

MINIMUM WAGE COMPLIANCE SELF-AUDIT SUMMARY

Scope and Methodology

For the purposes of the Minimum Wage Compliance Self-Audit, WestJet, an Alberta Partnership (“WestJet”), utilized the following scope and methodology:

- **Audit Window:** May 1, 2025 to January 31, 2026
- **Sample Size:** Forty (40) Cabin Personnel
- **Selection Criteria:** WestJet included the forty (40) most junior Cabin Personnel who had flying schedules as of May 1, 2025

The forty (40) Cabin Personnel sample size was proportionately distributed across all six (6) of WestJet’s bases (Vancouver, Calgary, Edmonton, Winnipeg, Toronto, and Montreal) and included thirty-seven (37) full-time Cabin Personnel and three (3) part-time Cabin Personnel. Any Cabin Personnel who had not completed initial training prior to the commencement of the audit window were excluded.

WestJet provided this methodology to the bargaining agent, the Canadian Union of Public Employees, Local 8125 (“CUPE”). WestJet also inquired with CUPE as to whether there were any specific examples among Cabin Personnel at higher pay steps who they believed should be investigated in the self-audit. CUPE did not provide any specific examples for WestJet to review.

To calculate the hourly wage rate in accordance with the Minimum Wage Compliance Self-Audit framework, WestJet included hourly compensation paid out for work in a given month and divided that amount by the duty time worked by the Cabin Personnel in that month.

WestJet did not include in the minimum wage calculation for this exercise any amounts paid out as per diem, paid sick time, paid personal leave time, vacation pay, WestJet Savings Plan matching payments up to 20% of annual earnings (either cash savings or RRSP), overtime, Owner’s Performance Award payments, paid parking, profit share, or any other compensatory entitlements afforded to Cabin Personnel under the collective agreement.

In reviewing the self-audit findings, there must be awareness of the Labour Program’s guidance and the *Canada Labour Code* framework that requires an assessment of whether the collective agreement otherwise provides a greater right or benefit than the benefits conferred by the minimum wage provisions.

Findings

Over the totality of the audit window, consisting of three hundred and sixty (360) months of compensation for the sample group, WestJet identified only four (4) months of concern in which a Cabin Personnel may not have been paid at least the statutory minimum wage for each duty hour worked in that month. For the audit window, these findings amount to a 99% rate of compliance with minimum wage requirements.

In reviewing the four (4) identified months of concern, WestJet identified that the common factor contributing to potential minimum wage non-compliance was that the Cabin Personnel altered their awarded flying schedule through shift trades and other self-modification mechanisms.

These findings create a concern of minimum wage non-compliance that WestJet is committed to resolving, regardless of the underlying basis for how they came about.

Corrective Measures

As a result of these self-audit findings, WestJet intends to take the following measures to ensure *Canada Labour Code* minimum wage compliance.

- **CUPE Policy Grievance:** Following the announcement of the Probe on Unpaid Work in the Airline Sector, CUPE filed a policy grievance on September 30, 2025, asserting that WestJet was non-compliant with its minimum wage obligations. This grievance has been referred to arbitration and it is WestJet's expectation that its historic and ongoing compliance with minimum wage requirements will be further vetted through that process.
- **Additional Payment:** For those situations in which WestJet can confirm that compensation for a Cabin Personnel was not compliant with minimum wage requirements, including for those individuals with the four (4) months of concern identified above, WestJet will issue a payment to rectify the wage shortfall.
- **Collective Bargaining:** WestJet and CUPE are currently in collective bargaining for a renewal collective agreement. It is WestJet's expectation that this process will include changes that will mitigate any risk that Cabin Personnel would receive less than the statutory minimum wage.