on aircraft as required by the Company in accordance with the AMO in an unlicensed, but E license focused, capacity. Apprentice AVTs work under the mentorship of qualified Employees and managers. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-3 GROUP II

Group II shall include the following classifications:

- 18-3.01 **Day-of Operations Planner** - Supports the Air Operator Certificate (AOC) in aircraft maintenance planning, including by performing line planning, day-of maintenance planning, and forecasting maintenance program compliance. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-3.02 **Senior Specialist Technical Services** - Supports the AOC by supporting the aircraft fleet health through monitoring, identifying, troubleshooting, and communicating defects. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-3.03 **Maintenance Controller** - Supports the AOC in technical dispatch of all aircraft in conformance with applicable standards of airworthiness and supports overall maintenance program effectiveness. Maintenance Controllers shall provide technical dispatch on all in-house and outsourced maintenance and for any and all Company aircraft. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-4 **GROUP III**

Group III shall include the following classifications:

18-4.01 **Technical Representative** – In addition to fulfilling the duties of an AME, Employees in this classification support the AMO, including by overseeing vendor maintenance. Technical Representatives are also required to liaise with applicable stakeholders. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-4.02 **Technical Representative Lead** – In addition to fulfilling the duties of a Technical Representative, the Technical Representative Lead expedites maintenance and part requirements while coordinating with other departments and teams to ensure minimal impact to the schedule during Heavy Maintenance. Employees in this classification are responsible for coaching, mentoring, and escalating MRO performance concerns. Employees in this classification shall attend production meetings as required and provide daily report to the Manager-Heavy Maintenance. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-5 **GROUP IV**

Group IV shall include the following classifications:

18-5.01 **Technical Instructor** - Supports the AOC and AMO through activities that include but are not limited to, developing, updating, and conducting training programs. Technical Instructors that instruct Transport Canada Civil Aviation (TCCA) approved classes for the Approved Training Organizations (ATO) are required to possess a valid Transport Canada AME licence with appropriate ratings and endorsements. Employees in this classification shall uphold and abide by all

associated safety requirements and perform any other duties required by the Company related to the foregoing.

- 18-5.02 **Senior Technical Instructor** - In addition to fulfilling the duties of a Technical Instructor, the Senior Technical Instructor serves as a project lead within the aviation training domain. Employees in this classification shall coordinate and supervise the development of training programs and maintain consistent training standards across instructors. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-6 GROUP V

Group V shall include the following classifications:

- 18-6.01 **Senior Specialist Configuration Control** - Supports the AMO, including by overseeing part and component configuration control. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-6.02 **Fleet Engineer** - Supports the AMO, including by overseeing the maintenance program. This includes, but is not limited to, determining aircraft configuration changes that are Original Equipment Manufacturer (OEM) and/or Company driven configuration changes to deliver improved fleet reliability and guest experience. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-6.03 **Senior Fleet Engineer** - In addition to fulfilling the duties of a Fleet Engineer, this classification is also responsible for the management and execution of configuration changes, with a focus on aircraft systems, and liaising with Original Equipment Manufacturers (OEM) in support of aircraft reliability and the maintenance program. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-6.04 **Powerplant Engineer** - Oversight of fleet engine/Auxiliary Power Unit (APU)/propeller life cycle including of, but not limited to, maintaining engineering controls, technical data review, shop visit forecasting, technical support, budget reporting, defining off wing scope of work, MRO shop visit control and oversight. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.
- 18-6.05 **Senior Powerplant Engineer** – In addition to Powerplant Engineer duties, the Senior Powerplant Engineer develops and maintains Engineering Build Specification(s) for assigned products, liaises with OEM/MROs, and makes

technical decisions for improvements to reliability and cost control. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-6.06 **Maintenance Planner** - Supports the AOC in aircraft maintenance planning, including by performing line planning and heavy planning for the maintenance schedule beyond day-of maintenance. Employees in this classification shall also uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-6.07 **Base Planner** - In addition to Maintenance Planner duties, the Base Planner monitors, and updates work packages utilizing the computerized maintenance tracking system (CMTS) to ensure all scheduled maintenance activities are performed in accordance with the approved Maintenance Schedule Approval (MSA). Employees in this classification are responsible for all required parts, tooling, and equipment for specified scheduled maintenance visits. Employees in this classification shall communicate and distribute work packages to maintenance bases and develop work scopes for both internal and external service providers. Employees in this classification shall uphold and abide by all associated safety requirements and perform any other duties required by the Company related to the foregoing.

18-7 NEW WORK

18-7.01 The Company may create and utilize new groups or classifications under this Agreement. In such circumstances, the Company shall negotiate the wages and responsibilities for such new groups or classifications with the Union.

ARTICLE 19 - HOURS OF SERVICE

NOTE: Effective no later than January 6, 2024

19-1 SCHEDULE CONSTRUCTION

- 19-1.01 Active Employees awarded/assigned a classification in Group I at Bases in Calgary, Toronto, Vancouver, and Edmonton will be scheduled to work an average of forty (40) hours per week over a twenty-six (26) work week scheduling period.
- 19-1.02 Active Employees awarded/assigned a classification in Group I at any Base not identified in 19-1.01 above will be scheduled to work an average of forty (40) hours per week over a fifty-two (52) work week scheduling period.
- 19-1.03 Active Employees awarded/assigned a classification in Group II, III, IV, or V will be scheduled to work an average of forty (40) hours per week over a fifty-two (52) work week scheduling period.
- 19-1.04 A work week runs from Monday to Sunday.
- 19-1.05 Employees will be scheduled for work for a maximum of seven (7) consecutive Calendar Days.
- 19-1.06 An Employee may work a maximum of eleven (11) consecutive days.
- 19-1.07 An Employee awarded/assigned a 5-5-4 shift pattern, will observe a minimum of forty-eight (48) hours off during each scheduled set of days off, made up of two (2) twenty-four (24) hour periods that do not have to be consecutive, and at least one (1) set of three (3) consecutive days off in any twenty-eight (28) consecutive days.
- 19-1.08 Employees who are awarded/assigned bid lines built with a 5-5-4 shift pattern will be scheduled eleven point four two (11.42) hours per shift, including two (2) daily thirty (30) minute paid meal periods, and the shift pattern will be:

5 working days

5 days off work

4 working days

5 days off work

5 working days

4 days off work

The four (4) working days segment will commence on Monday.

Employees in Group I and II classifications and Base Planner classification will work a 5-5-4 schedule, except as otherwise agreed to by the Parties.

19-1.09 Employees who are awarded/assigned bid lines built with a 5-2 shift pattern will be scheduled eight (8) hours per shift, including one (1) daily thirty (30) minute paid meal period and the shift pattern will be:

5 working days

2 days off work

This shift pattern will apply to Group IV and V classifications, with the exception of Base Planner, and may apply to new positions in the shops bid location.

19-1.10 Employees who are awarded/assigned bid lines built with a 7-7 shift pattern will be scheduled eleven point four two (11.42) hours per shift, including two (2) daily thirty (30) minute paid meal periods, and the shift pattern will be:

7 working days

7 days off work

This shift pattern will apply to the Group III classification only.

19-1.11 Employees who are awarded/assigned bid lines built with a 4-3 shift pattern will be scheduled ten (10) hours per shift, including two (2) daily thirty (30) minute paid meal periods, and the shift pattern will be:

4 working days

3 days off work

This shift pattern will apply to Employees in Group I who are awarded/assigned to a roster line with a bid location in shops.

19-1.12 Roster lines for Employees in AME, AVT, and OL classifications will include a bid location (e.g., hangar, ramp, engine shop). If, due to unplanned staffing shortages, the Company requires an Employee to work in a different bid location, it may offer the opportunity to qualified Employees in that Base in the affected classification and on the same shift. If no Employee accepts, the Company will select a qualified Employee in that Base in the affected classification and on the same shift in reverse Union Seniority order.

19-1.13 Employees on modified duties or who are working under an accommodation may be required by the Company to work on a shift pattern and/or schedule other than those provided in this Article.

19-2 SCHEDULE BIDDING

19-2.01 For Employees awarded/assigned a classification in Groups I or II, with the exception of Senior Specialist Technical Services, work schedules will be bid in Union Seniority order within classification and Base. Employees must be qualified for the work associated with a roster line in order to be eligible to bid on that line.

- 19-2.02 For those Employees bidding on schedules as specified in 19-2.01 above, a schedule bid will be conducted semi-annually in March and September for YYC, YYZ, YVR, and YEG. All other Bases will conduct a schedule bid annually in October.
- 19-2.03 Employees in the Base Planner and Senior Specialist Technical Services will be assigned a 5-5-4 shift pattern.
- 19-2.04 Employees in a classification in Group III will be assigned a 7-7 shift pattern.
- 19-2.05 Employees in a classification in Groups IV and V, with the exception of Employees in the classification of Base Planner, will be assigned a 5-2 shift pattern of five (5) working days from Monday to Friday and two (2) days off work from Saturday to Sunday. The scheduled hours of work are eight (8) hours per shift, including a paid thirty (30) minute meal period.
- 19-2.06 The work schedule to be bid will be posted at least thirty (30) days prior to the schedule effective date and will be available for bidding for no less than five (5) days.
- 19-2.07 An Employee's awarded/assigned work schedule will be posted at least fifteen (15) days prior to the effective date of the schedule.
- 19-2.08 In order to be eligible to bid, Employees must be Active on the day the schedule is released for bidding. If an Employee is returning from any Inactive status after the schedule has been released, the Company will contact the Employee to coordinate a return-to-work schedule based on their qualifications and open shifts for the scheduling period.

19-3 INTRODUCTION OF SHIFT SCHEDULES

- 19-3.01 Either Party may propose a new shift schedule not listed within this Article or the new application of an existing shift schedule to an existing bid location.
- 19-3.02 Prior to the implementation or application of any shift pattern proposed by either the Company or the Union, the Parties will meet and to discuss whether the shift pattern will be implemented and if there is agreement to add the shift pattern, the Parties will discuss the date of implementation and the process for implementation.
- 19-3.03 Implementation or application of a new shift pattern established according to 19-3.02 above will not affect previously established vacation.

19-4 BREAKS

- 19-4.01 Employees are entitled to a thirty (30) minute paid meal period for every five (5) consecutive hours worked.
- 19-4.02 If an Employee is entitled to two (2) paid meal periods, the meal periods will be scheduled in each half of the shift.
- 19-4.03 In the event an Employee is required to waive a paid break due to operational requirements, the Employee will, no later than one (1) hour after the break was scheduled to begin, contact their manager, or designate, to have the paid break rescheduled during the balance of the shift.

19-5 SHIFT START TIMES

- 19-5.01 Scheduled start times for shifts on a 5-5-4 or 7-7 pattern will be as follows:
 - a) An Employee's day shift will be scheduled to start between 0500LT and 0800LT.
 - b) An Employee's afternoon shift will be scheduled to start between 1300LT and 1500LT.
 - c) An Employee's night shift will be scheduled to start between 1800LT and 2100LT.
- 19-5.02 Scheduled start times for shifts on a 5-2 pattern will be scheduled to start between 0600LT and 0900LT.
- 19-5.03 Shift schedules at YYC and YYZ that incorporate more than a single shift start time will offer a distribution of bid locations as follows:
 - Steady Day Shift: not less than five percent (5%)
 - Steady Afternoon Shift: not less than five percent (5%)
- 19-5.04 The Company may request that Employees in the OL classification start their shift thirty (30) minutes before shift times set out in 19-5.01 above, which will be offset by ending their shift thirty (30) minutes early.

19-6 TEMPORARY ROSTER LINE OPENINGS OUTSIDE OF THE BID PERIOD

- 19-6.01 If a temporary open shift line becomes available, the Company may, at the discretion of the manager or their designate, post the temporary open shift line to be bid on by qualified Employees in that classification and at that Base. The temporary open shift line will be awarded based on Union Seniority to the most senior qualified bid participant.

19-7 MINIMUM REST PERIODS

- 19-7.01 Employees will have a minimum of ten (10) hours rest between scheduled shifts. If an Employee will not have at least ten (10) hours free from duty between the end of one shift and the commencement of the next shift, the Company will adjust the report time of the second shift to provide the minimum ten (10) hours free from duty, and the shift end time will remain the same.
- 19-7.02 If Employees elect to trade or pick up shifts, the minimum rest period may be reduced to eight (8) hours.
- 19-7.03 If an Employee's shift report time is adjusted later to ensure the applicable minimum rest period is maintained, whether the ten (10) hours required under 19-7.01 above or the eight (8) hours required under 19-7.02 above, the Employee's pay for the entire scheduled shift will not be reduced as a result of that adjustment.

19-8 MUTUAL SHIFT TRADES

- 19-8.01 Employees may trade scheduled shifts with other qualified Employees. Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to the manager or their designate, who shall make a decision whether it is approved or not within forty-eight (48) hours. Such requests will not be unreasonably denied. The request and decision must be copied and sent to both Employees involved.
- 19-8.02 Except under exceptional circumstances, shift trade requests must be submitted for approval twenty-four (24) hours prior to the start of the first affected shift.
- 19-8.03 Employees may not use shift trades to access overtime.

19-9 SHIFT BALANCING

- 19-9.01 If an Employee accepts a change from one schedule pattern to another which may impact their minimum rest period and/or the average hours, the Company will shift balance the Employee's schedule prior to the start of the new schedule. An Employee's pay will not be reduced as a result of shift balancing.
- 19-9.02 In the course of shift balancing, any hours worked in excess of a two-week eighty (80) hour average will be paid as overtime at one and one-half times (1.5x) the Employee's all-in rate.

19-10 AIRPORT PASS OFFICE APPOINTMENTS

19-10.01 Employees will be permitted to schedule and attend airport pass office appointments during regular work hours without loss of pay.

19-10.02 Employees whose airport pass office appointment cannot be scheduled within their regular shift, and are required to attend such appointments outside of their regular work hours, will be paid for up to two (2) hours to attend such appointments, unless otherwise approved by a manager or their designate.

19-11 WORK FROM HOME POSITIONS

19-11.01 If the Company requires an Employee with a working from home arrangement to return to working at a Company office or facility, the Employee will be given no less than three (3) months' notice before the new requirement is in place.

ARTICLE 20 – FILLING OF VACANCIES

20-1 GENERAL

- 20-1.01 All staffing requirements and vacancies will be determined by the Company.
- 20-1.02 When a vacancy for a classification covered by this Agreement occurs at a Base, the Company will post the vacancy at all Bases for fourteen (14) Calendar Days. Such postings will be electronic and will include:
- a) The name of the classification and group;
 - b) The Base where the classification is located;
 - c) The term of the classification, if applicable;
 - d) The qualifications required; and
 - e) The closing date for applications to be received.
- 20-1.03 The Company will advise the Union of any vacancies that are posted in accordance with 20-1.02 above, and the applicants that have applied to each such vacancy.
- 20-1.04 Employees may withdraw their application for a vacancy up until such time that they are offered and have accepted the vacancy classification.
- 20-1.05 Employees with any active discipline shall not be eligible to be considered for any vacancies in another classification.
- 20-1.06 The Union will be notified of the names of the successful applicants for all classification vacancies covered by this Agreement.
- 20-1.07 Employees on a leave of absence may apply for vacancies.
- 20-1.08 If an Employee on a leave of absence (excluding personal and Union leaves) is the successful applicant to a vacancy, they will report for duty as directed by the Company after the conclusion of their leave.
- 20-1.09 In the event an Employee on a leave of absence (excluding personal or Union leaves) is the successful applicant to a vacancy, the Company may offer the role in a temporary capacity to another candidate who had applied for the same vacancy. The duration of this temporary classification will be no longer than the duration of the leave of absence of the successful applicant.
- 20-1.10 If the successful applicant for a vacancy is an Employee who is on a personal or Union leave of absence, the Employee will be obligated to report for duty in the new classification as directed by the Company. If the Employee elects to remain on personal or Union leave of absence and not report for duty, the Company will select a new successful applicant according to the process outlined in this Article.

20-1.11 The Employee will be responsible for all costs associated with any relocation under this Article.

20-2 IDENTIFICATION OF SUCCESSFUL APPLICANTS TO VACANCIES

20-2.01 For vacancies in the following classifications, vacancies will be awarded based on Union Seniority:

- a) AME
- b) AVT
- c) Structures AME
- d) Furnishing Technician
- e) Apprentices

20-2.02 In the event a successful applicant is not identified as per 20-2.01 above, the Company may identify a successful applicant from outside the bargaining unit.

20-2.03 For vacancies in a classification covered by this Agreement, other than those listed in 20-2.01 above, applicants may be subject to an assessment to include any combination of verbal, practical, or written testing that includes a scoring protocol with a pre-defined minimum score to be determined eligible. Applicants that obtain the minimum pre-defined score will be considered qualified for the classification. The award will be made based on Union Seniority to the most senior qualified Employee who bid for the vacancy.

NOTE: To be implemented no later than three (3) months after the effective date of this Agreement.

20-2.04 For the purposes of 20-2.03 above, Employees with any active discipline shall not be eligible to be considered for any vacancies in another classification.

20-2.05 For the purposes of 20-2.03 above, in the event a successful applicant is not identified, the Company will assess applications from outside the bargaining unit.

20-2.06 An Employee bidding for more than one (1) vacancy will indicate the order of preference on each bid, and if they are the senior bidder for more than one (1) vacancy, they will have the opportunity to accept the job ranked highest in their preference.

20-2.07 A successful applicant to a posted vacancy will commence the new classification within thirty (30) days of the vacancy award date, unless the original vacancy posting identified a different effective date, or an alternative effective date is agreed to by the successful applicant. If the successful applicant is not moved to

the new classification within these timelines, the new rate of pay will take effect on the applicable effective date of the new classification.

- 20-2.08 If an Employee whose previous classification was in Group I or III and who is awarded a vacancy in any other Group covered by this Agreement is deemed by the Company to be unsuitable for the classification within a six (6) month Active service evaluation period, starting from the effective date of the classification, the Employee will be returned to their previous classification. An employee will not be deemed unsuitable for the classification unless the Company affords them a performance evaluation that identifies all concerns and, following the evaluation, provides the Employee at least four (4) weeks to demonstrate improvement in their performance.

20-3 TEMPORARY VACANCIES

- 20-3.01 Notwithstanding 20-2 above, at unstaffed bases where the Company is considering creating vacancies, or temporary operational needs require staffing of Employee(s), the Company will select Employee(s), through bidding, to work at that base on a temporary basis not to exceed one hundred eighty (180) days. The assignment to an unstaffed base will be posted electronically for bid at the Base(s) deemed able to support the coverage and selection will be based on required qualifications and Union Seniority.
- 20-3.02 Notwithstanding 20-2 above, at staffed Bases, the Company may offer temporary duty assignments to Bases with temporary staffing needs on a voluntary basis. The assignment will not exceed thirty (30) Calendar Days. Temporary duty assignments will be posted electronically for bid for the Base(s) deemed able to support coverage, and selection will be based on required qualifications and Union Seniority.

ARTICLE 21 – FIELD SERVICE

21-1 GENERAL

- 21-1.01 Field Service is any temporary assignment away from the Employee's Base, which may be planned (i.e., Base Coverage) or unplanned (i.e., Aircraft on Ground (AOG)).
- 21-1.02 Whenever a Field Service need arises at a base staffed by Employees, first consideration to perform the work will be provided to all qualified Active Employees at that Base prior to assigning the Field Service work as set forth in this Article.
- 21-1.03 A maximum duty day of sixteen (16) hours total will apply to each twenty-four (24) hour period of Field Service. Duty day limits will apply to travel (including to and from airport and hotel), prep, task, and paperwork hours. Duty day for on-shift Employees dispatched to a Field Service assignment will be calculated from the start of their scheduled shift.
- 21-1.04 Following completion of the Field Service, the Employee will be returned home as soon as practical. If the start of travel home could be arranged to begin prior to sixteen (16) duty hours, but completing travel home would exceed the sixteen (16) duty hours, the Employee will be given the following options:
- a) Remain on-site for an additional ten (10) hours of rest, starting from the end of the duty time, with appropriate accommodations; or
 - b) Return home exceeding the sixteen (16) hour total duty time during travel, in which case item 21-1.05 applies.
- 21-1.05 If the Employee arrives back at their home base from Field Service and has exceeded a sixteen (16) hour period of duty time, they will be offered the following options:
- a) Transportation (cab, etc.) provided to the Employee's place of residence, and transportation from the Employee's residence back to their vehicle after a minimum of ten (10) hours rest or prior to the beginning of their next scheduled shift, at the Employee's option;
 - b) Local appropriate accommodations to provide ten (10) hours of additional rest; or
 - c) A method to escort the Employee home with their personal vehicle.
- 21-1.06 If an Employee is scheduled for duty on the same day as their return from a multiple-day Field Service assignment, the Employee will have the option to be released from that duty without pay.

- 21-1.07 The Company will pay Employees on Field Service assignments MCR in accordance with Article 43 – Meal Cost Replacement and Expenses.
- 21-1.08 When Employees are required to travel for Field Service, their toolboxes and tools will be protected by the Company at the full replacement value against fire, theft, loss, or damage during shipment, provided an inventory of the Employee's tools was signed off on by a manager, or designate, prior to travel. The Company agrees to absorb reasonable excess baggage fees charged to an Employee while travelling for Field Service.
- 21-1.09 For Field Service assignments involving the use of a Company-supplied vehicle for transportation, travel will be limited to a five hundred-and-fifty (550) km radius from the originating base.
- 21-1.10 The Company will determine which qualifications are necessary for a specific Field Service assignment. International travel documents (e.g., visas, passports, work permits) or vaccinations mandated by law may be required for certain Field Service assignments.

21-2 BASE COVERAGE

- 21-2.01 Base coverage is a planned temporary work assignment away from the Employee's Base for which the Company has at least forty-eight (48) hours' advanced notice.
- 21-2.02 Employees awarded a Base coverage assignment will be paid at one and one-half times (1.5x) their regular rate of pay for all hours worked, including travel time between Bases, for the Base coverage assignment.
- 21-2.02 The Company will maintain three regional Base Coverage lists as follows: Western (British Columbia, Alberta, and Saskatchewan); Central (Manitoba, Ontario, and Quebec); Eastern (Maritime Provinces and Newfoundland). Employees may update their inclusion or removal from the Base Coverage list applicable to their Base by giving at minimum seven (7) days' notice by email to their manager or designate.
- 21-2.03 On December 31 of each year, the Base Coverage list(s) will be reset and Union Seniority will prevail in establishing new Base Coverage lists. The new reset bid lists will be used starting January 1 for Base Coverage trips.
- 21-2.04 The Company will first solicit Employees for Base Coverage assignments from the regional Base Coverage list where the assignment occurs.
- 21-2.05 The Company will advise Employees on the applicable Base Coverage list by email of an assignment as soon as it is aware of the assignment. Employees will have forty-eight (48) hours to accept an assignment for which they are qualified. The

email notice will include the details of the Base Coverage assignment and the qualifications required for each such assignment.

- 21-2.06 Base Coverage assignments will be awarded to the qualified Employee at the top of the applicable Base Coverage list. An Employee may refuse a Base Coverage assignment and such refusal will not affect their position on the Base Coverage list. Once an Employee is awarded a Base Coverage assignment, that Employee will go to the bottom of their Base Coverage list.
- 21-2.07 If the Company is unable to fill the assignment from the regional list it may fill the assignment from the list for another region and will follow the same procedures outlined in 21-2.05 and 21-2.06.
- 21-2.08 If no qualified Employees have accepted the assignment following exhaustion of the procedures in 21-2.05, 21-2.06, and 21-2.07 herein, the Company may mandatorily assign the Base Coverage assignment in reverse order of Union Seniority from among qualified Employees on the regional Base Coverage list where the assignment occurs.
- 21-2.09 The Company will honour an Employee's reasonable request to decline Base Coverage for reasons that include, but are not limited to:
- a) Carrying out responsibilities related to the health or care of any of the Employee or Employee's family members;
 - b) Carrying out responsibilities related to the education of any of the Employee's family members who are under eighteen (18) years of age; and
 - c) Addressing any urgent matter concerning themselves or the Employee's family members.
- 21-2.10 In the event the Company is not able to award a Base coverage assignment, or if an Employee who had been awarded a Base coverage assignment is unable to work it according to 21-2.09 above, the Company may assign a qualified Employee on the regional list and on the required shift pattern in reverse order of Union Seniority to the Base coverage assignment. Once an Employee has been assigned and completes the Base coverage assignment, they will not be assigned to a subsequent Base coverage assignment involuntarily until such time that all other qualified Employees in their region and on the required shift pattern have been assigned involuntarily.
- 21-2.11 Employees who are assigned involuntarily to a Base coverage assignment in accordance with 21-2.10 above will be paid at two times (2x) their regular rate of pay for all hours worked, including travel time between Bases, for the Base coverage assignment. For clarity, 21-2.02 above shall not apply to Base coverage assignments involuntarily assigned pursuant to 21-2.10 above.

21-3 AIRCRAFT ON GROUND (AOG)

- 21-3.01 An AOG is an unplanned assignment away from an Employee's base for the purpose of returning aircraft to service. All AOG assignments will only be accomplished by Employees covered by this Agreement.
- 21-3.02 Employees assigned to an AOG assignment will be paid at one and one-half times (1.5x) their regular rate of pay for all hours within the period that commences two (2) hours prior to the required start time of the AOG assignment and ends two (2) hours after the Employee's return to their home Base from the AOG assignment.
- 21-3.03 Maintenance Control Centre (MCC) will be the primary point of contact for Employees on AOG.
- 21-3.04 The Company will maintain AOG lists at each Base of Employees willing to perform AOG assignments. Employees may update their inclusion or removal from their base's AOG list by giving at minimum seven (7) days' notice by email to their manager or designate.
- 21-3.05 On December 31 of each year, the AOG list(s) will be reset and Union Seniority will prevail in establishing new base-specific AOG lists.
- 21-3.06 The Company will identify the Base from which the AOG assignment originates and solicit Employees from that Base's AOG list.
- 21-3.07 AOG assignments will be awarded to the qualified Employee on the top of the applicable AOG list. Once an Employee is awarded and accepts an AOG assignment, that Employee will go to the bottom of their base's AOG list. An employee may refuse an AOG assignment and maintain their position on the AOG list.
- 21-3.08 If no qualified Employees have accepted the assignment following exhaustion of the procedures in 21-3.07 herein, the Company may mandatorily assign the AOG assignment in reverse order of Union Seniority to qualified and available Employees on the AOG list.
- 21-3.09 The Company will honour an Employee's reasonable request to decline an AOG assignment for reasons that include, but are not limited to:
 - a) Carrying out responsibilities related to the health or care of any of the Employee or Employee's family members;
 - b) Carrying out responsibilities related to the education of any of the Employee's family members who are under eighteen (18) years of age; and
 - c) Addressing any urgent matter concerning themselves or the Employee's family members.

- 21-3.10 The Company will provide one (1) mobile telephone (“duty phone”) with charger for each crew of Employees working AOG assignments.
- 21-3.11 Employees who are involuntarily assigned to a AOG assignment in accordance with 21-3.08 above will be paid at two times (2x) their regular rate of pay for all hours within the period that commences two (2) hours prior to the required start time of the AOG assignment and ends two (2) hours after the Employee’s return to their home Base from the AOG assignment.

ARTICLE 22 – LAYOFF AND RECALL

22-1 LAYOFF

22-1.01 The Company will notify the Union a minimum of forty-five (45) Calendar Days prior to the effective date of layoff.

22-1.02 Within seven (7) Calendar Days after the notification in accordance with 22-1.01 above, the Parties will meet to discuss all surplus positions(s) and the layoff mitigation measures outlined below:

- a) Unpaid Leave of Absence program (ULOA), in accordance with Article 31 – Leaves of Absence;
- b) Voluntary layoff; and
- c) Any additional mitigation options offered by the Company.

NOTE: The discussions above will not prevent or delay the Company from implementing layoffs.

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

22-1.03 Layoffs shall be made in reverse order of Union Seniority, in the classification and at the Base concerned, regardless of qualifications. An Employee on a leave of absence will not be exempt from layoff.

22-2 NOTICE OF LAYOFF

22-2.01 The Company will give at least fourteen (14) Calendar Days, prior to the effective date of a layoff to the affected Employees, pay in lieu of such notice, or combination thereof. A layoff email will be sent and will be clearly marked as “LAYOFF NOTICE” in the subject line of the email. The email will be formatted to ensure “delivery receipt.” Confirmation of “delivery receipt” will be deemed to be proper notice. The Company will provide the Union with a list of affected Employees.

22-2.02 The Notice of Layoff shall state the reason for the staff reduction and the date on which the layoff shall be effective.

22-2.03 The notice period in 22-1.01 and 22-2.01 above will not apply due to conditions beyond the Company’s control. In such cases, a minimum of seven (7) calendar days will be provided to the Union to facilitate discussions in accordance with 22-

1.02 above prior to the effective date of layoff. Conditions beyond the Company's control will include but not be limited to the following:

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

22-2.04 Should the Company invoke 22-2.03 above, it will provide the Union with written reasons within forty-eight (48) hours.

22-2.05 An Employee on layoff will be eligible for a continuation of their current benefits coverage for up to ninety (90) Calendar Days in accordance with the Company benefit plan. The Employee will be responsible to pay their benefits premiums.

22-3 BUMPING

22-3.01 An Employee affected by a layoff may, within three (3) days of the Notice of Layoff, and provided that their Union Seniority is greater than that of the displaced Employee, displace from their classification any Employee in Group I with less Union Seniority in their own Base whom they are qualified to displace.

22-3.02 If an Employee is eligible to displace another Employee from their classification pursuant to 22-3.01 above, the Employee shall, as part of their Notice of Layoff, be informed of their option to displace and the process for exercising this option.

22-3.03 An Employee who displaces another junior Employee from their classification will be required to report to the new classification on the report date specified by the Company, which will be no earlier than the effective layoff date specified in the Notice of Layoff unless mutually agreed.

22-4 RECALL TO WORK

- 22-4.01 An Employee who is laid off is responsible for ensuring that the People Department has their most up to date address, telephone number, and personal email address. An Employee will advise the People Department in writing via email of any change. An Employee will not be entitled to preference in recall if they do not comply with this requirement.
- 22-4.02 Subject to 22-4.03 below, if a vacancy for one of the following classifications arises at a Base, a qualified Employee on layoff from the Affected Base will be recalled by group and in order of Union Seniority:
- a) AME
 - b) Structures AME
 - c) AVT
 - d) OL
 - e) Technical Representative
 - f) Technical Representative Lead
 - g) Technical Instructor
 - h) Senior Technical Instructor
- 22-4.03 For the purposes of 22-4.02 above, the following restrictions will apply:
- a) An AME, Structures AME, or AVT will not be recalled to the OL classification;
 - b) A Technical Representative will not be recalled to the Technical Representative Lead classification; and
 - c) A Technical Instructor will not be recalled to the Senior Technical Instructor classification.
- 22-4.04 For all classifications not covered by 22-4.02 above, if a vacancy arises at a Base, an Employee on layoff from the Affected Base will be recalled by classification and in order of Union Seniority.
- 22-4.05 The Company will not offer vacancies to other candidates in a classification at a Base unless all Employees on layoff in that classification at that Base have been offered recall.
- 22-4.03 A written notice of recall (“Notice of Recall”) will be sent by the Company via email to the last email address provided by the Employee to the Company. The email will be clearly marked as “NOTICE OF RECALL” on the subject line of the email. The email will be formatted to ensure “delivery receipt”. Confirmation of delivery receipt will be deemed to be proper notice. The Company will provide the Union with a list of affected Employees.

- 22-4.04 An Employee who is recalled to employment will have three (3) Calendar Days from the date the Company sent the email with the Notice of Recall to advise the Company in writing of whether they accept or decline the Notice of Recall. An Employee who does not respond to the Company in writing within this timeline will be deemed to have declined the Notice of Recall and will no longer be employed by the Company. If the Employee has not responded within one (1) Calendar Day the Union shall be notified to attempt to contact the Employee.
- 22-4.05 The Notice of Recall shall state that the Employee must respond to the Notice of Recall within the specified timeline and that an Employee that fails to respond will be deemed to have declined the Notice of Recall and resigned from their employment with the Company.
- 22-4.06 An Employee on layoff will retain and accrue Union Seniority and have recall rights for a period of three (3) years from the effective date of layoff. Upon the expiration of the Employee's recall rights, the Employee's employment will be terminated.
- 22-4.07 An Employee who meets the eligibility requirements for retirement pursuant to the Travel Privileges Policy may retire while on layoff.
- 22-4.08 Company service will not accrue for any vacation pay entitlements or pay progression purposes during the layoff period.
- 22-4.09 An Employee whose Company qualifications have expired while on layoff shall be requalified at the Company's expense upon recall.
- 22-4.10 If an Employee is recalled to their Affected Base, they may decline a Notice of Recall and continue on layoff status provided there are more junior Employees in their same Group who remain on layoff. Once all such junior Employees are recalled, the Employee must accept the recall to their Affected Base or they will be deemed to have resigned from the Company.
- 22-4.11 If an Employee accepts a Notice of Recall to their Affected Base, the Employee must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Employee accepts the Notice of Recall, unless mutually agreed, or the Employee will be deemed to have resigned from the Company.
- 22-4.12 If an Employee is recalled to another Base other than their Affected Base, the Employee shall have the option to accept or decline the Notice of Recall. If an Employee accepts a Notice of Recall to another base the Employee must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) Calendar Days following the date the Notice of Recall was accepted, unless mutually agreed, or the Employee will be deemed to be no longer employed by the Company. An Employee who accepts a recall to another Base shall be removed from all recall lists. If the Employee declines a Notice of Recall to another Base in writing to the Company, then they shall remain on layoff status.

- 22-4.13 If an Employee who has been laid off accepts an offer to fill a vacancy at another base other than their Affected Base, the Company shall provide the Employee relocation expenses in accordance with Article 24 – Relocation.

22-5 OTHER

- 22-5.01 Company service accruals for the purposes of vacation pay entitlements and pay progression will commence on the Employee's reporting date of their recall classification in accordance with the date as specified in the Notice of Recall or actual start date, whichever is earlier, in accordance with 22-4.11 and 22-4.12 above, as applicable.
- 22-5.02 An Employee will be eligible for pay and benefits at the Company as of the reporting date of their recall classification in accordance with the date as specified in the Notice of Recall or actual start date, whichever is earlier, in accordance with 22-4.11 and 22-4.12 above, as applicable.

ARTICLE 23 - BASE CLOSURE

23-1 GENERAL

- 23-1.01 In the event the Company closes a Base, it is recognized that the provisions of Article 22 – Layoff and Recall may not adequately deal with the impact on the Employees affected. Therefore, it is agreed that if the Company announces a Base closure, this Article shall apply.
- 23-1.02 The Company shall provide a minimum of ninety days' (90) notice to the Union prior to closing a Base and shall meet the Union for the purpose of minimizing the effect on Employees. During the notice period, there shall be no decrease in affected employees' pay and benefits. The Company shall make reasonable effort to minimize the effect on Employees by (a) eliminating the necessity for the termination of employment, or (b) minimizing the impact of the termination of employment on the affected employees and assist them in obtaining other employment.
- 23-1.03 Notwithstanding the provisions of 23-1.01 and 23-1.02 above, and in addition to any benefits provided therein, Employees who are subject to Base closure shall have the option of:
- a) Terminating their employment with the Company and receive benefits in accordance with Article 25 – Severance Pay;
 - b) Being placed on layoff status in accordance with Article 22 – Layoff and Recall;
 - c) Voluntarily relocating to another Base by accepting an offer from the Company for a vacant classification at that Base.
- 23-1.04 As the Parties have already negotiated how the implementation of a Base closure during the term of this Agreement will be handled, Sections 214 to 226 of the *Canada Labour Code* shall not apply to the Parties in the event of a Base closure, or to the termination of Employees' employment as a result of the Base closure, during the term of this Agreement.

ARTICLE 24 - RELOCATION

24-1 RELOCATION AT COMPANY EXPENSE

- 24-1.01 The Company will only provide relocation services to Employees in the following circumstances:
- a) If the Company closes a Base, and the Company offers to transfer an Employee to a different Base in accordance with Article 23 – Base Closure, or
 - b) To an Employee who has been recalled from layoff and permanently assigned to a Base other than the Base that they held at the time of the layoff, in accordance with Article 22 –Layoff and Recall, or
 - c) To an Employee who is subject to a layoff under Article 22 - Layoff and Recall and accepts an offer for a Position to fill a vacancy at another Base.

24-2 CRITERIA FOR RELOCATION AT COMPANY EXPENSE

- 24-2.01 Eligible relocation will be paid by the Company provided the Employee physically and for all purposes relocates their primary residence to the Employee's new Base and all of the following conditions are met:
- a) The relocation is from a residence located outside a 100 km radius of the location of the new Base;
 - b) The relocation is to a primary residence located inside a 160 km radius of the location of the new Base (relocation radius);
 - c) The distance from the previous primary residence to the new primary residence is at least 80 km; and
 - d) The Employee relocates their primary residence no more than twelve (12) months after their start of work at the location of the new Base.
- 24-2.02 An Employee who meets the criteria outlined in 24-1.01 and 24-2.01 above, who is eligible for relocation at Company expense shall submit a written request to their direct manager or designate for relocation services. Employees who request relocation at Company expense and meet the above criteria shall be provided with written approval for relocation services as outlined below.

24-3 LUMP SUM PAYMENTS

- 24-3.01 Eligible Employees may elect to receive a lump sum payment of twelve thousand five hundred (\$12,500) dollars (less any applicable withholdings) in lieu of the relocation services described below by making a request in writing to their manager or designate.

24-4 RELOCATION SERVICES

- 24-4.01 The Company will provide the services of a relocation services provider per the Employee Relocation Policy. The Employee will be assigned a relocation counsellor for the full duration of the relocation. Eligible Employees are required to manage relocations through the Company's relocation services provider.
- 24-4.02 Upon receiving eligibility approval in accordance with 24-2.02 above, the Employee shall be provided with the name and contact information of the relocation counsellor specifically assigned to the Employee for the full duration of the relocation.
- 24-4.03 The Company shall pay reasonable and customary costs associated with the selling of an Employee's principle residence and/or purchase of a new principle residence including commission fees on the sale price of the home, land transfer tax on the purchase price of a home, legal and notary fees, mortgage fees, home inspections, and other closing costs. The maximum of all associated relocation costs will not exceed a total of forty-five thousand dollars (\$45,000) for relocation costs and twelve thousand five hundred dollars (\$12,500) for land transfer tax.
- 24-4.04 Eligible relocation expenses will be reimbursed only if the Employee submits a detailed receipt for each applicable item to the relocation administrator. Expenses must be submitted within six (6) months of the move to the new primary residence.
- 24-4.05 If an Employee rents a primary residence, the fees paid because of early termination of the lease on the Employee's primary residence will be reimbursed up to a maximum of three (3) months' rent. Any amount charged for damages to the rental property will not be covered by the Company.
- 24-4.06 The Company will cover the expense(s) of relocating up to two (2) street legal vehicles that are either moved, shipped or driven. If a car is driven for relocation purposes, the Employee will be reimbursed in accordance with the automobile allowance rates as per the Canada Revenue Agency.
- 24-4.07 The Company will pay to move up to fifteen thousand (15,000) pounds of the Employee's household goods. The household move will include packing, shipping, and storage of goods to a maximum of sixty (60) days. Only relocations to and from Canadian residences will be covered. For clarity, the weight of any relocated vehicles as outlined in 24-4.06 above shall not be included in the household goods maximum weight amount.

24-5 RELOCATION AND TRAVEL EXPENSES

24-5.01 The Company shall provide house hunting trip(s) and reimburse reasonable costs as follows:

- a) The Company shall provide up to two (2) positive space Company round trip flights for the purposes of house hunting when booked through Company Business Travel including one (1) trip for the Employee and spouse, and a second trip for the Employee, spouse, and dependents, if applicable;
- b) The Company shall reimburse costs in 24-5.01 (a) above to the new location. Such costs shall include meals per the Corporate Expense Policy, transportation, car rental, as applicable, and hotel up to a maximum of five (5) calendar days; and
- c) The house-hunting trip must be completed on the Employee's Days Off and shall not be paid time.

24-5.02 The Company shall provide positive space travel and reimburse costs for the relocation as follows:

- a) Positive space travel for the Employee, spouse, and dependents for travel to the Employee's eligible new designated primary residence shall be requested through the Employee's direct manager; and
- b) Transportation, meals (in accordance with the Corporate Expense Policy), car rental and hotel up to maximum of five (5) calendar days.

24-5.03 Notwithstanding 24-5.02 (b) above, an Employee may request, and the Company shall reimburse the costs of an Employee's temporary accommodation at the new location or existing home Base for up to a maximum of thirty (30) calendar days while awaiting the possession date of the new home or the delivery of their household goods. The costs of these accommodations during the maximum thirty (30) calendar days shall be included in the maximum relocation costs in accordance with 24-4.03 above and shall not be applicable to an Employee who elects to receive a lump sum payment in accordance with 24-3.01 above.

24-6 TIME OFF FOR RELOCATION

24-6.01 Employees who are eligible for relocation assistance or opt to receive a lump sum payment shall be eligible for a minimum of nine (9) guaranteed consecutive days off. Of the nine (9) guaranteed consecutive days off, five (5) shall be with pay.

24-6.02 An Employee must submit their request for the above leave to the Company at least four (4) weeks before the requested leave period.

24-6.03 If a request is made after the deadline above, the request will be granted subject to operational requirements or at another mutually agreeable time or broken down and taken in two (2) separate blocks.

24-6.04 Picking up extra shifts during these days off shall not be allowed or offered.

24-7 PROOF OF RELOCATION DOCUMENTATION

24-7.01 Employees shall be required to provide proof of relocation. Such proof shall be limited to lease or real estate documents, as applicable, or a notarized affidavit.

24-7.02 In the event an Employee is eligible for relocation assistance in accordance with 24-1.01 and 24-2.01 above and is requesting a lump sum payment in lieu of relocation assistance, the Employee shall provide proof of relocation in accordance with 24-7.01 above to their direct Manager. Upon verification of proof of relocation, the lump sum payment shall be issued to the Employee.

24-7.03 In the event an Employee qualifies for relocation in accordance with 24-1.01 above, the Employee shall provide proof of relocation being completed no earlier than sixty (60) Calendar Days prior to the start date at the new Base and no later than eighteen (18) months after the start date at the new Base.

24-8 CLAW-BACK OF COMPANY PAID RELOCATION

24-8.01 The cost of a paid move to an Employee will be amortized over a period of twelve (12) months. Any Employee who has received relocation payment and who leaves the employment of the Company for any reason within twelve (12) months of relocating will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period. Any repayment owed by the Employee may be deducted from the Employee's final pay.

ARTICLE 25 – SEVERANCE PAY

25-1.01 The Company shall provide an Employee, who has completed at least three (3) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, with the minimum termination notice or termination pay in lieu of notice required pursuant to Part III, Division X of the *Canada Labour Code*, as it may be amended.

25-1.02 In addition to the termination notice or termination pay in lieu of notice set out in 25-1.01 above, an Employee who has completed at least twelve (12) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions shall also be entitled to receive one (1) of the following severance options:

Option 1:

- Five (5) days' pay for each completed year of continuous employment the Employee has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay.

NOTE: An Employee selecting Option 1 will be entitled to retire in accordance with the Company's Travel Privileges Policy, if they are eligible to retire pursuant to that policy as of the effective date of their termination.

Option 2:

- Two (2) days' pay for each completed year of continuous employment the Employee has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay, or five (5) days' pay, whichever is greater; and
- One (1) year of Company standby travel benefits for the Employee, their designated travel companion, and their eligible dependants for each completed year of continuous employment the Employee has with the Company as of their effective termination date.

25-1.03 A "days' pay" for the purposes of this Article 25 – Severance Pay shall be calculated as eight (8) hours at the Employee's regular rate of pay.

25-1.04 The use of Company travel benefits by an Employee, or by their eligible dependents or designated travel companions, shall be governed by and must be in compliance with the Company's Travel Privileges Policy.

25-1.05 An Employee, whose employment with the Company is terminated as a result of staff reductions, shall not be entitled to any termination notice, termination pay in lieu of notice, severance pay, or any other pay or entitlements beyond that which is specified in this Article 25 – Severance Pay.

ARTICLE 26 – DISCIPLINE AND DISCHARGE

26-1 GENERAL

- 26-1.01 No Employee who has completed their probationary period shall be disciplined or discharged without just cause.
- 26-1.02 The Union reserves the right to file a Grievance in accordance with Article 27 – Grievance Procedure of this Agreement on behalf of an Employee who has been disciplined or discharged.
- 26-1.03 Under circumstances where disciplinary or discharge action is contemplated, the Company may initiate an investigation in order to consider all factors involved. Such investigations may involve any of the Employees, or others, as deemed necessary by the Company.

26-2 OFF PENDING INVESTIGATION

- 26-2.01 If disciplinary or discharge action is contemplated, the Employee involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits, or seniority to provide the Company with sufficient time to investigate.
- 26-2.02 No later than twenty-four (24) hours after notifying an Employee that they are to be held out of service pending investigation, the Company will advise the Employee of the reason(s) in writing, with a copy to the Union, of the Company's decision to hold the Employee out of service. An Employee will not be required to participate in training upon being notified that they are being held out of service pending investigation.
- 26-2.03 During the period an Employee is off pending investigation, the Employee shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.
- 26-2.04 An Employee who is held out of service pending investigation shall be entitled to bid for shifts, vacancies, and vacation so that if and when returned to duty, the Employee shall resume their duties to which the Employee is entitled.
- 26-2.05 Any pending investigation is not considered as discipline and shall not form part of the Employee personnel file.

26-3 NOTIFICATION OF ALLEGATIONS AND THE RIGHT TO UNION REPRESENTATION

- 26-3.01 Prior to any investigative meeting which may result in discipline or discharge, the Company shall provide the Employee under investigation with written notice, with

a copy to the Union, which clearly states the matter which is under investigation, that the investigative meeting in question may result in discipline or discharge, and the Employee has the right to be accompanied to the meeting by Union representation.

26-4 INVESTIGATIVE AND DISCIPLINARY MEETINGS

- 26-4.01 Investigative and disciplinary meetings will be held in-person at the Employee's Base unless the Parties agree that circumstances warrant a different location. The Company may elect to have some, or all, of their designated representatives attend via teleconference or videoconference.
- 26-4.02 Any Employee who is involved in an investigation which may result in discipline or discharge shall have the right to request one (1) Union representative. On an exceptional basis only, the Union may make a reasonable request to Labour Relations for the participation of an additional Union representative to act as an observer in the investigative meeting. Such request shall be made in advance of the investigative meeting and shall not result in delays to the timing of the meeting.
- 26-4.03 The Union will make reasonable efforts to have Union representation available for an investigative meeting. Should Union representation not be reasonably available for the investigative meeting scheduled by the Company, the Company shall consider in good faith any reasonable request by the Union or the Employee for an extension to obtain one. Any request for an extension shall not be unreasonably denied.
- 26-4.04 If an Employee has been asked to participate in an investigative meeting during scheduled hours of work, no additional pay or benefits will be paid for such attendance. However, where an Employee is asked to attend an in-person investigative meeting on an off day, the Employee will receive pay at their regular rate of pay for a minimum of three (3) hours or actual time spent in attendance, whichever is greater. If a meeting held on a scheduled day off is not held in person, the Employee will receive pay for the actual meeting time.
- 26-4.05 Once the investigation is complete, the Company shall notify the Employee and the Union of the outcome.
- 26-4.06 If disciplinary or discharge action is taken, the Employee will be notified in writing, with a copy to the Union, stating the reason(s) for, and the actions to be taken. The Employee will be advised of their right to request the presence of a Union representative at any meeting in which discipline or discharge is to be issued.

NOTE: The foregoing will not preclude the Company from initiating discipline or discharge action without such prior discussion in those instances where the Employee is not reasonably available.

26-5 DISCIPLINARY DOCUMENTS

- 26-5.01 Discipline will remain active for twenty-four (24) months of Active employment from the date of issuance. The Company shall not rely on any previous discipline after twenty-four (24) months of Active employment from the date of issuance, including for the purposes of any promotional opportunities, provided there has been no reoccurrence of a similar infraction.
- 26-5.02 In the event that discipline is modified through either the grievance or arbitration procedures, the original discipline will be replaced with the modified discipline, unless such decision is to exonerate the Employee, in which case the discipline will be removed.

ARTICLE 27 – GRIEVANCE PROCEDURE

27-1 GENERAL

- 27-1.01 It is the desire of the Parties that disputes be settled as promptly as possible.
- 27-1.02 For the purpose of this Article and throughout this Agreement, the term “grievance” means a dispute between one (1) or more Employees, the Union or the Company with regard to the interpretation, application, administration or alleged violation of this Agreement.
- 27-1.03 A grievance for an Employee (“Individual Grievance”) or a grievance for a group of Employees’ dealing with the same issue (“Group Grievance”) will be initiated by the Union at Step I of the grievance procedure.
- 27-1.04 A “Policy Grievance” is, by its nature, a grievance that cannot be grieved by an individual Employee or a group of Employees’. A Policy grievance will be initiated by the Union at Step II of the grievance procedure.
- 27-1.05 A “Company Grievance” arising directly between the Company and the Union may be initiated by the Company at Step II of the grievance procedure.
- 27-1.06 A grievance concerning the dismissal of an Employee may be initiated at Step II of the grievance procedure.
- 27-1.07 Either the Company or the Union may file a grievance pursuant to this Article. The Union, not the grievor, retains control and direction of any Union grievance filed.
- 27-1.08 Grievance hearings may be held in person, or by teleconference or by video conference.
- 27-1.09 An Employee will not be required by the Company to attend a grievance meeting.
- 27-1.10 Steps of the grievance procedure may be skipped, or combined, by written agreement between the Parties.

27-2 INFORMAL LEVEL

- 27-2.01 If an Employee believes they have the basis of a grievance, they are encouraged to have a personal talk with their direct manager with a view to resolving the matter.
- 27-2.02 If the Employee fails to resolve the matter through 27-2.01 above or if they elect to bypass that provision, they may ask the Union to enter into informal discussions with their direct manager on their behalf with a view to resolving the matter prior to initiating a grievance. The Employee may elect to accompany the Union in all such discussions, or they may elect to have the Union enter into such discussions in their absence.

27-3 GRIEVANCE PROCEDURE

27-3.01 Filing a Grievance

Grievances will be submitted in writing by the Union to the Labour Relations designate and will include the following:

- a) The name(s) of the grievor(s);
- b) The type of grievance (Individual, Group, or Policy);
- c) The nature of the grievance, including the date;
- d) A summary of the circumstances giving rise to the grievance;
- e) The Article(s) in this Agreement that are alleged to have been violated; and
- f) The remedy sought.

27-3.02 The Company will not be required to consider any Policy or Group grievance which has not been filed within a period of thirty (30) Calendar Days after the date on which the Employee(s), or the Union in the case of a Policy Grievance, knew or ought to have known about the fact or event which gave rise to the matter in dispute.

27-3.03 The grievance time limits set forth in this Agreement may be waived, combined, or extended by written agreement between the Parties.

27-3.04 If a grievance is not submitted to the next step by the Union within the prescribed time limits or the agreed upon time limits, the grievance will be deemed to be abandoned. If the Company does not hold a grievance hearing or issue a written reply to the grievance within the prescribed time limits or the agreed upon time limits, the grievance will proceed to the next step of the grievance procedure.

27-4 GRIEVANCE STEPS

There are three (3) steps in the grievance procedure:

Step I

27-4.01 Heard by the manager selected by the Company, or designate, and the Labour Relations representative, or designate.

27-4.02 A hearing will be held by the Company within fourteen (14) Calendar Days after the grievance has been received (Step I), and reasonable notice of the hearing shall be given to the Union.

27-4.03 A decision must be rendered within fourteen (14) Calendar Days of the hearing, and the Parties concerned must be given written notification thereof. Should the Union disagree with the decision, it may appeal at Step II of the procedure within fourteen (14) Calendar Days of receiving the decision.

Step II

- 27-4.04 A Step II grievance will be heard by a Director of Technical Operations, or designate, with authority to resolve the grievance, and the Labour Relations representative, or designate, with authority to resolve the grievance.
- 27-4.05 After receiving notice from the Union to advance the grievance to Step II, a hearing will be held by the Company within fourteen (14) calendar days.
- 27-4.06 A decision must be rendered within fourteen (14) Calendar Days of the hearing, and the parties concerned must be given written notification thereof. Such decision shall also contain the facts and position presented by the Company during the hearing as well as facts obtained by the Company during any investigation conducted subsequent to the hearing.
- 27-4.07 A Step II grievance filed by the Company will be heard by the Union within fourteen (14) Calendar days of the grievance being filed. The Union shall render a response within fourteen (14) Calendar Days of the hearing.

Step III

- 27-4.08 If no satisfactory settlement is obtained at Step II, either Party may then initiate the arbitration procedure, in accordance with Article 28 - Arbitration of this Agreement, within thirty (30) Calendar Days of receiving the Step II decision.

27-5 UNION REPRESENTATION

- 27-5.01 The Company will recognize Union representatives appointed or elected by the Union to represent Employees during the grievance procedure.

ARTICLE 28 – ARBITRATION

28-1 ARBITRATION PROCESS

- 28-1.01 Pursuant to Article 27 of this Agreement, when a notice of intent to proceed to arbitration is received, the Parties will jointly select an arbitrator within thirty (30) Calendar Days from the date when the matter is referred to arbitration. Except in the event of a dismissal of an Employee, in which case the Parties will jointly select an arbitrator within seven (7) days to hear the matter as soon as mutually practicable. In the event that the Union and the Company are not able to come to an agreement on selection of an arbitrator, the process will proceed in accordance with the law as specified in the *Canada Labour Code*.

28-2 ARBITRATOR'S JURISDICTION

- 28-2.01 The arbitrator will be vested with the powers conferred under the *Canada Labour Code*.
- 28-2.02 The arbitrator will have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement, except in accordance with the law as specified in the *Canada Labour Code*.

28-3 UNION WITNESS(ES) AND REPRESENTATIVE(S)

- 28-3.01 At any hearing(s) held throughout the arbitration procedures, the Company will provide all Union witnesses and representatives who are employees of the Company time off without loss of pay, with the lost wages invoiced to the Union in accordance with Article 32 – Union Release Time.
- 28-3.02 The Company will recognize Union representatives or legal counsel appointed, elected, or hired by the Union to represent Employees during the arbitration procedure.

28-4 ARBITRATOR'S DECISION

- 28-4.01 The decision of the arbitrator will be final and binding on all parties to the proceeding.

28-5 ARBITRATION COST

- 28-5.01 The compensation of the arbitrator, expenses incurred by the arbitrator, and costs associated with the arbitration facilities will be borne equally by the Company and the Union.

ARTICLE 29 – VACATION AND STATUTORY HOLIDAYS

NOTE: Effective no later than October 2024 for 2025 vacation bidding.

29-1 GENERAL

- 29-1.01 Vacation is time for which an Employee is paid for their regularly scheduled shifts without reporting for duty.
- 29-1.02 An Employee shall receive annual Vacation Allotment in accordance with their Length of Service, as provided for in 29-2 below.
- 29-1.03 Vacation time is not cumulative and will be taken during the calendar year in which it is earned, subject to 29-7 below.
- 29-1.04 A vacation year will run from January 1 to December 31.
- 29-1.05 Vacation Blocks will be bid according to an Employee's Union Seniority. Inactive Employees, excluding any Employees on layoff, will be eligible to participate in the vacation bid.
- 29-1.06 An Employee, who is Inactive during the calendar year and who has vacation time previously awarded/assigned, will have their vacation entitlement reconciled upon their return to duty prior to being assigned any available Vacation Block(s) or day(s) or any vacation payout to the Employee.
- 29-1.07 All scheduled vacation will appear on the respective Base work schedule.
- 29-1.08 Awarded/assigned vacation shall not be changed by the Company, except by mutual written agreement between the Employee and the Company, in accordance with 29-1.10.
- 29-1.09 An Employee's awarded/assigned Vacation Block may be changed in the event the Employee's bi-annual shift bid results in changes to their scheduled days off. In the event of such change, the Company will reschedule the affected Vacation Block to the nearest available Vacation Block of the same duration as the originally awarded/assigned Vacation Block or a mutually agreeable alternate Vacation Block of such duration.
- 29-1.10 An Employee may request a change to their scheduled vacation by providing written notice to their manager or their designate. Changes will not be accepted until all vacation bids are complete. The written notice will include both the current awarded/assigned vacation and the newly requested dates. The Employee shall be given a response of acceptance or denial in writing within five (5) Calendar Days.
- 29-1.11 The Company shall update the posted vacation calendar within five (5) Calendar Days following an approved vacation change. Employees may bid for that posted

opportunity for no less than seven (7) Calendar Days, after which it shall be awarded by Union Seniority.

- 29-1.12 Under no circumstances will the Company require an Employee to work during their awarded/assigned Vacation Block. Employees who wish to do so must request a change in their awarded/assigned Vacation Block in accordance with 29-1.10 above.
- 29-1.13 Employees who enter into the scope of the Agreement after bidding and who are eligible to have vacation time scheduled will request their preferred time from the open blocks available at their Base, by classification, and shift. Such requests will be made by the Employee directly to the workforce planning team. Requests will be granted based on availability and on a first come, first serve basis. No request shall be denied if it is for an open and available vacation slot.
- 29-1.14 Vacation pay for Employees is accrued each pay period. An Employee will earn these accruals each pay period in which they are Active. Vacation pay is calculated as a percentage of an Employee's earned wages in accordance with the below chart:

Annual Vacation Allotment	Vacation Pay Percentage
2 weeks / 80 hours	4%
3 weeks / 120 hours	6%
4 weeks / 160 hours	8%
5 weeks / 200 hours	10%

29-2 VACATION ALLOTMENT

- 29-2.01 An Employee's Vacation Allotment will be based on completed years of continuous employment with the Company. Vacation Entitlement shall be prorated for any partial year of Company employment.
- 29-2.02 An Employee's annual Vacation Allotment is as follows:
- a) During the first three (3) years of employment, an Employee is entitled to eighty (80) hours per year.
 - b) At the commencement of the fourth (4th) year of employment, an Employee is entitled to one hundred and twenty (120) hours per year.
 - c) At the commencement of the seventh (7th) year of employment, an Employee is entitled to one hundred and sixty (160) hours per year.
 - d) At the commencement of the twenty-fifth (25th) year of employment, an Employee is entitled to two hundred (200) hours per year.

29-3 STATUTORY HOLIDAYS

- 29-3.01 The Company observes eleven (11) Statutory Holidays defined as the following:
- a) The ten (10) general holidays defined under the *Canada Labour Code*; and
 - b) The Civic Holiday.
- 29-3.02 In the event that the Company removes the Civic Holiday for any other Company employee group it shall also be removed for this bargaining unit. Notwithstanding the preceding sentence, in no event shall an Employee receive fewer Statutory Holidays than any other Company employee group.
- 29-3.03 For the purposes of bidding, Statutory Holidays are allocated on January 1 of each calendar year. An Employee in a classification in Group I, II, or III, or in the Base Planner classification will bid these eleven (11) Statutory Holidays in a calendar year pursuant to 29-4 below.
- 29-3.04 An Employee who will bid their Statutory Holiday allotment will be credited eleven (11) Vacation Bid Allotment Days for the eleven (11) Statutory Holidays.
- 29-3.05 Those Employees who bid their Statutory Holiday allotment will bid for it in the same manner and same time as they bid for their vacation entitlements. Statutory Holiday time-off shall be deemed to be taken after all eligible vacation entitlement has been taken by the Employee in that calendar year.
- 29-3.06 For a new-hire Employee, from their date of hire to the end of the current calendar year, Statutory Holidays will be prorated and will be scheduled by the local workforce planning team.

- 29-3.07 An Employee on any type of Inactive Status shall forfeit their entitlement to any Statutory Holidays which occurred while they were on Inactive status and their Statutory Holidays days will be reconciled upon their return to Active service.
- 29-3.08 In addition, an Employee in Group IV or V, with the exception of Employees in the Base Planner classification, who is required to attend work on a Statutory Holiday will be paid a rate of one and one-half times (1.5x) their regular rate of pay for the hours of the shift that commenced on the Statutory Holiday. The Employee will also still be entitled to their general holiday pay for the statutory holiday in accordance with the Canada Labour Code.

29-4 VACATION AND STATUTORY HOLIDAY BIDDING

- 29-4.01 For the first six (6) Employees in the same Base, classification, and crew (A or B) there shall be, at minimum, one (1) Vacation Block for Employees to bid as vacation. For every additional seven (7) Employees in that same Base, classification, and shift there shall be, at minimum, one (1) additional Vacation Block for Employees to bid as vacation. A manager at a Base may add additional Vacation Blocks at their discretion.
- 29-4.02 Employees in a classification in Group I, II, or III, and Employees in the Base Planner classification, will bid vacation according to this Article. All other Employees in a classification in Group IV or V will make requests for vacation time off work through their manager or the manager's designate.
- 29-4.03 Employees in a classification in Group I, II, or III, and Employees in the Base Planner classification, will bid their Statutory Holiday allotment in the same manner that vacation allotment is bid.
- 29-4.04 On October 15th of each year, or later if agreed to by the Parties, the Company shall post electronically the current Vacation Allotment and Vacation Bid Allotment Days lists for the Employees at each Base. The lists shall be reviewed for accuracy between the Airline Representative or their designate and the Base Manager or their designate, prior to posting. No change should be made to the lists once they have been posted, unless otherwise agreed to with the Airline Representative.
- 29-4.05 The posted information shall include the Base work schedule and Vacation Blocks for the vacation year being bid and list Employees in order of Union Seniority in each classification and shift.
- 29-4.06 Bidding will consist of three (3) consecutive rounds.
- 29-4.07 Bids for the first round will be submitted in the first five (5) days of the bid period and Vacation Blocks will be awarded in the five (5) days following the close of the first bid period.

- 29-4.08 Bids for the second round will be submitted five (5) days after the award of the first round of bids and Vacation Blocks will be awarded in the five (5) days following the close of the second bid period.
- 29-4.09 Bids for the third round will be submitted five (5) days after the award of the second round of bids and Vacation Blocks will be awarded in the five (5) days following the close of the third bid period.
- 29-4.10 During the first round, Employees will bid up to two (2) Vacation Blocks. Only full Vacation Block bids will be accepted in the first round.
- 29-4.11 During the second round, Employees will bid up to two (2) Vacation Blocks. Only full Vacation Block bids will be accepted in the second round.
- 29-4.12 The third round is an open bid round. Employees will bid all remaining days of their Vacation Allotment in either full or partial blocks.
- 29-4.13 Employees who fail to participate in the bid will have their Vacation Allotment assigned for them by the Company.
- 29-4.14 If the vacation bid process is not automated, all bids will be submitted by email to a Base-specific email address designated by the Company.

29-5 AWARD OF VACATION BIDS

- 29-5.01 Vacation bids will be awarded by Base, classification, and shift in order of Union Seniority, with the exception of 29-5.02 below.
- 29-5.02 In the third round, all full block bids will be awarded in order of Union Seniority prior to the award of partial block bids. Following the award of all full block bids, partial block bids will be awarded in order of Union Seniority.

29-6. VACATION PAY ON CESSATION OF EMPLOYMENT

- 29-6.01 Employees who leave the employ of the Company for any reason will receive their accrued vacation pay. The date of separation will not be extended beyond the date of actual cessation of employment.

29-7. VACATION/STATUTORY HOLIDAYS RECONCILIATION

- 29-7.01 If the reconciliation process under 29-1.06 above indicates that an Employee will not have enough accruals to cover vacation/Statutory Holiday time awarded in the remainder of the year, the Employee may choose a vacation/Statutory Holiday block(s) or day(s) to remove. This must be submitted in writing to the workforce planning team.

- 29-7.02 If the reconciliation process under 29-1.06 above indicates that an Employee has taken more vacation than they shall earn, the Employee will have the option to reimburse the overage either in a lump sum or through Company payroll deduction as per Article 17 - Pay Discrepancies.
- 29-7.03 The Company will also complete an end of year reconciliation process for vacation/Statutory Holidays earned. Employees who are reconciled to have overtaken time will be notified and will have the option to reimburse the overage either through a lump sum payment or through Company payroll deduction as per Article 17 – Pay Discrepancies.
- 29-7.04 As per 29-7.03 above, Employees who are reconciled to have time still remaining, will be notified of the remaining blocks available to select from in the first quarter of the next year.

ARTICLE 30 – SICK LEAVE AND PERSONAL DAYS

NOTE: to be implemented effective January 1, 2025

30-1 GENERAL

- 30-1.01 Sick leave shall be provided to an Employee who is unable to report for duty due to an illness or injury, or other medical leave reason specified under the *Canada Labour Code*, that is not covered under the provisions of workers' compensation legislation. The Parties agree this paid sick leave Section fulfills the Company's obligation to provide medical leave with pay in accordance with the *Canada Labour Code*.
- 30-1.02 If an Employee requires sick leave, they shall notify their manager or their designate as soon as possible but no later than two (2) hours prior to the start of their shift.
- 30-1.03 An Employee may be required by the Company to provide a doctor's certificate to substantiate their inability to work due to illness or injury when the period of sick leave is five (5) or more consecutive workdays or if the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than fifteen (15) Calendar Days after the date the Employee returns to work from the sick leave.
- 30-1.04 The cost of a doctor's certificate, pursuant to 30-1.03 above, will be reimbursed by the Company provided proper proof of payment has been submitted within thirty (30) Calendar Days of the appointment to obtain the doctor's certificate. The maximum amount reimbursed by the Company per certificate shall be forty dollars (\$40).
- 30-1.05 An Employee shall continue to be deemed Active while utilizing paid sick leave days. An Employee shall convert to Inactive status upon becoming eligible to apply for or receive Short-Term Disability or Long-Term Disability benefits.
- 30-1.06 An Employee may not utilize their paid sick leave days for any period of time in which they are eligible to receive income replacement benefits under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.

30-2 SICK LEAVE DAYS

- 30-2.01 Effective January 1 of each calendar year, each Employee will be credited with twelve (12) days of paid sick leave for the calendar year.

30-2.02 Employees who are hired after January 1 of the calendar year will be credited paid sick leave days on a pro-rated basis from the month of their date of hire (DOH) to the end of the first calendar year in accordance with the table below.

DOH Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sick Days Proration	12	11	10	9	9	7	7	6	4	4	3	3

30-2.03 Paid sick leave days are not cumulative and will not be carried over to the next calendar year.

30-2.04 An Employee utilizing their paid sick leave will be pay protected for their scheduled work hours at their regular rate of pay for the shift that they were absent for on paid sick leave, provided the Employee has paid sick leave available to them. If an Employee has picked-up or traded for a shift, that shift will be pay protected at the Employee's regular rate of pay.

30-2.05 Sick leave pay protection shall not extend to cover any overtime not worked by the Employee.

30-2.06 Sick leave is used in full-day increments. If an Employee utilizes a paid sick leave day for a portion of a shift, a full-day of paid sick leave will be utilized. Only one (1) day of paid sick leave shall be deducted for any shift which spans two (2) consecutive Calendar Days.

30-2.07 If an Employee has used all of their paid sick leave days for the calendar year, any additional sick time taken will be unpaid. An Employee must utilize all of their paid sick leave days before they will be permitted to take unpaid sick leave.

30-2.08 If an Employee is no longer employed by the Company, any unused paid sick leave days shall be forfeited.

30-3 PERSONAL DAYS

30-3.01 Employees are entitled to three (3) paid and two (2) unpaid personal days pursuant to the *Canada Labour Code*. Use of personal days will not impact sick time accumulation or usage.

ARTICLE 31 – LEAVES OF ABSENCE

31-1 GENERAL

31-1.01 Unless otherwise specified in this Agreement, an Employee on a leave of absence as outlined in this Article shall:

- a) Be eligible to maintain all benefits currently in effect in accordance with the terms and conditions of the Company benefit plans, or as otherwise provided in this Agreement;
- b) Continue to accrue Union Seniority;
- c) With the exception of unpaid leaves of absence (ULOA), continue to accrue service for pay progression purposes;
- d) Be considered to be Inactive;
- e) Maintain travel privileges in accordance with Article 46 – Travel Privileges and Jumpseat Access and the Company Travel Privileges Policy;
- f) Be eligible to participate in vacation bidding in accordance with Article 29 – Vacation and Statutory Holidays;
- g) Be eligible to participate in shift bidding in accordance with Article 19 – Hours of Service; and
- h) Be reinstated in their former work position at their Base on the previously bid schedule pursuant to Article 19 – Hours of Service. If during the period of the leave there is a staff reduction in the work position at the Base, and the Employee would be affected, this shall be governed in accordance with Article 22 – Layoff and Recall.

31-2 UNPAID LEAVE OF ABSENCE (ULOA)

31-2.01 Upon successful completion of their probationary period, an Employee may request an unpaid leave of absence for a period of up to six (6) months, by providing a written request to their manager, or designate. Except for circumstances beyond the control of the Employee, such requests must be submitted at least four (4) weeks in advance of the desired commencement date and shall include the requested commencement date, duration, and reason for the request. The Company may grant the ULOA if it is for good reason and does not unduly interfere with operations.

31-2.02 The Company may elect to offer voluntary unpaid leaves of absence to Employees. In such circumstances, unpaid personal leaves of absence will be awarded based

on Union Seniority by affected Base, subject to operational requirements for position(s).

- 31-2.03 If an Employee's unpaid leave of absence extends into a new calendar year, the Employee shall be paid out the difference between any earned vacation and/or statutory holidays and any vacation and/or statutory holidays which were taken during the previous calendar year.
- 31-2.04 An Employee on an unpaid leave of absence will be Inactive and will not accrue service for pay progression. The Employee shall also not earn vacation pay or statutory holiday pay accrual while on the unpaid personal leave of absence.

31-3 MATERNITY AND/OR PARENTAL LEAVE

- 31-3.01 Employees are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the *Canada Labour Code*.
- 31-3.02 An Employee requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Employee desires to start the leave and the requested duration of the leave. Unless there is a valid reason for not doing so, this notice shall be given at least four (4) weeks in advance of the Employee's anticipated departure date and shall be accompanied by a medical certificate from a medical practitioner stating the expected delivery date or in the case of adoption, the date the child is expected to come into the care of the Employee.
- 31-3.03 Notwithstanding 31-3.02 above, the leave may end earlier at the written request of the Employee upon providing the Company at least four (4) weeks' notice in advance of the requested return to work date unless there is a valid reason why the notice cannot be given, in which case the Employee shall provide the Company with notice in writing as soon as possible.
- 31-3.04 An Employee shall have the option to split their parental leave into two (2) blocks so long as any periods of leave are completed within seventy-eight (78) weeks of the birth or adoption. Employees shall only be eligible for split parental leave in circumstances where the first block of completed parental leave is comprised of a minimum of two (2) full calendar months. The subsequent parental leave shall also comprise a minimum of two (2) full calendar months.
- 31-3.05 An Employee on maternity and/or parental leave will, for the period of the leave, be Inactive and shall not earn vacation pay or statutory holiday pay.

31-4 BEREAVEMENT LEAVE

- 31-4.01 On the occasion of a death in accordance with 31-4.02 below, the Employee shall advise their direct Manager, or designate, of the requirement for time off for bereavement.
- 31-4.02 An Employee shall be entitled to a leave of up to five (5) paid days as well as an additional five (5) days of unpaid leave from work in one (1) or two (2) periods, of no less than one (1) day's duration, starting on the Calendar Day the death occurs and ending six (6) weeks after the date of the funeral, burial, or memorial service of the family member included below:
- a) A spouse, common-law partner, grandparent or grandchild of the Employee;
 - b) A child, stepchild, foster child, parent, step-parent, sibling, niece, nephew, aunt, or uncle of the Employee or their spouse;
 - c) Any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides; or
 - d) A person who is entirely or substantially dependent on the Employee or spouse for ongoing care and attention.
- 31-4.03 An Employee who wishes to request any additional leave due to bereavement may request a Leave of Absence in accordance with 31-2 above.
- 31-4.04 For the paid component of the bereavement leave entitlement specified in 31-4.02 above, the Employee will be pay protected for the actual scheduled hours they are absent due to bereavement leave.

31-5 JURY DUTY

- 31-5.01 An Employee who is summoned for jury duty will provide a copy of the jury duty notice to their manager, or designate, as far in advance as possible of the scheduled jury duty. The manager, or designate, shall be notified by the Employee immediately after release from jury duty, in order that the Employee may return to Active duty. An Employee will be pay protected, at straight-time rates for the scheduled hours they are absent due to jury duty leave. Upon their return to Active duty, the Employee must provide the manager, or designate, documentation from the court showing the dates and times the jury duty was served.

31-6 COURT LEAVE

- 31-6.01 If an Employee receives a summons or subpoena to appear in court (provided it is for something related to their discharge of duties with the Company), they shall

be removed from the schedule and shall be pay protected for the required court appearance date(s).

- 31-6.02 If an Employee receives a summons or subpoena to appear in court for something unrelated to their employment with the Company, they shall be removed from the schedule and granted leave without pay for the required court appearance dates unless they are able to either trade the conflicting shift(s) or move their court date(s).
- 31-6.03 An Employee who is summoned or subpoenaed to appear in court and needs to be released from work will provide a copy of the summons or subpoena to their manager or designate, as soon as possible upon receiving it.
- 31-6.04 Unless otherwise provided for in this Agreement, the Company shall not pay for the time an Employee is absent from work for any legal proceedings against the Company.

31-7 UNION LEAVE OF ABSENCE

- 31-7.01 An Employee who has been elected to carry out business authorized by the Union outside of the bargaining unit in a Union National capacity on a full-time basis shall be granted a Union Leave of Absence with pay of up to four (4) years. The Union will advise the Company of the name of such Employee, the term of such leave, and the specific purpose. The Union will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting the Employee time off for a Union Leave of Absence. This invoice shall include up to a twenty-six percent (26%) premium, subject to WSP participation rate, to cover benefits and administrative expenses. An Employee on a Union Leave of Absence shall maintain travel privileges in accordance with the Company Travel Privileges Policy. The Employee shall continue to accrue seniority and service while on a Union Leave of Absence.
- 31-7.02 A maximum of two (2) Employees will be granted paid Union Leave of Absence at a time.

31-8 LEAVES OF ABSENCE FOR MEMBERS OF THE RESERVE FORCE

- 31-8.01 The Company shall approve, upon written request with a minimum of four (4) weeks' notice and proof of qualification of the leave, a leave of absence for any Employee that is recalled to military service in accordance with Leaves of Absence for Members of the Reserve Force (unpaid) in accordance with the *Canada Labour Code*.

ARTICLE 32 – UNION RELEASE TIME

32-1 GENERAL

- 32-1.01 The Union will notify the Company in writing of all Employees elected or appointed to fill a position in the Union and designated representative(s). The notification will include the term of these positions.
- 32-1.02 The Company will compensate an Employee identified in 32-1.01 above for Union release and the Union will reimburse the Company for such costs except in those cases as specified in 32-3 - Union Time Bank below.

32-2 PROCESS FOR REQUESTING WORK RELEASE

- 32-2.01 The Union representative or their designate will submit electronic requests for Union leave to the Lead Coordinator or their designate.
- 32-2.02 The Union will provide the Lead Coordinator with the release request at least four (4) weeks prior to the release date for the relevant month with specifics on the release required (who, which Base, what date(s), and number of hours). The Company will assess its staffing needs for the day(s) requested, and if the Company has sufficient staffing for the requested day(s), it will approve the time off and place an absence code on each Employee's days of Union business.
- 32-2.03 Notwithstanding 32-2.02 above, the Company will approve release for one (1) Employee appointed as the Airline Representative if the Union has provided the Company with at least two (2) weeks' advance notice of the request for time off.
- 32-2.04 Employees, excluding the Airline Representative when proper notice has been provided, will be released when the release meets operational requirements.
- 32-2.05 In the event that a requested Union leave conflicts with Employee training, the Parties will meet to discuss potential alternate solutions that ensure that both training and Union needs are met.
- 32-2.06 The Company acknowledges that the process described in 32-2.02 above is intended for work release that is known in advance; there may be *ad hoc* requests for work release that arise. Approval for *ad hoc* or untimely requests will not be unreasonably withheld.
- 32-2.07 An Employee who is granted work release from a shift, or portion thereof, shall be compensated by the Company as if they had worked the scheduled shift.
- 32-2.08 An Employee who is granted release according to this Article shall be treated as an Active Employee and will continue to retain and accrue seniority, as well as service for pay progression purposes, sick leave, vacation, and statutory holiday

entitlements. The Employee shall retain travel privileges and benefits in accordance with the Company Travel Privileges Policy and the Company's benefit plans and shall remain eligible to participate in such other compensation programs offered by the Company to Active Employees in accordance with the terms and conditions of those programs.

- 32-2.09 The Company may cancel time off for Union leave up to twenty-four (24) hours in advance if, for operational needs, a flight runs the risk of being cancelled because of unforeseen events (e.g., weather or higher than anticipated absences). Should there be a reasonable possibility that a cancellation of the Union leave will be necessary, the Company will notify the Union representative as soon as it is aware of the potential cancellation and will work with the Union to mitigate any risk of operational impact in order to avoid the cancellation of the Union leave.

32-3 UNION TIME BANK

- 32-3.01 The Company will allocate a bank of three thousand (3000) Company paid hours on January 1 of each year. Any Union release in excess of three thousand (3000) hours shall be reimbursed to the Company in accordance with 32-6 - Reimbursement to the Company below. The balance of unused hours on December 31st shall be carried over to the following year. The Union shall advise the Company when Union release is to be deducted from this bank at the time it is requested.

- 32-3.02 Union time bank hours in 32-3.01 above shall only be accessed for time spent performing Union business in relation to the Company.

NOTE: The Union time bank allotments for the first year of this Agreement will be pro-rated based on the number of months remaining in the year following the effective date of this Agreement.

32-4 RELEASE FOR CONTRACT NEGOTIATIONS AND RATIFICATION

- 32-4.01 The Company shall permit work release of up to two (2) bargaining committee representatives for reasonable preparation time, negotiations, ratification, and implementation. The Union shall notify the Company of the names and dates of release for the up to two (2) bargaining committee representatives required for each month through the process provided in 31-2 - Process for Requesting Time Release above.
- 32-4.02 The Union may request the release of one (1) additional Employee to function as a subject matter expert at negotiations on a temporary basis. Such requests will not be unreasonably denied by the Company.

32-5 ADDITIONAL WORK

- 32-5.01 Employees released in accordance with 32-2 - Process for Requesting Time Release above shall have the ability to pick up additional work during the month.
- 32-5.02 The Company will pay Employees directly for such work and will not invoice the Union. The Employee will assume sole responsibility for ensuring compliance with scheduling standard rules.

32-6 REIMBURSEMENT TO THE COMPANY

- 32-6.01 The Company shall provide the Union with a detailed invoice of a month's pay loss activity no later than forty-five (45) Calendar Days following the end of the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:
 - a) The name(s) of the Employee(s);
 - b) The date(s) such Employee(s) was/were released on Union business;
 - c) The number of pay hours the Employee(s) missed while on Union business;
 - d) The Employee's/Employees' hourly rate(s); and,
 - e) The amount to be reimbursed to the Company.
- 32-6.02 The Union will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Employees time off pursuant to this Agreement. This invoice shall include a twenty-six percent (26%) premium to cover benefits and administrative expenses.

32-7 TRAVEL COSTS

- 32-7.01 When a Union Representative is required to travel for special meetings requested by the Company, they shall be entitled to free positive space travel as per the Non-Revenue Business Travel Policy between the Union Representative's Base and the location of the meeting. For clarity, such meetings shall not include any regular or reoccurring meetings outlined in this Agreement.
- 32-7.02 When a Union Representative is travelling for a scheduled meeting with the Company, or a Union executive meeting, they shall be eligible to use standby travel privileges in accordance with the Company Travel Privileges Policy.

ARTICLE 33 – BENEFITS

- 33-1.01 The Company agrees to maintain the following benefits coverage, at a minimum, under a flexible group benefit plan for eligible Employees.
- 33-1.02 Unless agreed to in writing by the Union, the flexible group benefit coverage, as outlined in the June 2022 – version 1.0 My Plan My Choice - Benefits At A Glance, shall be considered incorporated into this Agreement.
- 33-1.03 The Company may change its insurance underwriter(s) at any time, subject to 33-1.05 below, provided there is no decrease to the benefits as outlined in this Article. The Company shall provide the Union with no less than forty-five (45) calendar days' written notice of any premium cost change. The Company shall provide the Union with data received from the plan administrator substantiating the premium increases for Employees.
- 33-1.04 The Company shall meet with a Union representative semi-annually to share information on trending claims experience.
- 33-1.05 The Company will maintain a group benefit program for Employees, which will consist of the following types of benefits:
- a) Extended Health;
 - b) Out of Country/Out of Province Emergency Travel Medical;
 - c) Dental;
 - d) Basic Employee Life, Optional Employee Life, Optional Spousal Life, and Optional Child Life;
 - e) Basic Employee Accidental Death and Dismemberment, Spousal Accidental Death and Dismemberment, and Optional Child Accidental Death and Dismemberment;
 - f) Short-Term Disability;
 - g) Long-Term Disability;
 - h) Optional Employee Critical Illness, Optional Spousal Critical Illness, and Optional Child Critical Illness;
 - i) Health Spending Account; and
 - j) Personal Spending Account.
- 33-1.06 An Employee's participation in the group benefit program will commence on the Employee's first day of active work following their completion of the three (3) month waiting period and will be subject to the Employee meeting the eligibility requirements of the group benefit program.

- 33-1.07 Any matter respecting an Employee's eligibility or participation in the group benefits program or an Employee's entitlements under the group benefits program does not constitute a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement, and as such, is not a matter that would be subject to the grievance and arbitration procedure under this Agreement. Vendor policies will govern with respect to decisions related to the policy administration and adjudication of insurance coverage and benefits. Upon formal written request from an Employee or Union representative, the Company shall investigate the concerns of the Employee with the insurance carrier(s) and follow-up with the Employee or Union representative. Employee consent may be required depending on the nature of the inquiry.
- 33-1.08 The Company shall pay 100% of the premiums and/or costs for the standard coverage option, as applicable, for the following benefits:
- a) Extended Health (Option C);
 - b) Prescription Drugs (Option C);
 - c) Primary Health (Out of Country/Out of Province Emergency Travel Medical);
 - d) Basic Dental (Option B);
 - e) Vision (Option B);
 - d) Basic Employee Life (1x);
 - e) Basic Accidental Death and Dismemberment (1x); and
 - f) Short-Term Disability (75% taxable).
- 33-1.09 The Company shall continue to make available additional options for an Employee to acquire, should they so choose, the following benefits: Supplemental Employee Life, Optional Life, Prescription Drugs, Extended Health Care, Vision, Basic Dental, Major Dental & Child Orthodontics, Supplemental and Optional Accidental Death and Dismemberment, and Optional Critical Illness.
- 33-1.10 The Employee shall be responsible to cover any additional premiums and/or costs for coverage options selected other than the standard coverage option for the benefits outlined in 33-1.08 above.
- 33-1.11 The Employee shall pay for one hundred per cent (100%) of their long-term disability premiums.
- 33-1.12 The Employee shall be required to maintain coverage for the following mandatory coverage:
- a) Primary Health including Ambulance Transportation, Out of Country/Out of Province coverage, and Emergency Travel Assistance;
 - b) Basic Employee Life;
 - c) Basic Accidental Death and Dismemberment;

- d) Short-Term Disability; and
- e) Long-Term Disability.

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

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

ARTICLE 34 – TRAINING

34-1 GENERAL

- 34-1.01 All hours spent attending training, or traveling to/from training from an Employee's Base, is considered to be hours worked.
- 34-1.02 A training event that is eight (8) hours or more is considered a full scheduled shift. Employees who have completed a training event that is eight (8) hours or more will not be required to return to their regular work location at the end of the training event. If the training event is completed on a regular scheduled day off, only the scheduled training duration will be paid at the overtime rate.
- 34-1.03 If an Employee attends a training event at their home Base that is less than eight (8) hours, they are required to attend in uniform. Upon completion of the training event, they will be required to report to the manager or the manager's designate to work for the balance of the shift. Alternately, the Employee may request to apply banked time to the hours, which will be subject to the approval of the manager or the manager's designate.
- 34-1.04 All hours spent attending training, or traveling to/from training from an Employee's Base, before or after the Employee's scheduled shift or training class will be compensated at the applicable overtime rate. If the training class is less than eight (8) hours or if the Employee works less than the scheduled shift on the travel day, overtime will only be calculated for those total hours worked beyond eight (8) hours.
- 34-1.05 All hours spent attending training, or traveling to/from training from an Employee's Base, scheduled by the Company on an Employee's scheduled day(s) off will be paid at the applicable overtime rate.
- 34-1.06 The Company will give advanced notice to an Employee of their in-person training schedule no less than fourteen (14) days prior to training. If training is assigned outside of the regularly scheduled shift, the Employee their manager or designate will, at an Employee's request, discuss alternative options. The training will be rescheduled to within the Employee's regularly scheduled shift, except where rescheduling would cause the Employee's regulatory compliance to lapse.
- 34-1.07 Employees assigned to out of Base training will receive hotel and transportation pursuant to Article 42 - Hotels and Transportation. Employees will also receive meal cost replacement pursuant to Article 43 - Meal Cost Replacement Policy and Expenses.

34-2 SPECIALIZED TRAINING

- 34-2.01 Employees on any shift other than dayshift for the work rotation immediately preceding a Specialized Training event will have their work rotation adjusted to

dayshift hours for the work rotation immediately preceding the training event or be provided a minimum thirty-six (36) hours pay protected rest prior to the training event. In no event will another Employee be displaced from the dayshift to accommodate training adjustments.

- 34-2.02 With the exception of Aircraft Type Course Extended Training, Specialized Training classes will be filled by the following process: the Company will notify eligible Employees via email of an available Specialized Training class, including dates, location, qualifications, requirements, and number of available seats. Eligible Employees will have fourteen (14) days from the notification email to expressing their interest in the Specialized Training class according to the process outlined in the email. The available seats will be filled in order of Union Seniority from among qualified respondents who have not attended the course. Following the close of the application period, a list of applicants and selected class participants will be posted electronically.
- 34-2.03 In the event there are no qualified applicants, or if an Employee becomes unable to attend the scheduled Specialized Training, the Company may assign the Specialized Training class spot to an eligible Employee. The fourteen (14) days' advanced notice requirement set out in 34-1.06 above shall not apply in the event an Employee becomes unable to attend the Specialized Training less than fourteen (14) days' prior to the commencement of the Specialized Training.

34-3 EXTENDED TRAINING

- 34-3.01 An Employee's shift pattern and/or days off may be changed to allow attendance at Extended Training (e.g., Aircraft Type Courses), provided the Employee is given fourteen (14) days' notice of such shift pattern and/or days off change(s). Employees will be pay protected and will not lose compensation in the event their shift is rescheduled. Employees will be provided with a minimum of thirty-six (36) hours of pay protected rest before and after the adjusted shift period.
- 34-3.02 Extended Training classes will be filled by the following process: The Company will maintain a list of Employees who are eligible to receive Extended Training. Extended Training classes will be filled from the Extended Training list based on Union Seniority. Employees who successfully complete Extended Training will be placed at the bottom of the Extending Training list. In the event of conflict between mandatory recurrent and Extended Training, the Employee will have the option to attend the Extended Training and the Company will reschedule conflicting mandatory recurrent training to accommodate the Employee's training schedule. An Employee may decline the offered Extended Training and retain their position on the Extended Training list. The Company will maintain an updated electronic Extended Training list available to Employees.
- 34-3.03 In the event there are no qualified applicants, or if an Employee becomes unable to attend the scheduled Extended Training, the Company, using the Extended

Training list, may assign the training class spot in order of reverse Union Seniority to an eligible Employee. The fourteen (14) days' advance notice requirement set out in 34-1.06 above shall not apply in the event an Employee becomes unable to attend the Extended Training less than fourteen (14) days' prior to the commencement of the Extended Training.

- 34-3.04 An Employee will be deemed ineligible for an Extended Training if they have been placed on active discipline within the six (6) months prior to the course start date.
- 34-3.05 An Employee who completes an aircraft type endorsement course in accordance with 34-3.02 above will be ineligible to be awarded another aircraft type endorsement course through 34-3.02 above for a period of eighteen (18) months following the completion date of the training course. This eighteen (18) month ineligibility period shall not apply if the aircraft type endorsement course was assigned pursuant to 34-2.03 above.
- 34-3.06 The Company agrees to reimburse an Employee on out of Base Extended Training for reasonable expenses incurred during the Extended Training (e.g., laundry or personal phone plan upgrade for U.S. training) up to four hundred dollars (\$400) for the duration of the training. Any reimbursement will be subject to the Employee providing receipts for such expenses.

34-4 ONLINE TRAINING

- 34-4.01 The Company will provide time to each Employee to complete any required online training while on shift.

ARTICLE 35 – HEALTH AND SAFETY

35-1 HEALTH AND SAFETY

- 35-1.01 It is the responsibility of all Company personnel and Employees to ensure and promote the continued health and safety of the Employees.
- 35-1.02 The Company and the Union recognize that occupational health and safety is a shared concern and agree to promote safe practices to ensure the health and safety of Employees, and to establish health and safety committees, in accordance with Part II of the *Canada Labour Code*.

35-2 WORK PLACE HEALTH AND SAFETY COMMITTEE

- 35-2.01 A joint Work Place Health and Safety Committee has been established, which includes employer representatives from the Technical Operations Department and up to three (3) Employee representatives appointed by the Union, at Bases with twenty (20) or more Employees. This Committee shall perform duties outlined in Part II of the *Canada Labour Code*.
- 35-2.02 The Work Place Health and Safety Committee shall meet in accordance with the *Canada Labour Code*.
- 35-2.03 Employees appointed to the Work Place Health and Safety Committee shall each be provided up to twelve (12) hours of paid release time per month to perform all of their duties on the Work Place Health and Safety Committee. If the Work Place Health and Safety Committee Chairs jointly agree that additional time is required to perform Work Place Health and Safety Committee duties, the Company may provide an Employee appointed to this committee with additional paid release time to perform such duties.
- 35-2.04 The Work Place Health and Safety Committee shall have two (2) chairpersons selected from among the committee members. One (1) of the chairpersons shall be selected by the Employee members and the other shall be selected by the Company members.
- 35-2.05 The Work Place Health and Safety Committee:
 - a) Shall consider and expeditiously dispose of complaints relating to the health and safety of employees at the work place;
 - b) Shall participate in the implementation, and monitoring of the program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters;

- c) Where the program referred to in 35-2.05 (b) above does not cover certain hazards unique to the work place, shall participate in the development, implementation, and monitoring of a program for the prevention of those hazards that also provides for the education of employees in the work place in health and safety matters related to those hazards;
- d) Shall participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of employees in the work place, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- e) Shall participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
- f) Shall ensure that adequate records are maintained on work accidents, injuries, and health hazards relating to the health and safety of employees in the work place and regularly monitor data relating to those accidents, injuries, and hazards;
- g) Shall cooperate with the Head of Compliance and Enforcement, or their designate, appointed by the federal Minister of Labour;
- h) Shall participate in the implementation of changes that might affect occupational health and safety, including work processes and procedures;
- i) Shall assist the Company in investigating and assessing the exposure of employees in the work place to hazardous substances; and
- j) Shall inspect each month all or part of the work place, so that every part of the work place is inspected at least once each year.

35-2.06 At the time of the investigation of a physical accident or accident involving equipment, an Employee member of the Work Place Safety and Health Committee or their designate, must be present. Should the Base Employee representative be absent, they shall be contacted immediately by phone and e-mail and advised of the accident and all related details as they are known.

35-3 WORK PLACE HEALTH AND SAFETY REPRESENTATIVES

35-3.01 At Bases where there are fewer than twenty (20) Employees, the Union will appoint a health and safety representative. This representative shall perform duties outlined in Part II of the Canada Labour Code.

35-3.02 An Employee appointed to be a Work Place Health and Safety Representative shall be provided up to four (4) hours of paid release time per month to perform all of

their duties as a Work Place Health and Safety Representative. If an Employee can establish to the Company that additional time is required to perform their Work Place Health and Safety Representative duties, the Company may provide them additional paid release time to perform such duties.

35-4 POLICY HEALTH AND SAFETY COMMITTEE

35-4.01 The Company has established a Policy Health and Safety Committee, which includes Employer representatives and one (1) Employee representative appointed by the Union. This Committee shall perform the duties outlined in Part II of the Canada Labour Code.

35-4.02 The Employee appointed to the Policy Health and Safety Committee shall be provided with thirty-six (36) hours of paid release per year to perform all their duties on the Policy Health and Safety Committee. If the Policy Health and Safety Committee Chairs jointly agree that additional time is required to perform Policy Health and Safety Committee duties, the Company may provide an Employee appointed to this committee with additional paid release time to perform such duties.

35-4.03 The Policy Health and Safety Committee shall meet in accordance with the *Canada Labour Code*.

35-5 PROTECTIVE CLOTHING, DEVICES, AND SAFETY EQUIPMENT

35-5.01 Where the nature of the work or working conditions so require, Employees shall be supplied, at the Company's expense, all necessary protective clothing, safety equipment, and other protective devices deemed necessary by the Company or the Safety and Health Committees.

35-5.02 If requested by the Employee, the Company shall cover fifty percent (50%) of the cost, up to a maximum of one hundred (\$100) dollars, for in-ear custom molded hearing protection, once every three (3) years.

35-6 TRAINING

35-6.01 The Company shall provide first-aid training and WHMIS training for Employees in accordance with the standards provided for under the Canada Labour Code.

35-7 AVIATION ACCIDENT SUPPORT

- 35-7.01 The Company acknowledges that the Union has an emergency response deployment team. When allowed by an investigating external agency, the Union may deploy this team for purposes of providing support and representation to Employees involved in an aviation accident, as defined by the Transportation Safety Board of Canada. The Union and the emergency response team shall not interfere with or obstruct any internal or external investigation.
- 35-7.02 The Company shall in no way be expected to cover the costs related to the activities of the emergency response team.

ARTICLE 36 - UNIFORMS

36-1 GENERAL

- 36-1.01 The Company will supply a distinct uniform exclusive to the frontline maintenance Employees covered by this agreement. Frontline maintenance Employees are those in the following classifications: OL, AME, AVT, AME Structures, Furnishing Technicians, Technical Representatives (including Leads), and their Apprentices.

36-2 UNIFORM ALLOTMENT

- 36-2.01 The Company shall provide an initial uniform allotment for those frontline maintenance Employees, who are for the first time entering into a classification described in 36-1.01 above, as follows:

Items	Total Quantity
Baseball hat	One (1)
Belt	One (1)
Any combination of cargo pants and/or cargo shorts	Five (5)
Coveralls	One (1)
Earmuffs	One (1)
Any combination of LS Heavy cotton shirt and/or hooded sweater	Four (4)
Heavy-duty rain jacket or water-resistant jacket	One (1)
Insulated Vest	One (1)
Knee pads	One (1)
Lanyard	One (1)
Neck warmer	One (1)
Any combination of polo shirt and/or t-shirt	Six (6)
Rain pants	One (1)
Snow pants	One (1)
Toque	One (1)
3-in-1 systems jacket	One (1)

- 36-2.02 Employees in an eligible classification as outlined in 36-1.01 above, except in Vancouver, Kelowna, or Victoria will also receive:

a.	Chapka	One (1)
b.	Down Parka	One (1)

- 36-2.03 The Company shall provide an initial allowance to an Employee entering for the first time into any classification covered by this Agreement, not outlined in 36-1.01 above, in the amount of one-hundred dollars (\$100) for the purchase of Company-issued uniform pieces.
- 36-2.04 As required and upon request to the Lead Coordinator, the Company will provide Employees who are in an eligible classification as outlined in 36-1.01 and 36-2.03 who cannot reasonably wear standard issued uniforms with uniforms that accommodate their needs.
- 36-2.05 Uniforms shall be worn and maintained according to Company standards.
- 36-2.06 The Company shall notify and meet with the Union prior to making any significant change(s) to the supplier, style, colour, or material of the uniform. The recommendations of the Union shall be considered by the Company before making any such changes.

36-3 UNIFORM REPLACEMENT

- 36-3.01 On July 1 of each year, the Company shall provide a uniform credit of four hundred and fifty dollars (\$450) to each Active Employee in an eligible classification as outlined in 36-1.01 above. This credit shall be used towards the purchase of Company-issued uniform pieces. Any unused credits on June 30 of each year will carry over up to a maximum of nine hundred dollars (\$900).
- 36-3.02 In July of each year, the Company shall provide an allowance which shall be added to a regularly scheduled pay deposit, to each Active Employee, in an eligible classification as outlined in 36-1.01 above, in the amount of four hundred dollars (\$400) for the purpose of purchasing safety footwear and gloves.
- 36-3.03 In July of each year, the Company shall provide an allowance to Technical Instructors and Senior Technical Instructors which shall be added to a regularly scheduled pay deposit in the amount of two hundred dollars (\$200) for the purpose of purchasing safety footwear and gloves.
- 36-3.04 The Company shall pay all standard shipping and return costs for uniform orders to an Employee's primary residence four (4) times per calendar year. Employees shall make reasonable efforts to minimize shipping costs by combining orders.

36-4 DISPLAY OF AMFA INSIGNIA

- 36-4.01 Employees will be allowed to wear one (1) AMFA lanyard and one (1) AMFA pin. Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.

ARTICLE 37 - RESPECTFUL WORKPLACE

- 37-1.01 The Company, the Union, and the Employees all have an obligation to create and maintain a respectful workplace, free of discrimination, violence, and harassment, in accordance with the provisions of the Canadian Human Rights Act, the *Canada Labour Code*, and all applicable Regulations thereunder.
- 37-1.02 The Company, the Union, and the Employees agree that there shall be no discrimination by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, or a conviction for an offence for which a pardon has been granted or a record suspended.
- 37-1.03 Employees should report any occurrences of discrimination, violence, or harassment to the Company, which will investigate such complaints in accordance with its policies.

ARTICLE 38 - UNION COMMUNICATIONS

38-1 BREAK ROOM BULLETIN BOARDS

- 38-1.01 The Company and the Union agree that it is in the mutual interests of both parties to have an informed membership and the Company shall provide the Union with a Union-designated bulletin board marked "Aircraft Mechanics Fraternal Association" to post notices in the AME break room of each base. Posted notices and related union material shall not contain anything of a defamatory or personal nature against the company or its representatives. Both Parties shall be provided with a set of keys for each bulletin board.

ARTICLE 39 – DEDUCTION OF DUES

39-1 PAYROLL DEDUCTION

- 39-1.01 The Company will deduct Union dues including, where applicable, initiation fees, levies and assessments, on a monthly basis, in accordance with the Union's Constitution. Union dues may change from time to time per the Union's Constitution and the Company agrees to deduct the new amount from Employee base wages after receiving forty-five (45) calendar days' written notice from the Union. In the case of a levy or an assessment, the Union will include the duration in the notice provided.
- 39-1.02 To the extent permissible under the *Income Tax Act*, Union dues will be deducted from an Employee's wages for the first pay cheque of the month prior to taxes being assessed.
- 39-1.03 All dues, initiation fees, levies and assessments will be remitted to the Union no later than fifteen (15) Calendar Days following the last Calendar Day of the month in which the remittance was deducted.
- 39-1.04 The remittance will be accompanied by a statement containing the following information:
- a) A list of the names of all Employees from whom dues were deducted and the amount of dues deducted; and
 - b) A list of the names of Employees from whom no deductions have been made.
- The statement of dues deductions from individuals will list the following: pay period, Employee's name, Employee number, base, wages, and dues deducted. This information will be electronically provided to the Union.
- 39-1.05 The Company will not be responsible financially or otherwise, either to the Union or to any Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances once the Company has remitted payment to the Union. In the event of an error by the Company in the amount of its remittance to the Union, the Company will adjust the amount in the subsequent remittance and will notify the Union and, if applicable, the affected Employee of any error and/or correction.
- 39-1.06 In the event of any action at law against one (1) or both of the Parties resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Article, the Union will indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such payroll deduction(s).

ARTICLE 40 – NON-BARGAINING UNIT EMPLOYEES

- 40-1.01 The Company will not permit any person not covered under this Agreement to perform any tasks and/or duties covered under this Agreement, except in the following situations:
- a) If a flight cancellation could reasonably be expected to occur without management personnel's intervention and where Employees, either scheduled or non-scheduled, are not reasonably available to handle the requirement;
 - b) If a manager is certifying work performed by an Employee and where Employees, either scheduled or non-scheduled, are not reasonably available to handle the requirement;
 - c) If an Employee requires or requests temporary management instruction and provided the management personnel are not assigned in place of the bargaining unit Employees; and
 - d) If a non-bargaining unit employee is working in a temporary workplace accommodation, in accordance with the Company's obligations under the Canadian Human Rights Act, in consultation with the Union.
- 40-1.02 The Company shall staff its maintenance workforce so that the necessity of invoking the above exceptions is infrequent.

ARTICLE 41 - COMPANY ASSIGNED EQUIPMENT

- 41-1.01 All use of Company assigned equipment shall be subject to all applicable Company policies including, but not limited to, the Acceptable Use Policy and Code of Business Conduct.
- 41-1.02 Employees shall be responsible to exercise reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.
- 41-1.03 No Employee shall be required to pay damage or replacement costs for Company-assigned equipment that is damaged in the performance of their duties, unless relating to or arising out of any willful misconduct or gross negligence on the part of the Employee. Further, no Employee shall be required to pay damage or replacement costs for Company-assigned equipment that is damaged if any other person other than the Employee had access to the equipment in question.
- 41-1.04 No Employee shall be required to pay repair or replacement costs, or the fees set out below in this Article for Company-assigned equipment suffering wear or damage from normal usage.
- 41-1.05 Any amounts payable by an Employee pursuant to this Article shall be handled in the same manner as an overpayment in accordance with Article 17 – Pay Discrepancies.
- 41-1.06 If an Employee's Company-assigned equipment is lost or damaged beyond repair, the Company shall replace the equipment and the Employee shall pay to the Company the following fee amount(s):
 - a. For an Employee device four hundred dollars (\$400) for the first year, subsequently reduced by seventy-five dollars (\$75) for every full year the Employee has been in possession of the equipment; and
 - b. For a device protective case: seventy-five dollars (\$75) for the first year the Employee has the protective case in their possession, subsequently reduced by twenty-five dollars (\$25) for every full year the Employee has been in possession of the equipment.
- 41-1.07 For the purposes of 41-1.06 above, if the lost Company-assigned equipment is located and arranged to be returned to the Company in good working order within thirty days (30) Calendar Days of the date it is reported to be lost, the Employee will not be responsible to pay the fee(s) specified above.
- 41-1.08 If an Employee's Company-assigned equipment is stolen, the Company shall replace such equipment with no fee charged to the Employee, provided the Employee has provided the Company with a filed copy of a police report relating to the theft. If no such police report is provided to the Company within ten (10)

Calendar Days of the date of the theft, the Employee shall be responsible to pay to the Company the fee amount(s) specified for such equipment as set out in 41-1.06 above.

- 41-1.09 Subject to 41-1.03 above, if an Employee's Company-assigned equipment is damaged but repairable, the Employee shall be responsible to pay a fee to the Company of forty dollars (\$40) for the first occurrence and sixty dollars (\$60) for every subsequent occurrence. The Company shall provide a "loaner" device while the Company-assigned equipment is being repaired.
- 41-1.10 Notwithstanding 41-1.06, 41-1.08, and 41-1.09 above, if an Employee's Company-assigned equipment is lost, stolen, or damaged due to their willful misconduct or gross negligence, the full replacement or repair costs of the Company-assigned equipment shall be the responsibility of the Employee.
- 41-1.11 An Employee shall be required to immediately return all Company-assigned equipment upon the cessation of their employment with the Company or upon the Company's request. Subject to 41-1.03, 41-1.06(a), and 41-1.08. The full replacement cost of any Company-assigned equipment not returned to the Company within thirty (30) Calendar Days shall be payable by the Employee and shall be handled in the same manner as an overpayment in accordance with Article 17 – Pay Discrepancies.

ARTICLE 42 - HOTEL AND TRANSPORTATION

42-1 GENERAL

- 42-1.01 The Company will provide and directly pay for single-occupancy hotel accommodations and will provide positive space travel in accordance with the Non-Revenue Business Travel Policy for Employees in the following instances:
- a) If required by the Company to be out of Base for the purpose of a rescue Aircraft On Ground (AOG) assignment;
 - b) If required by the Company to be out of Base for the purpose of attending training;
 - c) If required by the Company to be out of Base for the purpose of Base coverage;
 - d) If required by the Company to be out of Base for the purpose of any other assignment, and where travel and hotel accommodation are reasonably required; or
 - e) If requested by an Employee and subject to availability when they have worked their maximum duty period as specified in Article 19 – Hours of Service.
- 42-1.02 A summary of hotel and transportation will be provided to the Employee prior to the start of any assignment covered by 42-1.01.

42-2 HOTEL ACCOMMODATIONS

- 42-2.01 The Company and the Union will each appoint a representative who together will be responsible for creating a hotel accommodations list which will contain suitable hotels based on the hotel selection considerations outlined in 42-2.02 below. If no hotel on the hotel accommodations list is available, the Company and the Union representatives will meet to identify an alternate hotel.
- 42-2.02 Hotels on the hotel accommodations list will be selected by the Company and the Union representatives based on the following criteria:
- a) Safety and security;
 - b) Location, accessibility, and conveniences;
 - c) Room comfort and quality;
 - d) Cleanliness;
 - e) Rest quality;
 - f) Selection of food that is accessible and available, including food service delivery;
 - g) Option(s) for health and fitness;
 - h) Entertainment option(s); and
 - i) Availability of food and beverage discount(s)

- 42-2.03 An Employee that is required to be out of Base for the purposes of an AOG assignment, attending training, or Base coverage of five (5) or more consecutive nights will be placed in a suitable hotel with kitchen/kitchenette, if available.
- 42-2.04 The Company will pay for reasonable parking expenses, including valet parking if it is the only option available, while on Company business. When required by the Company to travel, parking expenses will be reimbursed by the Company.
- 42-2.05 The Company accepts no liability for incidental hotel costs incurred by an Employee or damage caused by the Employee. Such costs and damages are the responsibility of the Employee who will pay them directly to the hotel.
- 42-2.06 The Company and the Union will meet once per year, or as otherwise mutually agreed, to review the hotel accommodation list.
- 42-2.07 When a hotel room is not required by the Employee, the Employee will inform a Technical Operations Coordinator no later than three (3) Business Days prior to the start of the scheduled event.

42-3 TRANSPORTATION

- 42-3.01 If required by the Company to be out of Base for the purposes of an AOG assignment, attending training, or Base coverage, the Company will provide the Employee with one of the following forms of transportation:
 - a. Hotel shuttle services;
 - b. Company vehicle; or
 - c. Taxi/rideshare
- 42-3.02 If the duration of the AOG assignment, training, or Base coverage is four (4) days or more, a rental vehicle will, if requested by the Employee and subject to availability, be provided by the Company. For groups of Employees on training, one (1) rental vehicle for up to four (4) Employees will be provided.
- 42-3.03 The Company will directly pay for any Company approved rental vehicles and required insurance coverage inclusive of autobody damage coverage. The Company accepts no liability for vehicle damage caused by the Employee or transportation costs unrelated to Company business, including, but not limited to tolls, excess kilometers/fuel, or traffic citations. Such unrelated costs and damages are the responsibility of the Employee.
- 42-3.04 An employee may elect, at their own risk, to use their own personal vehicle for Company business or training assignments. In such instances, the Company will reimburse the Employee for parking, tolls, and mileage expenses. When authorized by their manager or designate, if an Employee utilizes their personal vehicle for Company business or training, they shall be responsible for ensuring

that they have in place appropriate and adequate insurance coverage for such usage.

ARTICLE 43 - MEAL COST REPLACEMENT & EXPENSES

43-1 MEAL COST REPLACEMENT (MCR)

43-1.01 Meal Cost Replacement payment is based on the following rates:

- a) Travel within Canada/mainland USA
 - i. Breakfast \$17.20
 - ii. Lunch \$25.02
 - iii. Dinner \$35.98
- b) Travel outside of Canada/mainland USA
 - i. Breakfast \$18.18
 - ii. Lunch \$26.44
 - iii. Dinner \$38.00

43-1.02 The MCR rates delineated in 43-1.01 above shall increase by the following rounded to the nearest cent:

- a) Two percent (2%) on July 1, 2025;
- b) Two percent (2%) on July 1, 2026;
- c) Two percent (2%) on July 1, 2027; and
- d) Two percent (2%) on July 1, 2028.

43-1.03 MCR payments for travel outside of Canada is adjusted based on travel to:

- a) Mainland USA: the average monthly foreign exchange rate (USD to CAD) is multiplied by twenty-four (24) (the number of hours in a day) and added to the daily rate maximum.
- b) International: The average monthly exchange rate (e.g. EUR to CAD) is multiplied by twenty-four (24) (the number of hours in a day) and added to the daily rate maximum.
- c) The value of the meal cost replacement payment may be further adjusted if arrival/departure is less than twenty-four (24) hours in location or if any meals are provided such as by the hotel or the Company as part of an event.

43-1.04 For scheduled Field Service assignments or Training events of a duration of five (5) days or greater, Meal Cost Replacement shall be pre-approved and paid out in advance.

43-2 AME LICENCE ISSUANCE OR RENEWAL FEES

- 43-2.01 The Company agrees to reimburse the cost of AME license initial issuance and renewals (M2, S and E) within thirty (30) days of the Employee's submission of the expense report including a copy of the license and proof of payment for the licence.
- 43-2.02 Receipts from Transport Canada must be submitted by the Employee through the JDE Expense process. Reimbursement will only occur once a copy of the license has been submitted to Technical Training.

43-3 AME TECHNICAL OR REGULATIONS EXAMINATION FEES

- 43-3.01 The Company agrees to reimburse the cost of Technical examinations (excluding CARS) for the purpose of obtaining an AME licence (M2, S and E) for initial issuance.
- 43-3.02 Receipts from Transport Canada examinations must be submitted by the Employee through the JDE Expense process.

43-4 ADDITIONAL EXPENSES

- 43-4.01 Employees that incur incidental expenses during the performance of their duties will be reimbursed for their expenses subject to the prior approval of their manager or designate.

ARTICLE 44 – PASSPORT

- 44-1.01 An Employee on a Field Service list or who is otherwise required to travel outside of Canada on Company business will be reimbursed for the cost of a passport and passport photo once every ten (10) years for a ten (10) year passport. Employees shall use the normal service whenever possible for obtaining their passport. In the event the Employee is unable to reasonably use the normal service to obtain a passport when required to travel on Company business, the Company shall reimburse the Employee for the “Express Service” passport acquisition fee. Passport photos will be reimbursed up to a maximum of twenty dollars (\$20.00).
- 44-1.02 If an Employee applies for passport reimbursement, then changes their name before they are eligible for another reimbursement, the Employee is responsible for all associated fees/costs unless the name change was due to change in marital status or gender. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.
- 44-1.03 In the event that an Employee’s passport is stolen while travelling outside of Canada on Company business, the Company shall reimburse the Employee for the cost of a replacement passport, including passport photos. Such reimbursement will be conditional on the Employee providing the Company a copy of a filed copy of a police report, and a declaration provided to the Government of Canada, confirming the passport theft.
- 44-1.04 The cost of any mandatory travel visas, or departure taxes for travel to or from the required destination shall be borne by the Company.
- 44-1.05 If an Employee is unable to obtain coverage for the cost of mandatory travel vaccinations from a provincial health plan or under the group benefits program, the Company shall reimburse the Employee the cost of those mandatory travel vaccinations. Mandatory travel vaccinations shall be those required for the Employee to travel to destinations serviced by the Company. This reimbursement shall be conditional upon the Employee’s submission of a receipt for the vaccination costs.
- 44-1.06 New/changed passport information must be provided to the Company a minimum of seventy-two (72) hours prior to the Employee’s travel outside of Canada for Company business.

ARTICLE 45 - TOOL ALLOWANCE

45-1 GENERAL

- 45-1.01 The Company will provide Employees in the classifications Operations Lead (OL), AME, Avionics Technician (AVT), Structures AME, AME Apprentice, Avionics Technician (AVT) Apprentice, Structures AME Apprentice, Furnishings Technician, and Furnishings Technician Apprentice a tool allowance, up to an annual maximum of five hundred dollars (\$500). Each Employee eligible to receive this tool allowance shall be limited to a lifetime maximum tool allowance limit of three thousand dollars (\$3,000).
- 45-1.02 Each eligible employee is permitted to submit up to two (2) claims per year for reimbursement. Tools must first be purchased by the eligible Employee and original receipts must be submitted to their manager or the manager's designate for reimbursement according to the process established by the Company.
- 45-1.03 Employees will retain ownership of their tools purchased under this Article or any previous tool allowance policy.

ARTICLE 46 – TRAVEL PRIVILEGES AND JUMPSEAT ACCESS

46-1 TRAVEL PRIVILEGES

- 46-1.01 Employees, including retired Employees, shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy.
- 46-1.02 At no time will Employees receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy.

46-2 JUMPSEAT ACCESS

- 46-2.01 Active Employees will have access to the flight deck jumpseat in accordance with the Company Operations Manual (COM), Canadian Airworthiness Regulations (CARs) and all applicable security requirements or regulations, and subject to the discretion of the pilot in command.

ARTICLE 47 – WESTJET SAVINGS PLAN, PROFIT SHARE, OWNERS’ PERFORMANCE AWARD

47-1 WESTJET SAVINGS PLAN

- 47-1.01 Employees shall be eligible to participate in the Company’s voluntary WestJet Savings Plan (WSP) in accordance with the terms and conditions of the plan, as they may be amended by the Company. An Employee’s elected contributions pursuant to the WSP shall be limited to a maximum of ten percent (10%) of the Employee’s eligible earnings. Unless agreed to by the Parties, the maximum of ten percent (10%) contribution levels and the Company’s matching contributions shall not be decreased during the life of this Agreement.
- 47-1.02 If the changes to the WSP that are implemented as a result of 47-1.01 above cannot be implemented for July 1, 2024 due to administrative processing, Employees shall receive a ten percent (10%) Company contribution as a cash payment, subject to all applicable deductions, until such time as the mandatory enrollment in the WSP period elapses, at which time any applicable cash payment shall cease and the ten percent (10%) Company contribution will be directed per the Employees’ elected instructions.

47-2 PROFIT SHARE

- 47-2.01 Employees shall be eligible to participate in the Company’s profit share plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Employees shall not have a lesser ability to participate than any other employee group or shall not have a degradation of their profit share plan entitlement compared to the May 2016 Profit Share Plan.

47-3 OWNERS’ PERFORMANCE AWARD

- 47-3.01 Employees shall be eligible to participate in the Company’s Owners’ Performance Award (OPA) plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Employees shall not have a lesser ability to participate than any other employee group or shall not have a degradation of their Company Owner’s Performance Award Policy entitlement compared to the May 2016 Company Owner’s Performance Award Policy.

ARTICLE 48 – DURATION

48-1 Duration

48-1.01 This Agreement shall be effective from July 1, 2024 and shall continue in full force and effect until midnight on December 31, 2028.

48-1.02 This Agreement shall renew itself without change for each succeeding year thereafter, unless written Notice to Bargain is served by either Party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement.

APPENDIX “A” - Operations Lead Job Description

1	Provide pre-shift crew briefings and set expectations/daily goals, safety briefing.
2	Responsible to ensure QC is maintained with a reporting link to the Manager, Airworthiness.
3	Act as a liaison and attend meetings within the maintenance department and with vendors to coordinate the workload and prioritize technical tasks on any aircraft/component requiring maintenance.
4	Assign workload and prioritize technical tasks on any aircraft/component requiring maintenance.
5	Coordinate with internal and external vendors, MCC, Planning, Engineering, Quality Assurance, Stores, NDT, and Operations Managers during scheduled, unscheduled, line, and AOG maintenance to ensure timely dispatch of the aircraft.
6	Assign and monitor tasks to front-line Employees as required to meet workload requirements.
7	Provide technical support and guidance to front-line staff as required.
8	Ensure correction of all defects that are issued for completion.
9	Complete a maintenance release as defined in MPM Chapter 11.
10	Assist front-line Employees in recurring defect identification and rectification.
11	Responsible for maintaining daily manpower schedule, including submission of time off approval requests, under the ultimate supervision of the Operations Managers and pursuant the company's policies and procedures and the Parties' Collective Agreement.
12	Responsible to ensure that the various teams involved in daily operations are informed of any maintenance concerns and understand the options that are available.
13	Uphold the policies and procedures defined in WestJet's approved manuals that have been set out by Transport Canada and WestJet to guarantee operational compliance.
14	Responsible for coaching, mentoring of other maintenance personnel.
15	Identify strengths and weaknesses in personnel and help to build an effective team.
16	Provide input to Operations Managers to carry out probationary and performance appraisals.
17	Provide input to Operations Managers in the hiring and promotion process when requested.
18	Provide input to other related groups to assist them in preparing appraisals.
19	Work with Ops Manager to identify and rectify areas of required training, tooling, manpower.
20	Create a positive, inclusive work environment.
21	Responsible to ensure company safety standards are followed.
22	Ensure that maintenance personnel use the appropriate tools and technical manuals in the performance of their work.
23	Ensure tooling, equipment and work areas are maintained in a safe and serviceable condition at all times.
24	Ensure all motorized ground support equipment safety pre use inspections are carried out by their teams.
25	Perform Quality Assurance spot checks.
26	Ensure auditing of paperwork to prevent paperwork errors.
27	Receiving inspection of parts and tooling in the event that a Receiving Inspector is unavailable.
28	Perform maintenance tasks on company aircraft as needed; however, the OL will not be included in daily manpower calculations.
29	Other related duties as assigned.

**LETTER OF UNDERSTANDING No. 1 – OVERTIME AND AOG ASSIGNMENT CALLOUT
SYSTEM**

1. This Letter of Understanding (“**LOU**”) shall only take effect in the event that the WestJet-AMFA first collective agreement (the “**Collective Agreement**”) is ratified by the WestJet-AMFA bargaining unit.
2. During Collective Agreement bargaining, the Company agreed to explore implementing a new overtime and AOG assignment callout system to effect an equitable assignment of overtime shifts and AOG assignments to Employees.
3. By no later than October 31, 2024, the Company shall meet with the Union to discuss what options may exist for an overtime and AOG assignment callout system.
4. All other provisions of the Collective Agreement shall continue to apply unless they are expressly amended herein by this LOU.
5. This LOU may only be modified with the written agreement of both Parties and shall remain in full force and effect until its expiry on December 31, 2028.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU this 5th day of May, 2024.

For WestJet:

For AMFA:

Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

Wilber “Will” Abbott
AMFA National Region II Director

LETTER OF UNDERSTANDING No. 2 – SUNWING INTEGRATION / JOB SECURITY

1. This Letter of Understanding (“**LOU**”) shall only take effect in the event that the WestJet-AMFA first collective agreement (the “**Collective Agreement**”) is ratified by the WestJet-AMFA bargaining unit.
2. For the purposes of the application for a review of bargaining units (CIRB File No. 037496-C), if AMFA is certified as the successor bargaining agent by the Canadian Industrial Relations Board (CIRB), WestJet and AMFA shall jointly request that the CIRB direct that the Collective Agreement remain in full force and be applicable to the merged successor bargaining unit. If the CIRB determines that changes to the Collective Agreement are necessary to integrate the Sunwing employees that are subject to that application, the Parties agree that any changes to the Collective Agreement shall, to the fullest extent possible, be limited to only those changes required to integrate these Sunwing employees into WestJet-AMFA bargaining unit.
3. The Company shall, for a period of two (2) years from the ratification date of the Collective Agreement, guarantee ninety percent (90%) of the number of Active Employees (as these terms are defined in the Collective Agreement) that existed on the Collective Agreement ratification date. This ninety percent (90%) Active Employee guarantee shall not apply in the circumstances set out in Article 22-2.03 of Article 22 – Layoff and Recall of the Collective Agreement.
4. All other provisions of the Collective Agreement shall continue to apply unless they are expressly amended herein by this LOU.
5. This LOU may only be modified with the written agreement of both Parties and shall remain in full force and effect until its expiry on December 31, 2028.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU this __ day of May, 2024.

For WestJet:

For AMFA:

Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

Wilber “Will” Abbott
AMFA National Region II Director

LETTER OF UNDERSTANDING No. 3 – Aircraft Certification Authority Requirements

1. This Letter of Understanding (“**LOU**”) shall only take effect in the event that the WestJet-AMFA first collective agreement (the “**Collective Agreement**”) is ratified by the WestJet-AMFA bargaining unit.
2. The Company will not withhold an Aircraft Certification Authority (ACA) from any eligible Employee in a classification listed below who has completed a Transport Canada approved Aircraft Certification Type Course for an aircraft within WestJet’s active fleet and who meets the Transport Canada regulatory requirements for an ACA as outlined in the Company policy manual, except in limited circumstances related to an individual Employee’s ability to perform ACA duties.

Aircraft Maintenance Engineer (AME)
Avionics Technician (AVT)
Operational Lead (OL)
Structure AME
Technical Representative
Technical Representative Lead
Maintenance Controller

3. This LOU may only be modified with the written agreement of both Parties and shall remain in full force and effect until its expiry on December 31, 2028.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU this __ day of May, 2024.

For WestJet:

For AMFA:

Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

Wilber “Will” Abbott
AMFA National Region II Director

EXHIBIT B

MEMORANDUM OF AGREEMENT – COLLECTIVE AGREEMENT IMPLEMENTATION

Between

**WestJet, an Alberta Partnership
("WestJet AP")**

-and-

**Aircraft Mechanics Fraternal Association
(the "Union")**

(Collectively, the "*Parties*")

WHEREAS:

- A.** The Parties are in collective bargaining for the purposes of reaching a first collective agreement (the "**Collective Agreement**").
- B.** The Parties hold a shared interest in mitigating potential issues that could arise in implementing the terms and conditions of the Collective Agreement.
- C.** This Memorandum of Agreement ("**MOA**") is intended to supplement the implementation items already negotiated by the Parties during collective bargaining.

NOW THEREFORE, the Parties agree to the following:

1 Coming into Effect

- 1.1 This MOA shall not take effect unless the Collective Agreement is ratified by a majority of the Employees.
- 1.2 This MOA shall not form a part of the Collective Agreement, but shall be binding on the Parties.

2 Collective Agreement Implementation

- 2.1 Employees hired before ratification will be grandfathered at the step position they hold as of July 1, 2024 until their next pay step anniversary date, at which point they will be placed on the next step on the pay rate which represents an increase from their current rate of pay.
- 2.2 Notwithstanding Section 2.1 above, for those Employees in a General Band position as of June 30, 2024, they will as of July 1, 2024 be assigned to the pay step on the applicable pay rate table for their classification in _-2.05 to _-2.14 of Article X – Rates of Pay of the Collective Agreement in accordance with their completed years of continuous Active service in that classification.

- 2.3 Each Employee whose rate of pay as of June 30, 2024 exceeds the top step of the applicable pay rate table in _2.05 to _2.14 of Article X – Rates of Pay of the Collective Agreement will be red-circled (i.e. grandfathered) at their current pay rate until such time as the top pay step rate for their classification exceeds their red-circled pay rate. Once the top pay step rate for their classification in the Collective Agreement exceeds the Employee's red-circled pay rate, they will from that point onwards be paid in accordance with the pay rate table for their classification.
- 2.4 Employees who are red-circled according to Section 2.3 above and who are awarded/assigned to a different classification covered under the Collective Agreement will be paid according to the classification pay rate table for their new classification based on their Active continuous service in a bargaining unit classification.
- 2.5 Those Employees, who as of June 30, 2024 were entitled to receive an ACA premium and who as of July 1, 2024 are in a classification that will no longer be paid an ACA premium, will continue to receive the ACA premium for so long as they remain in that classification. If the Employee leaves this classification, they will only be entitled to receive an ACA premium if the classification they are holding is eligible to receive an ACA premium according to _Article X – Rates of Pay.
- 2.6 Those Employees, who as of June 30, 2024 were entitled to receive a greater vacation allotment than provided under the terms of the Collective Agreement, will retain their current vacation allotment.
- 2.7 No later than September 15, 2024, Employees, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of June 1, 2024 to June 30, 2024 ("Retro Period"). This payment shall equate to a ten percent (10%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ten percent (10%) increase above actual WSP Employee contributions made between June 1, 2024 and June 30, 2024. This retroactive payment shall be subject to all applicable deductions.
- 2.8 For Employees who are Inactive on the last day of the pay period in which the retroactive payment set out in Section 2.7 above is to be issued, they shall receive this retroactive payment on their first regular pay cheque following their return to Active status.
- 2.9 No later than September 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, who are Active on August 31, 2024, shall receive a one-time only retroactive payment

for the period of May 1, 2023 to June 30, 2024 (“General Band Retro Period”). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee’s applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase above actual WSP Employee contributions made between May 1, 2023 and June 30, 2024. This retroactive payment shall be subject to all applicable deductions.

- 2.10 For Employees who are Inactive on the last day of the pay period in which the retroactive payment set out in Section 2.9 above is to be issued, they shall receive this retroactive payment on their first regular pay cheque following their return to Active status.
- 2.11 For those implementation items listed in the Collective Agreement that have an identified implementation date, until that implementation date is reached, the status quo practice shall be maintained, unless otherwise agreed to by the Parties.

3 Other Terms

- 3.1 Any disputes arising under this MOA shall be resolved in accordance with the process set out in the grievance and arbitration procedures contained in the Collective Agreement.
- 3.2 Except as specifically set out in this MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the Collective Agreement with the Union.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement between WestJet, an Alberta Partnership, and AMFA this 5th day of May 2024.

For WestJet, an Alberta Partnership:

For AMFA:

Gandeephan Ganeshalingam
Vice President, Technical Operations

Wilber “Will” Abbott
AMFA National Region II Director

EXHIBIT C

MEMORANDUM OF AGREEMENT - CLEAN SLATE

Between

**Westjet, an Alberta Partnership
("WestJet")**

-and-

**Aircraft Mechanics Fraternal Association
(the "Union" or "AMFA")**

(Collectively, the "**Parties**")

WHEREAS:

- A.** The Union was certified to represent those aircraft maintenance employees covered by the Canadian Industrial Relations Board ("**CIRB**") Certification Order 11807-U, dated August 10, 2023 (the "**Employees**").
- B.** The Union is, separate from this Memorandum of Agreement (this "**MOA**"), in collective bargaining with WestJet for the purposes of reaching a first collective agreement (the "**Collective Agreement**").
- C.** WestJet has filed two (2) judicial review applications with the Federal Court of Appeal, Docket Nos.: A-115-23 and A-228-23, in relation to two (2) Canada Industrial Relations Board (the "**CIRB**") decisions on AMFA's bargaining unit certification (the "**JR Applications**").
- D.** The Union has filed a Complaint (CIRB File No.036715-C) against WestJet pursuant to Sections 24(4), 50(b), 94(1)(a), 94(3)(a)(i), and 97(1)(a) of the *Canada Labour Code* (the "**Code**") (the "**AMEA Complaint**").
- E.** The Union has also filed a Complaint (CIRB File No. 037235-C) against WestJet pursuant to Sections 18, 50(a)(i)-(ii), 50(b) and 94(1)(a) of the Code, which further includes an application for review filed pursuant to Section 18 of the Code (collectively, the "**OM/OL Complaint**").
- F.** On March 28, 2024, the Union also filed a Complaint against WestJet pursuant Sections 50(b), 94(1)(a), 94(3)(a)(i), and 97(1)(a) of the Code (the "**Outsourcing Complaint**").
- G.** The Union has advised WestJet that it will be further filing an additional Unfair Labour Practice Complaint with the CIRB in relation to allegations that WestJet is refusing to bargaining and/or bargaining in bad faith (the "**Additional Complaint**").

- H. The Union filed a Response to WestJet's application to the CIRB (CIRB File No. 037496-C) for a review of the bargaining units, in which it objected to the application and requested its dismissal (the "**Application Response**").
- I. The Parties hold a shared interest in reaching a mutually acceptable Collective Agreement.
- J. Except as specifically set out in this MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the Collective Agreement.

NOW THEREFORE, the Parties agree to the following:

1 Coming into Effect

- 1.1 With the exception of Section 3.1, Sections 2, 3, and 4 of this MOA shall only take effect in the event the Collective Agreement is ratified by the majority of Employees.
- 1.2 With the exception of those Sections specified in Section 1.1 above, the rest of this MOA shall take effect as of April 5, 2024.

2 Transition to Operations Leads

- 2.1 The Parties agree to the creation of the Operations Lead ("OL") position in the bargaining unit. The job duties for the OL position are attached as Appendix "A" to this MOA and shall constitute the position description to be included in the Positions and Classifications Article of the Collective Agreement.
- 2.2 Those Employees who hold an Aircraft Maintenance Lead ("**AML**") or an Inspector Crew Lead ("**ICL**") position as of the ratification date of the Collective Agreement (the "**Affected Employees**") shall be provided with an option to accept one (1) of the following:
 - a. The Affected Employee shall transfer to the new position of Operations Lead at their current Base and shall receive a one (1) time, lump-sum transfer payment of two thousand five hundred dollars (\$2,500.00), less applicable deductions;
 - b. The Affected Employee shall transfer to an Aircraft Maintenance Engineer position at their current Base, with an ACA designation and at the top of the pay rate table for that position, and shall receive a one (1) time, lump-sum transfer payment of two thousand five hundred dollars (\$2,500.00), less applicable deductions; or
 - c. The Affected Employee shall resign from their employment with WestJet and receive a one (1) time, lump-sum payment of fifty thousand dollars (\$50,000.00), less applicable deductions.

- 2.3 Option “C”, as set out in Section 2.2 above, shall only be made available to Affected Employees who hold an AML position as of the ratification date of the Collective Agreement.
- 2.4 The Affected Employees shall be provided via email the choice, as set out in Section 2.2 above, within one (1) week of the ratification date of the Collective Agreement. The Affected Employees will then have two (2) weeks to respond to WestJet with their decision via email. If an Affected Employee does not respond to WestJet within this timeline, the Affected Employee shall be deemed to have selected Option “A” above.
- 2.5 The Options set out in Section 2.2 above shall take effect two (2) weeks following the response deadline set out in Section 2.4 above.
- 2.6 An Affected Employee selecting Option “C” above shall be eligible to receive Retiree Travel Privileges if they satisfy the eligibility requirements set out in the Travel Privileges Policy. The use of retiree travel privileges by the Affected Employee, or by their designated travel companion, shall be governed by and must be in compliance with the Travel Privileges Policy, as it may be amended.
- 2.7 The Company will post fourteen (14) additional OL positions the day following the Collective Agreement ratification.

3 Disputed Positions

- 3.1 WestJet voluntarily recognizes AMFA as the bargaining agent for employees in the Base Planner, Technical Representative Lead, Power Plant Engineer, and Senior Power Plant Engineer positions for so long as AMFA continues to serve as the bargaining agent for those positions expressly identified in Certification Order 11807-U. The Parties will simultaneously negotiate the terms and conditions of employment for all positions subject to voluntary recognition and/or Certification Order 11807-U and incorporate those terms and conditions into the Collective Agreement. The Collective Agreement will be ratified by combined vote of all Employees that will be subject to the Collective Agreement.
- 3.2 Within two (2) weeks of the ratification date of the Collective Agreement, WestJet and the Union shall jointly file an application to the CIRB in which they will both support a mutual request to add the positions of Base Planner, Technical Representative Lead, Power Plant Engineer, and Senior Power Plant Engineer to the Union’s bargaining unit description. The modified bargaining unit description to be proposed to the CIRB for the new Certification Order, including those other changes resulting from this MOA, shall be as follows:

all employees of WestJet, an Alberta Partnership, integral to the coordination and performance of aircraft maintenance, including aircraft maintenance engineers (AME),

apprentice AMEs, operations leads (OL), avionics technicians (AVT), apprentice AVTs, structures AMEs, apprentice structures AMEs, maintenance planners, day-of operations planners, technicians furnishing, apprentice technicians furnishing, maintenance controllers, senior specialists configuration control, fleet engineers, senior fleet engineers, instructors technical, senior instructors technical, technical representatives, senior specialists technical services, base planners, technical representative leads, power plant engineers, and senior power plant engineers, excluding receiving inspectors, lead receiving inspectors, maintenance auditors, quality assurance auditors, GSE positions, reliability leads, reliability analysts, management coordinators and positions above.

4 Settlement of Complaints and Judicial Review Applications

- 4.1 Within two (2) weeks of the ratification date of the Collective Agreement, the AMEA Complaint, OM/OL Complaint, the Outsourcing Complaint, and the Additional Complaint (collectively, the “**ULP Complaints**”) shall be withdrawn by the Union. Neither the Union, nor any Employee, shall commence or maintain any other disputes, grievances, actions, claims, or complaints in any way relating to or arising out of the ULP Complaints or the facts or allegations giving rise to the ULP Complaints, except in relation to the satisfaction of the terms of this MOA.
- 4.2 Within two (2) weeks of the ratification date of the Collective Agreement, the Parties agree that the JR Applications shall be discontinued by WestJet on consent without costs. Within this same timeline, WestJet shall further confirm to the Federal Court of Appeal that the Parties have resolved the case, a discontinuance will be filed, and that a decision is not necessary. WestJet shall not commence or maintain any other applications, disputes, grievances, actions, claims, or complaints in any way relating to or arising out of the JR Applications or the facts or allegations giving rise to the JR Applications, except in relation to the satisfaction of the terms of this MOA.
- 4.3 WestJet shall pay to AMFA the amount of twenty thousand (\$20,000.00) US Dollars for attorneys’ fees associated with the JR Applications.
- 4.4 Nothing in this MOA will be construed or considered as an admission of liability or wrongdoing by any Party.
- 4.5 The withdrawals and discontinuances set out in Section 4.1 and 4.2 above are made without prejudice and precedent to the rights of WestJet and the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

5 Sunwing Integration

- 5.1 The Union shall, by no later than April 12, 2024, file an Amended Application Response in support of WestJet's application to the CIRB (CIRB File No. 037496-C) for a review of the bargaining units, including specifically asking that the CIRB make a determination that the current AMFA bargaining unit and the IAMAW bargaining unit constitute one unit appropriate for collective bargaining pursuant to Section 45 of the Code. In this Amended Application Response, the Union shall also retract its prior Application Response.
- 5.2 In addition to the requirements described in Section 5.1 above, the Amended Application Response will set out, as already agreed upon by the IAMAW in its Response, that the CIRB should ask the Parties to meet and to report back to the CIRB within thirty (30) days with respect to the appropriate bargaining agent and applicable collective agreement.

6 Tentative Agreement Package

- 6.1 The Parties shall agree to and execute the tentative agreement package of seven (7) articles, as set out below, in the forms attached to this MOA in Appendix "B".
- a) Management Rights
 - b) Pay Discrepancies;
 - c) Collective Agreement Amendments;
 - d) Passport;
 - e) No Strike/No Lockout; and
 - f) Uniforms;
 - g) Union Time Release.
- 6.2 In addition to those tentative agreement articles set out in Section 6.1 above, the Parties shall agree to and execute the unpublished Letter of Understanding – Air Line Representative Travel Assistance, attached as Appendix "C", and unpublished Letter of Understanding – Additional Union Release Time, attached as Appendix "D".

7 Bargaining Extension

- 7.1 The Union agrees that it shall not file a strike notice prior to the end of day on April 27th, 2024.

- 7.2 WestJet agrees that it shall not file a lockout notice prior to the end of day on April 27th, 2024.
- 7.3 The Union shall present to WestJet its first comprehensive proposal for the Collective Agreement by no later than 5:00 PM Mountain Time on April 10, 2024.
- 7.4 Between April 5, 2024 and April 30, 2024, inclusive, the Parties agree that they shall make all reasonable efforts to make their representatives available for collective bargaining, including evenings and weekends as necessary, for the purposes of successfully negotiating the Collective Agreement.

8 MOA Announcement

- 8.1 The Parties shall issue a joint communication to the bargaining unit to announce the MOA, that the ULP Complaints and JR Applications will be resolved, and that there has been substantial collective bargaining progress, which communication shall be issued by no later than April 8th, 2024.
- 8.2 For the remainder of April 2024, the Union shall endeavor to issue joint communications with WestJet on collective bargaining progress. In the event the Union determines that negotiations events in April require a separate communication, it will provide an advance copy of the communication to WestJet at least two (2) hours prior to its release and make itself available to discuss content prior to release.

9 Other Terms

- 9.1 This MOA, including the Recitals above, constitutes the entire agreement and understanding between the Parties.
- 9.2 By the signature of the authorized representatives hereunder, WestJet and the Union confirm their agreement to the terms set out in this MOA.
- 9.3 This MOA may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts, including signatures transmitted by facsimile or emailed PDF, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement – Clean Slate this 27th day of March, 2024.

For WestJet:

A handwritten signature in black ink, appearing to read 'Gandeephan', written over a horizontal line.

Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

For AMFA:

A handwritten signature in black ink, appearing to read 'Wilber Abbott', written over a horizontal line.

Wilber "Will" Abbott
AMFA National Region II Director

APPENDIX “A”

Operations Lead Job Description

1	Provide pre-shift crew briefings and set expectations/daily goals, safety briefing.
2	Responsible to ensure QC is maintained with a reporting link to the Manager, Airworthiness.
3	Act as a liaison and attend meetings within the maintenance department and with vendors to coordinate the workload and prioritize technical tasks on any aircraft/component requiring maintenance.
4	Assign workload and prioritize technical tasks on any aircraft/component requiring maintenance.
5	Coordinate with internal and external vendors, MCC, Planning, Engineering, Quality Assurance, Stores, NDT, and Operations Managers during scheduled, unscheduled, line, and AOG maintenance to ensure timely dispatch of the aircraft.
6	Assign and monitor tasks to front-line Employees as required to meet workload requirements.
7	Provide technical support and guidance to front-line staff as required.
8	Ensure correction of all defects that are issued for completion.
9	Complete a maintenance release as defined in MPM Chapter 11.
10	Assist front-line Employees in recurring defect identification and rectification.
11	Responsible for maintaining daily manpower schedule, including submission of time off approval requests, under the ultimate supervision of the Operations Managers and pursuant the company's policies and procedures and the Parties' Collective Agreement.
12	Responsible to ensure that the various teams involved in daily operations are informed of any maintenance concerns and understand the options that are available.
13	Uphold the policies and procedures defined in WestJet's approved manuals that have been set out by Transport Canada and WestJet to guarantee operational compliance.
14	Responsible for coaching, mentoring of other maintenance personnel.
15	Identify strengths and weaknesses in personnel and help to build an effective team.
16	Provide input to Operations Managers to carry out probationary and performance appraisals.
17	Provide input to Operations Managers in the hiring and promotion process when requested.
18	Provide input to other related groups to assist them in preparing appraisals.
19	Work with Ops Manager to identify and rectify areas of required training, tooling, manpower.
20	Create a positive, inclusive work environment.
21	Responsible to ensure company safety standards are followed.
22	Ensure that maintenance personnel use the appropriate tools and technical manuals in the performance of their work.
23	Ensure tooling, equipment and work areas are maintained in a safe and serviceable condition at all times.
24	Ensure all motorized ground support equipment safety pre use inspections are carried out by their teams.
25	Perform Quality Assurance spot checks.
26	Ensure auditing of paperwork to prevent paperwork errors.
27	Receiving inspection of parts and tooling in the event that a Receiving Inspector is unavailable.
28	Perform maintenance tasks on company aircraft as needed; however, the OL will not be included in daily manpower calculations.
29	Other related duties as assigned.

APPENDIX "B"

Tentative Agreement Package

Note – Tentative Agreements to be included in final document.

APPENDIX "C"

UNPUBLISHED LETTER OF UNDERSTANDING – AIR LINE REPRESENTATIVE TRAVEL ASSISTANCE

The Company's Vice President Technical Operations shall assist the Union's Air Line Representative with travel on flights operated by WestJet, an Alberta Partnership, and WestJet Encore Ltd. This assistance will include facilitating travel on flights between the airport(s) serving the city in which the Air Line Representative resides and the airport serving the city in which the Company meetings, or Union executive meetings, are scheduled to take place.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU this 5th day of April, 2024.

For WestJet:



Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

For AMFA:



Wilber "Will" Abbott
AMFA National Region II Director

APPENDIX "D"

UNPUBLISHED LETTER OF UNDERSTANDING – ADDITIONAL UNION RELEASE TIME

The Company's Vice President Technical Operations will provide the Union's Air Line Representative with access to up to one thousand (1,000) hours per calendar year of additional Company-paid Union release time (the "**Additional Hours**"). The Additional Hours may only be utilized by the Union's Air Line Representative upon request to the Company's Vice President Technical Operations or their designate.

The Air Line Representative may utilize the Additional Hours without first exhausting the Company-paid Union release hours available in Article X – Union Release Time. Any unused Additional Hours available at the end of a calendar year shall not carry over to the following year.

Except as modified above, the Air Line Representative's use of the Additional Hours shall adhere to the requirements set out in Article X – Union Release Time.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU this 5th day of April, 2024.

For WestJet:



Gandeephan Ganeshalingam, P.Eng, MBA
Vice President Technical Operations

For AMFA:



Wilber "Will" Abbott
AMFA National Region II Director

EXHIBIT D



AMFA/WestJet
Term Sheet Proposal
June 25, 2024

June 25, 2024 Proposal

1. Except as explicitly set forth herein, AMFA proposes that all terms and conditions previously agreed upon by the Parties' respective negotiating committees in the May 5, 2024 Tentative Agreement, the final version of which is reflected in e-mail correspondence (and attachments) between the Parties dated May 16, 2024, the Parties' May 5, 2024 Implementation Memorandum of Agreement, and the Parties' Clean Slate Memorandum of Agreement dated April 5, 2024, would remain tentatively agreed and unchanged. Those terms and conditions will be referred to herein, collectively, as the "May TA".
2. AMFA proposes the following changes to the May TA:

- a. Article 14 – RATES OF PAY

14-2.02 ~~The Company, at its discretion, may pay an AME, Structures AME, or AVT at a rate up to and including Step 3 of the pay table set out below in 14-2.06.~~

Note: 14-2.02 to be replaced with AMFA "rising tide" language (below).

Market Rates

The hourly rates set forth in Article 14 – Rates of Pay Section 2.06 through 2.14 will prevail, except that the Company may recognize prior experience or the local job market when hiring and/or place an Employee in their applicable pay table at a rate above the applicable minimum ("Higher Rate Step").

The Company will provide AMFA with a minimum of fourteen (14) days' written notice of its intention to hire and/or place an Employee in Higher Rate Step, and the written notice will include the classification(s) and location(s) affected and the progression step it intends to place the Employee(s).

In the event the Company hires and/or places an Employee at a Higher Rate Step, any other current Employee(s) in that same classification and Base whose wage rate is below the Higher Rate Step will be placed, by the next full pay period following the Higher Rate Notice, at the Higher Rate Step.

Any newly hired Employee placed, or current Employee moved, to a Higher Rate Step will proceed to the next higher step on the applicable progression scale (i.e., Employee hired or placed at Step 4 would progress to Step 5) at the conclusion of each anniversary date



of the placement, and will not, under any circumstances, be returned to any lower scale step or frozen at any scale step.

Any current Employee moved to a Higher Rate Step in accordance with this Paragraph will have their anniversary date, solely for step increase purposes, modified to the date upon which they are moved to the Higher Rate Step.

The Company may, with notice to the Airline Representative(s), provide hiring (i.e., attraction) incentive(s) as part of preemployment offer(s). The Company will meet and confer with the Airline Representative(s) to gain insight and perspective before making a final decision if retention incentive(s) are being considered for active Employees.

14-2.05 An Employee who is assigned/awarded a classification on a different pay table as set out in 14-2.06 to 14-2.14 ~~below will start at Step 1 of the new pay table and progress through the steps of that table according to completed years of continuous Active service in a classification on that pay table.~~ will be placed on the lowest step of the pay scale that will result in no loss of pay and will progress through the steps of that table on the anniversary date of the assignment/award.

14-2.06 through 14-2.14

Note: AMFA proposes an initial ~22.5% across-the-board raise, computed after the 4% retroactive wage increase to identified General Band classifications, with 3% in the Y2 and Y3 outyears. AMFA's proposal is reflected in the charts below:

AME Apprentice			
Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$29.52	\$30.40	\$31.31
2	\$31.51	\$32.45	\$33.42
3	\$33.61	\$34.62	\$35.66
4	\$35.85	\$36.93	\$38.04
AME			
Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$42.18	\$43.45	\$44.75
2	\$44.11	\$45.44	\$46.80
3	\$46.12	\$47.51	\$48.94
4	\$48.46	\$49.91	\$51.41
5	\$50.91	\$52.43	\$54.00
6	\$53.77	\$55.38	\$57.04
7	\$56.75	\$58.45	\$60.20

Furnishing App.			
Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$25.23	\$25.99	\$26.77
2	\$26.44	\$27.23	\$28.05
3	\$27.70	\$28.53	\$29.39
4	\$29.02	\$29.89	\$30.79
Furnishing			
Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$33.16	\$34.16	\$35.18
2	\$34.47	\$35.50	\$36.57
3	\$37.09	\$38.21	\$39.36
4	\$39.07	\$40.24	\$41.45
5	\$40.45	\$41.67	\$42.92
6	\$41.69	\$42.94	\$44.23
7	\$43.78	\$45.09	\$46.44



AMFA/WestJet
Term Sheet Proposal
June 25, 2024

MXC

Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$60.09	\$61.90	\$63.76
2	\$60.84	\$62.67	\$64.55
3	\$61.60	\$63.45	\$65.35
4	\$62.37	\$64.25	\$66.18
5	\$64.90	\$66.85	\$68.86

Tech Rep / Day Ops / Base Planner

Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$57.34	\$59.06	\$60.83
2	\$58.35	\$60.10	\$61.90
3	\$59.37	\$61.15	\$62.98
4	\$60.41	\$62.22	\$64.09
5	\$61.65	\$63.50	\$65.41
Lead	\$63.50	\$65.41	\$67.37

Tech. Inst. / Spec. Config Control / Spec. Tech Serv

Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$58.35	\$60.10	\$61.90
2	\$59.22	\$61.00	\$62.83
3	\$60.11	\$61.92	\$63.78
4	\$61.01	\$62.84	\$64.73
5	\$61.85	\$63.70	\$65.61

Fleet Engineer / Powerplant Engineer

Step	1-Jun-24	1-Jun-25	1-Jun-26
1	\$55.45	\$57.11	\$58.82
2	\$56.55	\$58.25	\$60.00
3	\$57.69	\$59.42	\$61.20
4	\$58.84	\$60.60	\$62.42
5	\$59.45	\$61.23	\$63.07
Senior	\$63.01	\$65.53	\$67.50

Senior 1	\$64.50	\$67.08	\$69.09
Senior 2	\$65.31	\$67.92	\$69.96
Senior 3	\$66.12	\$68.77	\$70.83
Senior 4	\$66.95	\$69.63	\$71.72
Senior 5	\$67.18	\$69.87	\$71.97

Mx Planner

Step	01-Jun-24	01-Jun-25	01-Jun-26
1	\$48.45	\$49.90	\$51.40
2	\$49.42	\$50.90	\$52.43
3	\$50.41	\$51.92	\$53.48
4	\$51.41	\$52.96	\$54.55
5	\$52.44	\$54.02	\$55.64
6 (AME License Holders Only)	\$55.49	\$57.16	\$58.87
7 (AME License Holders Only)	\$58.15	\$59.89	\$61.69

OL

Step	01-Jun-24	01-Jun-25	01-Jun-26
1	\$57.34	\$59.06	\$60.83
2	\$58.34	\$60.09	\$61.89
3	\$59.36	\$61.15	\$62.98
4	\$60.40	\$62.22	\$64.09
5	\$63.50	\$65.41	\$67.37
6	\$64.61	\$66.55	\$68.55
7	\$65.74	\$67.71	\$69.74

NOTE: AMFA requests confirmation that AMLs will move into Step 6 and Step 7 of the OL Pay Scale.

14-3.01 An Employee who is awarded/assigned to one the following classifications and holds an Aircraft Certification Authority (ACA) will be paid a premium on their regular rate of pay for hours worked, ~~excluding overtime, Statutory Holiday pay, or any other premium:~~

- i. Aircraft Maintenance Engineer (AME)
- ii. Avionics Technician (AVT)
- iii. Operational Lead (OL)
- iv. Structure AME



- v. Technical Representative
- vi. Technical Representative Lead
- vii. Maintenance Controller
- viii. an Employee in any classification not listed above performing duties that require the exercise of their ACA will be paid the ACA premium for the entire applicable shift and/or overtime shift.

- 14-3.03 For clarity, the ACA premium does ~~not~~ contribute to earnings for the purposes of WestJet Savings Plan or Profit Share calculations.
- 14-3.05 Employees will be paid a night shift premium of one dollar per hour ~~(\$1.00/hr)~~ **(\$3.00/hr)** for all hours worked from 1900LT to 0700LT, inclusive. Night shift premium is not paid for shifts that commence at ~~0400LT~~ **0500LT** or later.

b. ARTICLE 15 – PAY ADMINISTRATION

- 15-4.06 An Employee may request time off with pay for approval using their banked time. ~~A request must be made in writing to the Company prior to the schedule bidding release.~~ **Time bank requests will be submitted to the Company in writing, with a minimum of thirty (30) days' notice and will be awarded provided there is a vacation block available as set out in Article 29-4.01. Time bank requests made with less than thirty (30) days' notice or that do not correspond to an available vacation block will be subject to operational requirements and will not be unreasonably denied.**

c. ARTICLE 16 – RATES OF PAY

- 16-1.04 ~~Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank~~
- Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first 8.0 hours of overtime within the same pay period unless banked in accordance with Article 15-4 – Time Bank. All overtime hours in excess of 8.0 hours within the same pay period will be paid at a rate of two times (2x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank.**

d. ARTICLE 19 – HOURS OF SERVICE



Note: Discussion required on issue of conflicts created after changes to vacation schedule. THE VACATION YEAR AND SHIFT BID SCHEDULES MUST ALIGN IN ORDER TO BE FUNCTIONAL.

e. ARTICLE 21 – FIELD SERVICE

21-2.02 The Company will maintain three regional Base Coverage lists as follows: Western (British Columbia, Alberta, and Saskatchewan); Central (Manitoba, Ontario, and Quebec); Eastern (Maritime Provinces, and Newfoundland, and Quebec). Employees may update their inclusion or removal from the Base Coverage list applicable to their Base by giving at minimum seven (7) days' notice by email to their manager or designate.

Note: Base Coverage assignments occurring in Quebec will be awarded to Employees on either the Central or Eastern Base Coverage lists, at the Company's discretion.

f. ARTICLE 22 – LAYOFF

22-2.06 An Employee subject to layoff will have to the option of terminating their employment with the Company and receiving benefits in accordance with Article 25 – Severance Pay.

g. ARTICLE 25 – SEVERANCE PAY

25-1.02 ~~Five (5)~~ **Ten (10)** days' pay for each completed year of continuous employment the Employee has with the Company as of their effective termination date, ~~up to a maximum of ninety (90) days' pay.~~

h. ARTICLE 29 – VACATION AND STATUTORY HOLIDAYS

29-2.02 An Employee's annual Vacation Allotment is as follows:

- a) During the first three (3) years of employment, an Employee is entitled to eighty (80) hours per year.
- b) At the commencement of the fourth (4th) year of employment, an Employee is entitled to one hundred and twenty (120) hours per year.
- c) At the commencement of the seventh (7th) year of employment, an Employee is entitled to one hundred and sixty (160) hours per year.



- d) At the commencement of the ~~twenty-fifth (25th)~~ **fifteenth (15th)** year of employment, an Employee is entitled to two hundred (200) hours per year.

29-4.01 For the ~~first~~ **every six (6) five (5)** Employees in the same Base, classification, and crew (A or B) there shall be, at minimum, one (1) Vacation Block for Employees to bid as vacation. ~~For every additional seven (7) Employees in that same Base, classification, and shift there shall be, at minimum, one (1) additional Vacation Block for Employees to bid as vacation.~~ A manager at a Base may add additional Vacation Blocks at their discretion.

i. ARTICLE 32 – UNION RELEASE TIME

Note: AMFA requests that the Parties' side letter on ALR release time and travel be incorporated into the TA.

j. ARTICLE 43 – MEAL COST REPLACEMENT & EXPENSES

Note: AMFA requests that the meal cost replacement provisions be amended so as to track the terms of the WestJet-ALPA CBA section 24-1.

k. ARTICLE 47 – ~~RATES OF PAY.~~ WSP/OPA/PROFIT SHARE

47-1.01 Employees shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP) in accordance with the terms and conditions of the plan, as they may be amended by the Company. An Employee's elected contributions pursuant to the WSP shall be limited to a maximum of ~~ten percent (10%)~~ **twenty percent (20%)** of the Employee's eligible earnings **including premiums and overtime**. Unless agreed to by the Parties, the maximum of ~~ten percent (10%)~~ **twenty percent (20%)** contribution levels and the Company's matching contributions shall not be decreased during the life of this Agreement.

47-1.02 [Struck]

l. ARTICLE 48 – DURATION

48-1.01 This Agreement shall be effective from ~~July 1, 2024~~ **August 1, 2024** and shall continue in full force and effect until midnight on ~~December 31, 2028~~ **May 31, 2027**.

3. AMFA proposes the following changes to the Implementation Memorandum of Agreement:



Note: General changes to reflect August 1, 2024 implementation date.

- 2.2 Notwithstanding Section 2.1 above, for those Employees in a General Band position as of June 30, 2024, they will as of July 31, 2024 be assigned to the next higher pay step on the applicable pay rate table for their classification in _-2.05 to _-2.14 of Article X – Rates of Pay of the Collective Agreement in accordance with their after their pre-ratification rate of pay multiplied is multiplied by 1.225. completed years of continuous Active service in that classification. and will progress through the steps of that table on the anniversary date of their entry into the position.

Notwithstanding Section 2.2 above, for Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, as of June 30, 2024, they will as of July 31, 2024 be assigned to the next higher pay step on the applicable pay rate table for their classification in _-2.05 to _-2.14 of Article X – Rates of Pay of the Collective Agreement after their pre-ratification rate of pay multiplied is multiplied by 1.274 and will progress through the steps of that table on the anniversary date of their entry into the position.

Notwithstanding Section 2.2 above, Employees in the AML classification will be placed at the top of the OL classification pay scale.

- 2.6 Those Employees, who as of June 30, 2024 were entitled to receive a greater vacation allotment than provided under the terms of the Collective Agreement, will retain their current vacation allotment. Those Employees, who as of June 30, 2024 were entitled to progress to a greater vacation allotted than provided under the terms of the Collective Agreement will continue receive vacation allotment pursuant to that prior progression schedule.
- 2.7 No later than September 15, 2024, Employees, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of June 1, 2024 to July 31 June 30, 2024 (“Retro Period”). This payment shall equate to a ten percent (10%) twenty-two and one-half percent (22.5%) increase on all hours worked at the Employee’s applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ten percent (10%) twenty-two and one-half percent (22.5%) increase above actual WSP Employee contributions made between June 1, 2024 and July 31 June 30, 2024. This retroactive payment shall be subject to all applicable deductions.



- 2.9 No later than September 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to ~~June 30~~ **July 31**, 2024 ("General Band Retro Period"). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase above actual WSP Employee contributions made between May 1, 2023 and ~~June 30~~ **July 31**, 2024. This retroactive payment shall be subject to all applicable deductions.
4. AMFA proposes that, on ratification of any future tentative agreement between the Parties, WestJet will withdraw with prejudice all charges, complaints, and requests filed with the Canada Industrial Relations Board and/or the Minister of Labour on June 17, 2024.
5. The proposals set forth herein are intended to be received and construed as a conditional proposal. It is conditioned on agreement that, except for the terms set forth herein, all terms and conditions previously agreed to by the parties as part of the May TA will remain unchanged. In the event WestJet does not agree to keep the May TA terms and conditions, except those set forth herein, unchanged, AMFA reserves the right to examine and reopen any and all previously agreed provisions contained as part of the May TA.

EXHIBIT E



June 25, 2024 Proposal

1. Except as explicitly set forth herein, AMFA proposes that all terms and conditions previously agreed upon by the Parties' respective negotiating committees in the May 5, 2024 Tentative Agreement, the final version of which is reflected in e-mail correspondence (and attachments) between the Parties dated May 16, 2024, the Parties' May 5, 2024 Implementation Memorandum of Agreement, and the Parties' Clean Slate Memorandum of Agreement dated April 5, 2024, would remain tentatively agreed and unchanged. Those terms and conditions will be referred to herein, collectively, as the "May TA".
2. AMFA proposes the following changes to the May TA:

a. Article 14 – RATES OF PAY

14-2.02 The Company, at its discretion, may pay an AME, Structures AME, or AVT at a rate up to and including Step 3 of the pay table set out below in 14-2.06. [ACCEPTED]

Note: 14-2.02 to be replaced with AMFA "rising tide" language (below).

Market Rates

~~The hourly rates set forth in Article 14 – Rates of Pay Section 2.06 through 2.14 will prevail, except that the Company may recognize prior experience or the local job market when hiring and/or place an Employee in their applicable pay table at a rate above the applicable minimum ("Higher Rate Step").~~

~~The Company will provide AMFA with a minimum of fourteen (14) days' written notice of its intention to hire and/or place an Employee in Higher Rate Step, and the written notice will include the classification(s) and location(s) affected and the progression step it intends to place the Employee(s).~~

~~In the event the Company hires and/or places an Employee at a Higher Rate Step, any other current Employee(s) in that same classification and Base whose wage rate is below the Higher Rate Step will be placed, by the next full pay period following the Higher Rate Notice, at the Higher Rate Step.~~

~~Any newly hired Employee placed, or current Employee moved, to a Higher Rate Step will proceed to the next higher step on the applicable progression scale (i.e., Employee hired or placed at Step 4 would progress to Step 5) at the conclusion of each anniversary date~~



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~~of the placement, and will not, under any circumstances, be returned to any lower scale step or frozen at any scale step.~~

~~Any current Employee moved to a Higher Rate Step in accordance with this Paragraph will have their anniversary date, solely for step increase purposes, modified to the date upon which they are moved to the Higher Rate Step.~~

~~The Company may, with notice to the Airline Representative(s), provide hiring (i.e., attraction) incentive(s) as part of preemployment offer(s). The Company will meet and confer with the Airline Representative(s) to gain insight and perspective before making a final decision if retention incentive(s) are being considered for active Employees.~~

14-2.05 An Employee who is assigned/awarded a classification on a different pay table as set out in 14-2.06 to 14-2.14 ~~below will start at Step 1 of the new pay table and progress through the steps of that table according to completed years of continuous Active service in a classification on that pay table.~~ **will be placed on the lowest step of the pay scale that will result in no loss of pay and will progress through the steps of that table on the anniversary date of the assignment/award.**

14-2.06 through 14-2.14

Note: AMFA proposes an initial ~~~22.5%~~ **18.5%** across-the-board raise, computed after the 4% retroactive wage increase to identified General Band classifications, with 4% in the Y2, ~~and~~ Y3, **and Y4** outyears. AMFA's proposal is reflected in the charts below:



AMFA/WestJet
Term Sheet Proposal 2.0
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FurnishingApp.

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$24.41	\$25.39	\$26.41	\$27.47
2	\$25.58	\$26.60	\$27.66	\$28.77
3	\$26.79	\$27.86	\$28.97	\$30.13
4	\$28.07	\$29.20	\$30.37	\$31.58

Furnishing

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$32.08	\$33.36	\$34.69	\$36.08
2	\$33.34	\$34.67	\$36.06	\$37.50
3	\$35.88	\$37.32	\$38.81	\$40.36
4	\$37.79	\$39.31	\$40.88	\$42.52
5	\$39.13	\$40.70	\$42.33	\$44.02
6	\$40.32	\$41.94	\$43.62	\$45.36
7	\$42.35	\$44.04	\$45.80	\$47.63

AME Apprentice

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$28.55	\$29.70	\$30.89	\$32.13
2	\$30.48	\$31.70	\$32.97	\$34.29
3	\$32.52	\$33.82	\$35.17	\$36.58
4	\$34.68	\$36.07	\$37.51	\$39.01

AME

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$40.81	\$42.44	\$44.14	\$45.91
2	\$42.67	\$44.38	\$46.16	\$48.01
3	\$44.62	\$46.40	\$48.26	\$50.19
4	\$46.87	\$48.75	\$50.70	\$52.73
5	\$49.24	\$51.21	\$53.26	\$55.39
6	\$52.01	\$54.09	\$56.25	\$58.50
7	\$54.90	\$57.10	\$59.38	\$61.76

MXC

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$58.13	\$60.46	\$62.88	\$65.40
2	\$58.86	\$61.21	\$63.66	\$66.21
3	\$59.59	\$61.98	\$64.46	\$67.04
4	\$60.34	\$62.75	\$65.26	\$67.87
5	\$62.78	\$65.29	\$67.90	\$70.62

Tech Rep / Day Ops / Base Planner

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$55.47	\$57.69	\$60.00	\$62.40
2	\$56.44	\$58.70	\$61.05	\$63.49
3	\$57.43	\$59.73	\$62.12	\$64.60
4	\$58.43	\$60.77	\$63.20	\$65.73
5	\$59.64	\$62.02	\$64.50	\$67.08

Lead	\$61.43	\$63.88	\$66.44	\$69.10
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OL

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$55.47	\$57.69	\$60.00	\$62.40
2	\$56.44	\$58.70	\$61.05	\$63.49
3	\$57.43	\$59.72	\$62.11	\$64.59
4	\$58.43	\$60.77	\$63.20	\$65.73
5	\$61.43	\$63.88	\$66.44	\$69.10
6	\$62.50	\$65.00	\$67.60	\$70.30
7	\$63.60	\$66.14	\$68.79	\$71.54

Tech. Inst. / Spec. ConfigControl / Spec. Tech Serv

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$56.44	\$58.70	\$61.05	\$63.49
2	\$57.29	\$59.58	\$61.96	\$64.44
3	\$58.15	\$60.47	\$62.89	\$65.41
4	\$59.02	\$61.38	\$63.84	\$66.39
5	\$59.83	\$62.22	\$64.71	\$67.30

Senior1	\$62.39	\$64.89	\$67.49	\$70.19
Senior2	\$63.17	\$65.70	\$68.33	\$71.06
Senior3	\$63.96	\$66.52	\$69.18	\$71.95
Senior4	\$64.76	\$67.35	\$70.04	\$72.84
Senior5	\$64.99	\$67.59	\$70.29	\$73.10

Fleet Engineer / Powerplant Engineer

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$53.63	\$55.78	\$58.01	\$60.33
2	\$54.71	\$56.90	\$59.18	\$61.55
3	\$55.80	\$58.03	\$60.35	\$62.76
4	\$56.92	\$59.19	\$61.56	\$64.02
5	\$57.50	\$59.80	\$62.19	\$64.68

Senior	\$60.95	\$63.39	\$65.93	\$68.57
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Mx Planner

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27
1	\$46.87	\$48.74	\$50.69	\$52.72
2	\$47.80	\$49.72	\$51.71	\$53.78
3	\$48.76	\$50.71	\$52.74	\$54.85
4	\$49.74	\$51.72	\$53.79	\$55.94
5	\$50.73	\$52.76	\$54.87	\$57.06
6 (AME License Holders Only)	\$53.68	\$55.83	\$58.06	\$60.38
7 (AME License Holders Only)	\$56.25	\$58.50	\$60.84	\$63.27



NOTE: AMFA requests confirmation that AMLs will move into Step 6 and Step 7 of the OL Pay Scale.

14-3.01 An Employee who is awarded/assigned to one the following classifications and holds an Aircraft Certification Authority (ACA) will be paid a premium on their regular rate of pay for hours worked, ~~excluding overtime, Statutory Holiday pay, or any other premium:~~

- i. Aircraft Maintenance Engineer (AME)
- ii. Avionics Technician (AVT)
- iii. Operational Lead (OL)
- iv. Structure AME
- v. Technical Representative
- vi. Technical Representative Lead
- vii. Maintenance Controller

~~viii. an Employee in any classification not listed above performing duties that require the exercise of their ACA will be paid the ACA premium for the entire applicable shift and/or overtime shift. [ACCEPTED]~~

14-3.03 For clarity, the ACA premium does ~~not~~ contribute to earnings for the purposes of WestJet Savings Plan or Profit Share calculations.

14-3.05 Employees will be paid a night shift premium of ~~one dollar per hour (\$1.00/hr)~~ ~~(\$3.00/hr)~~ \$2.00/hr (2024), \$3.00 (2025), \$4.00 (2026), \$4.50 (2027) for all hours worked from 1900LT to 0700LT, inclusive. Night shift premium is not paid for shifts that commence at ~~0400LT~~ 0500LT or later.

b. ARTICLE 15 – PAY ADMINISTRATION

~~15-4.06 An Employee may request time off with pay for approval using their banked time. A request must be made in writing to the Company prior to the schedule bidding release. Time bank requests will be submitted to the Company in writing, with a minimum of thirty (30) days' notice and will be awarded provided there is a vacation block available as set out in Article 29-4.01. Time bank requests made with less than thirty (30) days' notice or that do not correspond to an available vacation block will be subject to operational requirements and will not be unreasonably denied. [ACCEPTED]~~

c. ARTICLE 16 – RATES OF PAY

16-1.04 ~~Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank~~



Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first 8.0 hours of overtime within the same pay period unless banked in accordance with Article 15-4 – Time Bank. All overtime hours in excess of 8.0 hours within the same pay period will be paid at a rate of two times (2x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank.

d. ARTICLE 19 – HOURS OF SERVICE

~~Note: Discussion required on issue of conflicts created after changes to vacation schedule. THE VACATION YEAR AND SHIFT BID SCHEDULES MUST ALIGN IN ORDER TO BE FUNCTIONAL.~~

Note: AMFA proposes a single yearly shift and vacation bid.

e. ARTICLE 21 – FIELD SERVICE

21-2.02 The Company will maintain three regional Base Coverage lists as follows: Western (British Columbia, Alberta, and Saskatchewan); Central (Manitoba, Ontario, and Quebec); Eastern (Maritime Provinces, and Newfoundland, and Quebec). Employees may update their inclusion or removal from the Base Coverage list applicable to their Base by giving at minimum seven (7) days' notice by email to their manager or designate.

Note: Base Coverage assignments occurring in Quebec will be awarded to Employees on either the Central or Eastern Base Coverage lists, at the Company's discretion. [ACCEPTED]

f. ARTICLE 22 – LAYOFF

22-2.06 An Employee subject to layoff will have to the option of terminating their employment with the Company and receiving benefits in accordance with Article 25 – Severance Pay.

g. ARTICLE 25 – SEVERANCE PAY

25-1.02 Five (5) ~~Ten (10)~~ seven (7) days' pay for each completed year of continuous employment the Employee has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay.



h. ARTICLE 29 – VACATION AND STATUTORY HOLIDAYS

29-2.02 An Employee's annual Vacation Allotment is as follows:

- a) During the first three (3) years of employment, an Employee is entitled to eighty (80) hours per year.
- b) At the commencement of the fourth (4th) year of employment, an Employee is entitled to one hundred and twenty (120) hours per year.
- c) At the commencement of the seventh (7th) year of employment, an Employee is entitled to one hundred and sixty (160) hours per year.
- d) At the commencement of the twenty-fifth (25th) ~~fifteenth (15th)~~ year of employment, an Employee is entitled to two hundred (200) hours per year. [AGREED].

29-4.01 For the first ~~every six (6)~~ five (5) Employees in the same Base, classification, and crew (A or B) there shall be, at minimum, one (1) Vacation Block for Employees to bid as vacation. ~~For every additional seven (7) Employees in that same Base, classification, and shift there shall be, at minimum, one (1) additional Vacation Block for Employees to bid as vacation.~~ A manager at a Base may add additional Vacation Blocks at their discretion.

i. ARTICLE 32 – UNION RELEASE TIME

Note: AMFA requests that the Parties' side letter on ALR release time and travel be incorporated into the TA. [AMFA AGREES TO PROVISION IN TA]

j. ARTICLE 43 – MEAL COST REPLACEMENT & EXPENSES

Note: AMFA requests that the meal cost replacement provisions be amended so as to track the terms of the WestJet ALPA CBA section 24.1. [AMFA AGREES TO PROVISION IN TA]

k. ARTICLE 47 – WSP/OPA/PROFIT SHARE – [AGREED]

47-1.01 Employees shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP) in accordance with the terms and conditions of the plan, as they may be amended by the Company. An Employee's elected contributions pursuant to the WSP shall be limited to a maximum of ~~ten percent (10%)~~ twenty percent (20%) of the Employee's eligible



earnings including premiums and overtime. Unless agreed to by the Parties, the maximum of ~~ten percent (10%)~~ **twenty percent (20%)** contribution levels and the Company's matching contributions shall not be decreased during the life of this Agreement.

47-1.02 [Struck]

I. ARTICLE 48 – DURATION

48-1.01 This Agreement shall be effective from ~~July 1, 2024~~ **August 1, 2024** and shall continue in full force and effect until midnight on ~~December 31, 2028~~ **May 31, 2027** **May 31, 2028**.

3. AMFA proposes the following changes to the Implementation Memorandum of Agreement:

Note: General changes to reflect August 1, 2024 implementation date.

2.1 Employees hired before ratification will be grandfathered at the step position they hold as of August 31, 2024 until their next pay step anniversary date, at which point they will be placed on the next step on the pay rate table which represents an increase from their current rate of pay. **[AGREED]**

2.2 Notwithstanding Section 2.1 above, for those Employees in a General Band position as of ~~June 30, 2024~~ **August 31, 2024**, they will as of ~~July 1–31, 2024~~ **September 1, 2024**, be assigned to the **next higher** pay step on the applicable pay rate table for their classification in ~~_2.05 to _2.14 of Article X – Rates of Pay of the Collective Agreement in accordance with their~~ **after their pre-ratification rate of pay is multiplied by 1.185**. ~~completed years of continuous Active service in that classification. and will progress through the steps of that table on the anniversary date of their entry into the position.~~

Notwithstanding Section 2.2 above, for Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, as of ~~June 30, 2024~~ **August 31, 2024**, they will as of ~~July 31, 2024~~ **September 1, 2024**, be assigned to the **next higher** pay step on the applicable pay rate table for their classification in ~~_2.05 to _2.14 of Article X – Rates of Pay of the Collective Agreement~~ **after their pre-ratification rate of pay is multiplied by 1.2324** and will progress through the steps of that table on the anniversary date of their entry into the position.



Notwithstanding Section 2.2 above, Employees in the AML classifications of August 31, 2024, will as of September 1, 2024, be placed at ~~the top~~ OL step 6 (AML Steps 1, 2, 3) and OL step 7 (AML Steps 4, 5). ~~of the OL classification pay scale.~~

- 2.6 Those Employees, who as of ~~June 30, 2024~~ **August 31, 2024**, were entitled to receive a greater vacation allotment than provided under the terms of the Collective Agreement, will retain their current vacation allotment. ~~Those Employees, who as of June 30, 2024~~ **August 31, 2024**, were entitled to progress to a greater vacation allotted than provided under the terms of the Collective Agreement will continue receive vacation allotment pursuant to that prior progression schedule.
- 2.7 ~~No later than September 15, 2024, Employees, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of June 1, 2024 to July 31 June 30, 2024 ("Retro Period"). This payment shall equate to a ten percent (10%) twenty-two and one-half percent (22.5%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ten percent (10%) twenty-two and one-half percent (22.5%) increase above actual WSP Employee contributions made between June 1, 2024 and July 31 June 30, 2024. This retroactive payment shall be subject to all applicable deductions.~~

No later than September November 15, 2024, Employees, who are Active on August October 31, 2024, shall receive a one-time only retroactive payment for the period of June August 1, 2024 to August 31, 2024 ("Retro Period"). This payment shall equate to a ~~twelve percent (12%)~~ **eighteen and one-half (18.5%)** increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ~~twelve percent (12%)~~ **eighteen and one-half (18.5%)** increase above on actual WSP Employee contributions made between August 1, 2024 to August 31, 2024. This retroactive payment shall be subject to all applicable deductions.

- 2.9 ~~No later than September 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior~~



WESTJET

AMFA/WestJet
Term Sheet Proposal 2.0
June 25, 2024

~~Specialist Technical Services, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to July 31 June 30, 2024 (“General Band Retro Period”). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee’s applicable rate of pay, for their applicable classification(s); within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase above actual WSP Employee contributions made between May 1, 2023 and July 31 June 30, 2024. This retroactive payment shall be subject to all applicable deductions.~~

No later than November 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, who are Active on October 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to August 31, 2024 (“General Band Retro Period”). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee’s applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase on actual WSP Employee contributions made between May 1, 2023 and August 31, 2024. This retroactive payment shall be subject to all applicable deductions.
[Agreed]

4. On ratification of the tentative agreement between the parties, AMFA proposes that ~~WestJet withdraw with prejudice all charges, complaints, and requests filed with the Canada Industrial Relations Board and/or the Minister of Labour on June 17, 2024.~~ dismiss with prejudice all pending actions and requests before the Canada Industrial Relations Board.
5. The proposals set forth herein are intended to be received and construed as a conditional proposal. It is conditioned on agreement that, except for the terms set forth herein, all terms and conditions previously agreed to by the parties as part of the May TA will remain unchanged. In the event WestJet does not agree to keep the May TA terms and conditions, except those set forth herein, unchanged, AMFA reserves the right to examine and reopen any and all previously agreed provisions contained as part of the May TA.



AMFA/WestJet
Term Sheet Proposal 2.0
June 25, 2024

EXHIBIT F

WITHDRAWN IF NOT ACCEPTED BY 2000ET ON WEDNESDAY, JUNE 26, 2024

June 26, 2024

BETWEEN

WestJet, an Alberta Partnership
(hereinafter referred to as “the Company”)

– and –

Aircraft Mechanics Fraternal Association
(hereinafter called “the Union”)

(hereinafter the “Parties”)

MEMORANDUM OF AGREEMENT FOR A FIRST COLLECTIVE AGREEMENT

1. The members of the Parties’ respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a first collective agreement on the terms and conditions set out herein.
2. Subject to the amendments described below in this Memorandum of Agreement and the Memorandum of Agreement – Collective Agreement Implementation (attached), the Parties remain in agreement as to the terms and conditions outlined in the previously signed Memorandum of Agreement for First Collective Agreement dated May 5, 2024.
3. **The proposed Memorandums of Agreement dated June 25, 2024 are withdrawn and replaced by this proposed Memorandum of Agreement.**
4. **This Memorandum of Agreement must be accepted as a whole. Individual items cannot be accepted independently.**

FOR THE COMPANY

FOR THE UNION

DATED AT MISSISSAUGA, ONTARIO THIS 26th DAY OF JUNE 2024

Note - All monetary amounts within the Collective Agreement payable to Employees are subject to the applicable deductions as required by law.

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

TENTATIVE AGREEMENT AMENDMENTS

1) Duration of Agreement

Article X – Duration of Agreement -

_1.01 This Agreement shall be effective from **September 1, 2024** and shall continue in full force and effect until midnight on **December 31, 2029**.

2) Union Release Time

_6.02 The Union will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Employees time off pursuant to this Agreement. This invoice shall include a ~~twenty-six~~ **thirty-six percent (36%)** premium to cover benefits and administrative expenses.

3) Rates of Pay

AME, Avionics Technician, Structures AME

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$38.73	\$39.90	\$40.69	\$41.51	\$42.34
2	Completed first year	\$40.51	\$41.73	\$42.56	\$43.41	\$44.28
3	Completed second year	\$42.36	\$43.63	\$44.50	\$45.39	\$46.30
4	Completed third year	\$44.51	\$45.84	\$46.76	\$47.69	\$48.65
5	Completed fourth year	\$46.76	\$48.16	\$49.12	\$50.10	\$51.11
6	Completed fifth year	\$49.38	\$50.86	\$51.87	\$52.91	\$53.97
7	Completed sixth year	\$52.12	\$53.68	\$54.76	\$55.85	\$56.97

Apprentice AME, Apprentice Structures AME, Apprentice AVT

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$27.11	\$27.93	\$28.48	\$29.05	\$29.64
2	Completed first year	\$28.94	\$29.80	\$30.40	\$31.01	\$31.63
3	Completed second year	\$30.87	\$31.80	\$32.43	\$33.08	\$33.74
4	Completed third year	\$32.93	\$33.92	\$34.59	\$35.29	\$35.99

Furnishing Technicians

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$30.45	\$31.37	\$31.99	\$32.63	\$33.29
2	Completed first year	\$31.66	\$32.61	\$33.26	\$33.92	\$34.60
3	Completed second year	\$34.07	\$35.09	\$35.79	\$36.50	\$37.23
4	Completed third year	\$35.88	\$36.95	\$37.69	\$38.45	\$39.21
5	Completed fourth year	\$37.15	\$38.26	\$39.03	\$39.81	\$40.60
6	Completed fifth year	\$38.28	\$39.43	\$40.22	\$41.03	\$41.85
7	Completed sixth year	\$40.21	\$41.41	\$42.24	\$43.09	\$43.95

Furnishing Apprentice Technician

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$23.18	\$23.87	\$24.35	\$24.83	\$25.33
2	Completed first year	\$24.28	\$25.01	\$25.51	\$26.02	\$26.54
3	Completed second year	\$25.44	\$26.20	\$26.72	\$27.26	\$27.80
4	Completed third year	\$26.65	\$27.45	\$28.00	\$28.56	\$29.13

Maintenance Controllers

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$58.38	\$60.13	\$61.33	\$62.56	\$63.81
2	Completed first year	\$58.76	\$60.52	\$61.73	\$62.97	\$64.23
3	Completed second year	\$59.15	\$60.93	\$62.15	\$63.39	\$64.66
4	Completed third year	\$59.55	\$61.33	\$62.56	\$63.81	\$65.09
5	Completed fourth year	\$59.94	\$61.74	\$62.97	\$64.23	\$65.52

Technical Representative, Day-of-Operations Planner, & Base Planner

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$54.73	\$56.37	\$57.50	\$58.65	\$59.82
2	Completed first year	\$55.37	\$57.03	\$58.17	\$59.34	\$60.52
3	Completed second year	\$56.01	\$57.69	\$58.85	\$60.03	\$61.23
4	Completed third year	\$56.67	\$58.37	\$59.53	\$60.72	\$61.94
5	Completed fourth year	\$57.33	\$59.05	\$60.23	\$61.44	\$62.66

Technical Representative Lead	\$59.05	\$60.82	\$62.04	\$63.28	\$64.54
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Operationsal Lead

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$54.73	\$56.37	\$57.50	\$58.65	\$59.82
2	Completed first year	\$55.37	\$57.03	\$58.17	\$59.34	\$60.52
3	Completed second year	\$56.01	\$57.69	\$58.85	\$60.03	\$61.23

4	Completed third year	\$56.67	\$58.37	\$59.53	\$60.72	\$61.94
5	Completed fourth year	\$57.33	\$59.05	\$60.23	\$61.44	\$62.66
6	<u>Completed fifth year</u>	<u>\$58.02</u>	<u>\$59.76</u>	<u>\$60.95</u>	<u>\$62.17</u>	<u>\$63.42</u>
7	<u>Completed sixth year</u>	<u>\$58.71</u>	<u>\$60.48</u>	<u>\$61.69</u>	<u>\$62.92</u>	<u>\$64.18</u>
8	<u>Completed seventh year</u>	<u>\$59.94</u>	<u>\$61.74</u>	<u>\$62.97</u>	<u>\$64.23</u>	<u>\$65.52</u>

Senior Specialist Technical Services, Senior Specialist Configuration Control

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$54.99	\$56.64	\$57.77	\$58.93	\$60.11
2	Completed first year	\$56.09	\$57.77	\$58.93	\$60.11	\$61.31
3	Completed second year	\$57.21	\$58.93	\$60.11	\$61.31	\$62.53
4	Completed third year	\$58.36	\$60.11	\$61.31	\$62.53	\$63.79
5	Completed fourth year	\$59.52	\$61.31	\$62.53	\$63.79	\$65.06

Senior Fleet Engineer, Senior Powerplant Engineer

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$52.88	\$54.46	\$55.55	\$56.66	\$57.79
2	Completed first year	\$53.93	\$55.55	\$56.66	\$57.79	\$58.95
3	Completed second year	\$55.01	\$56.66	\$57.79	\$58.95	\$60.13
4	Completed third year	\$56.11	\$57.79	\$58.95	\$60.13	\$61.33
5	Completed fourth year	\$57.23	\$58.95	\$60.13	\$61.33	\$62.56

Technical Instructor

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$51.48	\$53.02	\$54.08	\$55.17	\$56.27
2	Completed first year	\$52.51	\$54.08	\$55.17	\$56.27	\$57.40
3	Completed second year	\$53.56	\$55.17	\$56.27	\$57.40	\$58.54
4	Completed third year	\$54.63	\$56.27	\$57.40	\$58.54	\$59.71
5	Completed fourth year	\$55.72	\$57.40	\$58.54	\$59.71	\$60.91

Senior Technical Instructor	\$57.40	\$59.12	\$60.30	\$61.51	\$62.74
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Fleet Engineer & Maintenance Planners

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$45.05	\$46.40	\$47.32	\$48.27	\$49.24
2	Completed first year	\$45.95	\$47.32	\$48.27	\$49.24	\$50.22
3	Completed second year	\$46.86	\$48.27	\$49.24	\$50.22	\$51.23
4	Completed third year	\$47.80	\$49.24	\$50.22	\$51.23	\$52.25
5	Completed fourth year	\$48.76	\$50.22	\$51.23	\$52.25	\$53.29

Powerplant Engineer

Step	Completed years of continuous Active service in a classification in this pay table	1-Sep-24	1-Sep-25	1-Sep-26	1-Sep-27	1-Sep-28
1	Start rate	\$43.31	\$44.61	\$45.50	\$46.41	\$47.34
2	Completed first year	\$44.18	\$45.50	\$46.41	\$47.34	\$48.29
3	Completed second year	\$45.06	\$46.41	\$47.34	\$48.29	\$49.26

4	Completed third year	\$45.96	\$47.34	\$48.29	\$49.26	\$50.24
5	Completed fourth year	\$46.88	\$48.29	\$49.26	\$50.24	\$51.25

-3.05 Employees will be paid a night shift premium of one dollar per hour (\$1.00/hr) for all hours worked from 1900LT to 0700LT, inclusive. Night shift premium is not paid for shifts that commence at 0400LT or later.

-3.06 Night shift premiums in 3.05 above will be paid in accordance with the chart below:

<u>September 1, 2024</u>	<u>September 1, 2025</u>	<u>September 1, 2026</u>	<u>September 1, 2027</u>	<u>September 1, 2028</u>
<u>\$1.00/hour</u>	<u>\$1.25/hour</u>	<u>\$1.50/hour</u>	<u>\$1.75/hour</u>	<u>\$2.00/hour</u>

-3.07 An Employee in any classification not listed in -3.01 above performing duties that require the exercise of their ACA will be paid the ACA premium for the entire applicable shift and/or overtime shift.

4) **Pay Administration**

- 15-4.06 An Employee may request time off with pay for approval using their banked time. ~~A request must be made in writing to the Company prior to the schedule bidding release.~~ **Time bank requests will be submitted to the Company in writing, with a minimum of thirty (30) days' notice and will be awarded provided there is a vacation block available as set out in Article 29-4.01. Time bank requests made with less than thirty (30) days' notice or that do not correspond to an available vacation block will be subject to operational requirements and will not be unreasonably denied.**

5) **Field Service**

- 21-2.02 The Company will maintain three regional Base Coverage lists as follows: Western (British Columbia, Alberta, and Saskatchewan); Central (Manitoba, Ontario, and Quebec); Eastern (Maritime Provinces, ~~and Newfoundland, and Quebec~~). Employees may update their inclusion or removal from the Base Coverage list applicable to their Base by giving at minimum seven (7) days' notice by email to their manager or designate.

Note: Base Coverage assignments occurring in Quebec will be awarded to Employees on either the Central or Eastern Base Coverage lists, at the Company's discretion.

6) **WSP/OPA/Profit Share**

47-1.01 Employees shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP) in accordance with the terms and conditions of the plan, as they may be amended by the Company. An Employee's elected contributions pursuant to the WSP shall be limited to a maximum of ~~ten~~ **twenty** percent (~~10~~ **20**%) of the Employee's eligible earnings ~~including premiums and overtime~~. Unless agreed to by the Parties, the maximum of ~~ten~~ **twenty** percent (~~10~~ **20**%) contribution levels and the Company's matching contributions shall not be decreased during the life of this Agreement.

~~47-1.02 If the changes to the WSP that are implemented as a result of Article 1.01 above cannot be implemented for July 1, 2024 due to administrative processing, Employees shall receive a ten percent (10%) Company contribution as a cash payment, subject to all applicable deductions, until such time as the mandatory enrollment in the WSP period elapses, at which time any applicable cash payment shall cease and the ten percent (10%) Company contribution will be directed per the Employees' elected instructions.~~

7) **Hours of Service**

Note: Effective no later than ~~January 6~~ **May 1**, 2025

8) **Vacation and Statutory Holidays**

NOTE: Effective no later than October 2025~~6~~ for 2026~~7~~ vacation bidding.

MEMORANDUM OF AGREEMENT – COLLECTIVE AGREEMENT IMPLEMENTATION

Between

**WestJet, an Alberta Partnership
("WestJet AP")**

-and-

**Aircraft Mechanics Fraternal Association
(the "Union")**

(Collectively, the "*Parties*")

WHEREAS:

- A.** The Parties are in collective bargaining for the purposes of reaching a first collective agreement (the "**Collective Agreement**").
- B.** The Parties hold a shared interest in mitigating potential issues that could arise in implementing the terms and conditions of the Collective Agreement.
- C.** This Memorandum of Agreement ("**MOA**") is intended to supplement the implementation items already negotiated by the Parties during collective bargaining.

NOW THEREFORE, the Parties agree to the following:

1 Coming into Effect

- 1.1 This MOA shall not take effect unless the Collective Agreement is ratified by a majority of the Employees.
- 1.2 This MOA shall not form a part of the Collective Agreement, but shall be binding on the Parties.

2 Collective Agreement Implementation

- 2.1 Employees hired before ratification will be grandfathered at the step position they hold as of ~~July~~ **August 31**, 2024 until their next pay step anniversary date, at which point they will be placed on the next step on the pay rate ~~table~~ which represents an increase from their current rate of pay.
- 2.2 **Notwithstanding Section 2.1 above, for those Employees who have elected to transition to an Operational Lead classification in accordance with the Memorandum of Agreement – Clean Slate, they will as of the effective date of their transition to the OL classification be placed on the pay step on the**

Operational Lead pay table that corresponds with their current years of continuous Active service in their AML and/or ICL position, as applicable.

- 2.3 Notwithstanding Section 2.1 above, for those Employees in a General Band position as of ~~June 30~~**August 31**, 2024, they will as of ~~July~~**September** 1, 2024 be assigned to the pay step on the applicable pay ~~rate~~ table for their classification in ~~_~~-2.05 to ~~_~~-2.14 of Article X – Rates of Pay of the Collective Agreement in accordance with their completed years of continuous Active service in that classification.
- 2.4 Each Employee whose rate of pay as of ~~June 30~~**August 31**, 2024 exceeds the top step of the applicable pay ~~rate~~ table in ~~_~~-2.05 to ~~_~~-2.14 of Article X – Rates of Pay of the Collective Agreement will be red-circled (i.e. grandfathered) at their current pay rate until such time as the top pay step rate for their classification exceeds their red-circled pay rate. Once the top pay step rate for their classification in the Collective Agreement exceeds the Employee's red-circled pay rate, they will from that point onwards be paid in accordance with the pay ~~rate~~ table for their classification.
- 2.5 Employees who are red-circled according to Section 2.3 above and who are awarded/assigned to a different classification covered under the Collective Agreement will be paid according to the classification pay ~~rate~~ table for their new classification based on their Active continuous service in a bargaining unit classification.
- 2.6 Those Employees, who as of ~~June 30~~**August 31**, 2024 were entitled to receive an ACA premium and who as of ~~July~~**September** 1, 2024 are in a classification that will no longer be paid an ACA premium, will continue to receive the ACA premium for so long as they remain in that classification. If the Employee leaves this classification, they will only be entitled to receive an ACA premium if the classification they are holding is eligible to receive an ACA premium according to ~~_~~-Article X – Rates of Pay.
- 2.7 Those Employees, who as of ~~June 30~~**August 31**, 2024 were entitled to receive a greater vacation allotment than provided under the terms of the Collective Agreement, will retain their current vacation allotment.
- 2.8 No later than ~~September~~**November** 15, 2024, Employees, who are Active on ~~August~~**October** 31, 2024, shall receive a one-time only retroactive payment for the period of ~~June~~**August** 1, 2024 to ~~June 30~~**August 31**, 2024 ("Retro Period"). This payment shall equate to a ~~ten~~ twelve percent (~~10~~**12**%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ~~ten~~ twelve **point five** percent (~~10~~**12.5**%) increase ~~above on~~ actual WSP Employee

contributions made between ~~June~~ **August** 1, 2024 to ~~June 30~~ **August 31**, 2024. This retroactive payment shall be subject to all applicable deductions.

- 2.9 For Employees who are Inactive on the last day of the pay period in which the retroactive payment set out in Section 2.7 above is to be issued, they shall receive this retroactive payment on their first regular pay cheque following their return to Active status.
- 2.10 No later than ~~September~~ **November** 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, who are Active on ~~August~~ **October** 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to ~~June 30~~ **August 31**, 2024 (“General Band Retro Period”). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee’s applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase ~~above on~~ actual WSP Employee contributions made between May 1, 2023 and ~~June 30~~ **August 31**, 2024. This retroactive payment shall be subject to all applicable deductions.
- 2.11 For Employees who are Inactive on the last day of the pay period in which the retroactive payment set out in Section 2.9 above is to be issued, they shall receive this retroactive payment on their first regular pay cheque following their return to Active status.
- 2.12 For those implementation items listed in the Collective Agreement that have an identified implementation date, until that implementation date is reached, the status quo practice shall be maintained, unless otherwise agreed to by the Parties.

3 Other Terms

- 3.1 Any disputes arising under this MOA shall be resolved in accordance with the process set out in the grievance and arbitration procedures contained in the Collective Agreement.
- 3.2 Except as specifically set out in this MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the Collective Agreement with the Union.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement between WestJet, an Alberta Partnership, and AMFA this 25th day of June 2024.

For WestJet, an Alberta Partnership:

For AMFA:

Gandeephan Ganeshalingam
Vice President, Technical Operations

Bret Oestreich
AMFA National President

EXHIBIT G



June 25, 2024 Proposal

1. Except as explicitly set forth herein, AMFA proposes that all terms and conditions previously agreed upon by the Parties' respective negotiating committees in the May 5, 2024 Tentative Agreement, the final version of which is reflected in e-mail correspondence (and attachments) between the Parties dated May 16, 2024, the Parties' May 5, 2024 Implementation Memorandum of Agreement, and the Parties' Clean Slate Memorandum of Agreement dated April 5, 2024, would remain tentatively agreed and unchanged. Those terms and conditions will be referred to herein, collectively, as the "May TA".
2. AMFA proposes the following changes to the May TA:

a. Article 14 – RATES OF PAY

14-2.02 The Company, at its discretion, may pay an AME, Structures AME, or AVT at a rate up to and including Step 3 of the pay table set out below in 14-2.06. [ACCEPTED]

Note: 14-2.02 to be replaced with AMFA "rising tide" language (below).

Market Rates

~~The hourly rates set forth in Article 14 – Rates of Pay Section 2.06 through 2.14 will prevail, except that the Company may recognize prior experience or the local job market when hiring and/or place an Employee in their applicable pay table at a rate above the applicable minimum ("Higher Rate Step").~~

~~The Company will provide AMFA with a minimum of fourteen (14) days' written notice of its intention to hire and/or place an Employee in Higher Rate Step, and the written notice will include the classification(s) and location(s) affected and the progression step it intends to place the Employee(s).~~

~~In the event the Company hires and/or places an Employee at a Higher Rate Step, any other current Employee(s) in that same classification and Base whose wage rate is below the Higher Rate Step will be placed, by the next full pay period following the Higher Rate Notice, at the Higher Rate Step.~~

~~Any newly hired Employee placed, or current Employee moved, to a Higher Rate Step will proceed to the next higher step on the applicable progression scale (i.e., Employee hired or placed at Step 4 would progress to Step 5) at the conclusion of each anniversary date~~



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~~of the placement, and will not, under any circumstances, be returned to any lower scale step or frozen at any scale step.~~

~~Any current Employee moved to a Higher Rate Step in accordance with this Paragraph will have their anniversary date, solely for step increase purposes, modified to the date upon which they are moved to the Higher Rate Step.~~

~~The Company may, with notice to the Airline Representative(s), provide hiring (i.e., attraction) incentive(s) as part of preemployment offer(s). The Company will meet and confer with the Airline Representative(s) to gain insight and perspective before making a final decision if retention incentive(s) are being considered for active Employees.~~

14-2.05 An Employee who is assigned/awarded a classification on a different pay table as set out in 14-2.06 to 14-2.14 ~~below will start at Step 1 of the new pay table and progress through the steps of that table according to completed years of continuous Active service in a classification on that pay table.~~ **will be placed on the lowest step of the pay scale that will result in no loss of pay and will progress through the steps of that table on the anniversary date of the assignment/award.**

14-2.06 through 14-2.14

Note: AMFA proposes an initial ~~22.5%~~ **18.5%** across-the-board raise, computed after the 4% retroactive wage increase to identified General Band classifications, with ~~4%~~ **3.5%** in Y2 (June 2025), ~~and 3.0%~~ **3.0%** in Y3 (June 2026), **3.0%** Y4 (June 2027), **3.0%** Y5 (June 2028). AMFA's proposal is reflected in the charts below:



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FurnishingApp.

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$24.41	\$25.26	\$26.02	\$26.80	\$27.60
2	\$25.58	\$26.47	\$27.26	\$28.08	\$28.92
3	\$26.79	\$27.73	\$28.56	\$29.42	\$30.30
4	\$28.07	\$29.06	\$29.93	\$30.83	\$31.75

Furnishing

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$32.08	\$33.20	\$34.20	\$35.23	\$36.29
2	\$33.34	\$34.51	\$35.55	\$36.62	\$37.72
3	\$35.88	\$37.14	\$38.25	\$39.40	\$40.58
4	\$37.79	\$39.12	\$40.29	\$41.50	\$42.75
5	\$39.13	\$40.50	\$41.72	\$42.97	\$44.26
6	\$40.32	\$41.74	\$42.99	\$44.28	\$45.61
7	\$42.35	\$43.83	\$45.14	\$46.49	\$47.88

AME Apprentice

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$28.55	\$29.55	\$30.44	\$31.35	\$32.29
2	\$30.48	\$31.54	\$32.49	\$33.46	\$34.46
3	\$32.52	\$33.65	\$34.66	\$35.70	\$36.77
4	\$34.68	\$35.89	\$36.97	\$38.08	\$39.22

AME

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$40.81	\$42.23	\$43.50	\$44.81	\$46.15
2	\$42.67	\$44.16	\$45.48	\$46.84	\$48.25
3	\$44.62	\$46.18	\$47.57	\$49.00	\$50.47
4	\$46.87	\$48.51	\$49.97	\$51.47	\$53.01
5	\$49.24	\$50.97	\$52.50	\$54.08	\$55.70
6	\$52.01	\$53.83	\$55.44	\$57.10	\$58.81
7	\$54.90	\$56.82	\$58.52	\$60.28	\$62.09

MXC

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$58.13	\$60.16	\$61.96	\$63.82	\$65.73
2	\$58.86	\$60.92	\$62.75	\$64.63	\$66.57
3	\$59.59	\$61.68	\$63.53	\$65.44	\$67.40
4	\$60.34	\$62.45	\$64.32	\$66.25	\$68.24
5	\$62.78	\$64.98	\$66.93	\$68.94	\$71.01

Tech Rep / Day Ops / Base Planner

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$55.47	\$57.41	\$59.13	\$60.90	\$62.73
2	\$56.44	\$58.42	\$60.17	\$61.98	\$63.84
3	\$57.43	\$59.44	\$61.22	\$63.06	\$64.95
4	\$58.43	\$60.48	\$62.29	\$64.16	\$66.08
5	\$59.64	\$61.72	\$63.57	\$65.48	\$67.44

Lead	\$61.43	\$63.58	\$65.49	\$67.45	\$69.47
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OL

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$55.47	\$57.41	\$59.13	\$60.90	\$62.73
2	\$56.44	\$58.42	\$60.16	\$61.96	\$63.82
3	\$57.43	\$59.44	\$61.22	\$63.06	\$64.95
4	\$58.43	\$60.48	\$62.29	\$64.16	\$66.08
5	\$61.43	\$63.58	\$65.49	\$67.45	\$69.47
6	\$62.10	\$64.28	\$66.21	\$68.20	\$70.25
7	\$62.78	\$64.98	\$66.93	\$68.94	\$71.01

Tech. Inst. / Spec. Config Control / Spec. Tech Serv

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$56.44	\$58.42	\$60.17	\$61.98	\$63.84
2	\$57.29	\$59.29	\$61.07	\$62.90	\$64.79
3	\$58.15	\$60.18	\$61.99	\$63.85	\$65.77
4	\$59.02	\$61.09	\$62.92	\$64.81	\$66.75
5	\$59.83	\$61.92	\$63.78	\$65.69	\$67.66

Senior1	\$62.39	\$64.58	\$66.52	\$68.52	\$70.58
Senior2	\$63.17	\$65.38	\$67.34	\$69.36	\$71.44
Senior3	\$63.96	\$66.20	\$68.19	\$70.24	\$72.35
Senior4	\$64.76	\$67.03	\$69.04	\$71.11	\$73.24
Senior5	\$64.99	\$67.26	\$69.28	\$71.36	\$73.50

Fleet Engineer / Powerplant Engineer

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$53.63	\$55.51	\$57.18	\$58.90	\$60.67
2	\$54.71	\$56.62	\$58.32	\$60.07	\$61.87
3	\$55.80	\$57.75	\$59.48	\$61.26	\$63.10
4	\$56.92	\$58.91	\$60.68	\$62.50	\$64.38
5	\$57.50	\$59.52	\$61.31	\$63.15	\$65.04

Senior	\$60.95	\$63.09	\$64.98	\$66.93	\$68.94
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Mx Planner

Step	01-Jun-24	01-Jun-25	01-Jun-26	01-Jun-27	01-Jun-28
1	\$46.87	\$48.51	\$49.97	\$51.47	\$53.01
2	\$47.80	\$49.48	\$50.96	\$52.49	\$54.06
3	\$48.76	\$50.47	\$51.98	\$53.54	\$55.15
4	\$49.74	\$51.48	\$53.02	\$54.61	\$56.25
5	\$50.73	\$52.51	\$54.09	\$55.71	\$57.38
6 (AME License Holders Only)	\$53.68	\$55.56	\$57.23	\$58.95	\$60.72
7 (AME License Holders Only)	\$56.25	\$58.22	\$59.97	\$61.77	\$63.62



14-3.01 An Employee who is awarded/assigned to one the following classifications and holds an Aircraft Certification Authority (ACA) will be paid a premium on their regular rate of pay for hours worked, ~~excluding overtime, Statutory Holiday pay, or any other premium:~~

- i. Aircraft Maintenance Engineer (AME)
- ii. Avionics Technician (AVT)
- iii. Operational Lead (OL)
- iv. Structure AME
- v. Technical Representative
- vi. Technical Representative Lead
- vii. Maintenance Controller

viii. ~~an Employee in any classification not listed above performing duties that require the exercise of their ACA will be paid the ACA premium for the entire applicable shift and/or overtime shift. [ACCEPTED]~~

14-3.03 ~~For clarity, the ACA premium does NOT contribute to earnings for the purposes of WestJet Savings Plan or Profit Share calculations. [ACCEPTED]~~

14-3.05 Employees will be paid a night shift premium of ~~one dollar per hour (\$1.00/hr)~~ ~~(\$3.00/hr)~~ \$2.00/hr (June 2024), ~~\$3.00~~ \$2.50 (June 2025), ~~\$4.00~~ \$3.00 (June 2026), ~~\$4.50~~ \$3.50 (June 2027), \$4.00 (June 2028) for all hours worked from 1900LT to 0700LT, inclusive. Night shift premium is not paid for shifts that commence at ~~0400LT~~ 0500LT or later.

b. ARTICLE 15 – PAY ADMINISTRATION

15-4.06 ~~An Employee may request time off with pay for approval using their banked time. A request must be made in writing to the Company prior to the schedule bidding release. Time bank requests will be submitted to the Company in writing, with a minimum of thirty (30) days' notice and will be awarded provided there is a vacation block available as set out in Article 29-4.01. Time bank requests made with less than thirty (30) days' notice or that do not correspond to an available vacation block will be subject to operational requirements and will not be unreasonably denied. [ACCEPTED]~~

c. ARTICLE 16 – RATES OF PAY

16-1.04 ~~Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank~~



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Overtime hours will be paid at a rate of one and one-half times (1.5x) the Employee's regular rate of pay for the first 8.0 hours of overtime within the same pay period unless banked in accordance with Article 15-4 – Time Bank. All overtime hours in excess of 8.0 hours within the same pay period will be paid at a rate of two times (2x) the Employee's regular rate of pay unless banked in accordance with Article 15-4 – Time Bank.

d. ARTICLE 19 – HOURS OF SERVICE

~~Note: Discussion required on issue of conflicts created after changes to vacation schedule. THE VACATION YEAR AND SHIFT BID SCHEDULES MUST ALIGN IN ORDER TO BE FUNCTIONAL.~~

~~Note: AMFA proposes a single yearly shift and vacation bid.~~

[AMFA agrees to Hours of Service as written in the tentative agreement]

e. ARTICLE 21 – FIELD SERVICE

21-2.02 The Company will maintain three regional Base Coverage lists as follows: Western (British Columbia, Alberta, and Saskatchewan); Central (Manitoba, Ontario, and Quebec); Eastern (Maritime Provinces, and Newfoundland, and Quebec). Employees may update their inclusion or removal from the Base Coverage list applicable to their Base by giving at minimum seven (7) days' notice by email to their manager or designate.

Note: Base Coverage assignments occurring in Quebec will be awarded to Employees on either the Central or Eastern Base Coverage lists, at the Company's discretion. [ACCEPTED]

f. ARTICLE 22 – LAYOFF

22-2.06 An Employee subject to layoff will have to the option of terminating their employment with the Company and receiving benefits in accordance with Article 25 – Severance Pay.

g. ARTICLE 25 – SEVERANCE PAY

25-1.02 Five (5) ~~Ten (10)~~ ~~seven (7)~~ days' pay for each completed year of continuous employment the Employee has with the Company as of



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their effective termination date, up to a maximum of ninety (90) days' pay. [ACCEPTED AS SETFORTH IN TA]

h. ARTICLE 29 – VACATION AND STATUTORY HOLIDAYS

~~29-1.09 An Employee's awarded/assigned Vacation Block may be changed in the event the Employee's bi-annual shift bid results in changes to their scheduled days off. In the event of such change, the Company will reschedule the affected Vacation Block to the nearest available Vacation Block of the same duration as the originally awarded/assigned Vacation Block or a mutually agreeable alternate Vacation Block of such duration.~~

Note: AMFA proposes striking section 29-1.09

29-2.02 An Employee's annual Vacation Allotment is as follows:

- a) During the first three (3) years of employment, an Employee is entitled to eighty (80) hours per year.
- b) At the commencement of the fourth (4th) year of employment, an Employee is entitled to one hundred and twenty (120) hours per year.
- c) At the commencement of the seventh (7th) year of employment, an Employee is entitled to one hundred and sixty (160) hours per year.
- d) At the commencement of the twenty-fifth (25th) ~~fifteenth (15th)~~ year of employment, an Employee is entitled to two hundred (200) hours per year. [AGREED].

29-4.01 ~~For the first every six (6) five (5) five and one-half (5.5) Employees in the same Base, classification, and crew (A or B) there shall be, at minimum, one (1) Vacation Block for Employees to bid as vacation. In no event will there be fewer than (1) Vacation Block for Employees in the same Base, classification, and crew (A or B). For every additional seven (7) Employees in that same Base, classification, and shift there shall be, at minimum, one (1) additional Vacation Block for Employees to bid as vacation. A manager at a Base may add additional Vacation Blocks at their discretion.~~

i. ARTICLE 32 – UNION RELEASE TIME



Note: AMFA requests that the Parties' side letter on ALR release time and travel be incorporated into the TA. [AMFA AGREES TO PROVISION IN TA]

-32.02 The Union will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Employees time off pursuant to this Agreement. This invoice shall include a ~~twenty-six~~ **thirty-six percent (36%)** premium to cover benefits and administrative expenses. [AGREED]

j. ARTICLE 43 – MEAL COST REPLACEMENT & EXPENSES

Note: AMFA requests that the meal cost replacement provisions be amended so as to track the terms of the WestJet-ALPA CBA section 24-1. [AMFA AGREES TO PROVISION IN TA]

k. ARTICLE 47 –WSP/OPA/PROFIT SHARE – [AGREED]

47-1.01 Employees shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP) in accordance with the terms and conditions of the plan, as they may be amended by the Company. An Employee's elected contributions pursuant to the WSP shall be limited to a maximum of ~~ten percent (10%)~~ **twenty percent (20%)** of the Employee's eligible earnings ~~including premiums and overtime~~. Unless agreed to by the Parties, the maximum of ~~ten percent (10%)~~ **twenty percent (20%)** contribution levels and the Company's matching contributions shall not be decreased during the life of this Agreement.

47-1.02 [Struck]

l. ARTICLE 48 – DURATION

48-1.01 This Agreement shall be effective from ~~July 1, 2024~~ **August 1, 2024** and shall continue in full force and effect until midnight on ~~December 31, 2028~~ **May 31, 2027** ~~May~~ **December 31, 2028**.

3. AMFA proposes the following changes to the Implementation Memorandum of Agreement:

Note: General changes to reflect August 1, 2024 implementation date.

2.1 Employees hired before ratification will be grandfathered at the step position they hold as of August 31, 2024 until their next pay step anniversary date, at



which point they will be placed on the next step on the pay rate table which represents an increase from their current rate of pay. [AGREED]

- 2.2 Notwithstanding Section 2.1 above, for those Employees in a General Band position as of June 30, 2024 August 31, 2024, they will as of July 1 31, 2024 September 1, 2024, be assigned to the next higher pay step on the applicable pay rate table for their classification in _-2.05 to _-2.14 of Article X – Rates of Pay of the Collective Agreement, or will be red circled pursuant to Section 2.03, in accordance with their after their pre-ratification rate of pay is multiplied by 1.185. completed years of continuous Active service in that classification. An Employee who is not red circled pursuant to Section 2.03 will progress through the steps of that table on the anniversary date of their entry into the position.

Notwithstanding Section 2.2 above, for Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, as of June 30, 2024 August 31, 2024, they will as of July 31, 2024 September 1, 2024, be assigned to the next higher pay step on the applicable pay rate table for their classification in _-2.05 to _-2.14 of Article X – Rates of Pay of the Collective Agreement, or will be red circled pursuant to Section 2.3, after their pre-ratification rate of pay is multiplied by 1.2324. An Employee who is not red circled pursuant to Section 2.3 will progress through the steps of that table on the anniversary date of their entry into the position.

Notwithstanding Section 2.2 above, Employees in the AML classifications of August 31, 2024, will as of September 1, 2024, be placed at the top OL step 6 (AML Steps 1, 2, 3) and OL step 7 (AML Steps 4, 5). of the OL classification pay scale.

- 2.6 Those Employees, who as of June 30, 2024 August 31, 2024, were entitled to receive a greater vacation allotment than provided under the terms of the Collective Agreement, will retain their current vacation allotment. Those Employees, who as of June 30, 2024 August 31, 2024, were entitled to progress to a greater vacation allotted than provided under the terms of the Collective Agreement will continue receive vacation allotment pursuant to that prior progression schedule. [AMFA AGREES TO THE PROVISION AS WRITTEN]
- 2.7 No later than September 15, 2024, Employees, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of June 1, 2024 to July 31 June 30, 2024 (“Retro Period”). This payment shall equate to a



~~ten percent (10%)~~ ~~twenty-two and one-half percent (22.5%)~~ increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ~~ten percent (10%)~~ ~~twenty-two and one-half percent (22.5%)~~ increase above actual WSP Employee contributions made between June 1, 2024 and ~~July 31~~ June 30, 2024. This retroactive payment shall be subject to all applicable deductions.

No later than November 15, 2024, Employees, who are Active on August October 31, 2024, shall receive a one-time only retroactive payment for the period of June August 1, 2024 to August 31, 2024 ("Retro Period"). This payment shall equate to a ~~twelve percent (12%)~~ ~~eighteen and one-half (18.5%)~~ increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a ~~twelve percent (12%)~~ ~~eighteen and one-half (18.5%)~~ increase above on actual WSP Employee contributions made between August 1, 2024 to August 31, 2024. This retroactive payment shall be subject to all applicable deductions.

- 2.9 ~~No later than September 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration Control, and Senior Specialist Technical Services, who are Active on August 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to ~~July 31~~ June 30, 2024 ("General Band Retro Period"). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase above actual WSP Employee contributions made between May 1, 2023 and ~~July 31~~ June 30, 2024. This retroactive payment shall be subject to all applicable deductions.~~

No later than November 15, 2024, only Employees in the classifications of Fleet Engineer, Maintenance Planner, Technical instructor, Senior Technical Instructor, Senior Specialist Configuration



Control, and Senior Specialist Technical Services, who are Active on October 31, 2024, shall receive a one-time only retroactive payment for the period of May 1, 2023 to August 31, 2024 ("General Band Retro Period"). This payment shall equate to a four percent (4%) increase on all hours worked at the Employee's applicable rate of pay, for their applicable classification(s), within the General Band Retro Period, excluding stipends and other forms of compensation. Such retroactive payment shall include a WSP replacement payment which shall be paid as a four percent (4%) increase on actual WSP Employee contributions made between May 1, 2023 and August 31, 2024. This retroactive payment shall be subject to all applicable deductions.
[Agreed]

4. On ratification of the tentative agreement between the parties, AMFA proposes that the parties dismiss with prejudice all pending actions and requests before the Canada Industrial Relations Board.
5. The proposals set forth herein are intended to be received and construed as a conditional proposal. It is conditioned on agreement that, except for the terms set forth herein, all terms and conditions previously agreed to by the parties as part of the May TA will remain unchanged. In the event WestJet does not agree to keep the May TA terms and conditions, except those set forth herein, unchanged, AMFA reserves the right to examine and reopen any and all previously agreed provisions contained as part of the May TA.

EXHIBIT H

From: Simon Weizman simon.weizman@gmail.com
Subject: Fwd: Company Counteroffer and cancelation of next week negotiations
Date: June 27, 2024 at 5:10 PM
To: Samuel Seham samuel.seham@gmail.com, Seham Lee ssmpls@aol.com

SW

----- Forwarded message -----

From: **Bret Oestreich** <bret.oestreich@amfanatl.org>
Date: Thu, Jun 27, 2024, 16:14
Subject: Company Counteroffer and cancelation of next week negotiations
To: Glubrecht, Michelle M [NC] <michelle.glubrecht@labour-travail.gc.ca>, Virginia Swindall <virginia.swindall@westjet.com>
Cc: Ian Evershed <ianevershed@gmail.com>

Dear Virginia:

We had been told to expect a counteroffer from WestJet this morning. At approximately 3:00 p.m., when AMFA legal counsel Lee Seham asked Diederik Pen when we might expect the Company's proposal, Diederik responded with a tone of mocking incredulity, "didn't you get the letter from the Minister this afternoon."

Mr. Seham further inquired why WestJet was refusing to meet with AMFA. Diederik reiterated the message previously conveyed to us by the FMCS representatives, i.e., that the Company wanted to meet with the WestJet employees on our committee and exclude all other members.

We understand that the Company is withholding its proposal and refusing to meet with our appointed representatives. We request that you advise whether it is also the Company's intention to cancel the negotiations scheduled for next week in Calgary.

Thank you,

Bret Oestreich

National President

Bret.Oestreich@amfanatl.org

Tel: (720) 744-6628
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EXHIBIT I

IN THE MATTER OF THE CANADA LABOUR CODE (PART I – INDUSTRIAL RELATIONS) AND A DISPUTE BETWEEN WESTJET, AN ALBERTA PARTNERSHIP, CALGARY, ALBERTA AND THE AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

WHEREAS section 107 of the Code provides that as the Minister of Labour, where I deem it expedient, I may do such things that seem likely to maintain or secure industrial peace and to promote conditions favourable to the settlement of industrial disputes or differences, and to those ends I may refer any question to the Canada Industrial Relations Board (CIRB) or direct the CIRB to do such things as I deem necessary;

WHEREAS the parties have been bargaining the terms and conditions of their first collective agreement since March 31, 2023, and have been working with the Federal Mediation and Conciliation Service (FMCS) since January 26, 2024.

WHEREAS on May 4, 2024, WestJet served a lockout notice to the union, advising that a lockout would commence on May 7, 2024, at 12:00 p.m. Mountain Time;

WHEREAS on May 5, 2024, the parties reached a tentative agreement and WestJet rescinded its lockout notice;

WHEREAS on June 11, 2024, the AMFA membership rejected by 97.25% the tentative agreement, and the AMFA announced that its membership had voted 99.18% in favour of a strike mandate;

WHEREAS on June 17, 2024, the AMFA served a strike notice to WestJet, advising that strike action would commence on June 20, 2024, at 9:00 p.m. Eastern Time;

WHEREAS on June 17, 2024, WestJet filed an unfair labour practice complaint;

WHEREAS, on June 18, 2024, I made a referral to the CIRB, under subsection 80(1) of the Code, directing the CIRB to inquire into the dispute and, if the CIRB considers it advisable, to settle the terms and conditions of the first collective agreement between the parties;

WHEREAS on June 19, 2024, the AMFA rescinded its strike notice and both parties agreed to return to the bargaining table;

WHEREAS the parties met on June 25, 2024;

WHEREAS the same day, the AMFA served a second strike notice to WestJet, advising that strike action would commence on June 28, 2024 at 7:30 p.m. Eastern Time and


WestJet served a second lockout notice to the AMFA, advising that a lockout would commence on June 28, 2024 at 8:30 p.m. Eastern Time;

WHEREAS I am deeply concerned that the parties' continued inability to reach and ratify a first collective agreement is undermining industrial peace and, if not resolved in an expeditious manner, could lead to poisoned relations between the parties into the future;

AND WHEREAS I am convinced that providing for an arbitrated first agreement between these parties is the best way to secure industrial peace and promote favourable conditions for future collective bargaining between these parties;

NOW THEREFORE, I, as Minister of Labour, pursuant to section 107 of the Code and in keeping with the objectives of section 80 of the Code, hereby direct the CIRB to assist the parties in reaching a settlement of the outstanding terms of their first collective agreement by imposing final binding arbitration to resolve outstanding terms of the collective agreement.

IN WITNESS WHEREOF the Minister of Labour has here to set his hand this 27 day of June 2024.



Minister of Labour