

1 **MEMORANDUM OF UNDERSTANDING**
2 **between**
3 **HORIZON AIR INDUSTRIES, INC.**
4 **and the**
5 **ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

6 **CANADA VACCINE REQUIREMENT**

7 This Memorandum of Understanding ("MOU") is entered into between Horizon Air Industries, Inc. ("the
8 Company") and The Association of Flight Attendants-CWA ("the Association").

9 **WHEREAS**, the Company and the Association are parties to a collective-bargaining agreement setting
10 forth the rates of pay, rules and terms and conditions of employment for the Company's Flight Attendants
11 ("CBA");
12

13 **WHEREAS**, the Parties wish to provide procedures to protect the compensation and the schedule
14 integrity, to the extent possible, of Flight Attendants in light of Transport Canada's vaccine mandate;
15

16 **NOW THEREFORE**, the Company and the Association agree as follows:
17

18 A. Unvaccinated Flight Attendants

- 19 1. Flight Attendants who are not fully vaccinated against COVID-19 are not eligible to fly
20 into Canada due to Interim Order No. 51 ("Order 51"). The term "unvaccinated Flight
21 Attendants" includes:
- 22 a. Flight Attendants who have disclosed their unvaccinated status to the Company;
23
24 b. Flight Attendants who have not disclosed whether they are vaccinated or
25 unvaccinated; and
26
27 c. Flight Attendants who have been granted an accommodation by the Company
28 exempting them from being vaccinated and who require additional COVID-19 testing
29 under Order 51.
30
- 31 2. Unvaccinated Flight Attendants will be classified in AIMS as "NC – No Canada." The "NC –
32 No Canada" classification shall only be visible to the Company employees on a need-to-
33 know basis (e.g., crew scheduling, Inflight management). The "NC – No Canada"
34 classification shall not be published on the dispatch release, in B2B (Block 2 Block), in
35 eCrew/AIMS or in any other records or database accessible to other individuals.
- 36 3. All Canada flying assigned or awarded to an unvaccinated Flight Attendant will be
37 removed from January 15th, 2022 (including any flying into Canada that results in an RON
38 in Canada the night of January 14, 2022), through the end of the February bid period
39 (including March transition trips that begin in February). Affected Flight Attendants may
40 be rescheduled as follows:
- 41 a. The Flight Attendant who has flying removed mid-trip may be rescheduled to
42 other flying within the footprint of the removed flying. The rescheduling will
43 occur no earlier than twelve (12) hours prior to the start of duty on the duty
44 period from which the flying was removed.
45

- 46 b. The Flight Attendant will not be rescheduled to any form of reserve.
- 47
- 48 c. The Flight Attendant will not be rescheduled past their original release time.
- 49
- 50 d. If the removal of Canada flying, in addition to any previously scheduled ground
- 51 time, results in a sit in SEA of more than four (4) hours, the affected Flight
- 52 Attendant will be given a day room upon request.
- 53
- 54 4. Unless a Flight Attendant has confirmed notification of a rescheduled trip with a later
- 55 report time, they must report at the scheduled show time of the original trip.
- 56
- 57 a. If the Flight Attendant has only Canada flying in that duty period, they will be
- 58 released and pay guaranteed if no flying is available at check-in time or their
- 59 actual arrival time, whichever is later.
- 60
- 61 b. If the Flight Attendant's first leg (working or DH) involves flying into Canada,
- 62 they will be pay guaranteed for the Canada leg(s) if no flying is available at
- 63 check-in time or their actual arrival time, whichever is later. The Flight Attendant
- 64 will work all non-Canada legs of the trip.
- 65

Rescheduling Examples:

- 66
- 67
- 68 a. If the Flight Attendant has a day trip PDX-SEA-YYC-SEA-PDX, they would need to be
- 69 replaced for SEA-YYC-SEA. They can be assigned in SEA to any flying that would
- 70 allow them to rejoin the trip for the SEA-PDX leg. They will be paid and credited for
- 71 the greater of the original or rescheduled trip.
- 72
- 73 b. If the Flight Attendant has the same flying as described in Example A as a 2-day trip
- 74 with the RON in YYC, they can again be given any overnight that starts after they
- 75 arrive in SEA and finishes in time to rejoin their trip for the SEA-PDX leg. They will be
- 76 paid the greater of the original or the rescheduled trip.
- 77
- 78 5. If the Company does not reschedule a Flight Attendant into replacement flying, the Flight
- 79 Attendant will be pay guaranteed for any legs into or out of Canada that are removed
- 80 from their schedule.
- 81
- 82 6. Any Flight Attendant who is classified as "NC – No Canada" and picks up Canada flying in
- 83 SAP, Trip Trading, or by any other means, will have the flying removed by Crew
- 84 Scheduling and will not be pay protected for the removal.
- 85

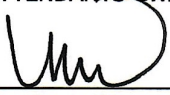
B. Vaccinated Flight Attendants

- 86
- 87
- 88 1. Only Flight Attendants who have attested to the Company that they are vaccinated
- 89 against COVID-19 may fly into or out of Canada.
- 90
- 91 2. All Canada flying removed by Crew Scheduling from unvaccinated Flight Attendants will
- 92 be placed into Open Time and offered for Premium Pay.
- 93
- 94 3. Canada flying self-assigned to a Reserve Flight Attendant will be paid at straight time.
- 95
- 96 4. Canada flying assigned to a Reserve Flight Attendant will be paid at 150% Premium Pay,
- 97 which will be paid above guarantee and will count toward the credit sort list.
- 98

99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121

- 5. Canada flying that was awarded to a vaccinated Flight Attendant in PBS or added in SAP will be paid at straight time, except as provided below.
- 6. Canada flying awarded to a vaccinated Flight Attendant as coverage ("unstacking") in PBS will be paid Premium Pay for the flying if the Flight Attendant correctly submitted a bid to avoid Canada and such bid was denied.
- C. The Company and the Association acknowledge and agree that multiple processes proposed in this MOU may be subject to manual audit(s). The Company and the Association further agree to cooperate on adjustments and corrections indicated by and required to fulfill the intent of each clause contained in this MOU.
- D. The Company and the Association shall meet to negotiate procedures for unvaccinated Flight Attendants for the March 2022 Bid Period and thereafter. This meeting must be scheduled and held by January 21, 2022.
- E. This Memorandum of Understanding will remain in effect until Order 51 is altered or repealed, or until the parties mutually agree to terminate or amend this MOU.
- F. The parties acknowledge that this MOU varies from their collective-bargaining agreement in certain ways. This variance from the CBA is specifically in response to Order 51 and is agreed to be non-precedent setting.

122 **IN WITNESS WHEREOF**, the parties hereto have signed this **MEMORANDUM OF UNDERSTANDING**
123 this 19th day of January, 2022.

124 FOR THE ASSOCIATION OF FLIGHT
125 ATTENDANTS-CWA, AFL-CIO
126 
127 _____
128
129 Lisa Davis-Warren
130 Master Executive Council President

FOR HORIZON AIR, INC.


Rachael Mattioli
Managing Director, Inflight