

Appendix "C"

The following new Letter of Understanding shall be added to the Collective Agreement:

The present Letter of Understanding applies to Cabin Personnel who choose to commute to work by air from their area of residence ("Commuter").

Commuters are expected to report for duty as scheduled. All flight and other costs incurred as a result of commuting will be the sole responsibility of the Commuter.

Upon having complied with the following conditions, Commuters who are unable to report for duty as scheduled due to commuting problems (for example: unforeseeable irregular operations, aircraft maintenance problems, day-of-flight aircraft downgrade and short-crewing or weight restrictions) will not be subject to discipline or have their unavailability count as an event or occurrence under the Corporate Attendance Management System ("CAMS"):

1. Commuters must enroll, in person, for participation in the present Commuter program with their Base Manager.
2. A Commuter must have at least one original and back-up flight option. The original flight option must be scheduled to arrive at least two (2) hours prior to scheduled check-in time. The back-up flight option must be scheduled to arrive at least thirty (30) minutes prior to scheduled check-in time. The foregoing shall not relieve a Commuter from exercising good judgment when choosing flights on which to commute. Examples of a failure to exercise good judgment include choosing to travel when adverse weather conditions are forecast or where oversold flights are foreseeable.
3. Commuters who are unable to report for duty as scheduled are required to immediately notify Crew Scheduling and report to a Base Manager upon arrival at their Base.
4. In the event that a Commuter is unable to report for duty as scheduled, he/she shall be required to provide a Base Manager with a copy of his/her boarding pass for both the original and back-up flights immediately upon arrival at his/her Base.
5. Upon being notified that a Commuter is unable to report for duty as scheduled, the Company may, at its discretion, reassign the Commuter as contemplated by the Collective Agreement or remove him/her from the scheduled flying.
6. Commuters will not be paid or credited for any portions of the duty periods for which they are unavailable, as contemplated by Article 5.11.04.
7. Commuters who are unable to report for duty as scheduled and who fail to comply with this Letter of Understanding shall be subject to disciplinary action or CAMS.