



## RECIPROCAL FLIGHT ATTENDANT CABIN SEAT AGREEMENT

Effective December 1, 2009 Air Transat and Omni Air agree to the mutual provision of transportation privileges for flight attendants under the following terms and conditions.

### **Eligibility**

Any active, current flight attendant (not trainee, contract, or furloughed) of Air Transat or Omni Air shall be eligible for transportation on the other carrier's aircraft subject to all applicable government regulations, individual carrier procedures including all applicable conditions of carriage each company, and other regulations.

Transportation is applicable on all Air Transat operated flights and is contingent on space availability and/or load restrictions on a segment by segment basis. Other regional partners or any future subsidiaries are excluded from this agreement. Priority will be given by each carrier on its own flights to its own employees and all NRSA passengers. Thereafter, crew members of other airlines that have entered into this or similar agreements with Air Transat will be accorded transportation a "first come, first served basis".

Each flight attendant must procedure proper identification upon check-in: a valid company photo ID displaying the word "CREW".

### **Procedure**

Flight attendant requesting transportation under this agreement must check in at the carrier's departure gate a minimum of 90 minutes before scheduled departure of flight. Listing ahead of time for a cabin seat under this agreement is not authorized.

Boarding is limited to cabin seats only. The number of seats assigned to the other carrier's flight attendants is limited only by the number of open seat in cabin. The boarded crewmember should introduce him/herself to the captain and flight attendant, and must comply with all directions of the captain and the flight attendants in the cabin.

Transportation provided under this agreement is solely for travel that is strictly personal in nature. Transportation under this agreement is not to be used for business related travel and is not be used in any way to facilitate a carrier's staffing or crew requirements.

Any crewmember utilizing transportation under this agreement while in uniform will be expected to conform to proper and complete uniform requirements. Crewmembers that are not in uniform must conform to dress code standards of business casual dress and grooming.

Strict professional conduct must be observed at all times. No one utilizing the Cabin Jumpseat Travel Agreement is allowed to consume alcoholic beverages.

**Other stipulations**

The carrier receiving service under this agreement releases the carrier providing service from all liability, damages, or claims arising out or resulting from the act or omission of that carrier receiving services or its employer in connection with the services, except to the extent caused by gross negligence or wilful misconduct of the carrier providing service.

It is understood that a carrier may deny transportation based on good faith concerns relating to flight departure schedules or times and insufficient time to process a particular employee's request under this agreement. There is no compensation or re-accommodation provided in the case of failure to be boarded, of being bumped enroute, or of lost luggage.

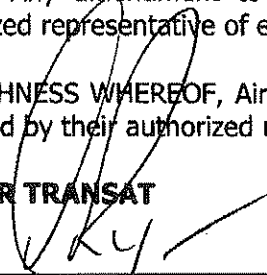
Each party hereto understands and agrees that the privileges granted under this agreement are granted from one company to another and confer no personal right or entitlement to any employees of the parties hereto. No party may assign its rights or the privileges of its crewmembers without the prior written consent of the other. Each party further agrees to communicate the conditions of this privilege to its crewmembers.

The parties acknowledge and agree that the reciprocal privileges described herein are sufficient consideration under this agreement, and no additional or other payment will be due under this agreement.

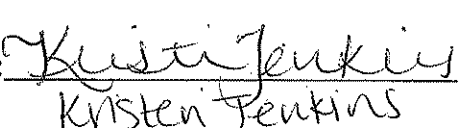
Any party hereto may terminate this Agreement on the 30 days prior written notice to the other.

This agreement shall supersede any previous agreements relating to that subject matter. Any amendment to this agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, Air Transat, and Omni Air have caused this agreement to be executed by their authorized representatives.

For: **AIR TRANSAT**  
By:   
Desmond Ryan  
Vice-President  
Inflight Service and Commissary

Date: Nov 24, 2009  
Carrier Code: TS  
Phone : 514-906-0330

For: **Omni Air**  
By:   
Kristen Jenkins  
Manager of Inflight  
Date: 12/7/09  
Carrier Code: OY  
Phone: 918 833 3828