

COURT FILE NUMBER 2401-02664
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OF
ARRANGEMENT OF LYNX AIR HOLDINGS
CORPORATION and 1263343 ALBERTA INC. dba LYNX
AIR

DOCUMENT **AFFIDAVIT OF NATASHA LISUN**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

KOSKIE MINSKY LLP
Barristers & Solicitors
900-20 Queen Street West
Toronto, ON M5H 3R3

Solicitors: Andrew J. Hatnay / Abir Shamim
Telephone: (416) 595-2083 / 2039
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AFFIDAVIT OF NATASHA LISUN

SWORN JULY 31, 2024

I, **NATASHA LISUN**, of the City of Calgary, in the Province of Alberta, **MAKE OATH**

AND SAY THAT:

1. I am a National Representative of the Canadian Union of Public Employees ("CUPE"). I began working with CUPE on July 6, 2023.

2. This Affidavit is sworn in support of an application by CUPE on behalf of the 240 Lynx Air (defined below) cabin crew employees (collectively, the "**Cabin Crew Employees**" and individually, each a "**Cabin Crew Employee**") for:

- a) A determination that the Cabin Crew Employees' severance pay claims against the debtor should include an amount in respect of unpaid 16 weeks' pay in lieu of group termination notice ("**Mass Termination Notice**") pursuant to Section 212 of the *Canada Labour Code*, R.S.C. 1985, c. L-2 (the "**Code**"); and
- b) Appointing CUPE as Representative to the Cabin Crew Employees under Rule 2.15 of the *Alberta Rules of the Court*, Alta. Reg. 124/2010 in this proceeding, and authorizing the Monitor and/or the debtor to provide CUPE with all relevant data in respect of the employment and the termination of the Cabin Crew Employees (the "**Employee Data**").

3. Where the facts set out in this Affidavit are based on information provided to me by others, I have set out the source of the information and believe it to be true.

4. CUPE is the Bargaining Agent for the Cabin Crew Employees. CUPE is the largest union in Canada with more than 750,000 members across the country. Our members work in a variety of sectors, including transportation. The Airline Division of CUPE has approximately 18,500 cabin and crew members employed at ten different airlines

5. On February 22, 2024, Lynx Air Holdings Corporation ("**Lynx Holdco**") and 1263343 Alberta Inc. dba Lynx Air ("**Lynx Opco**"; together with Lynx Holdco, "**Lynx Air**" or the "**Company**") obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**").

6. On February 25, 2024, Lynx Air terminated the Cabin Crew Employees *en masse*. The following day, Cabin Crew Employees received a letter of termination from James Sullivan, the interim CEO of Lynx Air, stating "[n]o severance payment or payment of accrued vacation will be made to you as a result of the termination of your employment. The terminations caused immediate hardships for the Cabin Crew Employees. Attached hereto as **Exhibit "A"** is a copy of the termination letter sent by Lynx Air to a former Cabin Crew Employee, dated February 26, 2024.

7. Lynx Air is using the CCAA process for the purpose of liquidating its assets. There is no claims process for creditors at this time and the amount of future distributions, if any, to unsecured creditors is not known.

8. The Wage Earner Protection Program ("**WEPP**") is the only and most important source of payment for the Cabin Crew Employees at this time. WEPP will currently pay up to a maximum of \$8,507.66 to each terminated employee in respect of unpaid severance pay.

9. CUPE has calculated that the Cabin Crew Employees have a total claim for severance pay of approximately \$2.9 million, which includes unpaid 16 weeks' pay in lieu of Mass Termination Notice pursuant to Section 212 of the *Code*.

10. As part of the Initial CCAA Order issued on February 22, 2024, the Court ordered that WEPP applies to this proceeding.

11. For an employee to obtain WEPP, a three-stage process must be followed:

- a) First, employees' claims must be accepted and certified by the Monitor (FTI Consulting Canada Inc.) under Section 21 of *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, and sent to Service Canada;

- b) Second, each Cabin Crew Employee must send in a WEPP application form declaring they are owed the amount from the debtor; and
- c) Third, Service Canada will then release a payment for that amount, up to a maximum \$8,507.66, to the Employee.

The first issue for this application – the Cabin Crew Employees' claims should include 16 weeks' pay in lieu of Mass Termination Notice

12. The Monitor did not include a claim for Mass Termination Notice in its calculation of the Cabin Crew Employees' claims and has thereby undervalued the Cabin Crew Employees' claims by \$2.5M. The Monitor calculated the total claim of the Cabin Crew Employees is \$679,000, whereas CUPE has calculated \$3.2M, of which \$2.1M can be claimed by the Employees under WEPP.

13. By not including Mass Termination Notice, the Monitor's calculation deprives the Cabin Crew Employees of the full amount they can receive under WEPP, by amounts ranging from \$3,245.88 to \$8,507.66 per employee (the latter being the entire WEPP amount).

Background Facts

14. In September 2023, in response to strong interest among Lynx Air flight employees, CUPE began to organize the Cabin Crew Employees of Lynx Air.

15. On November 22, 2023, CUPE filed an application with the Canadian Industrial Relations Board ("CIRB") to be certified as the Bargaining Agent of the Cabin Crew Employees pursuant to Section 24(1) of the *Code*. In their application, CUPE noted that approximately 60% of the Cabin Crew Employees signed cards to apply for union membership.

16. Lynx Air did not oppose the application.

17. Given that the majority of the Employees applied to join CUPE and Lynx Air did not dispute the application, the CIRB issued an automatic certification on February 7, 2024.
18. CUPE was certified as the Bargaining Agent for Cabin Crew Employees as CUPE Local 5558 (excluding supervisors and those above the rank of supervisor). Attached hereto as **Exhibit "B"** is a copy of the certification order issued by the CIRB dated February 7, 2024.
19. On February 15, 2024, Brigitte Benoit, National Representative-Organizing at CUPE, served a Notice to Bargain on James Sullivan, the interim CEO of Lynx Air, under Section 50(a) of the *Code* for the purposes of negotiating an initial collective agreement. In the Notice, CUPE requested the employment data of all Cabin Crew Employees in the bargaining unit, including their names, addresses, phone numbers and bases (the "**Employee Data**").
20. Mr. Sullivan confirmed receipt of the Notice, however, he did not provide CUPE with the Employee Data. Attached hereto as **Exhibit "C"** is the correspondence between Brigitte Benoit and James Sullivan, dated February 15, 2024.
21. On February 22, 2024 – approximately two weeks after CUPE was certified as the Bargaining Agent of the Cabin Crew Employees – Lynx Air obtained protection from its creditors under the CCAA. The initial CCAA Order was issued by the Honourable Justice Gill.
22. At the time of the issuance of the CCAA Order, CUPE and Lynx Air had not yet finalized a collective agreement.
23. As noted above, under CCAA protection, Lynx Air is liquidating and not restructuring. In the Affidavit of Michael Woodward, the Interim Chief Financial Officer of Lynx Air, sworn on February 22, 2024 in support of the CCAA Application, he states:

8. For these reasons, while the Applicants have a valuable and viable business, Lynx Air has been met with significant unforeseeable challenges to its business since its inception. As a result, Lynx Air is currently insolvent and has insufficient cash reserves to allow it to continue to fund its current ongoing operations. In addition, certain critical service suppliers have recently elected to take enforcement actions, which, if pursued, would jeopardize the Applicants' ongoing operations, and would likely result in the Applicants' operations being shut down in a chaotic and haphazard manner.

9. For these reasons, Lynx Air has decided that the only option available to it to preserve value in its assets is to urgently obtain protection under the CCAA to give it reasonable time to wind down its business operations in an orderly fashion, and to provide time for the Applicants to apply for and conduct a sales and investment solicitation process (if necessary), identify and assess potential transactions, and review other strategic alternatives that may be available to maximize the value of the Applicants' business for all their stakeholders.

WEPP applies to this proceeding

24. As part of Lynx Air's application for CCAA protection, and given that all of the Lynx Air employees had been terminated (apart from those retained to wind down business operations), the Court also ordered that WEPP is applicable to this proceeding. This means that the terminated Cabin Crew Employees who are owed severance pay and other amounts from the Company can apply for a WEPP payment. Paragraph 11 of the Initial CCAA Order states:

[11] Pursuant to section 5(5) of the Wage Earner Protection Program Act (Canada), SC 2005, c 47, s 1 ("WEPPA"), the Applicants and their collective former employees meet the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222 and are individuals to whom the WEPPA applies as of the date of this Order.

Efforts by CUPE to reach an agreement with the Monitor on severance methodology were unsuccessful

25. On March 5, 2024, in order to determine the Cabin Crew Employees' severance claims accurately and efficiently, Koskie Minsky LLP (or "**CUPE counsel**") contacted Lynx Air counsel and Monitor counsel to discuss and cooperatively calculate the Employees' claims to avoid future disputes.

Attached hereto as **Exhibit "D"** is a copy of the email from CUPE counsel to Lynx Air counsel and Monitor counsel, dated March 5, 2024.

26. Over the ensuing weeks, numerous exchanges occurred between CUPE counsel and the Monitor. As noted, the core dispute is over the Monitor's position that Mass Termination Notice does not apply to the Cabin Crew Employees' claims, whereas CUPE says that it does. The second dispute is over the Monitor and/or Lynx Air's refusal to provide CUPE with all Employee Data so that CUPE can fully and accurately calculate each Cabin Crew Employee's claim.

Claims of the Cabin Crew Employees should include Mass Termination Notice

27. I am advised by Abir Shamim of Koskie Minsky LLP and believe that on March 7, 2024, CUPE counsel attended a conference call with the Monitor who advised they were in the process of calculating the claims of the Cabin Crew Employees, and the Monitor raised that it was unclear whether the Employees had a claim in respect of the Mass Termination Notice. CUPE counsel requested the Employee Data (i.e., dates of hire, rates of pay, dates of termination, etc.) of the Cabin Crew Employees so that it could verify the Monitor's severance calculations. The Monitor declined to provide that, stating it would consider whether their claim calculations of the Cabin Crew Employees could be disclosed to CUPE.

28. On March 11, 2024, the Monitor emailed CUPE counsel with a summary of the methodology it had applied to calculate the claims of the Cabin Crew Employees. The Monitor did not include a claim for Mass Termination Notice.

29. Instead, the Monitor calculated termination pay only as pay in lieu of notice of individual termination of employment under Section 230 of the *Code*. In CUPE's view, this was an incorrectly

low severance claim for the Cabin Crew Employees, which deprives them of receiving their full WEPP payment.

30. On March 12, 2024, CUPE counsel replied that the claims of the Cabin Crew Employees should include Mass Termination Notice, and they repeated the request for a copy of the spreadsheet outlining the Monitor's calculation of the claim and the Employee Data of the Cabin Crew Employees. That same day, counsel for the Monitor sent an email stating its opinion that "there is no express entitlement to pay in lieu of notice of group termination", and that CUPE counsel should provide legal authority stating otherwise. Monitor counsel also refused to share the spreadsheet outlining its calculation of each Cabin Crew Employees' claim.

31. Later that day, CUPE counsel sent an email to Monitor counsel providing applicable labour arbitration decisions where employees who had been terminated *en masse* were held to be entitled to Mass Termination Notice. CUPE counsel also referenced case law holding that unions are entitled to employment information regarding its members, and that CUPE should receive a copy of the Monitor's spreadsheet outlining its members' claims. Attached hereto as **Exhibit "E"** is a copy of the email exchanges between CUPE counsel, the Monitor, and Monitor counsel between March 11, 2024 and March 12, 2024.

32. On March 13, 2024, Monitor counsel wrote to CUPE counsel saying that the labour arbitration decisions cited by CUPE counsel do not apply to the circumstances of the Lynx Air CCAA proceeding, and that the Monitor maintains its position that the Cabin Crew Employees have no entitlement to a claim based on Mass Termination Notice. Monitor counsel further advised it would proceed to send its WEPP notices to all eligible terminated employees with an outline of their claim as calculated by the Monitor, without including a claim for Mass Termination Notice. Attached hereto as **Exhibit "F"** is a copy of the Notice sent by the Monitor to a former Cabin Crew Employee in March 2024 stating the

Monitor's calculation of the amount of the Employee's eligible claim under WEPP. Similar Notices were sent to all the Cabin Crew Employees, all excluding a claim in respect of Mass Termination Notice.

33. Despite the multiple requests, the Monitor did not provide CUPE counsel with the Employee Data of the Cabin Crew Employees. Attached hereto as **Exhibit "G"** is a copy of the letter from Monitor counsel to CUPE counsel, dated March 13, 2024.

34. On March 15, 2024, CUPE counsel replied to Monitor counsel repeating that the exclusion of Cabin Crew Employees' entitlement to Mass Termination Notice was incorrect and will result in an underpayment to the Employees from WEPP. CUPE counsel repeated its ongoing request for the spreadsheet and Employee Data of the Cabin Crew Employees to verify the claim calculations of the Monitor, which had become especially necessary as CUPE began receiving calls and emails from Cabin Crew Employees complaining that their claims as calculated by the Monitor contained errors such as not including amounts for unused vacation days, and that the Employees did not receive credits for reserve shifts as outlined in the Lynx Air Cabin and Crew Member Work Rules Handbook. CUPE counsel subsequently advised counsel for the Monitor of these errors. Attached hereto as **Exhibit "H"** and **"I"**, respectively, is a copy of the letter from CUPE counsel to Monitor counsel, dated March 15, 2024, and a copy of the Lynx Air Cabin and Crew Member Work Rules Handbook, dated July 26, 2023.

35. Monitor counsel wrote to CUPE counsel on March 25, 2024, stating "the Monitor respectfully considers the matter of pay in lieu of group termination closed." Monitor counsel added that it would not disclose the claim calculations and Employee Data of Cabin Crew Employees to CUPE counsel as "Lynx Air has not authorized the disclosure of such information". Attached hereto as **Exhibit "J"** is a copy of the letter from Monitor counsel to CUPE counsel, dated March 25, 2024.

36. On April 2, 2024, CUPE counsel replied to Monitor counsel stating once again that "exclusion of the mass termination provisions as well as an amount based on common law notice has the effect of depriving the terminated employees of their full entitlement" under WEPP. Further, CUPE counsel objected to the position that CUPE is not entitled to the Employee Data and claim calculations of its members.

37. Given the impasse with the Monitor, CUPE counsel advised it would bring the above issues before either the CIRB or the Court for determination. Attached hereto as **Exhibit "K"** is a copy of the letter from CUPE counsel to Monitor counsel, dated April 2, 2024.

38. Monitor counsel wrote to CUPE counsel on April 16, 2024 – approximately two months after CUPE initially requested its members' Employee Data – saying it had been authorized by Lynx Air to release the spreadsheet and Employee Data used to calculate the claims of Cabin Crew Employees to CUPE. Nevertheless, Monitor counsel maintained its position that Cabin Crew Employees were not entitled to 16 weeks' pay in lieu of Mass Termination Notice. Monitor counsel also argued the claims of Cabin Crew Employees could not include amounts for common law reasonable notice, and that the Monitor would oppose an application by CUPE to lift the CCAA stay to allow an application to be made to the CIRB for a determination that the Cabin Crew Employees' are entitled to Mass Termination Notice and common law reasonable notice. Attached hereto as **Exhibit "L"** is a copy of the letter from Monitor counsel to CUPE counsel, dated April 16, 2024.

Monitor calculates the Employees' claim at \$679,000; CUPE calculates the Employees' claim at \$3.2M

39. According to the Monitor's calculations on April 16, 2024, the total claim of the Cabin Crew Employees in respect of outstanding wages, vacation pay, pay in lieu of individual termination notice, and severance, but not Mass Termination Notice, is approximately \$679,000.

40. CUPE has calculated, on a preliminary basis, that the total claim amount of the Cabin Crew Employees is approximately \$3.2M, of which \$2.1M can be claimed by the Employees under WEPP. CUPE includes a claim in respect of 16 weeks' pay in lieu of Mass Termination Notice, vacation pay owing during the notice period, severance pay in respect of common law reasonable notice, benefit contributions, and amounts owing in respect of the employee retirement program. Attached hereto as **Exhibit "M"** is a chart setting out the Cabin Crew Employees' claims as calculated by CUPE.

41. The difference between the Monitor's calculations and the CUPE calculations in respect of WEPP is significant – \$1.42M. On an individual level, the Monitor's calculations reduce the amount the Cabin Crew Employees can claim under WEPP by \$3,245.88 to \$8,507.66 per employee.

42. On April 19, 2024, CUPE counsel wrote again to Monitor counsel disagreeing with their position that Cabin Crew Employees were not entitled to Mass Termination Notice or common law reasonable notice. Attached hereto as **Exhibit "N"** is a copy of the letter from CUPE counsel to Monitor counsel, dated April 19, 2024.

43. On May 30, 2024, CUPE counsel wrote to Monitor counsel to advise it had been instructed by CUPE to bring the issue of whether the Cabin Crew Employees are entitled to 16 weeks' pay in lieu of Mass Termination Notice as an application before the CCAA Court for adjudication. Attached hereto as **Exhibit "O"** is a copy of the email from CUPE counsel to Monitor counsel, dated May 30, 2024.

The second issue for this application – a Representation Order for CUPE so it can be provided with Employee Data

44. For over two months, CUPE's requests to the Monitor for the Employee Data of its members were refused. In order to resolve these disagreements and refusals, CUPE also seeks a Representation

Order under Rule 2.16 of the *Alberta Rules of the Court*, Alta. Reg. 124/2010, with a provision authorizing the Monitor and/or the Company to provide CUPE with all relevant Employee Data.

45. CUPE needs all the relevant employment information for its members so it can accurately calculate their claims, answer ongoing questions received from members about errors and other issues, and continue to represent their interests and determine, file, advance or compromise any and all their claims which may arise at law or equity in this proceeding, including for any future claims process for unsecured creditors.

46. As the legal certified representative of the Cabin Crew Employees, CUPE's representation of its members in this proceeding includes:


- a) Determining the amounts owing to the Cabin Crew Employees for severance pay, terminated benefits, and other amounts;
- b) Preparing an omnibus Proof of Claim on behalf of all the Cabin Crew Employees to be filed in this proceeding, both for WEPP and a future claims process;
- c) Acting as a single point of contact for all Cabin Crew Employees' claims to prevent a multiplicity of different Cabin Crew Employee claims with different legal methodologies (thereby generating overall cost-saving for the Company, its estate and other creditors);
- d) Settling claims as may be required in cases of individual Cabin Crew Employee disputes, or applying to the Court for directions to settle such a dispute;
- e) If applicable, assisting Cabin Crew Employees with preparing documentation and applying for payments under WEPP or a future claims process; and

- f) Reviewing and responding to any applications and other Court proceedings as necessary brought by the Company, the Monitor or other creditors that affect the Cabin Crew Employees' rights and entitlements.

47. I swear this Affidavit in good faith and for an Order:

- a) Determining that the Cabin Crew Employees are entitled to a claim in respect of pay in lieu of Mass Termination Notice; and
- b) Appointing CUPE as Representative to the Cabin Crew Employees in this proceeding and authorizing CUPE to be provided with all Employee Data regarding the Cabin Crew Employees.

SWORN BEFORE ME at Calgary, Alberta, this)
31st day of July, 2024.)




 Notary Public/Commissioner for Oaths in and for
 the Province of Alberta
 Sr. Selichon




 NATASHA LISUN

This is Exhibit "A" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)



February 26, 2024

Dear [REDACTED]

Re: Termination of Employment with Lynx Air Holdings Corporation

As you are aware, on February 22, 2024, Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air, collectively referred to as the "**Company**" or "**Lynx**" filed for protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"). The order granted by the Court of King's Bench of Alberta (the "**Initial Order**"), appointed FTI Consulting Canada Inc. (the "**Monitor**") as monitor of Lynx.

We hereby advise that your employment with Lynx is terminated effective as at 11:59 pm MST on February 25, 2024. You will receive payment for wages for all authorized time worked up to and including February 25, 2024. No severance payment or payment of accrued vacation will be made to you as a result of the termination of your employment. We will provide you with your Record of Employment for employment insurance purposes.

Your employee health benefits will expire end of day on February 29, 2024. All other benefits, including Life Insurance, Accidental Death & Dismemberment & Long Term Disability will end on your last day of employment.

Please make arrangements to return any Company property in your possession (including but not limited to your Lynx ID card, RAIC, EFB, and uniform). You may keep your luggage, lunch kit and flight bag. For those who reside in Calgary, items can be dropped off at the Head Office, and those who are in Toronto, items can be dropped off in the Crew Room. With regards to your RAIC and/or a parking card, you have a responsibility to return this property to the airport that issued it. Failure to return your RAIC can result in personal fines up to \$300.00. Our goal is to ensure that all employees avoid these fines with the timely return of aerodrome property. This can be accomplished by returning them to Todd McKay (todd.mackay@lynxair.com) or Wes Wiwcharuk (wes.wiwcharuk@lynxair.com) in Security or by dropping them off at the airport your RAIC has been issued from.

Pursuant to the *Wage Earner Protection Program Act* ("**WEPPA**")⁴⁷, the Monitor must inform each employee whose employer is subject to insolvency of the existence of the Wage Earner Protection Program and the conditions on which payments may be made under the WEPPA. WEPPA is federal legislation that establishes a program for making payments to individuals in respect of wages owed by employers who are bankrupt or subject to a receivership or specific insolvency proceeding. In this situation, the Initial Order has declared the CCAA filing to be an insolvency proceeding as required by WEPPA. The Monitor hereby gives notice of the existence

⁴⁷ *Wage Earner Protection Program Act*, SC 2005, c 47, s. 21(d).

of such program and advises that the date of the CCAA filing is as detailed above. Information pertaining to the program may be obtained by calling:

- Toll-Free: 1-866-683-6516

Additional information, including an application for payment from the Wage Earner Protection Program established by the Government of Canada, may be obtained at the following website:

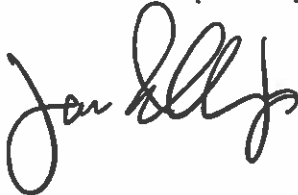
<https://www.canada.ca/en/employment-social-development/services/wage-earner-protection.html>

In consultation with the Monitor, we will review our employment records and determine if we believe you have a claim under WEPPA in due course. If we believe you do have a claim under WEPPA we will contact you to discuss how to make a claim. Please provide us with contact information where you can be reached (e-mail and phone number).

Details with respect to the CCAA proceedings may be found on the Monitor's website:
<http://cfcanada.fticonsulting.com/lynxair>

We thank you for your understanding and co-operation.

Yours very truly,

A handwritten signature in black ink, appearing to read "Jim Sullivan". The signature is written in a cursive, flowing style.

Jim Sullivan
Lynx Air



C.D. Howe Building, 240 Sparks Street, 4th Floor West, Ottawa, Ont. K1A 0X8
Édifice C.D. Howe, 240, rue Sparks, 4e étage Ouest, Ottawa (Ont.) K1A 0X8

Our File: 037189-C

Document No.: 0657591-D

February 7, 2024

BY WEB PORTAL

Sachia Longo
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In the matter of the *Canada Labour Code (Part I—Industrial Relations)* and an application for certification filed pursuant to section 24(1) thereof by the Canadian Union of Public Employees, applicant; 1263343 Alberta Inc., carrying on business as Lynx Air, employer. (037189-C)

Following review of the above-cited matter and consideration of the submissions of the parties concerned, a panel of the Canada Industrial Relations Board (the Board), composed of Roland A. Hackl, Vice-Chairperson, and Lisa Addario and Elizabeth Cameron, Members, has granted the above-cited application.

The parties will find enclosed the certification order issued by the Board in both official languages.

This is Exhibit "B" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.


(Commissioner for Oaths for the Province of Alberta)


(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Encl.

c.c.: ESDC—Labour Program (By Web Portal)
Priscilla Choi

Sincerely,



Tanya Venable
Team Leader, Registry



Order No.: 11898-U

IN THE MATTER OF THE

Canada Labour Code

- and -

Canadian Union of Public Employees,

applicant,

- and -

1263343 Alberta Inc., carrying on business as Lynx Air,
Calgary, Alberta,

employer.

WHEREAS the Canada Industrial Relations Board (the Board) has received an application for certification pursuant to section 24(1) of the *Canada Labour Code* (the *Code*) from the applicant seeking certification as bargaining agent for a unit of employees of 1263343 Alberta Inc., carrying on business as Lynx Air, comprising:

All employees of LYNX AIR (1263343 ALBERTA INC.), employed as Cabin Crew Members, excluding Supervisors and those above the rank of Supervisor.

AND WHEREAS the employer is not opposed to this application;

AND WHEREAS the parties agreed on the inclusion of cabin crew contractors in the bargaining unit and the exclusion of seconded cabin crew members from the bargaining unit;

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the *Code*, has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

Order No.: 11898-U

NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that the Canadian Union of Public Employees be, and it is hereby certified to be, the bargaining agent for a unit comprising:

all employees of 1263343 Alberta Inc., carrying on business as Lynx Air, employed as cabin crew members, **excluding** supervisors and those above the rank of supervisor.

ISSUED at Ottawa, this 7th day of February, 2024, by the Canada Industrial Relations Board.

A handwritten signature in black ink, appearing to read 'R. Hackl', is positioned above the printed name and title.

Roland A. Hackl
Vice-Chairperson

Reference: File No. 037189-C



N° d'ordonnance : 11898-U

CONCERNANT LE

Code canadien du travail

- et -

Syndicat canadien de la fonction publique,

requérant,

- et -

1263343 Alberta inc., exploitée sous la raison sociale Lynx Air,
Calgary (Alberta),

employeur.

ATTENDU QUE le Conseil canadien des relations industrielles (le Conseil) a reçu une demande du requérant en vertu du paragraphe 24(1) du *Code canadien du travail* (le *Code*) en vue d'être accrédité à titre d'agent négociateur d'une unité d'employés de 1263343 Alberta inc., exploitée sous la raison sociale Lynx Air, comprenant :

tous les employés de LYNX AIR (1263343 ALBERTA INC.) qui travaillent comme membres d'équipage de cabine, à l'exclusion des superviseurs et de ceux de niveau supérieur.

(traduction)

ET ATTENDU QUE l'employeur ne s'oppose pas à la présente demande;

ET ATTENDU QUE les parties se sont entendues, en ce qui concerne l'unité de négociation, sur l'inclusion des entrepreneurs d'équipage de cabine et sur l'exclusion des membres du personnel de cabine en détachement;

ET ATTENDU QUE, après enquête sur la demande et examen des observations des parties en cause, le Conseil a constaté que le requérant est un syndicat au sens où l'entend le *Code*, a déterminé que l'unité décrite ci-après est habile à négocier collectivement et est

N° d'ordonnance : 11898-U

convaincu que la majorité des employés de l'employeur, faisant partie de l'unité en question, veut que le syndicat requérant les représente à titre d'agent négociateur.

EN CONSÉQUENCE, le Conseil canadien des relations industrielles ordonne que le Syndicat canadien de la fonction publique soit accrédité, et l'accrédite par la présente, agent négociateur d'une unité comprenant :

tous les employés de 1263343 Alberta inc., exploitée sous la raison sociale Lynx Air, qui travaillent comme membres d'équipage de cabine, à l'exclusion des superviseurs et de ceux de niveau supérieur.

DONNÉE à Ottawa, ce 7^e jour de février 2024, par le Conseil canadien des relations industrielles.



Roland A. Hackl
Vice-président

Référence : n° de dossier 037189-C

Abir Shamim

From: Jim Sullivan <Jim.Sullivan@lynxair.com>
Sent: February 15, 2024 2:07 PM
To: Brigitte Benoit
Cc: Ann Lennarson; Sachia Longo; Danielle Williamson
Subject: RE: Notice to Bargain between Canadian Union of Public Employees and Lynx Air (1263343 Alberta Inc.)

Hi Brigitte,
I am confirming receipt of your notice to bargain. We will be in touch.

Jim

From: Danielle Williamson <dwilliamson@cupe.ca>
Sent: Thursday, February 15, 2024 11:10 AM
To: Jim Sullivan <Jim.Sullivan@lynxair.com>
Cc: Ann Lennarson <alennarson@cupe.ca>; Sachia Longo <slongo@cupe.ca>; Brigitte Benoit <bbenoit@cupe.ca>
Subject: Notice to Bargain between Canadian Union of Public Employees and Lynx Air (1263343 Alberta Inc.)

You don't often get email from dwilliamson@cupe.ca. [Learn why this is important](#)

Sent on behalf of Brigitte Benoit, National Representative- Organizing

Hello,

Please see the attached document regarding the above-noted.


Please sign and return to acknowledge receipt of this letter.

Hard copy to follow by mail.

Thank you,

Brigitte Benoit (she / her)
National Representative

This is **Exhibit "C"** referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Canadian Union of Public Employees

Calgary Area Office

450, 2618 Hopewell Place NE

Calgary, AB T1Y 7J7

 (403) 235-6955 |  (403) 569-0032 |  bbenoit@cupe.ca

Dani Williamson, Administrative Support Professional

dwilliamson@cupe.ca



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CALGARY AREA OFFICE

#450 – 2618 Hopewell Place NE, Calgary, AB T1Y 7J7
Tel.: (403) 235-6955 Fax: (403) 569-0032 / cupe.ca / scfp.ca

February 15, 2024

BY MAIL & EMAIL
(jim.sullivan@lynxair.com)

James (Jim) Sullivan, Interim CEO
Lynx Air (1263343 Alberta Inc.)
3215 12 Street NE
Calgary AB T2E 7S9

Dear Mr. Sullivan:

**Re: Notice to Bargain between Canadian Union of Public Employees and Lynx Air
(1263343 Alberta Inc.)**

Now that a Certificate has been issued by the Canadian Industrial Relations Board, and in accordance with s. 48 of the Canada Labour Code, the Union hereby serves notice to bargain on the Employer. Pursuant to s. 50(a) of the Canada Labour Code, the parties are required to meet within twenty (20) days of notice to commence collective bargaining unless the parties otherwise agree.

The Union proposes February 26th or March 4th for this meeting. We further propose that the meeting be held at the CUPE Calgary Area Office, #450 2618 Hopewell Place NE Calgary AB. It is our intention at this initial meeting to discuss bargaining procedures and protocols and to set future dates.

At this time, CUPE is also requesting the employer provide the names, addresses, phone numbers and bases for all members of the bargaining unit, to the following address:
#450 2618 Hopewell Place NE Calgary AB, T1Y 7J, Tel: (403) 235-6955 / Fax: (403) 569-0032

Thank you for your attention to these matters. Please feel free to contact me should you have any concerns or questions.

Yours truly,



BRIGITTE BENOIT
National Representative, Organizing

:dlw/cope491

cc: Ann Lennarson, Alberta Regional Director, CUPE
Sachia Longo, Legal and Legislative Representative, CUPE

I acknowledge receipt of this letter via email.

Jim Sullivan
Lynx Air (1263343 Alberta Inc.)

Date

MARK HANCOCK
National President/Président national

CANDACE RENNICK
National Secretary-Treasurer/Secrétaire-trésorière nationale

PATRICK GLOUTNEY, FRED HAHN, JUDY HENLEY, SHERRY HILLIER, KAREN RANALLETTA
General Vice-Presidents/Vice-présidences générales

Abir Shamim

From: Andrew J. Hatnay
Sent: March 5, 2024 5:05 PM
To: Van de Mosselaer, Randal; deryck.helkaa@fticonsulting.com;
dustin.olver@fticonsulting.com; comscollins@mccarthy.ca; wmacleod@mccarthy.ca;
pkyriakakis@mccarthy.ca; nstewart@mccarthy.ca; Treleaven, Julie;
brett.wilson@fticonsulting.com
Cc: Sachia Longo; Abir Shamim; Pratt, Elena
Subject: RE: Lynx Air - Canadian Union of Public Employees - WEPPA process

Hello, we are counsel for the CUPE Lynx Air flight crew Local.

We would like to have a call with you to discuss the roll out of the WEPPA process for the terminated employees.

As you can appreciate in the circumstances, our clients would like those payments to be processed for their members accurately and as soon as possible.

In particular, we would like to discuss the methodology and calculation of the employees' claims to ensure that they are accurate and include all claim categories for amounts owing to them, so that the employees can receive the maximum WEPPA payment under law. We have extensive experience calculating and processing WEPPA claims for terminated employees in insolvency proceedings and would like to review the Monitor's calculations before they are submitted to Service Canada, so that later corrections and delays can be avoided.

Please let us know if you are available for a call tomorrow afternoon to discuss.

Regards,
AJH



Andrew J. Hatnay

Partner

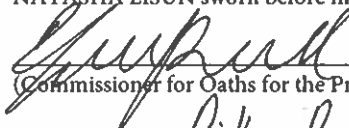
T: +1 416-595-2083 | M: +1 416-557-3633 | F: +1 416-204-2872 | E: ahatnay@kmlaw.ca

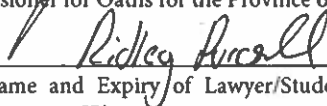
Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

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This is Exhibit "D" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.


(Commissioner for Oaths for the Province of Alberta)


(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Abir Shamim

From: Abir Shamim
Sent: March 12, 2024 5:19 PM
To: Turc, Justin; Andrew J. Hatnay; Shierman, Lindsay
Cc: Parker, Shaun; Van de Mosselaer, Randal; Janice Clark; Helkaa, Deryck; Liu, Hailey; Collins, Sean F.; Jim Sullivan
Subject: RE: [EXT] FW: Cabin Crew WEPP Methodology

Hi Justin,

In response to your email, we are writing to clarify the following:

Under the Code, employees are entitled to 16-weeks' pay in lieu of notice

As per section 212 of the Code, employees are entitled to 16 weeks of notice if they are terminated in a group of 50 or more:

Notice of group termination

212 (1) Any employer who terminates, either simultaneously or within any period not exceeding four weeks, the employment of a group of 50 or more employees employed by the employer within a particular industrial establishment, or of such lesser number of employees as prescribed by regulations applicable to the employer made under paragraph 227(b), shall, in addition to any notice required to be given under section 230, give notice to the Head, in writing, of his intention to so terminate at least 16 weeks before the date of termination of the employment of the employee in the group whose employment is first to be terminated.

The requirements under this provision have been outlined by the [federal government](#):

Notice of group termination

If you are an employer planning a group termination of employment, you must:


- notify the Labour Program's Head of Compliance and Enforcement in writing **at least 16 weeks before the termination of employment** is to take effect, **and**
- **immediately** give a copy of the notice to:
 - the Minister of Employment and Social Development Canada (ESDC)
 - the Canada Employment Insurance Commission, and
 - **any union representing the affected employees**, or
 - to the employees if they are not represented by a union, or
 - immediately post the notice in a visible place within the workplace in which your employees are employed. This may include electronic posting if all affected employees can readily access the notice

Case law has regularly acknowledged the 16-week statutory notice period:

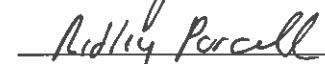
- *WestJet, an Alberta Partnership and Employees in the Service of WestJet, an Alberta Partnership, Re*, 2021 CarswellNat 2450

[49] As discussed later, a key consideration in WestJet's offer of two weeks severance per year of employment, and my acceptance of its position, is that **employees also received 16 weeks notice of their termination as required by section 212 of the Code**. WestJet relied on this provision to describe and justify the generosity of its offer. By example, WestJet indicated a 5-year employee would receive a very generous 26 weeks notice under its offer, comprised of **the 16 weeks notice already provided as required under section 212**, plus an additional 10 weeks as per its offer. WestJet argued that a

This is Exhibit "E" referred to in the Affidavit of NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/ Commissioner or JP)

severance of 26 weeks or approximately six months for a 5-year employee is well in excess of what an employee with such tenure would normally receive.

[50] I am satisfied that my jurisdiction includes consideration of section 212 and the 16-week statutory notice period as part of its consideration for its separation package offer and an indication of the generosity of its offer. Thus, WestJet itself considered it to be including within the separation package. The "contents of a separation package" are not limited; to the contrary, the wording provides a non-exhaustive list of considerations.

[51] Although section 212 sets out the 16-week notice, unlike section 230 (which it refers to), section 212 does not specifically set out employees are entitled to their regular rate of wages for the notice period. Despite the fact the section does not reference payment to employees of their regular rate of wages, this is the logical presumption.

- *ATU, Local 1374 and Saskatchewan Transportation Co. (Layoff of Bargaining Unit Employees), Re, 2018 CarswellNat 1948, [2018] SLAA No 5*

[102] With respect to damages for the breach of section 212 of the Code, the Union argues that I should calculate the wage loss for all employees affected by the insufficient notice. It concedes the Employer did provide notice on April 10, 2017, as to the number of employees that would be affected. The Union argues the damages are pay in lieu for the insufficient notice. The actual notice was 7 weeks and 3 days. **The required notice is at least 16 weeks.** The Union claims pay in lieu of notice together with benefits for the 16-week period commencing April 10, 2017, less the 7 weeks and 3 days. In the opening statement the Union said the claim was for 8 weeks and 3 days. By my calculation, it is 8 weeks and 4 days.

...

[163] The Union accepted the Employer provided notice of termination on April 10, 2017, and the notice period dictated by section 212 of the Code was partially fulfilled. Therefore, the entire 16-week period should not be used to calculate damages, **only that period of the 16 weeks for which notice was not provided.**

In the circumstances of this case, Lynx Air did not provide notice to the Head of Compliance and Enforcement, the Minister of ESDC, the Canadian Employment Insurance Commission, or CUPE. Given that the union and employees were not provided the statutory notice, the employees have a claim 16-weeks' pay in lieu.

CUPE is entitled to information regarding the employees within their bargaining unit

Section 126(2) of the *Bankruptcy and Insolvency Act* expressly refers to a union submitting a group Proof of Claim on behalf of its members. This claim amount should coincide with the WEPPA calculations completed by the Monitor. We are prepared to work with you to calculate the amounts owing to each employee to ensure they are accurate. We do that for virtually all insolvency files we work on, and trustees/monitors are cooperative.

The Canada Industrial Relations Board ("CIRB") has also noted a union must be able to access information regarding the employees within its bargaining unit in order to fairly represent its members.

In *Bank of Canada*, 2007 CIRB 387, the Board cited an Ontario decision in finding a union is entitled to information regarding its members:

[45] In *The Millcroft Inn Limited*, [2000] OLRB Rep. July/August 665, the OLRB examined the interplay between the union's statutory right to information and the employees' privacy rights:

37. The employees' privacy rights regarding the details of their names, addresses and telephone numbers are not such as to off-set the union's interest in being able to contact them readily and easily. They have accepted the union as their bargaining agent, as their collective bargaining representative. By doing so, they have conveyed to the employer and others that they want the union to speak on their behalf in their employment relations with the employer. The union is therefore ascribed the authority to communicate with them efficiently. The employees could have chosen to bargain individually with the employer; then the privacy of their phone numbers and addresses would be restricted between them and the employer. But they have not chosen that method of bargaining. They have chosen to bargain collectively with the employer through the union. Having made that election, they are bound by its consequences. They are represented by the union; the union speaks on their behalf; they may no longer speak directly with the employer over the terms and conditions of their employment,

that must be done through the union. Their individual privacy rights as employees have been partially superseded by the union's rights as their representative. In those circumstances the union must be placed in a position where it may easily communicate with them in order to represent them. The information necessary to do so is in the hands of the employer. Therefore, given my finding that the union is entitled to the information, and the employer has it and can give it, that is the easiest and most efficient method for its conveyance to the union.

(pages 673–674; emphasis added)

Accordingly, in order to represent employees within its unit, CUPE is entitled to the compensation data of its members, including a spreadsheet of the WEPPA calculations.

If you refuse to send us the CUPE members' employment data, which forms the basis of the union members' claim calculations, you are essentially forcing claim amounts on the members that the union has not seen and cannot verify. In those circumstances, the union will be forced to contact the employees directly to advise them of the amounts they are entitled to under WEPPA.

By not providing the employment data requested, you will bypass the union, which is contrary to labour laws, and will cause administrative delay in the WEPPA process.

Please provide the union members' employment data so we can review it and move forward with obtaining WEPPA payments for the terminated employees.

Please do not hesitate to contact us further.

Kind Regards,

Abir



Abir Shamim (she/her)

Associate

T: +1 416-595-2039 | F: +1 416-204-2876 | E: ashamim@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON., M5H 3R3

kmlaw.ca

From: Turc, Justin <JTURC@mccarthy.ca>

Sent: Tuesday, March 12, 2024 12:21 PM

To: Andrew J. Hatnay <ahatnay@kmlaw.ca>; Shierman, Lindsay <Lindsay.Shierman@fticonsulting.com>

Cc: Parker, Shaun <sparker@osler.com>; Van de Mosselaer, Randal <rvandemosselaer@osler.com>; Janice Clark <Janice.Clark@lynxair.com>; Helkaa, Deryck <Deryck.Helkaa@fticonsulting.com>; Liu, Hailey <Hailey.Liu@fticonsulting.com>; Collins, Sean F. <scollins@MCCARTHY.CA>; Abir Shamim <ashamim@kmlaw.ca>; Jim Sullivan <Jim.Sullivan@lynxair.com>

Subject: RE: [EXT] FW: Cabin Crew WEPP Methodology

Hi Andrew,

Thank you for your email (I have removed your third-party accountant from this email chain).

Under the *Canada Labour Code*, there is no express entitlement to pay in lieu of notice of group termination (in contrast to individual termination notice). Please provide any authorities CUPE is relying on for the inclusion of the 16 weeks in WEPPA calculations for our consideration.

If you would like us to consider any further comments on the methodology, please provide them to us as soon as possible. At this time, we will not be sharing a spreadsheet of the WEPPA calculations as we intend to submit the WEPPA notices as soon as possible and as a discussion on the methodology should resolve any material concerns.

Kind regards,

Justin



Justin Turc
Partner | Associé
Labour and Employment | Travail et emploi
T: 403-260-3565
C: 403-837-8565
E: jturc@mccarthy.ca

McCarthy Tétrault LLP
Suite 4000
421 - 7th Avenue SW
Calgary AB T2P 4K9

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From: Andrew J. Hatnay <ahatnay@kmlaw.ca>
Sent: Tuesday, March 12, 2024 7:31 AM
To: Shierman, Lindsay <Lindsay.Shierman@fticonsulting.com>
Cc: Turc, Justin <JTURC@mccarthy.ca>; Parker, Shaun <sparker@osler.com>; Van de Mosselaer, Randal <rvandemosselaer@osler.com>; Janice Clark <Janice.Clark@lynxair.com>; Helkaa, Deryck <Deryck.Helkaa@fticonsulting.com>; Liu, Hailey <Hailey.Liu@fticonsulting.com>; Collins, Sean F. <scollins@MCCARTHY.CA>; Abir Shamim <ashamim@kmlaw.ca>; Jim Sullivan <Jim.Sullivan@lynxair.com>; Jim Merryweather (jmerryweather@schonfeldinc.com) <jmerryweather@schonfeldinc.com>
Subject: Re: [EXT] FW: Cabin Crew WEPP Methodology

Good morning Lindsay,

1. Our client would like to see the spreadsheet you have with the names of their CUPE members and the data points used for their severance calculations i.e., names, date of hire, rate of pay, position, so that CUPE can cross-check that data with their own member records and ensure there are no errors and that accurate data is being used to calculate their severance. We requested that information on our call last Thursday.

As we also discussed, there is no privacy issue as these individuals are legally represented by CUPE, their union.

We have retained an accountant who we use to prepare group employee termination calculations in insolvency situations who is very familiar with these type of calculations and it also very quick, once we receive the spreadsheet. His name is James Merryweather and he is copied on this note.

2. We note in your email below that group termination of an additional 16 weeks notice under sections 212(1) and 230 of the CLC does not appear to be included in your methodology, which should be included in this case. We are reviewing the rest of your methodology and expect to have more comments.

Please send the spreadsheet as soon as you can.

Regards,
AJH



Andrew J. Hatnay

Partner

T: +1 416-595-2083 | M: +1 416-557-3633 | F: +1 416-204-2872 | E: ahatnay@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

From: Andrew J. Hatnay <ahatnay@kmlaw.ca>

Sent: Monday, March 11, 2024 5:51 PM

To: Shierman, Lindsay <Lindsay.Shierman@fticonsulting.com>

Cc: jturc@mccarthy.ca <JTURC@mccarthy.ca>; Parker, Shaun <sparker@osler.com>; Van de Mosselaer,

Randal <rvandemosselaer@osler.com>; Janice Clark <Janice.Clark@lynxair.com>; Helkaa, Deryck

<Deryck.Helkaa@fticonsulting.com>; Liu, Hailey <Hailey.Liu@fticonsulting.com>; Collins, Sean F.

<scollins@MCCARTHY.CA>; Abir Shamim <ashamim@kmlaw.ca>; Jim Sullivan <Jim.Sullivan@lynxair.com>

Subject: Re: [EXT] FW: Cabin Crew WEPP Methodology

We will review and need to discuss this with our client, CUPE. We will not be able to get back to you within 24 hours. We will connect with our client and get back to you with timing asap.

AJH



Andrew J. Hatnay

Partner

T: +1 416-595-2083 | M: +1 416-557-3633 | F: +1 416-204-2872 | E: ahatnay@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

From: Shierman, Lindsay <Lindsay.Shierman@fticonsulting.com>

Sent: Monday, March 11, 2024 5:35 PM

To: Andrew J. Hatnay <ahatnay@kmlaw.ca>

Cc: jturc@mccarthy.ca <JTURC@mccarthy.ca>; Parker, Shaun <sparker@osler.com>; Van de Mosselaer,

Randal <rvandemosselaer@osler.com>; Janice Clark <Janice.Clark@lynxair.com>; Helkaa, Deryck

<Deryck.Helkaa@fticonsulting.com>; Liu, Hailey <Hailey.Liu@fticonsulting.com>; Collins, Sean F.

<scollins@MCCARTHY.CA>; Abir Shamim <ashamim@kmlaw.ca>; Jim Sullivan <Jim.Sullivan@lynxair.com>

Subject: FW: [EXT] FW: Cabin Crew WEPP Methodology

Andrew,

Further to our call last week, please see below our methodology for calculating the cabin crew employee claims allowed under WEPPA.

If you have any comments, please provide them by **5:00 pm EST tomorrow** so that we can start sending out WEPP notices.

Unpaid Wages

\$NIL, as all wages were paid up to termination date.

Vacation Pay

Unpaid vacation provided by Lynx Air. Based on unpaid vacation accumulated from August 22, 2023, 6 months prior to the Initial Orders on February 22, 2024; per WEPPA standard.

Lynx is Federally regulated, as such, the Federal regulations and Canada Labour Code have been applied in calculating the below Individual Termination Pay and Severance Pay amounts.

"Rate" Determined as Follows:

- Cabin Crew are paid based on a day rate (the "Cabin Crew Day Rate"). This rate was applied to the respective number of days employee is entitled to under the statute termination and severance pay calcs as noted below:

Individual Termination pay calculated based on week

For employees with tenure of +3 months, they are entitled to the greater of 2 weeks pay or 1 week / year of service to a maximum of 8 weeks:

Calculated as Cabin Crew Day Rate x total number of days entitled to (1 week = 5 days)

Severance pay calculated based on day

For employees with tenure of +1 year, the greater of 2 days x # of years worked or 5 days:

Calculated as Cabin Crew Day Rate x total number of days entitled to

Kind Regards

Lindsay Shierman

Managing Director, Corporate Finance

FTI Consulting

+1.403.454.6036 T | +1.587.581.0361 M

lindsay.shierman@fticonsulting.com

Suite 1610, 520 5th Avenue SW

Calgary, AB T2P 3R7 Canada

www.fticonsulting.com

Confidentiality Notice:

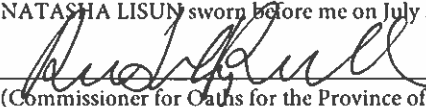
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This is Exhibit "F" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.

Claim Reference Number: 144
Estate ID No.: 00006822024
Monitor: FTI Consulting Canada Inc.
CCAA Filing Date: February 22, 2024
Debtor: 1263343 Alberta Inc. dba Lynx Air



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

ACTION REQUIRED – PLEASE READ

Re: In the Matter of the *Companies' Creditors Arrangement Act* ("CCAA") of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air (collectively, "Lynx Air" or the "Applicants")

Notice of *Wage Earner Protection Program Act*

Dear [REDACTED]

As you may be aware, on February 22, 2024 (the "Filing Date"), Lynx Air sought and obtained an initial order (the "Initial Order") from the Court of the King's Bench of Alberta (the "Court") under the *Companies' Creditors Arrangement Act R.S.C. 1985, c. C-36, as amended* ("CCAA"). The Initial Order provides, among other things, a stay of proceedings which may be extended from time to time. Pursuant to the Initial Order FTI Consulting Canada Inc. was appointed monitor (the "Monitor") of the Applicants. A copy of the Initial Order can be found on the website maintained by the Monitor at <http://cfcanada.fticonsulting.com/lynxair/> under the section heading, "Court Orders".

The *Wage Earner Protection Program Act* ("WEPPA") is a law that was enacted by the Federal Government to provide relief to, and compensate former employees for the loss of wages or other eligible amounts, including termination pay and severance pay, owed to them by an employer that becomes the subject of a qualifying insolvency proceeding.

Pursuant to subsections 5(1)(b)(iv) and 5(5) of WEPPA, Lynx Air meets the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations (the "WEPP Regulations"), and Lynx Air's former employees are eligible to receive payments under and in accordance with WEPPA following the termination of their employment. The Labour Program and Service Canada ("Service Canada") oversee the implementation and administration of the Wage Earner Protection Program ("WEPP").

Lynx Air's former employees may be eligible to make claims for any unpaid salaries, commissions, compensation for services rendered, other amounts prescribed by the WEPP Regulations (collectively, "Wages"⁴⁴) and/or vacation pay owing to them during the six month period immediately preceding the Filing Date (the "Eligibility Period"). Additionally, Lynx Air's former employees may be eligible to make claims for termination pay and severance pay that relate to employment that ended during the Eligibility Period.

The Monitor hereby gives notice of the existence of such program.

Please note that applications to the WEPP must be received no later than April 5, 2024. If you apply outside these deadlines, an explanation for the delay must be provided on your WEPP application form.

⁴⁴ As defined by the WEPPA, "wages" includes: salaries, commissions, compensation for services rendered, vacation pay, gratuities accounted for by the employer, disbursements of a travelling salesperson properly incurred in and about the business of the former employer, production bonuses, shift premiums that were earned during the six-month period prior to and up to the date of the Initial Order on February 22, 2024; and severance pay and termination pay that relate to employment that may have ended in that period.

Information pertaining to the WEPP may be obtained by visiting the Service Canada website at:

<https://www.canada.ca/en/employment-social-development/services/wage-earner-protection/employee.html>

Or by calling Service Canada directly at:

Toll free: 1-(866)-683-6516

An on-line application form to apply for payments under the WEPP may be obtained at the Service Canada website under "Apply".

If you do not wish to apply online, you can obtain a paper application form at your nearest Service Canada Centre. A list of Service Canada Centre's is available on the Service Canada website.

The Monitor informs you that in accordance with the WEPP Regulations, you are required to file a proof of claim form for amounts owing as at the Filing Date. Attached to this letter is a proof of claim form and instructions on how to fill out the proof of claim. A proof of claim must be completed by you and submitted to the Monitor prior to submitting a WEPP claim to Service Canada.

Please note that the Monitor is required to submit all information to Service Canada in respect of employee WEPP claims within a certain period following the Filing Date. In accordance with this deadline, proof of claims must be received by the Monitor by **April 5, 2024**. **If you apply outside these deadlines, an explanation for the delay must be provided on your WEPP application form.** Claims cannot be processed without the valid submission of a proof of claim filed with the Monitor.

According to Lynx Air's records you have an eligible claim totaling **\$2,833.77**. This includes claims for unpaid wages, vacation pay, and statutory termination pay in lieu of notice ("**Eligible Claim**"). A summary of how this was calculated is shown below:

Date Employment Ended	2/25/2024
Unpaid Wages	\$ -
Unpaid Vacation	\$1,415.27
Termination Pay	\$1,418.50
Severance Pay	\$0.00
Eligible Claim Total	\$2,833.77

Please note that regardless of the amount of your Eligible Claim, under the WEPPA, the 2024 maximum amount payable to employees is \$8,507.66.

If you agree with the Eligible Claim amount it is important that you input this exact amount when completing your proof of claim. If you disagree with the above Eligible Claim amount, please email the Monitor.

The following steps **must be completed in the following order** to complete your WEPP claim:

Step 1 – If you agree with Eligible Claim amount proceed to step 2, otherwise contact the Monitor to discuss. The Monitor has used Lynx Air's records to determine the amounts owed to you. If you disagree, you must provide sufficient back-up to prove the amounts owed to you are different than what has been summarized above.

Step 2 - Complete the proof of claim form and return to the Monitor (Instructions provided below). Proceed to Step 3.

Step 3 – Once you have received notice from the Monitor that your WEPP claim has been submitted to Service Canada proceed to Step 4.

Step 4 - Submit WEPP claim to Service Canada (instructions provided below).

If you disagree with the Eligible Claim amount and have sufficient back up to support a change in the claim amount please send the necessary back up via email to the Monitor at Employee.LynxAir@FTIConsulting.com

Yours sincerely,

FTI Consulting Canada Inc.
in its capacity as Monitor of
Lynx Air and not in its personal or corporate capacity

Instruction letter for Employees Regarding Filing out Proof of Claim

The proof of claim form is an important part of the WEPP application process. Service Canada requires that a proof of claim be submitted before an individual's application for payment can be completed.

Instructions:

On the proof of claim form ("POC Form"), you will be required to fill out the following:

1. Your name, SIN, address (including city, province and postal code), email and phone number in the creditor information section
 - a. Note: your SIN number is used as your personal identification for your WEPP claim with Service Canada.
2. The full legal name of the Applicants in the section "In the Matter of". This can be found at the top of this letter.
3. The date the Initial Order was granted and Lynx Air was placed into CCAA protection in the section "Filing Date". This can be found at the top of this letter.
4. Input amounts in the above Eligible Claim table into the POC Form under the corresponding line items.
5. Date and sign on the creditor line.
6. Witness signature on witness line.

You have now completed the POC Form. **You will need to send the POC Form to the Monitor (see below) as soon as possible. The Monitor will then need to submit your WEPP claim to Service Canada before you can submit your online forms and complete the WEPP process.**

Your POC Form can be submitted to the Monitor in one of two ways:

1. If you are able to scan the signed documents, you can email them to the Monitor at: Employee.LynxAir@fticonsulting.com (preferred and most expedient way to complete WEPP process); or
2. You can mail the documents to our address:

FTI Consulting Canada Inc.,
in its capacity as Monitor of the Lynx Air
Suite 1610, 520 – 5th Avenue SW
Calgary, Alberta
T2P 3R7

Instruction letter for Employees Regarding Filling out WEPP forms Online

Once you have sent the Monitor your POC Form and received notice back from the Monitor that your WEPP claim has been submitted to Service Canada, you can go to the below website to fill out your WEPP forms online:

<https://www.canada.ca/en/employment-social-development/services/wage-earner-protection/employee/apply.html>

Then chose the "Apply for the WEPP online" in the first line of the information.

You will need both your SIN and the Estate ID (found at the top of this documentation and the POC Form) to begin your WEPP forms.

If you have any issues completing or submitting the WEPP forms online you can call the WEPP information line at 1-866-683-6516 or go to the below website for assistance:

<http://www.servicecanada.gc.ca/tbsc-fsco/sc-hme.jsp?lang=eng>

You have now completed your WEPP claim. According to the WEPP website, you should receive payment of your WEPP claim between 4 and 6 weeks after submission. If you have any further questions regarding WEPP please visit the website below:

<http://www.servicecanada.gc.ca/eng/sc/wepp//index.shtml>

Required information for online WEPP claim submission:

Estate ID: 00006822024

Monitor: FTI Consulting Canada Inc.

Name of Debtor: 1263343 Alberta Inc. dba Lynx Air

Address of Debtor: 3215 12 St NE, Calgary, AB, T2E 8T3

CCAA Filing Date: 2/22/2024

Date employment ended: 2/25/2024

Estate ID: 00006822024

PROOF OF CLAIM

In the Matter of the *Companies' Creditors Arrangement Act* ("CCAA") of
Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air (collectively, "Lynx Air" or the
"Applicants")

CREDITOR INFORMATION

Name: _____

Social Insurance Number: _____

Address: _____

Email: _____

Phone Number: _____

IN THE MATTER OF: _____

Filing Date: _____

Date Employment Ended	
Unpaid Wages	
Unpaid Vacation	
Termination Pay	
Severance Pay	
Eligible Wage Claim	

Dated _____ Day of _____, 2024

Witness

Creditor



McCarthy Tétrault LLP
Suite 4000
421-7th Avenue S.W.
Calgary AB T2P 4K9
Canada
Tel: 403-260-3500
Fax: 403-260-3501

Justin Turc
Direct Line: (403) 260-3565
Email: jturc@mccarthy.ca

Assistant: Erin Bell
Direct Line: (403) 260-3660
Email: ebell@mccarthy.ca


March 13, 2024

Via Email (ahatnay@kmlaw.ca)

Koskie Minsky LLP
20 Queen Street West
Suite 900
Toronto, ON M5H 3R3

Attention: Andrew J. Hatnay

This is Exhibit "G" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Dear Mr. Hatnay:

Re: Lynx Air and Canadian Union of Public Employees

We write as counsel for FTI Consulting Canada Inc. ("**Monitor**"), the court appointed monitor in the CCAA proceedings of Lynx Air and further to your email correspondence yesterday (March 12, 2024).

Pursuant to s. 21 of the *Wage Earner Protection Program Act*, we confirm that the Monitor will be sending WEPPA notices to all eligible employees tomorrow morning. The Monitor took cognizance of the matters raised in your email correspondence yesterday and determined that, in the circumstances, the WEPPA notices should be submitted without further delay, for reasons including because:

- (i) several former employees of Lynx Air have contacted Lynx to express concerns with delay in administering WEPPA payments; and
- (ii) the Monitor does not agree with the comments set out in the email under reply relative to CUPE's position surrounding the methodology for calculating eligible wages under WEPPA. Specifically, CUPE seeks the inclusion of pay in lieu of notice of group termination under the *Canada Labour Code*. The Monitor's view is that there is no express entitlement to pay in lieu of such notice under the *Canada Labour Code*. While we are aware that some arbitrators have awarded damages equivalent to 16 weeks' notice of group termination in certain grievances, the authorities are not applicable to the present circumstances of the termination being necessitated by the cessation of operations occasioned by a liquidity crisis and the ensuing commencement of the CCAA proceedings. There is no authority for the inclusion of pay in lieu of notice of the group termination in the context of a WEPPA claim or CCAA proceedings.

As such, the methodology for calculating eligible wages for the bargaining unit was done on the basis as set out in FTI's email to you of March 11, 2024.

Yours truly,

McCarthy Tétrault LLP



Justin Turc
Partner

KOSKIE MINSKY

JUSTICE MATTERS

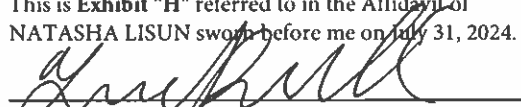
March 15, 2024

Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

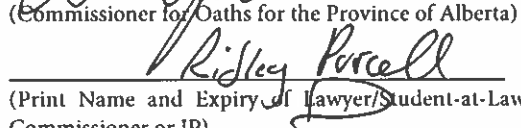
Via E-mail

McCarthy Tétrault LLP
Suite 4000, 421-7th Avenue S. W.
Calgary, Alberta T2P 4K9

This is Exhibit "H" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Attention: Justin Turc
Dear Mr. Turc:

**Re: *In the Matter of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba
Lynx Air, Court File No. 2401-02664
CUPE Cabin Crew Members Bargaining Unit
Undercalculation of Cabin Crew Severance Amounts for WEPPA Process
Our File No. 16407-240298***

As you know, we are counsel to CUPE, the union that is the bargaining agent for the Lynx Air cabin crew employees under the *Canada Labour Code*, R.S.C. 1985, c. L-2 (the "Code").

The unionized Lynx Air cabin crew number approximately 246 individuals who were terminated en masse by the company on or about February 22, 2024, after Lynx Air applied for and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"). Lynx is not restructuring and is liquidating while under CCAA protection.

We write further to your letter of March 13, 2024. In that letter, you informed us that the Monitor will be sending WEPPA notices with the Monitor's calculations of amounts owing to all eligible cabin crew employees without including a claim for 16 weeks notice based on the mass termination notice requirements on employers under section 212 of the Code. We had previously provided the legal basis to include a mass termination claim for the employees in our email of March 12, 2024, and in respect of which WEPPA would make a payment to them.

The exclusion by the Monitor of the 16 weeks mass termination notice in the claim it prepared in respect of the cabin crew members deprives those employees of the full amount they can receive from WEPPA, which for 2024 is a maximum of \$8507.66 per employee. Given the sudden loss of their jobs without any severance pay, the unknown amount and timing of a distribution to creditors from the estate of Lynx Air, if any, the employees urgently require the assistance of a WEPPA payment in the highest amount possible.

Over the past ten days, we have tried to work cooperatively with the Monitor and its counsel to ensure that the terminated employees' severance calculations are accurately calculated and that they can obtain the maximum amount they are eligible for under WEPPA.

In our email to the Monitor of March 5, 2024, we requested a copy of the Monitor's draft WEPPA calculations for each employee to ensure they were accurate and so that later corrections and delays could be avoided. As stated in our email, this was done to confirm WEPPA payments for the employees would be processed "as soon as possible." We restated this and our request for the WEPPA calculations in our call with you and the Monitor on March 7, 2024. We have not received a response to this request.

1. The exclusion of the *Canada Labour Code* mass termination notice is incorrect and shortchanges the employees

On March 11, 2024, the Monitor sent us an outline of the methodology it planned to apply to calculate the WEPPA claims, and only provided us 24 hours to review. Despite the very short turnaround, we identified the omission of the mass termination provision under section 212 of the Code and again, we requested a copy of the WEPPA calculations for each employee. You responded that "[t]here is no authority for the inclusion of pay in lieu of notice of the group termination in the context of a WEPPA claim or CCAA proceedings." We disagreed and in our email of March 12, 2024, we provided legal authority to include the mass termination notice for the employees. You then responded that a claim for mass termination would not apply "to the present circumstances of the termination being necessitated by the cessation of operations occasioned by a liquidity crisis and the ensuing commencement of the CCAA proceedings."

That position is incorrect. As we expect you are aware, in *Rizzo & Rizzo Shoes Ltd., (Re)*, [1998] 1 SCR 27, the Supreme Court of Canada held that terminated employees have a right to claim termination pay in lieu of notice and severance pay where their termination resulted from the insolvency of their employer:

[28] The trial judge properly noted that, if the *ESA* termination and severance pay provisions do not apply in circumstances of bankruptcy, those employees "fortunate" enough to have been dismissed the day before a bankruptcy would be entitled to such payments, but those terminated on the day the bankruptcy becomes final would not be so entitled. In my view, the absurdity of this consequence is particularly evident in a unionized workplace where seniority is a factor in determining the order of lay-off.

...

[40] As I see the matter, when the express words of ss. 40 and 40a of the *ESA* are examined in their entire context, there is ample support for the conclusion that the words "terminated by the employer" must be interpreted to include termination resulting from the bankruptcy of the employer. Using the broad and generous approach to interpretation appropriate for benefits-conferring legislation, I believe that these words can reasonably bear that construction (see *R. v. Z. (D.A.)*, 1992 CanLII 28 (SCC), [1992] 2 S.C.R. 1025). I also note that the intention of the Legislature as evidenced in s. 2(3) of the *ESAA*, clearly favours this interpretation. **Further, in my opinion, to deny employees the right to claim *ESA* termination and severance pay where their termination**

has resulted from their employer's bankruptcy, would be inconsistent with the purpose of the termination and severance pay provisions and would undermine the object of the *ESA*, namely, to protect the interests of as many employees as possible.

[41] In my view, the impetus behind the termination of employment has no bearing upon the ability of the dismissed employee to cope with the sudden economic dislocation caused by unemployment. As all dismissed employees are equally in need of the protections provided by the *ESA*, any distinction between employees whose termination resulted from the bankruptcy of their employer and those who have been terminated for some other reason would be arbitrary and inequitable. Further, I believe that such an interpretation would defeat the true meaning, intent and spirit of the *ESA*. Therefore, I conclude that termination as a result of an employer's bankruptcy does give rise to an unsecured claim provable in bankruptcy pursuant to s. 121 of the *BA* for termination and severance pay in accordance with ss. 40 and 40a of the *ESA*. Because of this conclusion, I do not find it necessary to address the alternative finding of the trial judge as to the applicability of s. 7(5) of the *ESA*.

In that case, approximately 873 employees were terminated¹ and the Supreme Court considered the applicable mass termination provision and held it to apply:

[18] The statutory obligation upon employers to provide both termination pay and severance pay is governed by ss. 40 and 40a of the *ESA*, respectively. The Court of Appeal noted that the plain language of those provisions suggests that termination pay and severance pay are payable only when the employer terminates the employment. For example, the opening words of s. 40(1) are: "No employer shall terminate the employment of an employee. . . ." Similarly, s. 40a(1a) begins with the words, "Where . . . fifty or more employees have their employment terminated by an employer. . . ." Therefore, the question on which this appeal turns is whether, when bankruptcy occurs, the employment can be said to be terminated "by an employer".

The Supreme Court held that employees who are terminated during the bankruptcy of their employer have the same claim for termination pay in lieu of notice and severance pay under mass termination provisions as any other employee would have who is terminated as a result of the actions of an employer.

Accordingly, the terminated employees of Lynx Air have a claim for 16 weeks termination pay in lieu of notice as per the mass termination provision under section 212 of the Code. The Monitor's

¹ *Rizzo and Rizzo Shoes Ltd., (Re)*, [1991] OJ No 2158 at para 11.

exclusion of this mass termination provision is an error and results in an undercalculation of the employees' claim for WEPPA.

Please immediately correct the employees' claim amounts to include 16 weeks mass termination notice or we will seek instructions to bring this before the court for resolution.

2. Union's request for its members' employment data

Your letter of March 13, 2024 does not respond to our ongoing request for the union members' employment data so that the union can verify their severance calculations, as set out in our emails of March 5 and March 12, 2024. We provided the legal support for that request in our email of March 12, 2024.

We are informed that CUPE sent the same request to Lynx Air on February 15, 2024, one week after the union was certified (with the consent of Lynx) as a bargaining agent for the cabin crew members. This request came in before the CCAA filing. Although the receipt of that email was acknowledged by Jim Sullivan of Lynx Air, the information was not provided to the union.

Again, please provide the full employment data of the members, including their start date, pay rate and hours worked.

3. Other employee claim calculation errors

Our client is now receiving calls and emails from their members that the Monitor/company has erred by not including the vacation pay owing to them in the employees' claim calculations. The terminated employees have claims for their unused vacation days in addition to severance, which was not paid by Lynx.

Further, we have been informed that the company has failed to include credits for members' reserve shifts in their determination of total hours worked. This contradicts article 18 of the Lynx Air Cabin and Crew Member Work Rules Handbook and underreports the number of each members' insurable hours in their Record of Employment ("ROE").

Please also correct these omissions.

We are available to discuss.

Yours truly,
KOSKIE MINSKY LLP



Andrew J. Hatnay
AJH/vdl

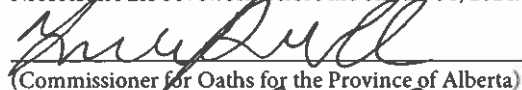
cc. Clients
Abir Shamim, *Koskie Minsky LLP*

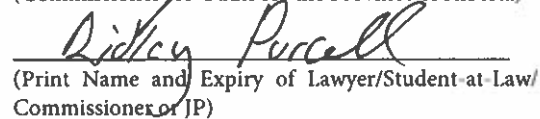


CABIN CREW MEMBER WORK RULES HANDBOOK

V10-26JULY2023

This is Exhibit "I" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.


(Commissioner for Oaths for the Province of Alberta)


(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

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ARTICLE 1 DEFINITIONS

Term	Explanation / Definition
Company	Lynx Air.
Credit / Credit Hour	The unit of time that a Cabin Crew Members earns for pay and scheduling purposes.
Master Seniority List (MSL)	The list of all Cabin Crew in order of seniority.
Non-Pairing Activities	All Company duties not directly related to aircraft operation (e.g., training, meetings, committees, etc.).
Red-eye Duty Period	A duty period which contains a Red-eye Flight.
Release Time	The time Cabin Crew Member is released from duty.
Report Time	The time designated by the Company for the Cabin Crew Member to report to duty.
Reserve Block	Multiple consecutive Reserve Periods assigned to a Cabin Crew Member.
Reserve Holder	A Cabin Crew Member who has been assigned a Reserve Period(s) including return to duty (RTD) reserve.
Reserve Period	A single duty period in which a Cabin Crew Member is scheduled to be on call.
Time Away from Base (TAFB)	The elapsed time which commences at the Cabin Crew Member's actual Report Time of a pairing and concludes at the actual Release Time at the end of the pairing.
Active	The status of being employed as Cabin Crew Member by the Company and eligible to be assigned for duty.
Day Off	A Scheduling Day / Day between pairings, or a Scheduling Day / Day between non-pairing activities, which is free of duty.
Deadhead	Transportation of an on-duty Cabin Crew Member as a passenger.
Inactive / Inactivity	The status of being employed as a Cabin Crew Member by the Company and ineligible to be assigned for duty.
Minimum Monthly Pay Guarantee (MMG)	The minimum guarantee a Cabin Crew Member shall be paid during a monthly scheduling period.
Charter	A flight or flights that are contracted by a person or group.
Red-eye Flight	A flight which is scheduled to operate through 0200 local time at the airport where the flight departed.
Affected Base	The base from which Cabin Crew Member is laid off.

Term	Explanation / Definition
Shift Trade	A pairing or partial pairing swap between two (2) Cabin Crew Member or a drop of a pairing or partial pairing by a Cabin Crew Member and subsequent pick-up of that pairing or partial pairing by another.
North America	For the purposes of this policy, stations in North America are destinations in Canada, the United States.
Intercontinental	For the purposes of this policy, stations outside of North America.
Status	The Cabin Crew Member's assigned status of full-time or part-time.
Aircraft Qualifications	The type of aircraft in which a Cabin Crew Member is qualified to operate.
Domicile	The Canadian city with active Lynx Air service that is close to the Cabin Crew Member's Designated Primary Residence.
Designated Primary Residence	The location in Canada where a Cabin Crew Member resides, which may be different from the Cabin Crew Member's base.
Cabin Crew Member	An employee of the Company who is a Cabin Crew Member. Role may be referred to as Cabin Crew Member, Cabin Crew or Cabin Personal.
Available Day	A Day that a Cabin Crew Member makes themselves available for an additional Day of Work when he / she is not previously scheduled for duty. Subject to Canadian Aviation Regulations (CARs), a Cabin Crew Member may make themselves available for any day that is not assigned duty.
Positioning	The transfer of a Cabin Crew Member from one location to another, at the request of the Company, but does not include travel to, or from, suitable accommodation.
Premium Pay	Additional pay that applies to a Cabin Crew Member for specified in-flight training and services.
Per Diem	A payment to a Cabin Crew Member to cover living expenses while on a Pairing where no meals are provided.
Flight Operations Suite	The software product(s) which are utilized to support and automate tasks such as crew qualifications, crew planning, crew scheduling, and other day- to-day operations activities. Sometimes referred to as Flight Operations Software.
Scheduled Day Off (SDO)	A scheduled day off (SDO) is a day off after 0059.

ARTICLE 2 SCOPE

2.1 General

2-1.1 Subject to the application of the *Canada Labour Code*, or any other statute or applicable law, this Policy 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.

ARTICLE 3 CLASSIFICATION

3.1 Classification

3-1.01 Cabin Crew Member is responsible for performing and assisting in the performance of all in-flight and flight-related ground duties, as may be required by the Company. These responsibilities include but are not limited to maintaining the safety and security of customers, crew members, and the aircraft and delivering cabin service to customers. Each Cabin Crew Member is qualified to operate as the in-charge position and will be scheduled as in-change based on scheduling requirements through (dedicated or random assignment)

3-1.02 All new hire Cabin Crew Members will be hired as full-time unless otherwise specified based on operational requirements (full-time, part-time, contractor)

3-1.03 When a classification of part-time Cabin Crew Members is required, existing full-time Cabin Crew Members will have the opportunity to submit their request to change from full-time to part-time status. If the total number of Cabin Crew Member (s) exceed the number of part-time positions available, then selection will be given based on the seniority Master Seniority List (MSL) starting with the highest tenured Cabin Crew Member. The Cabin Crew Member must be active as a Cabin Crew Member and in an assignment position to be considered. Upon completion of internal selection, the Company will hire new Cabin Crew Member (s) into a part-time classification.

3-1.04 A Cabin Crew Member is not permitted to return to previous classification unless the Company is recruiting for that status and the Cabin Crew Member must submit their request as listed above.

3-1.05 Cabin Crew Members may request to move from a full-time or part-time classification to a contractor role. A change in classification must be submitted in writing to the Cabin Crew Member's direct leader. Classification changes are not guaranteed and will be reviewed and a response with approval or denial will be sent in writing back to the Cabin Crew Member. Submitting a request for a classification change is not a placeholder for future company classification changes if denied. Should the company post classification changes, a new submission is required by the Cabin Crew Member. All subsequent benefits, travel privileges and required flying requirements are in effect as per the contractor policy.

ARTICLE 4 AMENDMENTS TO THE HANDBOOK

4-1.01 This Agreement shall supersede all representations including but not limited to, past practices, base-specific practices, side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied prior to the effective date of these work rules unless such agreements or their terms and conditions are specifically incorporated into these work rules or communicated as an amendment.

4-1.02 Any amendments to this Handbook on working conditions that differ from or are not provided for in these work rules must be executed in writing by the Director, Inflight, or designate and agreed upon by designate for the Company.

4-1.03 The Company advises there may be instances in which the Company needs to review and amend language in these work rules. A written notice will be provided, and work rules will be updated and republished.

ARTICLE 5 PROBATION

5-1.01 A new hire Cabin Crew Member shall be required to serve a probationary period of twelve (12) months of Active service commencing on their first scheduled day of training.

5-1.02 Upon completion of Initial Ground School training, A Cabin Crew Member is not permitted to shift trade the first 10 working days of their first month's line schedule. This ensures that required evaluation (s) have been completed with a scheduled Line Support Crew Member.

5-1.03 If a Cabin Crew Member is absent from Active service for more than fourteen (14) consecutive days during their probationary period, the Company may extend their probationary period by an equivalent number of Days.

5-1.04 The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of a Cabin Crew Member during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith.

ARTICLE 6 SENIORITY AND POSITION TRANSFERS

6.1 General

6-1.01 Seniority shall govern the rights between the Cabin Crew Member in accordance with the following articles:

- Leaves of Absence;
- Filling of Vacancies;
- Scheduling;
- Reserve;
- Vacation, Statutory Holidays and GDOs;
- Layoff and Recall.

6.2 Cabin Crew Member Master Seniority List

6-2.01 The Company shall maintain a Master Seniority List (MSL) for Cabin Crew Member. The MSL shall be published and updated on the first Calendar Day of each month. The MSL shall be posted electronically on the Electronic Flight Bag (EFB) and shall remain there until replaced by an updated list.

6-2.02 The MSL shall show seniority by name, in order using a numbering system (e.g., 1, 2 etc.)

6.3 Correction to Master Seniority List

6-3.01 A Cabin Crew Member shall have thirty (30) calendar days following publication of the MSL to contest, in writing, to the Cabin Crew Members direct leader any alleged error or omission related to them.

6-3.02 Cabin Crew Member may not contest the same alleged error or omission twice.

6.4 Attribution of Position on Master Seniority List

6-4.01 Cabin Crew Member seniority shall begin to accrue on the first day of training.

6.5 Forfeiture of Seniority

6-5.01 Except as otherwise stated in this Policy, a Cabin Crew Member shall be removed from the MSL and shall forfeit all rights at such time as:

1. They are no longer employed as a Cabin Crew Member.
2. They are on layoff for a period greater than three (3) years.
3. They decline a recall opportunity, in accordance with Layoff and Recall.
4. They neglect to answer a recall opportunity, in accordance with Layoff and Recall.

6.6 Transfer to a Term Position Outside of the Inflight Department

6-6.01 A Cabin Crew Member who applies and transfers to a term position outside of the Inflight Department shall retain and accrue seniority up to the period of 12 months from the first day of the term position. In the event of an extension to the term position past 12 months, the Cabin Crew Member would be removed from the MSL and be moved to the lowest seniority position upon completion of the term position.

6.7 Assigned To a Term Position

6-7.01 A Cabin Crew Member that is assigned to a term position within or outside of the Inflight Department shall retain and accrue seniority on the MSL up to the period of 12 months from the last day worked as a Cabin Crew Member. In the event of an extension to the term position past 12 months, the Cabin Crew Member would be removed from the MSL and be moved to the lowest seniority position upon completion of the term position.

6.8 Transfer to a Permanent Position Within Inflight Department

6-8.01 A Cabin Crew Member that transfers to a position within the Inflight Department shall retain and accrue their seniority on the MSL providing qualifications are maintained.

6.9 Transfer to a Permanent Position Outside Inflight Department

6-9.01 A Cabin Crew Member that transfers to a position outside the Inflight Department will be removed from seniority MSL 6 months after the last day worked as a Cabin Crew Member.

ARTICLE 7 ACCOMMODATION AND RELOCATION

7.1 Medical Accommodation

7-1.01 The procedure to determine if a Cabin Crew Member is fit to perform the duties of their job or such other modified duties must be made in such a way as to protect the confidentiality of the Cabin Crew Member's medical information. The medical information the Company may seek to obtain shall be limited to:

- Objective medical information outlining restrictions or limitations.
- Expected duration of such restrictions or limitations.
- The nature of the illness or injury and prognosis for recovery.
- The Cabin Crew Member's fitness to return to work and expected return to work date.

7.2 Travel Privilege Accommodation

7-4.01 Unless it conflicts with a Cabin Crew Member's medical restrictions or limitations, the Cabin Crew Member on accommodation shall not be prevented from using any company travel privileges.

7.3 Relocation and Base Transfer

7-5.01 The Company will only provide relocation assistance to Cabin Crew Member in the following circumstances:

- a) When the Company closes a base, and the Cabin Crew Member is required by the Company to transfer to another base.
- b) To a Cabin Crew Member who has been recalled from layoff and assigned to a base other than the base that they held at the time of the layoff.

7-5.02 A Cabin Crew Member may request a base transfer by submitting in writing to their direct leader. This request will be considered based on operational requirements and if approved, the Cabin Crew Member will be responsible for relocation and moving expenses. The Company will make every best effort to schedule a block of time within the Cabin Crew Members published schedule to allow for the relocation.

7-5.03 The Company will communicate to all Cabin Crew Member via email when a base transfer is available. Cabin Crew Members will have the opportunity to submit their request to transfer. The Company will determine approved transfers using the master seniority list from highest seniority to lowest and approved transfers will be sent via email with an effective date. The Cabin Crew Member will be responsible for their relocation. The Company will hire externally to fill workforce needs at all bases as required.

ARTICLE 8 TRAVEL PRIVILEGES

8-1.01 Cabin Crew Member shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy.

ARTICLE 9 SICK AND PERSONAL LEAVE

9.1 General and Booking off Sick for a Pairing or Reserve

9-1.01 Sick leave shall be provided to a Cabin Crew Member who is absent from work due to a *bona fide* illness or injury that is not covered under the provisions of workers' compensation legislation and will be administered in accordance with such intent.

9-1.02 A Cabin Crew Member who is unable to report for duty due to sickness must notify Crew Scheduling by phone no later than **two and a half hours (2.5) hours**, or as soon as possible in extenuating circumstances out of the control of the Cabin Crew Member, before their pairing Report Time or the beginning of their reserve call-out window.

9-1.03 Cabin Crew Member reporting sick less than two and a half hours (2.5) hours will be coded as late sick until the Cabin Crew Member's Inflight Team Leader reviews.

9-1.04 For a pairing the Cabin Crew Member will be deemed to be sick the entire duration of the scheduled pairing.

9-1.05 For a Reserve Day the Cabin Crew Member is required to call each day of a Reserve Block for the next day of Reserve if sickness is extended otherwise the Cabin Crew Member will be considered fit to return to duty.

9.2 Sick Leave

9-2.01 All Full-time Cabin Crew Member shall receive an initial allotment of ten (10) sick days per calendar year, prorated from their Initial Start Date. Cabin Crew Member shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to their initial new hire allotment.

9-2.02 Sick days, including those days when a Cabin Crew Member is compensated via disability insurance, are only applicable to scheduled Days of Work and do not contribute to Level Status totals as per a regular Day of Work.

9-2.03 A Cabin Crew Member who utilizes their banked sick leave shall be pay-protected for their originally scheduled day of work for that duty period, provided the Cabin Crew Member has banked sick leave available to them.

9-2.04 Sick leave may only be utilized in full-Day increments. If a Cabin Crew Member utilizes banked sick leave for a portion of a duty period, a full-Day of banked sick leave will be utilized. Sick leave Days utilized shall be deducted from the Cabin Crew Member's sick leave bank.

9-2.05 If a Cabin Crew Member has insufficient banked sick leave remaining, any additional sick leave Days taken shall be without pay.

9-2.06 Cabin Crew Member who can return to duty from sick leave or paid personal leave prior to the Release Time of their original pairing shall be returned to duty as outlined in Article – Scheduling – Return to Duty from Sick Leave.

9-2.07 Sick leave pay protection shall not extend to cover any overtime and / or premium assignments not completed.

9-2.08 Cabin Crew Member may not utilize their banked sick leave for any period of time in which they are eligible to apply for or receive income replacement benefits under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.

9-2.09 For each occurrence of an illness or injury, Cabin Crew Member may only utilize their banked sick leave within a ten (10) consecutive Calendar Day period.

9-2.10 A Cabin Crew Member may be required by the Company to provide a doctor's certificate to substantiate their inability to work due to illness or injury if they are absent from work 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 three (3) Calendar Days after the date the Cabin Crew Member returns to work from sick leave.

9-2.11 The cost of a doctor's certificate, if requested by the Company pursuant to the above, will be the responsibility of the Cabin Crew Member.

9-2.12 Cabin Crew Member shall continue to be deemed Active while on sick leave. A Cabin Crew Member shall convert to Inactive status upon becoming eligible to apply for or receive Long-Term Disability benefits.

9-2.13 Banked sick leave is to be used when Cabin Crew Member are absent from work due to a *bona fide* non-occupational illness or injury.

9-2.14 When a Cabin Crew Member is no longer employed by the Company all accrued banked sick leave shall be cancelled.

9.3 Personal Leave

9-3.01 A Cabin Crew Member may, in each calendar year, may utilize up to three (3) Days of their banked personal leave as outlined in the personal banked policy.

9-3.02 For the purposes of the above, personal days may be requested for circumstances necessitating a reason for the leave, examples of personal leave reasons may include:

1. Carrying out responsibilities related to the health or care of any of the Cabin Crew Member's family members.
2. Carrying out responsibilities related to the education of any of the Cabin Crew Member's family members who are under eighteen (18) years of age.
3. Addressing any urgent matter concerning themselves or the Cabin Crew Member's family members.
4. Attending the Cabin Crew Member's citizenship ceremony under the *Citizenship Act*

(Canada); or

5. For any other personal leave reason prescribed by regulations under the *Canada Labour Code*.
6. Personal leave cannot be added before or after a vacation day or block.

9-3.03 A Cabin Crew Member requesting a personal leave above shall be required to report to the Company the circumstances necessitating the personal leave.

9-3.04 The Company may, in writing and no later than fifteen (15) Calendar Days after a Cabin Crew Member returns to work from a personal leave under the above, request that the Cabin Crew Member provide documentation to support the reasons for the personal leave. The Cabin Crew Member shall provide such documentation if it is reasonably practicable for them to obtain and provide it.

ARTICLE 10 LEAVES OF ABSENCE

10.1 General

10-1.01 Unless otherwise specified, a Cabin Crew Member on a leave of absence shall retain and continue to accrue seniority.

10.2 Unpaid Leave of Absence

10-2.01 Upon successful completion of their probationary period, a Cabin Crew Member may request an unpaid leave of absence for a period of up to six (6) months, by providing a written request to the Inflight Manager / Team Leader or designate. Except for circumstances beyond the control of the Cabin Crew Member, 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 shall provide a response to the request within fourteen (14) Calendar Days. The Company may grant reasonable requests for an unpaid leave of absence based on operational requirements.

10-2.02 The Company may offer, at its sole discretion, Cabin Crew Member to voluntarily take an unpaid leave of absence. Unpaid leaves of absence will be awarded based on seniority, and or subject to scheduled training.

10-2.03 A Cabin Crew Member who is on an unpaid leave of absence shall be eligible to maintain benefits in accordance with the terms and conditions of the Company benefits plan.

10-2.04 Should an unpaid leave of absence extend into a new calendar year, a Cabin Crew Member 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.

10-2.05 Cabin Crew Member on an unpaid leave of absence shall maintain travel privileges in accordance with the Company Travel Privileges Policy.

10-2.06 Cabin Crew Member on an unpaid leave of absence will not accrue service for pay progression purposes and will not be considered Active for the purpose of sick leave, vacation, and statutory holiday entitlements.

10.3 Maternity and / or Parental Leave

10-3.01 Cabin Crew Members are entitled to apply for maternity leave and / or parental leave in writing to the Company as provided for in the Canada Labour Code.

10-3.02 A Cabin Crew Member requesting maternity and / or parental leave shall submit a written notice to the Company stating the date on which the Cabin Crew Member 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 Cabin Crew Member's anticipated departure date and shall be accompanied by a medical certificate from a medical practitioner stating the expected delivery date.

10-3.03 Notwithstanding the above, the leave may end earlier at the written request of the Cabin Crew Member 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 Cabin Crew Member shall provide the Company with notice in writing as soon as possible.

10-3.04 A Cabin Crew Member on maternity and / or parental leave will not be considered Active for the purpose of sick leave, vacation, and statutory holiday entitlements.

10-3.05 During a period of maternity or parental leave, the Cabin Crew Member shall:

1. Have the choice to maintain all benefits coverage including disability coverage – premium will be paid by the Cabin Crew Member.
2. Option to opt out of all benefits coverage.
3. Continue all benefits coverage and opt out of disability coverage – premium will be paid by the Cabin Crew Member.
4. Continue to accrue service for pay progression purposes.
5. Maintain travel privileges in accordance with the Company Travel Privileges Policy.

10.4 Compassionate Care Leave

10-4.01 A Cabin Crew Member shall be granted unpaid Compassionate Care Leave as provided for in the *Canada Labour Code*.

During a period of unpaid Compassionate Care leave, the Cabin Crew Member shall:

- Maintain all active health, dental, disability, employee / spouse optional life, employee / dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and,
- Continue to accrue service for pay progression purposes; and,
- Maintain travel privileges in accordance with the Company Travel Privileges Policy.

10-4.02 A Cabin Crew Member on unpaid Compassionate Care leave will not be considered Active for the purpose of sick leave, vacation, and statutory holiday entitlements.

10-4.03 Situations arise that may result in the Cabin Crew Member requiring time off for a personal reason. The Cabin Crew Member is responsible to contact their direct leader in advance to discuss. The Leader will determine if the leave is approved and will work in partnership with HR to ensure all company policies are adhered too.

10.5 Bereavement Leave

10-5.01 In the event of a death as outlined below, the Cabin Crew Member shall advise the Inflight Manager / Team Leader or designate of the requirement for time off for bereavement.

10-5.02 A Cabin Crew Member shall be entitled to paid time off from work under the following provisions:

10-5.03 In the case of the death of a spouse, common-law partner, child, parent or parent-in-law, the Cabin Crew Member is entitled to a leave of up to five (5) Calendar Days (not necessarily consecutive).

- In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Cabin Crew Member, the Cabin Crew Member is entitled to a leave of up to three (3) Calendar Days (not necessarily consecutive).

10-5.04 For purposes of pay reconciliation, a Cabin Crew Member will be pay-protected for the actual scheduled Credit Hours they are absent due to bereavement leave.

10.6 Jury Duty

10-6.01 A Cabin Crew Member who is summoned for jury duty will provide a copy of the jury duty notice to their Inflight Manager / Team Leader or delegate as far as possible in advance of the scheduled jury duty. The Inflight Manager / Team Leader or designate shall be notified by the Cabin Crew Member immediately after release from jury duty in order that the employee may return to active duty. A Cabin Crew Member will be pay protected, at straight-time rates, for the scheduled days of work they are absent due to jury duty leave. Upon their return to active duty, the Cabin Crew Member must provide the Inflight Manager / Team Leader or designate documentation from the court showing the dates and times the jury duty was served.

10-6.02 During a period of Jury Duty leave, the Cabin Crew Member shall:

- Maintain all active health, dental, disability, employee / spouse optional life, employee / dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and maintain travel privileges in accordance with the Company Travel Privileges Policy.

ARTICLE 11 AD-HOC ASSIGNMENTS

11-1.01 The Company may select a Cabin Crew Member for an ad-hoc assignment.

11-1.03 Ad-hoc assignments will not be longer than twelve (12) months in duration.

11-1.02 The Company may post ad-hoc assignments for a minimum of seven (7) Calendar Days. All expressions of interest submitted in accordance with the posting will be considered by the Company. Ad hoc assignments are not permanent.

11-1.04 Cabin Crew Member in an unposted ad-hoc assignment may only be extended beyond the initial sixty (60) Calendar Day period where the ad hoc assignment is utilized for modified duties.

11-1.05 The Company may utilize available ad-hoc assignments for modified duties.

11-1.06 Ad-hoc assignments, except those utilized for modified duties, will be voluntary.

11-1.07 With the exception of modified duties, a Cabin Crew Member who has been selected for an ad hoc assignment under this Article shall not be eligible for another ad hoc assignment for a period of six (6) months from the date of completion of the initial ad-hoc assignment. Any exceptions to this must be approved by the Director, Inflight.

11-1.08 With the exception of modified duties, Cabin Crew Member may resign from an ad-hoc assignment upon providing two (2) weeks' written notice to the Company.

11-1.09 Ad-hoc assignments may, at the Company's discretion, be accompanied by additional compensation.

11-1.10 A Cabin Crew Member performing an ad-hoc assignment shall continue to be classified as a Cabin Crew Member, as applicable.

ARTICLE 12 AIRCRAFT AND COMPANY ASSIGNED EQUIPMENT

12-1.01 Cabin Crew Member shall be responsible for exercising reasonable prudence in safeguarding equipment assigned or otherwise entrusted to them by the Company.

12-1.02 No Cabin Crew Member shall be required to pay damage or replacement costs for aircraft 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 Cabin Crew Member.

12-1.03 If a Cabin Crew Member's Company-assigned equipment is lost or damaged beyond repair, the Cabin Crew Member shall pay to the Company the following fee amount(s):

1. For an Electronic Flight Bag (EFB): five hundred and fifty dollars (\$550);

12-1.04 If the lost Company-assigned equipment is located and arranged to be returned to the Company in good working order within twenty-one (21) Calendar Days of the date it is reported to be lost, the Cabin Crew Member will not be responsible to pay the fees specified above.

12-1.05 If a Cabin Crew Member's Company-assigned equipment is stolen, the Company shall replace such equipment with no fee charged to the Cabin Crew Member, provided the Cabin Crew Member 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 Cabin Crew Member shall be responsible for paying to the Company the fee amount(s) specified for such equipment as set out in the above.

12-1.06 12-1.07 As an exception to the above, if a Cabin Crew Member'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 Cabin Crew Member.

12-1.07 No Cabin Crew Member shall be required to pay repair or replacement costs, or the fees set out above in this Article for Company-assigned equipment suffering wear or damage from normal usage.

12-1.08 Any amounts payable by a Cabin Crew Member pursuant to this Article shall be handled in the same manner as an overpayment in accordance with Article - Pay Schedule and Pay Discrepancies.

12-1.09 A Cabin Crew Member shall be required to immediately return all Company-assigned uniforms and identification cards (RAIC and Company ID) upon the cessation of their employment with the Company or upon the Company's request. The full replacement cost of any Company-assigned uniform, or ID cards not returned to the Company shall be payable by the Cabin Crew Member and shall be handled in the same manner as an overpayment in accordance with Article – Pay Schedule and Pay Discrepancies.

12-1.10 If a Cabin Crew Member resigns or is terminated prior to the completion of the Probationary Period, they will be required to return the EFB and all charging cables in full working order. Failure to do so will result in the full outstanding amount deducted from their final pay. When a Cabin Crew Member resigns or is terminated following the completion of their Probationary Period and before the EFB has been fully repaid, the Cabin Crew member will:

1. Keep the EFB and the outstanding amount will be paid by the Cabin Crew Member at once, or the outstanding amount will be deducted from the final pay.

ARTICLE 13 PASSPORT / VISA

13-1.01 All Cabin Crew Member are required to have a valid passport.

13-1.02 If a Cabin Crew Member applies for passport to change their name, the Cabin Crew Member is responsible for all associated fees / costs. Any fees / costs associated with the replacement of a lost or damaged passport will not be reimbursed.

13-1.03 Cabin Crew Member shall use the normal service whenever possible for obtaining their passport.

13-1.04 In the event that a Cabin Crew Member's passport is stolen while on duty or at the time of a layover, the Company shall reimburse the Cabin Crew Member for the cost of a replacement passport, including passport photos, and the Cabin Crew Member will be pay protected. Such reimbursement and pay protection will be conditional on the Cabin Crew Member providing the Company a copy of the declaration provided to the Government of Canada confirming the passport theft.

13-1.05 New / changed passport information must be provided to the Company a minimum of seventy -two (72) hours prior to the Cabin Crew Member's next pairing, Reserve Period, or training event.

ARTICLE 14 CONDUCT AND UNIFORMS**14.1 Conduct**

14-01.1 All Cabin Crew Members will ensure professional conduct is always demonstrated while on board the aircraft, at the airport, and on route to work including transportation to and while at hotels and in any public setting.

14.2 Uniforms

14-2.01 Refer to Image & Style Guidelines Handbook for uniform expectations and standards. All Cabin Crew are to comply with these guidelines. Uniforms shall be maintained in accordance with standards determined by the Company.

14.3 Loss / Theft of Luggage

14-3.01 The Company will compensate the Cabin Crew Member for the permanent loss / theft of luggage and its contents, up to a maximum of seven hundred and fifty dollars (\$750), when such loss / theft occurs while the Cabin Crew Member is on duty or at the time of a layover. This amount shall not include the cost of replacing luggage. An expense claim with supporting receipts and a copy of the police report in cases of theft must be submitted.

ARTICLE 15 PERFORMANCE MANAGEMENT AND INVESTIGATION**15.1 Investigation**

15-1.01 Where disciplinary action is contemplated, the Cabin Crew Member 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.

15-1.02 No later than twenty-four (24) hours after a Cabin Crew Member is held out of service pending investigation, the Company will advise the Cabin Crew Member, in writing, of the reason for the Company's decision to hold them out of service.

15-1.03 During the period a Cabin Crew Member is off pending investigation, the Cabin Crew Member shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.

15-1.04 A Cabin Crew Member who is off pending investigation shall be entitled to bid for vacancies, monthly schedules, and vacations so that when returned to duty, the Cabin Crew Member shall resume their duties to which they are entitled.

15.2 Investigative Meetings

15-2.01 Where Cabin Crew Member is required by the Company to attend a meeting or to act as a witness to an investigation, held during a Cabin Crew Member's duty period, the Cabin Crew Member shall be credited in accordance with their regular scheduled duty for such meeting.

15-2.02 The Company will make reasonable efforts to schedule meetings within the Cabin Crew Member's published schedule.

15-2.03 Once an investigation is complete, the Company will notify the Cabin Crew Member of the outcome.

15-2.04 When disciplinary action is taken, the Cabin Crew Member will be notified in writing.

15-2.05 Notwithstanding any provision, the Company may use non-disciplinary letters of expectation to correct a Cabin Crew Member's conduct.

15.3 Discipline / Suspension / Termination

15-2.01 Discipline / Suspension / Termination will follow the principle of progressive discipline.

15-2.02 Depending on the infraction, one or more disciplinary steps may be bypassed, or repeated. This is determined by assessing the severity, previous incidents, intent, and other relevant factors on a case-by-case basis.

15-2.03 The company reserves the right to terminate a Cabin Crew Member when violation, willful noncompliance, insubordination, unreasonable non-report for duty, absence, non-acknowledgement of reserve, failure of annual recurrent training, noncompliant safety standards or passenger standards.

15.4 Documentation

15-4.01 Discipline will remain active for a minimum of twelve (12) months of active employment from the date of issuance. The Company shall not rely on any previous discipline after twelve (12) months unless otherwise outlined in the disciplinary documentation.

ARTICLE 16 HEALTH AND SAFETY**16.1 General**

16-1.01 The Company recognizes that occupational health and safety is a shared concern and agree to promote safe practices to ensure the health and safety of Cabin Crew Member, and to establish health and safety committees, in accordance with the *Canada Labour Code*.

ARTICLE 17 SCHEDULE AND DUTY

17.1 Monthly Schedule Bidding

17-1.01 The Company will build monthly schedules for Cabin Crew Members.

Cabin Crew Members may submit a monthly request for scheduled days off using an electronic method (email) to ensure their preferences are known. All schedules will be awarded or assigned based on operational requirements, vacation allotments, classification, and qualifications. In the event a Cabin Crew Member fails to submit a bid, the assignment of their schedule will be at the discretion of the Company.

Cabin Crew Member is required to submit requests by 1200 MST on the tenth calendar day (10th) of each month for the next month's schedule.

Schedules can include:

- + Flight Pairings
- + Deadheads to duty on same or separate day
- + Reserve Days
- + Training Days
- + Office Days
- + Vacation Days
- + Requested Days off
- + Scheduled Days Off
- = # of Days in Monthly Block (30 or 31)

17-1.01A Available Day - Cabin Crew Member may make themselves available for duty on an SDO by notifying Crew Scheduling via phone call or email to crewscheduling@lynxair.com. When an SDO becomes an Available Day, the Cabin Crew Member is subject to operating work rules as outlined in the 'Article – Reserve' and criteria listed below will also apply.

17-01.01B If a Cabin Crew Member is available for flight duty at a location other than their Home Base, and an operational requirement for coverage exists, Crew Scheduling may allow an Available Day designation. This will be determined on a case-by-case basis and must be approved by the in-flight department.

17-01.01C If an Available Day flight duty extends into a Cabin Crew Member's next SDO or vacation day (that was not listed as available), and the Cabin Crew Member accepts the flight duty, Overtime shall be paid for the portion of the flight duty assignment that occurs on the SDO.

17-01.01D If a Cabin Crew Member has two Available Days in a row, an Available Day followed by a scheduled Day of Work, or an Available Day followed by a Reserve Day, Crew Scheduling may apply the Cabin Crew Member's rest period at a place other than where the flight duty assignment began. The flight duty assignment will always conclude at the place the assignment began unless otherwise agreed upon by the Cabin Crew Member and Crew Scheduling.

17-1.01E Duty on an Available Day shall be treated as a Day of Work and will contribute to a Cabin Crew Member's monthly total.

17-1.01F On an available day, Cabin Crew Member not activated for duty will remain as a day off.

17-1.01G It is the Cabin Crew Members responsibility to contact Crew Scheduling a minimum of 24 hours before the available day they listed themselves for. Refusal to operate would be deemed a no-show (if contacted to be activated).

17.1-02 The Company will apply the following procedures for releasing monthly schedules:

Day of Month	Event
10th	Cabin Crew Member submits bid by 12:00 noon MST for the following month's schedule
20th	Crew Scheduling releases schedules by 2359 MST unless otherwise communicated in advance

17.01-03 In the event that a Cabin Crew Member wants to address concerns with their issued monthly schedule, they will notify Crew Scheduling within seventy-two (72) hours of schedule release to discuss.

17-1.04 If the dispute cannot be resolved prior to the commencement of the date in question, it will be escalated to the Inflight Manager / Team Leader who will review and provide resolution.

17.2 Monthly Scheduling Window

17-2.01 Full-time Cabin Crew Members will be scheduled eighteen (18) days of work or 82 hours.

17-2.02 Part-time Cabin Crew Members will be scheduled nine (9) days of work or 40 hours.

17.3 Monthly Scheduling Periods

17-3.01 There will be twelve (12) monthly scheduling periods in a year:

17.4 Pairing Length and Sectors

17-4.01 Crew Planning will build pairings that are no greater than six (6) consecutive days in length.

17-4.02 The maximum number of scheduled sectors (including Deadheads) in any duty period will be limited to five (5). Taxi sectors do not count towards the maximum number of sectors. Crew Scheduling may add a sixth (6th) sector if it is a Deadhead to position the Cabin Crew Member back to their base or Domicile at the end of the pairing.

17.5 Maximum Consecutive Days on Duty

17-5.01 Crew Planning may only schedule Cabin Crew Member for duty to a maximum of six (6) consecutive days in their planned schedule. Cabin Crew Member must have a scheduled off day / rest period between midnight and 2359 at their home base before the start of next pairing.

17-5.02 The maximum consecutive Days on duty as outlined above may be voluntarily extended to a maximum of seven (7) consecutive Days by the Cabin Crew Member through Shift Trade. After seven (7) consecutive days on duty, the Cabin Crew Member must have a scheduled rest period of twenty-four (24) hours from previous duty release to next duty report.

17.6 Duty Period Calculation

17-6.01 Duty periods are calculated from the Cabin Crew Member's Report Time to their Release Time. 17-6.02 A Cabin Crew Member's Report Time shall be:

Aircraft Type	Operating first leg of duty period	Deadhead first leg of duty period
Narrow-body	55 minutes prior to departure – domestic	30 minutes prior to departure
	70 minutes prior to departure - US	

17-6.02 The Report Time and Release Time for a Company assigned Non-Pairing Activity (e.g., meeting, training event) shall be based on the scheduled start and end time of the activity.

17.7 Reporting For Duty

17-7.01 It is the Cabin Crew Member's responsibility to report for duty on time. Failure to report to duty on time may result in disciplinary actions up to including termination may occur. The company reserves the right to request documentation to support the reason for a failure to report to work.

17-7.02 It is the Cabin Crew Member's responsibility to notify the company should the inability to report to work on time occurs. The Cabin Crew Member must notify Crew Scheduling via calling to advise, this includes anticipated or unanticipated late arrival or situations that occur in the moment. Crew Scheduling will determine if a late report to work will be accepted, or the Cabin Crew Member is removed from the assigned work and reassigned or informed that work is cancelled for the shift. Subsequent pay adjustment or removal would apply.

17-7.03 Failure to report to duty for a scheduled pairing, reserve or other activity would be considered a no-show and is subject to performance management and discipline up to an including suspension, termination.

17.8 Duty Period and Extension of Duty

17-8.01 Under no circumstance shall scheduled duty periods exceed fourteen (14) hours. Cabin Crew Member who consents to accept duty exceeding fourteen (14) will be compensated overtime pay at one and one half (1.5) times and duty exceeding eighteen (18) will be compensated overtime pay at double (2) times.

17-8.02 In the event of delay or IROP, the Company may require Cabin Crew Member (s) working to extend their duty period up to a maximum of eighteen (18) hours. Crew Scheduling will make every attempt to ask for volunteers initially to extend duty. Should no acceptance of a requested ask occur, the company will assign Cabin Crew Member (s) in reverse seniority as per the MSL posted at the time.

17-8.03 Any duty period extension beyond the maximum fourteen (14) hours listed above requires the consent of the Cabin Crew Member except when on reserve and activated to operate, the maximum duty is eighteen (18) hours unless Cabin Crew Member consent beyond eighteen (18) hours.

17-8.04 When the last leg of a duty period is a Deadhead to the Cabin Crew Member's base at the end of a pairing, the maximum planned duty periods outlined above may not exceed eighteen (18) hours unless Cabin Crew Member consent beyond eighteen (18) hours.

17.9 Minimum Rest at Base

17.9.01 A Cabin Crew Member shall be scheduled a minimum of twelve (12) hours rest at base between pairings and / or Company assigned Non-Pairing Activities calculated from Release Time to Report Time.

17.9.02 In the event of a delay or IROP, and with consent of the Cabin Crew Member, minimum rest at base may be reduced to ten (10.0) hours between pairings and / or Company assigned non-Pairing activities calculated from Release Time to Report Time with acceptance of accommodation provided by the Company.

17-9.03 When a Cabin Crew Member is aware that they will not receive the minimum rest indicated in the above, the Cabin Crew Member shall advise Crew Scheduling. The Company will assign the Cabin Crew Member a delayed Report Time, a reassignment, and / or return to duty (RTD) reserve.

17.10 Minimum Rest Away from Base

17-10.01 Cabin Crew Member shall be scheduled a minimum of ten (10.0) hours plus transportation time between duty periods calculated from Release Time to Report Time.

17-10.02 In the event of a delay or IROP, minimum rest between duty periods may only be modified as follows,

For duty periods outlined above, rest may be reduced to a minimum of ten (10) hours from hotel check-in "lobby-to-lobby, key-in-hand".

17-10.03 Should minimum crew rest be interrupted either by the Company or by a significant disruption at the layover hotel (e.g., fire, flood, alarm, evacuation) during a layover, the Cabin Crew Member can request to reset rest period to 10 (10) hours.

17-10.04 When a Cabin Crew Member is aware that they will not receive the minimum rest indicated above, the Cabin Crew Member shall advise Crew Scheduling. The Company may assign the Cabin Crew Member a delayed Report Time, a reassignment, and / or RTD reserve.

17.11 Notification Of a Delay at Base Prior To Pairing Report

17-11.01 When a delay becomes known to the Company prior to the Cabin Crew Member's Report Time, the Company shall notify the Cabin Crew Member of the delay. The Company will not call the Cabin Crew Member within twelve (12) hours of the Release Time of the previous duty period.

17-11.02 When the Company notifies the Cabin Crew Member at least two (2) hours prior to the Cabin Crew Member's originally scheduled Report Time, the Report Time will be adjusted in accordance with the above based on the revised flight departure time.

17-11.03 When the Company notifies the Cabin Crew Member less than two (2) hours prior to the Cabin Crew Member's originally scheduled Report Time, the duty period shall commence at the originally scheduled Report Time.

17-11.04 Crew Scheduling will make every attempt to contact the Cabin Crew Member within two (2) hours via phone when a report time changes.

17-11.05 Contacting a Cabin Crew Member within the time parameters outlined above will not be considered a disruption of rest.

17-11.06 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

17.12 Notification Of a Delay Away from Base During a Layover

17-12.01 Where a Cabin Crew Member is away from base and a delay becomes known to the Company prior to the Cabin Crew Member's Report Time, the Company shall notify the Cabin Crew Member of the delay. The Company will not call the Cabin Crew Member within ten and one half (10.5) hours of the Release Time of the previous duty period.

17-12.02 When contacting a Cabin Crew Member in accordance with the above, the Company will not call the Cabin Crew Member earlier than 30 minutes (30) minutes prior to the originally scheduled Report Time.

17-12.03 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

17.13 Reassignment

17-13.01 The Company may reassign a Cabin Crew Member to an alternate flight(s), activate a Cabin Crew Member on a Deadhead flight(s), or place the Cabin Crew Member on RTD reserve, as operationally required.

17-13.02 A Cabin Crew Member will not be required to accept a reassignment where the Report Time on the first duty period of the modified pairing is earlier than the originally scheduled Report Time of the pairing.

17-13.03 A Cabin Crew Member will not be required to accept a reassignment where the Release Time on the last duty period of the modified pairing is more than fourteen (14) hours later than the originally scheduled Report Time of the pairing.

17-13.04 A delay or cancellation of an assigned flight(s) which results in an extension to the Release Time of the pairing, shall not be considered a reassignment and the Cabin Crew Member shall be required to complete the pairing subject to the maximum duty periods. In the event of a cancellation of an assigned flight which results in an extension to the Release Time of the pairing, Crew Scheduling shall return the Cabin Crew Member to their base as soon as practicable.

17-13.05 When there is no alternate flight(s) available for reassignment, the Cabin Crew Member shall be reassigned to an RTD Reserve Period with a call-out window starting no earlier than two (2) hours prior to the scheduled Report Time of the removed flight(s). For any subsequent periods of RTD reserve the call-out time will be aligned with the call-out windows as outlined in Article – Reserve.

17-13.06 When reassigned to an RTD Reserve Period(s), the Cabin Crew Member will receive the original operated day of rate.

17.14 Notification of a Reassignment While on A Layover

17-14.01 A Cabin Crew Member may be required by the Company to be reassigned while on a layover.

17-14.02 The Company will not call the Cabin Crew Member on layover for reassignment within ten (10) hours of the Release Time of the previous duty period.

17-14.03 Any notifications received from the automated notification system will not be considered a disruption of rest regardless of the time the notification is received.

17-14.04 A Cabin Crew Member that may be required to operate a reassignment that will exceed the original release time however it will not exceed the calendar day unless mutually agreed by Cabin Crew Member and Crew Scheduling.

17.15 Shift Trades

17-15.01 A Cabin Crew Member shall not be permitted to use Shift Trades to be absent from work for an excessive period(s) of time.

17-15.02 A Cabin Crew Member must submit a Shift Trade request(s) electronically by email indicating the Cabin Crew Member requesting, original pairing date and new pairing date, the other Cabin Crew Member must be included on the email notification to be considered as agreed.

17-15.03 The Company will not process a Shift Trade request(s) within twelve (12) hours of the originally scheduled Report Time of the pairing(s) being traded.

17-15.04 Shift Trades shall only be approved between Cabin Crew Members who have the same classification and aircraft qualifications.

17-15.05 A Cabin Crew Member must ensure that the submitted Shift Trade request(s) is in compliance with all minimum rest at base requirements as outlined and maximum consecutive Days on duty as outlined. Should a Shift Trade be processed which is not in compliance with the minimum rest at base requirements, as outlined or the maximum consecutive Days on duty as outlined, the Shift Trade request (s) will not be approved.

17-15.06 Under no circumstances are shift trades or dropping then picking up eligible for overtime unless in accordance with Article – Pay Administration.

17-15.07 No Shift Trade (s) will be allowed from the thirteenth (13) day of the month to the twentieth (20) day of the month.

17.16 Return To Duty (RTD) Reserve

17-16.01 Return to Duty (RTD) Reserve Period(s) may be assigned to a Cabin Crew Member returning from an absence from the workplace or resulting from a reassignment.

17-16.02 The Company will assign pairings to eligible Cabin Crew Member holding RTD reserve prior to assigning pairings to Reserve Holders and in accordance with Article – Reserve (Pairing Assignment Process).

17.17 Return To Duty from Sick Leave

17-17.01 A Cabin Crew Member who is able to return to duty from sick leave prior to the Release Time of their original pairing, shall notify Crew Scheduling of their ability to return to work for the following day no later than twelve (12) hours prior to next scheduled duty by phone.

17-17.02 At the Company's sole discretion, a Cabin Crew Member may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile.

17-17.03 Upon returning to duty from sick leave, a Cabin Crew Member will be credited the original duty period(s) in which the Cabin Crew Member has returned to duty.

17.18 Return To Duty with Schedule Assigned (Not Including Sick Leave)

17-18.01 At the Company's sole discretion, a Cabin Crew Member may be assigned an open time pairing(s) or an RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile.

17.19 Return To Duty with No Schedule Assigned

17-19.01 When a Cabin Crew Member is able to return to duty and does not have a schedule assigned, a Cabin Crew Member may be assigned, at the Company's sole discretion, an open time pairing(s) or RTD Reserve Period(s) at the Cabin Crew Member's base or Domicile.

17.20 Open Time Pairings

17-20.01 At the Company's sole discretion, open time pairings may be communicated for pick-up using the Company email system.

17-20.02 Open time pairings will be awarded on a first come first serve basis, subject to classification and aircraft qualifications.

17-20.03 If a Company open time pairing is cancelled or removed by the Company, the Cabin Crew Member can be reassigned up to the original pairing release time or will be pay-protected based on operational needs.

17.21 Booking Off Fatigued

17-21.01 Cabin Crew Member must advise Crew Scheduling as soon as possible when booking off fatigued.

17-21.02 Cabin Crew Member who books off fatigued must submit an Incident Hazard Report (IHR) within twenty-four (24) hours describing the circumstances that led up to the fatigue.

17-21.03 When a Cabin Crew Member is removed from duty due to fatigue, they will be given twelve (12) hours rest reset. During this time the Company will not disrupt the Cabin Crew Member's rest reset.

17-21.04 When a Cabin Crew Member is removed from duty due to fatigue, they will be pay protected for the original pairing. The Company will complete this by returning the Cabin Crew Member to the original pairing after the rest reset, or by assigning the Cabin Crew Member a comparative Reserve duty.

17-21.05 When a Cabin Crew Member is removed from duty due to fatigue, the following will apply:

1. The Cabin Crew Member will be required to mitigate fatigue through a twelve (12) hour rest reset at the location where fatigue was identified.
2. The Cabin Crew Member must submit an IHR within 24 hours.

3. The IHR will be reviewed by the Company and investigated if the fatigue book off is justified.
4. If the fatigue book off is determined not to be justified, the Cabin Crew Member's pay protection will not apply.

17.22 Booking Off Mid-Pairing

17-22.01 When a Cabin Crew Member needs to book off mid-pairing, they must inform Crew Scheduling by phone at the earliest possible opportunity. Cabin Crew Member, who are sick mid-pairing, will be provided with hotel accommodation in the city where they have booked off.

17-22.02 A Cabin Crew Member may be required by the Company to seek medical attention and provide a doctor's certificate to substantiate their inability to work and or treatment / care recommended by the doctor.

17-22.03 If the Cabin Crew Member can return to duty prior to the original pairing Release Time, the Cabin Crew Member may be returned to duty.

17-22.04 If the Cabin Crew Member is well enough to travel but still not fit to operate, or the original Release Time of the pairing has passed, they will be provided a deadhead flight to their crew base.

17.23 Post Duty Period Ground Delays

17-23.01 If a Cabin Crew Member is required to remain on board the aircraft beyond thirty (30) minutes after the actual arrival time of the last flight of a duty period due to unforeseen circumstances, an operating Cabin Crew Member shall inform Crew Scheduling to adjust their Release Time and subsequent rest period if necessary. The Cabin Crew Member must notify Crew Scheduling within twenty-four (24) hours of the actual arrival time of the flight for validation.

ARTICLE 18 RESERVE

18.1 Crew Planning

18-1.01 The Company will determine the reserve requirements for each monthly scheduling period.

18-1.02 Reserve Blocks will be scheduled to a maximum of six (6) consecutive Reserve Periods in length. A Cabin Crew Member may be scheduled multiple Reserve Blocks in a monthly scheduling period.

18.2 Reserve Shift Trades

18-2.01 A Cabin Crew Member completing a Shift Trade involving a Reserve Block must trade the Reserve Block in its entirety. For clarity, partial Reserve Block trades are not permitted. The Cabin Crew Member involved in the Shift Trade must have the same classification and aircraft qualification(s).

18.3 Reserve Credit

18-3.01 A Reserve credit is equal to a day of work.

18.4 Reserve Duty

18-4.01 AM Reserve Period shall be from 0330 LBT (local base time) until 1330 LBT.

18-4.02 MID Reserve Period shall be from 1000 LBT until 2000 LBT.

18-4.03 PM Reserve Period shall be from 1700 LBT until 0300 LBT.

18-4.04 The Reserve Holder shall be contacted by phone on the phone number the Reserve Holder has designated as their primary contact number between the hours of their scheduled Reserve Period.

18-4.05 A Reserve Holder will be considered on call during their Reserve Period.

18-4.06 A Reserve Holder must be available to report for duty as soon as possible but no later than two hours from the initial contact from the Company.

18-4.07 Every Reserve Holder shall be required to be available by phone.

18-4.08 The Company will contact a Reserve Holder and will leave a message, if possible. The Reserve Holder must respond to the Company within fifteen (15) minutes of the Company initially contacting the Reserve Holder. If the Reserve Holder does not respond to the Company within fifteen (15) minutes of the Company initially contacting the Reserve Holder, the Reserve Holder will be considered a no-show for that Reserve Period and will be contacted by their Inflight Team Leader.

18-4.09 If Cabin Crew Member is assigned a future pairing prior to the Reserve start period, then the duty period will begin at the Report Time of the assigned pairing.

18-4.10 If Cabin Crew Member already commenced a Reserve duty period and an open pairing is assigned for the same day then the duty period will begin at the start time of Reserve.

18.5 Reserve Duty Airport Standby / Ready Reserve

18-5.01 A Reserve Holder assigned an ASB / Ready Reserve period will be required to report to the airport at their base to remain on standby for possible pairing assignment. The duty period will begin at the required ASR Report Time.

18-5.02 An ASB / Ready Reserve period will be for a maximum of five (5) consecutive hours which must begin within the scheduled Reserve Period. Assignment may be made to a flight departing within the ASB period or no later than two (2) hours after the ASR period. If no assignment is made by the end of the ASR / Ready Reserve period, the Reserve Holder will be released for a rest period.

18-5.03 If a Reserve Holder on ASB / Ready Reserve is not assigned a pairing, they shall receive a full credit day of work.

ARTICLE 19 DEADHEADING AND ACTIVATION

19-1.01 Cabin Crew Member must wear their uniform when deadheading except in the following circumstances:

1. When deadheading on alternate air carriers.
2. When deadheading after a mid-pairing absence, or,
3. When deadheading is the only duty in the duty period.
4. When deadheading for training.

19-1.02 When deadheading in uniform crew are required to be fully compliant. This includes on board the aircraft while occupying a passenger seat travelling on LynxAir or an alternate carrier.

19-1.03 Deadheading on the same day to then operate, Cabin Crew must be in full uniform and remain in full uniform.

19-01.04 Cabin Crew may use Non-Passenger Screening (NPS), therefore are required to remain in full uniform once cleared NPS. Changing into civilian clothing is a breach of security and violates the Airport Authority Non-Passenger Screening guidelines.

19-1.05 Cabin Crew may wear civilian business casual attire when deadheading home at the end of their duty and will then use General Passenger Screening. Changing from uniform into civilian clothing is a breach of security and violates the Airport Authority Screening guidelines.

Attire not permitted to wear.

- Ripped denim, track pants, oversized sweatpants, athletic shorts.
- Inappropriate, offensive Logo / graphic, transparent / shear shirts, or outerwear.
- Spaghetti straps, tube tops, crop top shirts.
- Flip flops, dirty / torn shoes.

19-1.06 When Cabin Crew Members are not in uniform, they must adhere to the Company's dress code policies and must always have access to their uniform in the event the Company activates during duty period.

19-1.07 A Cabin Crew Member may be activated from deadheading to operate.

19-1.08 Where an activation is required and multiple crews are deadheading on the same flight, crew scheduling will request a volunteer to accept the activation. If no volunteers offer to operate, the most junior Cabin Crew Member on the seniority list will be activated. Refusal to operate is considered a no-show.

19-1.08 Deadheading crew must adhere to the company alcohol & drug policy.

ARTICLE 20 PERSONAL DEADHEAD MODIFICATIONS

20-1.01 Personal Deadhead modifications must respect the established planned maximum duty period and planned minimum rest parameters as outlined in Article – Scheduling. Personal Deadhead modifications will be subject to the approval of the Company.

20-1.02 Personal Deadhead modifications will only be approved when the requested Deadhead flight is a domestic flight with an available seat in the Economy cabin. NOTE: If the original Deadhead flight was scheduled to arrive at or depart from a non- domestic city, the Cabin Crew Member may request a personal Deadhead modification for that flight to depart from or arrive at a different domestic city than originally scheduled. This must be requested a minimum of 24 hours in advance of the scheduled Deadhead.

20-1.03 Last leg Deadheads may not be interchanged for first leg Deadheads and vice versa.

20-1.04 A personal Deadhead modification shall not increase the number of Days of the scheduled pairing.

20-1.05 For a first-leg personal Deadhead modification, there must be a minimum of ninety (90) minutes between the scheduled arrival time of requested Deadhead flight and the scheduled departure time of the first operational flight of the pairing.

20-1.06 When approved for a first-leg personal Deadhead modification, a Cabin Crew Member is eligible for reassignment, as outlined in Article – Scheduling (Reassignment), based on the Report Time of the requested Deadhead flight.

20-1.07 When approved for a last leg personal Deadhead modification, a Cabin Crew Member is eligible for reassignment, as outlined in Article – Scheduling (Reassignment), until either the Release Time of the original Deadhead flight or the Release Time of the requested Deadhead flight, whichever is later.

20-1.08 When a Cabin Crew Member who has been approved for a last-leg personal Deadhead modification is reassigned in accordance with Article – Scheduling (Reassignment), the Company may release the Cabin Crew Member in either the Cabin Crew Member's base or the arrival city of the requested Deadhead flight, based on operational requirements.

20.1 Personal Deadhead Cancellations

20-1.01 Personal Deadhead cancellation requests must be submitted electronically through DocuNet, a minimum of twelve (12) hours prior to the Report Time of the original Deadhead flight. When a deadhead is cancelled, pay per diem, pay is removed.

20.2 Deadhead Seat Assignment

20-2.01 Where available on Lynx flights, the Company will assign a window or aisle seat in the cabin for any Deadheads.

20.3 Missing a Deadhead flight

20-3.01 Should a Cabin Crew Member miss their check-in for a deadheading flight outside of base for a return to base travel, the company will support the Cabin Crew Member by providing hotel accommodation and or alternate flight home. The Crew Member will be subject to a no-show / unavailable schedule and subsequent performance management.

ARTICLE 21 HOTELS AND TRANSPORTATION

21.1 General

21-1.01 The Company will provide and directly pay for single-occupancy hotel accommodations for Cabin Crew Member when:

1. any layover occurs between two (2) duty periods on a single pairing,
2. required to overnight for a training event outside of the Cabin Crew Member's base.

21-1.02 A Cabin Crew Member will be responsible for incidental expenses and damage to hotel property on layovers.

21-1.03 When a Cabin Crew Member requests a personal pairing modification that results in the removal of the planned overnight, the hotel room will automatically be cancelled. In the event a Cabin Crew Member has already checked into the hotel room prior to requesting the personal pairing modification, the Cabin Crew Member shall be responsible for the cost of that hotel room.

21.2 Hotel Transportation

21-2.01 The Company shall provide reasonable transportation to and from the airport when a Cabin Crew Member is required to layover away from their base.

21.3 Less Than Minimum Rest at Base

21-3.01 At the Company's discretion, when the actual time between pairings at the Cabin Crew Member's base is reduced to less than the contractual rest provided for in Article – Scheduling, the affected Cabin Crew Member shall be provided the opportunity to stay in a single occupancy room in an approved hotel with the understanding that the Cabin Crew Member shall operate the next scheduled pairing.

21.4 Hotel Cancellation

21-4.01 Pay in Lieu of Accommodations - Where a Cabin Crew Member is required to overnight away from Home Base, and informs the Company accommodations is not required, the Cabin Crew Member shall receive \$45.00 Canadian Dollars in lieu of accommodations. If a Cabin Crew Member is travelling outside of Canada, the reimbursement shall be calculated in the currency where the Cabin Crew Member is overnighing and converted to Canadian dollars for reimbursement purposes.

21-4.02 If a Cabin Crew Member chooses not to use a booked hotel room while on a layover, the Cabin Crew Member is to notify Crew Scheduling via DocuNet to advise of the hotel cancellation. The Cabin Crew Member must request the hotel cancellation 96 hours prior to the booking.

ARTICLE 22 COMMUTING

22.1 General

22-1.01 If a Cabin Crew Member will miss their Report Time, they shall notify Crew Scheduling immediately.

22-1.02 It is the responsibility of a Cabin Crew Member who chooses to commute under this section to report as scheduled, fit for duty and fully rested. Cabin Crew Member must always have their uniform with them, and the Company may activate them for duty during their commuting flight if operational requirements dictate. The commute time does not contribute to the Level Status in Article – Pay Administration.

22.2 Missed Report Time

22-2.01 In the case of a missed Report Time, the Cabin Crew Member will be considered unavailable for that pairing, the pairing will be removed and the Credit for that pairing will be deducted from the Cabin Crew Member's MMG. The Cabin Crew Member shall, at the Company's sole discretion, either be assigned a Reserve Period(s) in their Domicile. When the Cabin Crew Member is required to continue to commute to their base, upon arrival at their base, Crew Scheduling will reassign the Cabin Crew Member.

ARTICLE 23 TRAINING**23.1 General**

23-1.01 All Cabin Crew Member are required to remain qualified (or requalified should their qualifications lapse due to an approved period of Inactivity) for their role. To remain qualified, a Cabin Crew Member must successfully complete all required Transport Canada and Company training elements.

23.2 Training Date Change Request

23-2.01 Two (2) Cabin Crew Member who are scheduled annual / recurrent training in the same monthly scheduling period may request a trade of training dates by submitting the request up to the date of bids closing for the month in which training is scheduled. Such requests shall not be unreasonably denied.

23.3 Travel Out of Base for Training

23-3.01 When the Company requires a Cabin Crew Member to travel to a location other than their base for Company required in-person training, the Company will provide free positive space travel. The Company will also provide hotel accommodations and ground transportation between the airport, the hotel, and the training facility.

23.4 Online Training

23-4.01 Online training required for in-person training events will normally be loaded in the electronic learning portal. When a Cabin Crew Member is returning from a period of Inactivity, the online training will be loaded as soon as practicable after the Cabin Crew Member notifies the Company of their return-to-work date.

ARTICLE 24 ADMINISTRATION

24.1 Minimum Monthly Pay Guarantee (MMG)

24-1.01 The MMG for full-time Cabin Crew Member shall be eighteen (18) Days of Work or eighty-two (82) Flight Hours. The MMG for part-time Cabin Crew Member shall be nine (9) Days of Work or forty (40) Flight Hours.

24-1.02 A Cabin Crew Member who is not available for duty due to an unpaid absence from the workplace or who is involved in a Shift Trade that involves a decrease in their Days of work or Flight Hours will have their MMG reduced accordingly.

24-1.03 When a duty period starts in one (1) monthly scheduling period and ends in the following monthly scheduling period, the Days of Work or Flight Hours associated with that duty period will be applied to the payroll month that the duty falls into.

24-1.04 When a Shift Trade results in additional Days of Work or Flight Hours to a Cabin Crew Member's monthly schedule, the Cabin Crew Member will be paid at regular time for those additional duties acquired by a shift trade.

24.2 Overtime Threshold

24-2.01 A Cabin Crew Member will receive overtime pay, at one and one half (1.5) times the Cabin Crew Member's hourly rate, for eligible Credit Hours worked more than:

1. Eighty-two (82) Flight Hours for the monthly scheduling period; or
2. Eighteen (18) Days of Work in the monthly scheduling period.
3. Duty period ending after 0059 into a SDO or RDO.

There shall be no duplication of overtime payments for the same hours worked.

24-2.02 Any scheduled / assigned hours which were not worked by a Cabin Crew Member in a monthly scheduling period due to an unpaid absence from the workplace shall not be eligible for overtime compensation. These unworked hours shall be removed from that monthly scheduling period's total for the purposes of recalculating the Cabin Crew Member's overtime pay entitlement.

24.3 Hours Compensated as Premium Pay

24-3.01 Any premium pay in a monthly scheduling period shall not be eligible for overtime compensation.

24.4 Published Company Open Time Pairings

24-4.01 A Cabin Crew Member who picks up a pairing from published Company open time, including pairings picked up from Company cold calling, will be compensated overtime pay at one and one half (1.5) times the Cabin Crew Member's regular rate of pay.

24-4.02 If a Cabin Crew Member does not complete a Company open time pairing due to an absence from the workplace, any hours not completed will not be paid and there shall be no deduction of sick leave.

24.5 Pairing Reconciliation

24-5.01 A Cabin Crew Member will be credited the greater of their originally scheduled Hours of the entire pairing or the Credit Hours operated by the Cabin Crew Member over the entire pairing. This is calculated from the Cabin Crew Member's report time on day one of the pairing to release time on the final day of the pairing.

24.6 Meeting And Modified Duty Pay

24-6.01 A Cabin Crew Member who is scheduled to attend an in-person mandatory Company meeting as part of their original monthly schedule will be credited a Day of Work.

24-6.02 A Cabin Crew Member who is required to attend an in-person mandatory Company meeting that is not part of their original monthly schedule will be paid overtime at one and a half (1.5) times regular rate of pay.

24-6.03 A Cabin Crew Member who is asked to attend a voluntary Company meeting that is not part of their originally monthly schedule, will be credited overtime at one and a half (1.5) times regular rate of pay.

24-6.04 In the event a meeting outlined above results in the removal or modification of a pairing(s), the Cabin Crew Member will be pay protected for the greater of the meeting pay above or the original Credit of the modified or removed pairing(s).

24-6.05 A Cabin Crew Member who is scheduled for a modified duties shift, will be credited / paid the regular rate of pay for a Day of Work.

24.7 Premium Assignment Pay

24-7.01 A Cabin Crew Member who is scheduled to an ad hoc assignment shift as part of their original monthly schedule will be credited / paid the regular rate of pay for a Day of Work.

24-7.02 A Cabin Crew Member who completes one or multiple line indoctrinations or line checks shall receive the following premium added to the Day of Work.

Line Indoctrination - \$50.00 / per each evaluation

Line Check - \$50.00 / per each evaluation

Instructional Assistant – \$50.00 / per each day of work

Other – as outlined in terms of the assignment.

24-7.03 In the event an ad-hoc assignment shift results in the removal or modification of a pairing(s), the Cabin Crew Member will be pay-protected for the regular Day of Work except for a Line Indoctrination or Line Check premium pay.

24.8 Training

Company Required In-Class Training.

24-8.01 A Cabin Crew Member shall be credited a Day of Work pay.

24-8.02 A Cabin Crew Member who is required to attend unscheduled or rescheduled training on a scheduled Day Off will be paid a Day of work at 1.5 times.

24-8.03 A full Company required training event shall not be scheduled for more than fourteen (14) hours of in-class time, excluding a lunch break. A partial Company required training event shall not be scheduled for more than fourteen (14) hours of in-class time, excluding a lunch break.

24-8.04 Partial training Days shall be limited to one (1) for every multiple-Day training event and shall not be scheduled as a single Day training event.

24-8.05 In the event the unscheduled or rescheduled training results in the removal or modification of a pairing(s), the Cabin Crew Member will be pay protected for the greater of the training pay above or the original Credit of the modified or removed pairing(s).

24-8.06 A Cabin Crew Member will not be pay protected for a pairing(s) or Non-Pairing Activity(s) that is removed due to rescheduled training resulting from:

1. an unsuccessful training event,
2. an unapproved absence from the workplace; or,
3. an approved absence from the workplace resulting in a Cabin Crew Member being de-qualified.

24.9 Online And Company Required Out-Of-Class Training

24-9.01 Online and Company required out-of-class training will be paid a Day of Work for the completion time for Company required training. For clarity, a Cabin Crew Member's personal review and study time shall not be considered Company required out-of-class training.

24.10 Travel Out of Base for Training

24-10.01 A Cabin Crew Member will receive the following for travelling out of base for training:

1. Travel will be paid a Day of Work for each trip.

24-10.02 The Time Away from Base (TAFB) for the purposes of per diem for Company required in-class training will be calculated from the originally scheduled departure time of the positive space flight from the Cabin Crew Member's base until the originally scheduled arrival time of the positive space flight back to the Cabin Crew Member's base.

24.11 Per Diem

24-11.01 Per Diem payments shall be paid to a Cabin Crew Member when the Cabin Crew Member is away from their base for a pairing or a Company required in-person training event.

24-11.02 The time away from base (TAFB) for a pairing will be calculated from the actual Report Time to the actual Release Time of the pairing.

24-11.04 The per diem rates shall be as follows:

1. Standard per diem rate: \$3.50 CAD per hour of TAFB. Meal cost reimbursement shall be paid in Canadian dollars, unless travelling outside of Canada for more than twenty-four (24) hours, in which case the reimbursement shall be calculated in the currency where the Cabin Crew Member is overnighing and converted to Canadian dollars for reimbursement purposes.
2. Meal cost reimbursement will be paid on the same payday as a Cabin Crew Member's regular salary and will be one pay cycle in arrears.

ARTICLE 25 PAY SCHEDULE AND DISCREPANCIES**25.1 Pay Schedule**

25-1.01 Cabin Crew Member will be paid on a semi-monthly basis with pay dates on the middle of the month (approx.) on the fifteenth (15th) and the last day of the month (approx.) thirtieth (30th). Cabin Crew Member will be paid on the (approx.) last Business Day prior to that pay date.

25-1.02 The monthly scheduling period reconciliation will be paid on the fifteenth (15th) Calendar Day of the following month.

25-1.03 Cabin Crew Member shall be paid via direct deposit by the Company through the automated payroll distribution system.

25-1.04 Pay stubs will normally be made available electronically on the Calendar Day prior to the pay date.

25.2 Pay Discrepancies

25-2.01 Underpayments will be paid to a Cabin Crew Member on the next regular pay date. The Company shall normally confirm and issue payment on the next pay cycle unless further investigation into the underpayment is required.

25-2.02 In the case of an overpayment, the Company shall notify the Cabin Crew Member in writing that an overpayment has been made and will include an explanation of all relevant calculations.

25-2.03 Overpayments of one thousand two hundred dollars (\$1200) or less shall be recovered from the Cabin Crew Member in fifty dollars (\$50) increments per pay period. The Cabin Crew Member may make additional payments at their discretion. In the event the Cabin Crew Member is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.

25-2.04 Overpayments between one thousand two hundred dollars (\$1200) and two thousand four hundred dollars (\$2400) shall be recovered from the Cabin Crew Member in one-hundred-dollar (\$100) increments per pay period. The Cabin Crew Member may make additional payments at their discretion. In the event the Cabin Crew Member is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.

25-2.05 For overpayments greater than two thousand four hundred dollars (\$2400), the Company and the Cabin Crew Member will discuss a reasonable alternate payment plan. If the Company and the Cabin Crew Member cannot reach a mutually agreeable repayment plan, the Company will implement a repayment plan which, barring exceptional circumstances, shall not exceed twenty-four (24) months in duration and the minimum increment shall be no less than one hundred dollars (\$100) per pay period. In the event the Cabin Crew Member is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.

25-2.06 Carry-forward deductions from a previous monthly scheduling period which are a result of a Shift Trade(s) or absence(s) from the workplace are not subject to the above and shall be deducted from any future payments to be issued to the Cabin Crew Member.

ARTICLE 26 RATES OF PAY

26.1 Rates Of Pay

Effective July 1, 2023

Step	Active Service Completed	Day Rate	Days of Work	Annual Salary	Pay Rate Increase
1	Start Rate	\$ 139.07	18	\$ 30,038.40	
2	Completed 1 year	\$ 144.62	18	\$ 31,238.40	4%
3	Completed 2 years	\$ 150.40	18	\$ 32,486.40	4%
4	Completed 3 years	\$ 156.40	18	\$ 33,782.40	4%
5	Completed 4 years	\$ 162.67	18	\$ 35,136.00	4%
6	Completed 5 years	\$ 169.16	18	\$ 36,537.60	4%
7	Completed 6 years	\$ 175.96	18	\$ 38,006.40	4%
8	Completed 7 years	\$ 182.98	18	\$ 39,523.20	4%
9	Completed 8 years	\$ 190.31	18	\$ 41,107.20	4%
10	Completed 9 years	\$ 197.91	18	\$ 42,748.80	4%
11	Completed 10 years	\$ 205.82	18	\$ 44,457.60	4%

26-1.01 Except as otherwise stated, a Cabin Crew Member will accrue service for pay progression purposes effective on first day of employment.

26-1.02 Block Hour pay is not in effect. The following chart outlines block hour pay and when conversion to block hour pay occurs, Cabin Crew Member's will be notified of the effective date.

Step	Active Service Completed	Hourly Rate	Block Hours	Annual Salary	Pay Rate Increase
1	Start Rate	\$ 31.29	80	\$ 30,038.40	
2	Completed 1 year	\$ 32.54	80	\$ 31,238.40	4%
3	Completed 2 years	\$ 33.84	80	\$ 32,486.40	4%
4	Completed 3 years	\$ 35.19	80	\$ 33,782.40	4%
5	Completed 4 years	\$ 36.60	80	\$ 35,136.00	4%
6	Completed 5 years	\$ 38.06	80	\$ 36,537.60	4%
7	Completed 6 years	\$ 39.59	80	\$ 38,006.40	4%
8	Completed 7 years	\$ 41.17	80	\$ 39,523.20	4%
9	Completed 8 years	\$ 42.82	80	\$ 41,107.20	4%
10	Completed 9 years	\$ 44.53	80	\$ 42,748.80	4%
11	Completed 10 years	\$ 46.31	80	\$ 44,457.60	4%

ARTICLE 27 EXPENSES**27.1 Parking**

27-1.01 The Company will provide monthly parking to a Cabin Crew Member at their base provided the airport has designated employee parking available. Alternatively, the Company will cover the cost of the monthly parking at the Cabin Crew Member's Domicile provided the airport has designated employee parking available and the cost of the parking does not exceed the amount of the YYC parking cost. If the parking cost exceeds that of YYC, the difference will be deducted from the Cabin Crew Member's pay.

27.2 Incidentals

27-2.01 When extenuating circumstances arise during a pairing, a Cabin Crew Member shall contact the Inflight Manager / Team Leader or designate, or such other Company designated representative, to address the need to purchase basic necessities. An expense claim with supporting receipts must be submitted for reimbursement.

ARTICLE 28 VACATION, STATUTORY HOLIDAYS, GDO**28.1 Vacation**

28-1.01 A Cabin Crew Member's vacation allotment will be based on completed years of continuous service with the Company. Vacation allotment shall be prorated for a part year of Company service.

28-1.02 A Cabin Crew Member's annual vacation allotment is as follows:

- During the first three (3) years of employment, Cabin Crew Members earn two (2) weeks per year.
- From the commencement of the fourth (4th) year of employment until the end of the sixth (6th) year of employment Cabin Crew Members earn three (3) weeks per year.
- At the commencement of the seventh (7th) year of employment until the end of the ninth (9th) year of employment, Cabin Crew Members earn four (4) weeks per year.
- At the commencement of the tenth (10th) year of employment, Cabin Crew Members earn five (5) weeks per year until they leave the company, or a revised vacation allotment is introduced.

28.1.03 Vacation for full-time Cabin Crew Member is accrued and awarded in Day of Work Hours and calculated each pay period. A Cabin Crew Member shall receive this accrual each pay period in which they are Active. A Cabin Crew Member on an Inactive status for the full pay period does not receive an accrual; however, if the Cabin Crew Member is Active at least one (1) Day in the pay period, the full accrual for that pay period is granted.

28-1.04 Vacation pay for part-time Cabin Crew Member is accrued and paid out each pay period. Scheduled vacation time for part-time Cabin Crew Member shall be unpaid.

28-1.05 Vacation carryover is currently under review.

28.2 Statutory Holidays

28-2.01 The Company observes eleven (11) "Statutory Holidays" defined as the following:

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

28-2.02 In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday. Notwithstanding the preceding sentence, in no event will a Cabin Crew Member receive less statutory holidays than any other Company employee group. For the purposes of bidding statutory holidays are allocated on January 1 of each calendar year. A Cabin Crew Member shall bid these eleven (11) statutory holidays in a calendar year pursuant to below.

28.2.03 For a new-hire Cabin Crew Member, from their date of hire to the end of the current calendar year, statutory holidays will be prorated and will be scheduled by Crew Planning.

28-2.04 A Cabin Crew Member on any type of Inactive status shall forfeit their entitlement to any statutory holidays Days which occurred while they were on Inactive status, and they will not accumulate statutory holidays credit during their absence. After their return from Inactive status, statutory holidays Days will be reconciled.

28-2.05 One (1) statutory holiday will be paid a Day of Work for full-time Cabin Crew Member.

28.3 Vacation Credit Value

28-3.01 One vacation Day will be paid a Day of Work.

28-3.02 There will be multiple rounds of vacation bidding due to operational growth.

28-3.03 Cabin Crew Member will submit all preferences for individual vacation weeks for each round of bidding.

28-3.04 All Cabin Crew Member will bid on vacation based on seniority.

28-3.05 Cabin Crew Member will bid for their statutory holiday allotment in the same manner as they do for a vacation week.

28.3.06 On approximately October 1 of each year, the Company shall post a notice indicating total vacation bidding weeks available the following year and bidding shall begin with the deadline for submissions as indicated.

28-3.07 Results of vacation requests will be published to the Cabin Crew member as approved, denied or a reselect.

28-3.08 The Cabin Crew Member may dispute a vacation award to Crew Scheduling Team Leader within five (5) Calendar Days of the vacation awards in the first round being published. The Crew Scheduling Team Leader will have five (5) Calendar Days following the close of this period to issue a final decision.

28-3.09 Further rounds of vacation bidding shall commence after the Crew Scheduling Team Leader issues its final decisions on previous round disputes. Further rounds of vacation bidding shall be open for seven (7) Calendar Days.

28.4 Vacation Portability

28-4.01 Where a Cabin Crew Member is awarded and / or assigned a new base, classification, or aircraft type the Cabin Crew Member shall maintain their awarded and / or assigned vacation. Should the Cabin Crew Member's awarded vacation conflict with operational requirements, the Company may contact the Cabin Crew Member to amend their vacation award. Any such amendment must be with the agreement of the Cabin Crew Member.

28.5 Vacated Vacation Awards

28-5.01 A Cabin Crew Member may request a change to their awarded vacation weeks by emailing the Crew Planning department. Crew Planning will review all requests and may grant the request based on operational requirements and on a first-come first-serve basis and will not award vacation changes if Cabin Crew have not completed their initial bid.

28.6 Vacation Trades

28-6.01 A Cabin Crew Member may request to trade a vacation week(s) with another Cabin Crew Member who is in the same base, classification, and aircraft type, subject to required training. Cabin Crew Member must submit a request to trade a vacation week(s) by email to the Crew Planning department no later than bid closing one month prior to the month the vacation occurs.

28.7 Vacation And Guaranteed Day(s) Off (GDO)

28-7.01 One (1) week of vacation for Cabin Crew Member will consist of five (5) consecutive days and shall begin at 0100 LBT of the first vacation Day.

28-7.01 Should a Cabin Crew Member choose, up to two (2) GDOs shall be granted to them to attach to each of their awarded vacation blocks. The GDOs may be placed either before, after, or on either side of each vacation block. These GDOs are unpaid and contribute to the regular number of scheduled Days Off in a monthly scheduling period.

28.8 Vacation Reconciliation

28-8.01 Except as otherwise provided in this Agreement, a Cabin Crew Member who is on Sick Leave, who transitions from Sick Leave to LTD, leave of absence (LOA) or Workers Compensation Benefits (WCB), or any other leave and who has vacation Days previously accrued but not used, will have those Days either reassigned as a new vacation period upon their return to duty or, paid out to the Cabin Crew Member during the Company end of year reconciliation process.

28-8.02 A Cabin Crew Member who has taken more vacation than they earned shall, upon the Company end-of-year reconciliation process, have the option to reimburse the overage either in a lump sum, through Company payroll deduction by installments or a reduction of the same number of vacation Days from remaining entitlement of the current year.

ARTICLE 29 BENEFITS**29.1 Employee Savings Plan (ESP) Program**

29-1.01 Cabin Crew Member are eligible to participate in the ESP upon completion of Initial Training.

The Cabin Crew Member will have the option of contributing up to 3% of gross salary to account(s) in the ESP. This amount is eligible to increase to 4% after the completion of one year of employment. Cabin Crew Member contributions will be matched by the Company on a dollar-for-dollar basis and Company contributions to the ESP will be fully vested after an initial period of one (1) year and thereafter at the time of contribution. Cabin Crew Members will work with third-party investment advisors to invest in either registered (for example, Registered Retirement Savings Plan, Registered Education Savings Plan, or Tax-Free Savings Plan) or unregistered accounts, on a self-directed basis.

29.2 Health Benefits Plan

29-2.1 Cabin Crew Member shall be eligible to participate in the Company Health Benefits Plan commencing on the first day of employment.



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Justin Turc
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March 25, 2024

Via Email (ahatnay@kmlaw.ca)

Koskie Minsky LLP
20 Queen Street West
Suite 900
Toronto, ON M5H 3R3

Attention: Andrew J. Hatnay

This is Exhibit "J" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Dear Mr. Hatnay:

Re: **Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air**
Court File No. 2401-02664
CUPE Cabin Crew Members Bargaining Unit

Thank you for your letter of March 15, 2024.

In the absence of any authority (of which our understanding is that there are none) arising under the CCAA that provides for pay in lieu of group termination under WEPPA in the context of CCAA proceedings, the Monitor respectfully considers the matter of pay in lieu of group termination closed. As previously highlighted, unlike statutory severance pay and individual notice of termination under the *Canada Labour Code*, there is no express right in a termination occasioned by an unplanned liquidity crisis, urgent application for an initial order under the CCAA followed by an immediate cessation of operations, for employees to receive payment in lieu of notice of group termination.

It is not clear that CUPE requires the requested information to discharge its duty of representation. Further, and in any event, Lynx Air has not authorized the disclosure of such information to CUPE. In this respect, we remark that pursuant to paragraph 28 of the March 1, 2024 Order by the Honourable Justice Whiting, the Monitor has been directed not to provide information which Lynx Air has classified as confidential to any creditors (which would include employees) unless otherwise directed by the Court.

While the Monitor understands that some employees have expressed concern with respect to the calculation of vacation pay, most concerns appear to have been resolved after clarifying that vacation pay is only eligible under WEPPA as it relates to the eligible period, being the 6 month period before the date of the initial order. If CUPE is aware of any further concerns respecting vacation pay, please provide particulars for the Monitor's consideration.

Finally, the Monitor has brought CUPE's concerns with respect to Records of Employment to Lynx Air's attention. Lynx Air indicates that it will respond to further enquiries that CUPE may have in this regard.

We trust the foregoing addresses all matters raised in your letter of March 15, 2024.

Yours truly,

McCarthy Tétrault LLP



Justin Turc
Partner

April 2, 2024

Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

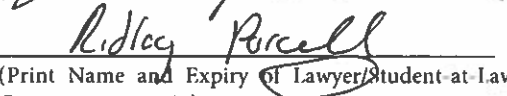
Via E-mail

McCarthy Tétrault LLP
Suite 4000, 421-7th Avenue S. W.
Calgary, Alberta T2P 4K9

Attention: Justin Turc

This is Exhibit "K" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.


(Commissioner for Oaths for the Province of Alberta)


(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Dear Mr. Turc:

**Re: *In the Matter of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba
Lynx Air, Court File No. 2401-02664***

**CUPE Cabin Crew Members Bargaining Unit
Undercalculation of Cabin Crew Severance Amounts for WEPPA Process
Our File No. 16407-240298**

We have reviewed your letter dated March 25, 2024 with our clients.

We do not agree with your proposition that the financial liquidity crisis of Lynx Air prior to it seeking protection from its creditors under the CCAA and the sudden mass termination of its 246 cabin crew employees without prior notice nor pay in lieu of notice, disentitle the employees to a claim in respect of mass termination severance under section 212 of the Canada Labour Code, R.S.C. 1985, c. L-2 (the "Code"), and thus a claim in respect of that amount under the WEPPA program.

We maintain the Monitor's calculations of each employees' severance claim is too low, and for some employees, the amount of their claims appear to be even below their entitlement under common law notice, which would still apply even if the mass termination provision under the Code are ultimately held not to.

The Monitor's exclusion of the mass termination provisions as well as an amount based on common law notice has the effect of depriving the terminated employees of their full entitlements under WEPPA, which the employees urgently need in the circumstances of their job losses.

We also disagree with your statement that the employment data of the Union members is not required to be provided to CUPE to discharge its duty of representation of its members. As we explained in our previous correspondence dated March 12, 2024, cases have held that privacy

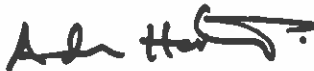
rights of the Union members are partially superseded by the rights of their Union, who those employees chose as their representative. CUPE is entitled to the employment and compensation data of its members, which CUPE requires so it can verify each of their members' severance calculations and ensure that they receive their full entitlement under WEPPA and for any future claims process. The refusal to provide the Union member data is obstructing the Union in its representation of its members.

Given the impasse with the Monitor on the above issues, our client wishes to bring the matter of: (i) the request of the members' employment and compensation data; and (ii) the applicable law to apply to the employees' mass termination entitlements, before the Canada Industrial Relations Board (the regulatory body that administers the *Code*; the "CIRB") for a determination.

We expect that this will require bringing a motion before the Court for an order lifting the CCAA stay of proceedings to facilitate the CIRB hearing. We have contacted the Court office who have advised that the Court has availability over the next few weeks for the lift stay motion.

Please advise that you will not oppose the lift stay motion and if so, the motion can proceed unopposed and efficiently. We will coordinate with you to schedule the hearing before the CIRB.

Yours truly,
KOSKIE MINSKY LLP



Andrew J. Hatnay
AJH/vdl

cc. Clients
Abir Shamim, *Koskie Minsky LLP*



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April 16, 2024

Via Email (ahatnay@kmlaw.ca)

Koskie Minsky LLP
20 Queen Street West
Suite 900
Toronto, ON M5H 3R3

Attention: Andrew J. Hatnay

Dear Mr. Hatnay:

**Re: Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air
(collectively, "Lynx")
Court File No. 2401-02664
CUPE Cabin Crew Members Bargaining Unit**

This is Exhibit "L" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

This letter is in reply to your letter dated April 2, 2024.

As it pertains to CUPE's request for the WEPPA calculations, in our letter dated March 25, 2024 we advised that the Monitor was not then authorized by Lynx to provide the WEPPA calculations. Lynx has now provided the Monitor with its consent for the Monitor to release the WEPPA calculations (please note day rate was used to calculate cabin crew claims). All information provided is based on the books and records of Lynx. The Monitor expects such information will be treated in accordance with the Union's obligations under applicable law, including applicable privacy legislation, and does not authorize the further disclosure of such information.

The Monitor considers the issue of the inclusion of pay in lieu of group termination under WEPPA closed. Despite repeated invitation, no authority has been provided to support CUPE's position that same ought to be included in WEPPA calculations and we remark that your April 2, 2024 letter references "mass termination severance" under the *Canada Labour Code*, which is not an applicable term or concept under the *Canada Labour Code*. Lastly, while we note that CUPE is now seeking the inclusion of common law reasonable notice, same is not eligible under WEPPA.

In terms of an application to the CIRB, the jurisdiction of the CIRB with respect to the Monitor or in respect of WEPPA calculations is not apparent and, in any event, in the circumstances it is more appropriate for any relief CUPE wishes to seek relative to same to be brought before the court supervising the CCAA proceedings. The Monitor will thus oppose any application by CUPE to seek to lift the stay to facilitate a CIRB hearing.

Please contact the undersigned if you would like to discuss this matter further.

Yours truly,

McCarthy Tétrault LLP



Justin Turc
Partner

Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air
Employee Entitlements Schedule

Schedule "A"

Name	Secured			Unsecured						Total	
	Wages	Vacation Pay	Total	Wages and VP	Termination	VP on Term	Severance	Benefits	ERP		
	0.00	1,351.77	1,351.77	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,785.05
	0.00	1,457.22	1,457.22	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,890.50
	0.00	1,832.29	1,832.29	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,265.57
	0.00	1,498.83	1,498.83	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,932.11
	0.00	1,850.78	1,850.78	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,284.06
	0.00	1,863.05	1,863.05	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,296.33
	0.00	2,000.00	2,000.00	897.38	9,803.74	392.15	737.55	1,107.69	392.15	13,330.66	15,330.66
	0.00	1,003.62	1,003.62	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,436.90
	0.00	2,000.00	2,000.00	203.59	9,803.74	392.15	737.55	1,107.69	392.15	12,636.87	14,636.87
	0.00	1,554.44	1,554.44	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,987.72
	0.00	1,517.08	1,517.08	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,950.36
	0.00	1,866.95	1,866.95	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,300.23
	0.00	1,996.81	1,996.81	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,430.09
	0.00	1,501.16	1,501.16	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,934.44
	0.00	1,332.09	1,332.09	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,765.37
	0.00	1,269.59	1,269.59	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,702.87
	0.00	1,407.95	1,407.95	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,841.23
	0.00	1,457.78	1,457.78	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,891.06
	0.00	1,433.49	1,433.49	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,866.77
	0.00	1,967.71	1,967.71	0.00	9,427.57	377.10	709.25	1,107.69	377.10	11,998.71	13,966.42
	0.00	1,442.38	1,442.38	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,875.66
	0.00	1,598.09	1,598.09	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,031.37
	0.00	1,506.72	1,506.72	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,940.00
	0.00	1,623.37	1,623.37	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,056.65
	0.00	1,067.14	1,067.14	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,500.42
	0.00	1,728.02	1,728.02	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,161.30
	0.00	1,436.76	1,436.76	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,870.04
	0.00	1,313.95	1,313.95	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,747.23
	0.00	1,674.70	1,674.70	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,107.98
	0.00	1,518.45	1,518.45	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,951.73
	0.00	1,124.54	1,124.54	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,557.82
	0.00	1,481.83	1,481.83	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,915.11
	0.00	1,445.14	1,445.14	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,878.42
	0.00	1,590.17	1,590.17	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,023.45
	0.00	1,769.58	1,769.58	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,202.86
	0.00	1,136.00	1,136.00	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,569.28
	0.00	1,615.48	1,615.48	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,048.76
	0.00	1,855.94	1,855.94	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,289.22
	18.38	1,518.83	1,537.21	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,970.49
	0.00	1,549.80	1,549.80	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,983.08
	0.00	1,983.44	1,983.44	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,416.72
	0.00	1,544.41	1,544.41	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,977.69
	0.00	1,427.34	1,427.34	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,860.62
	0.00	1,476.94	1,476.94	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,910.22
	0.00	1,492.55	1,492.55	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,925.83
	0.00	928.69	928.69	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	12,833.13

Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air
Employee Entitlements Schedule

Schedule "A"

Name	Secured			Unsecured							Total
	Wages	Vacation Pay	Total	Wages and VP	Termination	VP on Term	Severance	Benefits	ERP		
	0.00	1,635.98	1,635.98	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,540.42
	0.00	1,540.38	1,540.38	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,444.82
	0.00	1,080.43	1,080.43	0.00	9,803.74	392.15	737.55	1,107.69	294.11	12,335.24	13,415.67
	0.00	1,415.27	1,415.27	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,319.71
	0.00	1,580.11	1,580.11	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,484.55
	0.00	1,422.14	1,422.14	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,326.58
	0.00	1,567.36	1,567.36	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,471.80
	0.00	1,972.39	1,972.39	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,876.83
	0.00	1,670.15	1,670.15	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,574.59
	0.00	1,096.93	1,096.93	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,001.37
	0.00	1,337.74	1,337.74	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,242.18
	0.00	1,329.82	1,329.82	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,234.26
	0.00	1,416.47	1,416.47	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,320.91
	0.00	1,553.76	1,553.76	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,458.20
	0.00	1,541.86	1,541.86	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,446.30
	0.00	1,461.76	1,461.76	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,366.20
	0.00	1,878.77	1,878.77	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,783.21
	0.00	1,421.34	1,421.34	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,325.78
	0.00	1,536.22	1,536.22	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,440.66
	0.00	1,481.68	1,481.68	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,386.12
	0.00	2,000.00	2,000.00	118.19	9,427.57	377.10	709.25	1,107.69	282.83	12,022.63	14,022.63
	0.00	1,520.86	1,520.86	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,425.30
	0.00	1,402.56	1,402.56	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,307.00
	34.04	1,448.06	1,482.10	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,386.54
	0.00	1,383.59	1,383.59	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,288.03
	0.00	1,492.03	1,492.03	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,396.47
	0.00	1,261.64	1,261.64	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,166.08
	0.00	1,383.56	1,383.56	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,288.00
	0.00	1,488.73	1,488.73	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,393.17
	0.00	1,799.27	1,799.27	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,703.71
	0.00	1,125.65	1,125.65	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,030.09
	0.00	1,193.77	1,193.77	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,098.21
	0.00	1,347.65	1,347.65	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,252.09
	0.00	1,319.50	1,319.50	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,223.94
	0.00	1,463.78	1,463.78	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,368.22
	0.00	734.00	734.00	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	12,638.44
	0.00	1,498.82	1,498.82	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,403.26
	0.00	1,510.45	1,510.45	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,414.89
	0.00	1,329.27	1,329.27	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,233.71
	0.00	1,484.75	1,484.75	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,389.19
	209.94	1,492.39	1,702.33	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,606.77
	0.00	1,459.13	1,459.13	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,363.57
	0.00	1,490.89	1,490.89	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,395.33
	0.00	1,706.75	1,706.75	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,611.19
	0.00	1,345.03	1,345.03	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,249.47
	0.00	1,338.48	1,338.48	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,242.92

Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air
Employee Entitlements Schedule

Schedule "A"

Name	Secured			Unsecured						Total	
	Wages	Vacation Pay	Total	Wages and VP	Termination	VP on Term	Severance	Benefits	ERP		
	0.00	1,449.91	1,449.91	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,354.35
	736.61	1,263.39	2,000.00	609.48	9,427.57	377.10	709.25	1,107.69	282.83	12,513.92	14,513.92
	0.00	1,350.40	1,350.40	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,254.84
	0.00	1,454.42	1,454.42	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,358.86
	0.00	1,580.03	1,580.03	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,484.47
	0.00	1,523.85	1,523.85	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,428.29
	0.00	1,685.30	1,685.30	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,589.74
	0.00	1,528.30	1,528.30	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,432.74
	0.00	1,723.46	1,723.46	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,627.90
	0.00	2,000.00	2,000.00	3.88	9,427.57	377.10	709.25	1,107.69	282.83	11,908.32	13,908.32
	0.00	1,520.34	1,520.34	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,424.78
	0.00	1,500.18	1,500.18	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,404.62
	0.00	1,387.30	1,387.30	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,291.74
	0.00	1,598.14	1,598.14	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,502.58
	0.00	1,703.21	1,703.21	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,607.65
	0.00	1,473.93	1,473.93	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,378.37
	0.00	1,399.25	1,399.25	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,303.69
	0.00	1,503.20	1,503.20	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,407.64
	0.00	2,000.00	2,000.00	168.79	9,427.57	377.10	709.25	1,107.69	282.83	12,073.23	14,073.23
	0.00	2,000.00	2,000.00	168.79	9,427.57	377.10	709.25	1,107.69	282.83	12,073.23	14,073.23
	0.00	1,774.26	1,774.26	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,678.70
	0.00	1,132.57	1,132.57	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,037.01
	0.00	1,584.97	1,584.97	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,489.41
	0.00	1,466.00	1,466.00	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,370.44
	0.00	1,687.50	1,687.50	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,591.94
	0.00	1,649.87	1,649.87	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,554.31
	0.00	1,513.24	1,513.24	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,417.68
	0.00	1,317.61	1,317.61	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,222.05
	0.00	1,469.57	1,469.57	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,374.01
	0.00	1,372.44	1,372.44	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,276.88
	0.00	1,215.04	1,215.04	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,119.48
	0.00	1,224.00	1,224.00	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,128.44
	0.00	1,188.06	1,188.06	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,092.50
	0.00	2,000.00	2,000.00	243.32	9,427.57	377.10	709.25	1,107.69	282.83	12,147.76	14,147.76
	0.00	1,206.24	1,206.24	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,110.68
	0.00	1,692.85	1,692.85	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,597.29
	51.07	1,343.09	1,394.16	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,298.60
	0.00	1,544.27	1,544.27	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,448.71
	0.00	1,569.87	1,569.87	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,474.31
	0.00	1,415.87	1,415.87	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,320.31
	0.00	1,412.20	1,412.20	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,316.64
	0.00	1,447.39	1,447.39	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,642.58
	0.00	1,632.08	1,632.08	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,827.27
	0.00	1,539.58	1,539.58	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,734.77
	0.00	1,410.06	1,410.06	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,605.25
	0.00	1,681.89	1,681.89	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,877.08

Name	Secured			Unsecured							Total
	Wages	Vacation Pay	Total	Wages and VP	Termination	VP on Term	Severance	Benefits	ERP	Total	
	0.00	1,539.44	1,539.44	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,734.63
	0.00	1,474.63	1,474.63	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,669.82
	0.00	1,731.55	1,731.55	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,926.74
	0.00	1,982.43	1,982.43	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	13,177.62
	0.00	1,736.52	1,736.52	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,931.71
	0.00	1,314.62	1,314.62	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,509.81
	0.00	1,550.79	1,550.79	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,745.98
	0.00	1,512.80	1,512.80	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,707.99
	0.00	1,894.11	1,894.11	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	13,089.30
	0.00	1,642.73	1,642.73	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,837.92
	0.00	1,348.09	1,348.09	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,543.28
	0.00	1,480.31	1,480.31	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,675.50
	0.00	1,369.57	1,369.57	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,564.76
	0.00	1,494.39	1,494.39	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,491.88
	0.00	1,532.75	1,532.75	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,530.24
	0.00	1,461.71	1,461.71	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,459.20
	0.00	1,665.89	1,665.89	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,663.38
	0.00	1,665.89	1,665.89	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,663.38
	0.00	1,956.79	1,956.79	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,954.28
	0.00	1,087.67	1,087.67	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,085.16
	0.00	1,445.70	1,445.70	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,640.89
	0.00	1,312.30	1,312.30	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,309.79
	0.00	1,413.49	1,413.49	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,608.68
	0.00	1,437.89	1,437.89	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,435.38
	0.00	1,402.63	1,402.63	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,400.12
	0.00	1,396.88	1,396.88	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,394.37
	0.00	1,399.87	1,399.87	0.00	9,242.81	369.71	0.00	1,107.69	277.28	10,997.49	12,397.36
	0.00	619.88	619.88	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,815.07
	0.00	655.01	655.01	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,850.20
	0.00	633.41	633.41	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,828.60
	0.00	661.27	661.27	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,856.46
	0.00	672.72	672.72	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,867.91
	0.00	620.32	620.32	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,815.51
	0.00	683.32	683.32	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,878.51
	0.00	658.86	658.86	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,854.05
	0.00	749.57	749.57	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,944.76
	0.00	673.97	673.97	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,869.16
	0.00	840.73	840.73	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,035.92
	0.00	667.19	667.19	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,862.38
	0.00	657.92	657.92	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,853.11
	0.00	702.10	702.10	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,897.29
	0.00	638.73	638.73	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,833.92
	0.00	653.61	653.61	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,848.80
	0.00	745.69	745.69	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,940.88
	0.00	625.82	625.82	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,821.01
	0.00	721.10	721.10	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,916.29

Name	Secured			Unsecured							Total
	Wages	Vacation Pay	Total	Wages and VP	Termination	VP on Term	Severance	Benefits	ERP	Total	
	0.00	687.47	687.47	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,882.66
	0.00	657.91	657.91	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,853.10
	0.00	673.95	673.95	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,869.14
	0.00	737.31	737.31	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,932.50
	0.00	734.77	734.77	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,929.96
	0.00	695.66	695.66	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,890.85
	0.00	736.01	736.01	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	11,931.20
	0.00	272.53	272.53	0.00	10,195.86	407.83	767.05	1,107.69	407.83	12,886.26	13,158.79
	0.00	1,327.04	1,327.04	0.00	9,427.57	377.10	709.25	1,107.69	377.10	11,998.71	13,325.75
	9.72	478.71	488.43	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	12,921.71
	0.00	1,526.32	1,526.32	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	13,430.76
	0.00	237.89	237.89	0.00	9,427.57	377.10	709.25	1,107.69	282.83	11,904.44	12,142.33
	0.00	1,494.04	1,494.04	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	13,927.32
	0.00	1,375.87	1,375.87	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,571.06
	0.00	0.00	0.00	0.00	9,427.57	377.10	709.25	1,107.69	377.10	11,998.71	11,998.71
	0.00	1,535.59	1,535.59	0.00	9,427.57	377.10	0.00	1,107.69	282.83	11,195.19	12,730.78
	0.00	1,691.08	1,691.08	0.00	9,803.74	392.15	737.55	1,107.69	392.15	12,433.28	14,124.36
	1,059.76	311,318.57	312,378.33	2,813.82	2,359,798.78	94,391.57	117,411.95	273,599.43	70,841.88	2,918,857.43	3,231,235.76

April 19, 2024

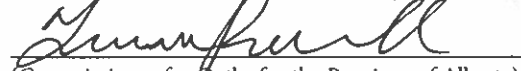
Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

Via E-mail

McCarthy Tétrault LLP
Suite 4000, 421-7th Avenue S. W.
Calgary, Alberta
T2P 4K9

Attention: Justin Turc

This is Exhibit "N" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of Lawyer/Student-at-Law/
Commissioner or JP)

Dear Mr. Turc:

Re: *In the Matter of Lynx Air Holdings Corporation and 1263343 Alberta Inc. dba Lynx Air*, Court File No. 2401-02664

**CUPE Cabin Crew Members Bargaining Unit
Undercalculation of Cabin Crew Severance Amounts for WEPPA Process
Our File No. 16407-240298**

We acknowledge receipt of your letter dated April 16, 2024 enclosing the Monitor's claim calculations that it made for the CUPE cabin crew employees for the purpose of the WEPPA process, and which do not include 16 weeks pay *in lieu* of group termination under section 212 of the *Canada Labour Code*, R.S.C. 1985, c. L-2 (the "Code").

The Monitor should not consider the issue of the exclusion of 16 weeks pay *in lieu* of group termination from the terminated employees' claims for WEPPA (nor a future claims process) closed.

We have previously provided you with sufficient legal authority that holds that pay *in lieu* of group termination should be included as a claim of the terminated employees against Lynx Air based on Lynx Air's termination of their employment without any prior notice.

We are also puzzled by your comment that common law reasonable notice is not included in the Monitor's claim it made for the employees' WEPPA applications, as that is also part of an employees' severance entitlement, and there is no exclusion for common law notice in the WEPPA Act nor the CCAA. If you have authority to exclude common law notice from the employees' claim for WEPPA, please provide it to us.

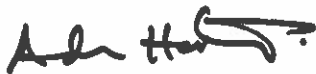
As we pointed out in previous correspondence, the exclusion of 16 weeks pay *in lieu* of group termination (as well as common law notice) results in an undercalculation of the employees' severance claims and in turn an underpayment of WEPPA to each of them. This adds to the hardship they are incurring caused by the loss of their jobs.

We have looked into the jurisdiction of the CIRB to determine the applicability of 16 weeks pay *in lieu* of group termination for the CUPE cabin crew employees in this case, and in light of the novel facts of this case that the Union was certified as the employees' bargaining agent, but no collective agreement was concluded prior to Lynx seeking CCAA protection and terminating the majority of its employees.

We will discuss with our client the position you convey in your letter that the Monitor will oppose a lift stay motion to proceed before the CIRB, and that the issue should instead be brought before the CCAA court for a determination. We will be back in touch with you shortly.

Yours truly,

KOSKIE MINSKY LLP



Andrew J. Hatnay
AJH/vdl

cc. Clients
Abir Shamim, *Koskie Minsky LLP*

Abir Shamim

From: Abir Shamim
Sent: May 30, 2024 4:12 PM
To: Turc, Justin
Cc: Andrew J. Hatnay; Veronica De Leoz
Subject: RE: CUPE and Lynx Air - Court File No. 2401-02664 - KM letter attached

Good afternoon, Mr. Turc,

Further to our letter of April 19, 2024, we have instructions to bring the issue of whether the terminated CUPE cabin crew employees are entitled to a claim based on 16 weeks' pay *in lieu* of group termination under section 212 of the *Canada Labour Code* (R.S.C. 1985, c. L-2) before the CCAA court for determination. We understand no specific judge is seized of this case. We would like to have a call with you tomorrow or Monday to discuss the scheduling of this motion.

Please let us know your availability.

Regards,

Abir



Abir Shamim (she/her)

Associate


T: +1 416-595-2039 | F: +1 416-204-2876 | E: ashamim@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

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This is Exhibit "O" referred to in the Affidavit of
NATASHA LISUN sworn before me on July 31, 2024.



(Commissioner for Oaths for the Province of Alberta)



(Print Name and Expiry of (Lawyer)/Student-at-Law/
Commissioner or JP)