

Martine De Serres
Counsel
Regulatory and International

Air Canada Center
P.O. Box 7000, Airport Station
Dorval, Quebec H4Y 1J2
Canada

Direct: (514) 422-5883
Facsimile: (514) 422-5839

BY FACSIMILE

February 11, 2009

The Secretary
CANADIAN TRANSPORTATION AGENCY
Complaints and Investigation Division
Air & Marine Investigations Directorate
15, Eddy Street, 18th Floor,
Hull/Ottawa, Canada
K1A 0N9

Attention: Ms. Pauline Leclerc

Re: Complaint by Mr. Lloyd Alter against Air Canada
CTA File No. 08-50589 – O/F: 4402-0558

Dear Ms. Leclerc,

We are writing in response to your letter of January 13, 2009, regarding the above-captioned file. In response to Mr. Alter's complaint that Air Canada's handling fees for bicycles is unduly discriminatory, Air Canada respectfully submits the following.

1- Agency's jurisdiction

In the present matter, Mr. Alter is questioning the validity of Rule 195AC of Air Canada Canadian General Rule Tariff, applicable to transportation between Canada in the United States, on that basis that it would be discriminatory.

The Agency's jurisdiction over the terms and conditions for an air carrier that operates an international service is set out in section 111 of the *Air Transportation Regulations*¹:

¹ SOR/88-58 ("ATR").

"111. (1) All tolls and terms and conditions of carriage, including free and reduced rate transportation, that are established by an air carrier shall be just and reasonable and shall, under substantially similar circumstances and conditions and with respect to all traffic of the same description, be applied equally to all that traffic.

(2) No air carrier shall, in respect of tolls or the terms and conditions of carriage,

(a) make any unjust discrimination against any person or other air carrier;

(b) give any undue or unreasonable preference or advantage to or in favour of any person or other air carrier in any respect whatever; or

(c) subject any person or other air carrier or any description of traffic to any undue or unreasonable prejudice or disadvantage in any respect whatever.

(3) The Agency may determine whether traffic is to be, is or has been carried under substantially similar circumstances and conditions and whether, in any case, there is or has been unjust discrimination or undue or unreasonable preference or advantage, or prejudice or disadvantage, within the meaning of this section, or whether in any case the air carrier has complied with the provisions of this section or section 110"

In *Black vs. Air Canada*², the Agency determined that section 111 of the ATR has a similar meaning that article 67.2 of the *Canada Transportation Act*³, and therefore the interpretation of the concepts provided in those rules, including the concept of unjust discrimination, would apply simultaneously to both:

"The Agency notes that while the terminology used in subsection 67.2(1) of the CTA and section 111 of the ATR is not identical, it broadly refers to the issue of unreasonable or undue discrimination. Therefore, the words "unreasonable or unduly discriminatory" used in subsection 67.2(1) of the CTA encompass and capture the meaning of the terms used in section 111 of the ATR"

In *Bass v. Air Canada*⁴, the Agency has ruled that the question of whether a term or condition of carriage is unduly discriminatory is a two-step process:

² 746-C-A-2005 (hereinafter "Black")

³ S.C., 1996, c.10 ("CTA")

⁴ 37-C-A-2002 (hereinafter "Bass").

The first question for the Agency to consider, then, in determining whether a term or condition of carriage applied by an air carrier is "unduly discriminatory" within the meaning of subsection 67.2(1) of the CTA, is whether the term or condition of carriage is discriminatory.

In decision 248-C-A-2002 ("Hall")⁵, the Agency confirmed that a fee is not discriminatory where it is applied in a uniform and consistent manner. To the same effect, in *Black*, the Agency was asked to determine whether a reduction of free baggage allowance weight was unduly discriminatory, and concluded:

"A term or condition would be discriminatory if it singled out a particular category of traffic for different treatment for reasons that could not be justified. In the present case, given that Air Canada's reduced free baggage allowance applies to passengers purchasing Economy Class fares, the Agency finds that there is no evidence before it to suggest that such provision is discriminatory or that the provision has been applied in a discriminatory manner."

In light of the above, Air Canada submits that its handling fee for bicycles is not discriminatory, for the reasons more fully described below. In any event, Air Canada submits that even if its handling fee for bicycles could be considered discriminatory, which is expressly denied, such a fee could not be considered unduly discriminatory.

2- Air Canada's handling fee is not discriminatory

It is well established in law that discrimination is a distinction that must be based on personal characteristics that are fundamentally important, characteristics that are usually protected by human rights legislation such as sex, age, religion, etc. For example, in *Bass*, the Agency states:

"With respect to the meaning of the word "discriminatory", the Supreme Court of Canada, in *Andrews v. Law Society (British Columbia)*, [1989] 1 S.C.R. 143, held that "discrimination may be described as a distinction, whether intentional or not but based on grounds relating to personal characteristics of the individual or group, which has the effect of imposing burden, obligation, or disadvantages on such individual or group not imposed on others, or which withholds or limits access to opportunities, benefits, and advantages, available to other members of society".
(emphasis added)

⁵ 248-C-A-2002

The Agency then goes on to quote *O'Connell v. Canadian Broadcasting Corp.* (1988), 88 C.L.L.C. 17, 017. In *O'Connell*, the Canadian Human Rights Tribunal states:

Section 7(b) of the Canadian Human Rights Act describes it as a discriminatory practice... in the course of employment to differentiate adversely in relation to an employee on a prohibited ground of discrimination". It is a "discriminatory practice", according to section 10, for an employer "to establish or pursue a policy of practice... that deprives or tends to deprive an individual or class of individuals of any employment opportunities on a prohibited ground of discrimination. There is no definition of the term "discrimination" in the Act. However, both the courts and human rights tribunals have given substance to the term in a series of cases and hearings since the enactment of the legislation. The first point to note is that legislation is to be interpreted in a liberal, purposive manner. In the recent, unanimous decision of the Supreme Court of Canada in *Action Travail des Femmes v. Canadian National Railway* (1987), 76 N.R. 161 Dickson C.J. in addressing the issue of interpretation of human rights legislation drew attention to the purpose of the Act by quoting section 2 and in particular principle (a) which reads

[E]very individual should have an equal opportunity with other individuals to make for himself or herself the life that he or she is able and wishes to have, consistent with his or her duties and obligations as a member of society, without being hindered in or prevented from doing so by discrimination practices based on race, national or ethnic origin, colour, religion, age, sex or marital status, or conviction for an offence for which a pardon has been granted or by discriminatory employment practices based on physical handicap...

The Chief Justice went on to assert that the purpose of human rights legislation is "to give rise... to individual rights of vital importance". Although recognizing that in construing the provisions of such legislation words must be given their plain meaning, he stressed that it is important that "full recognition and effect" be given to the rights in question. He warned against searching "for ways and means to minimize these rights and to enfeeble their proper impact" (p. 182)." (*emphasis added*)

With respect, a person's preference for a certain sport is not an "individual right of fundamental importance". In addition, the handling fee applies equally to all passengers wishing to transport a bicycle, independently of the passenger's race, age, sex, religion, etc. Consequently, Air Canada's handling fee for bicycles cannot be considered discriminatory.

3- Air Canada's handling fee is not unduly discriminatory

In *Andersen vs. Air Canada*⁶, the Agency analyzed the meaning of undue, in the context of subsection 67.2(1) of the CTA:

The meaning of the word "undue" was the subject of a detailed analysis by the Federal Court of Appeal in *Via Rail Canada Inc. v. National Transportation Agency and Jean Lemonde*, [2001] 2 F.C. 25. In that case, the Court stated that:

While "undue" is a word of common usage which does not have a precise technical meaning the Supreme Court has variously defined "undue" to mean "improper, inordinate, excessive or oppressive" or to express "a notion of seriousness or significance". To this list of synonyms, the Concise Oxford Dictionary adds "disproportionate".

The Agency then concluded that it is "of the opinion that, in determining whether a term or condition of carriage applied by a domestic carrier is "unduly discriminatory" within the meaning of subsection 67.2(1) of the CTA, it must adopt a contextual approach which balances the rights of the traveling public not to be subject to terms and conditions of carriage that are discriminatory, with the statutory, operational and commercial obligations of air carriers operating in Canada. This position is also in harmony with the national transportation policy found in section 5 of the CTA".

Although Air Canada submits that its handling fee for bicycles is not discriminatory, it further submits that, even if it were, it could not be considered unduly discriminatory, by any stretch of the imagination.

Contrarily to Mr. Alter's suggestion that Air Canada's handling fees for sports equipment is based on whether the sport is a "traditional Canadian sport", Air Canada's handling fee is actually based on additional handling procedures required for certain items, including bicycles.

Indeed, bicycles usually require special care as they must be specifically picked up at the check-in counter or oversized area and hand-delivered to the baggage room, unlike other

⁶ 666-C.A-2001

baggage, which are sent down the baggage belt. Again upon arrival, they are specifically hand-delivered to a special oversized belt or drop off. In some airports, this process can be quite tedious and time consuming, and implies the removal of a staff member from the baggage room, a distraction from this employee's normal tasks for a special assignment to the handling of a bicycle. Consequently, it is not "improper" or "inordinate" for Air Canada to charge a fee for this special service.

Air Canada also charges handling fees for other special items that require special handling or the completion of documentation, such as firearms. Items that do not require special handling or that are not subject to special procedures are not subject to additional handling fees. Golf bags and skis, for example, can generally be sent down the oversize belt at most airports, as there is a straight belt. However, bicycles do not fit or cannot be sent down the belt and usually require someone from the baggage room to come and pick up the item at departure, and hand-deliver it upon arrival.

Air Canada also wishes to point out that handling fees for special items are an industry standard. Moreover, Air Canada actually charges less than other airlines for such a service. Consequently, the handling fee charged by Air Canada cannot be considered "excessive".

The following provides examples of major airlines providing transborder service that have handling fees for bicycles. Supporting documents, in the form of tariffs or general conditions of carriage, are referenced at the corresponding tab:

- United Airlines: USD \$175/CAD \$175 handling fee per bicycle (Tab 1);
- Delta Airlines: USD \$175/CAD \$175 handling fee per direction (Tab 2);
- American Airlines: USD \$100/CAD \$125 handling fee per bicycle (Tab 3);
- Continental Airlines: USD \$100/CAD \$100 handling fee per bicycle (Tab 4);
- Northwest Airlines: USD \$175/CAD \$175 handling fee per bicycle (Tab 5);
- US Airways: USD \$100/CAD \$100 handling fee per direction (Tab 6);
- Southwest Airlines: USD \$50 handling fee per direction (Tab 7);

For obvious operational reasons, Air Canada airport agents must treat all special items in accordance with Air Canada's policy regarding the items of its category, regardless of any special characteristics an item may have. Thus, our agents must treat all bicycles in accordance with our policy applicable to bicycles, regardless of whether they are foldable, and regardless of their weight and size. Check-in agents are not in a position to know whether foldable bicycles require the same handling than a more traditional bicycle, nor are they in a position to know at what size and weight a bicycle stops being subject to special handling. Consequently, Air Canada must treat all bicycles in the same manner.

For the reasons stated above, Air Canada respectfully submits that its handling fee for bicycles is not discriminatory, and certainly not unduly so. This fee is justified by operational constraints, as special handling procedures are required for such items. In addition, such a fee is in line with industry practice.

We trust the above is satisfactory. Please do not hesitate to contact us should you require further information.

Best regards,

A handwritten signature in blue ink, appearing to read 'Martine De Serres', written in a cursive style.

Martine De Serres
MDS/la

cc: Lloyd Alter

Tab 1

Tab 2

Airline Tariff Publishing Company, Agent

54th Revised Page DL-22

CANADIAN GENERAL RULES TARIFF NO. CGR-1

Circulars 33rd Revised Page DL-21

DELTA AIR LINES, INC.
SECTION V - BAGGAGE

BAGGAGE (Continued)**H) ACCEPTANCE OF OTHER SPECIAL ITEMS (Continued)**

- 1) **Bicycles**
Bicycles will not be included in determining the free baggage allowance and will be subject to a USD 175/CAD 175 fee each way. For tickets issued on/before July 30, 2008, no fees apply. For tickets issued on/after July 31, 2008 and for travel on/after August 5, 2008, USD 175/CAD 175 apply. Non-motorized touring or racing bicycles with single seats may be accepted as checked baggage on select flights. Bicycles must be packaged in a cardboard or canvas container with handlebars fixed sideways and pedals removed, or with handlebars and pedals encased in plastic, Styrofoam, or other similar material. The maximum outside linear dimensions may exceed 80 inches, but standard excess size charges apply. Limits on the total number of bicycles that may be accepted apply for some Delta Connection flights. For those flights, advance reservations are required.
- 2) **Child Restraint Seat**
A DOT-approved child restraint seat will be accepted for transportation in the passenger compartment when an additional seat is reserved, a ticket is purchased, and the restraint seat can be properly secured by the seat belt. If no ticket for the infant is purchased, Delta may, at its discretion, accept the seat for transportation in the passenger compartment if space is available. If no space is available, the child seat restraint must be checked as baggage at the gate, and will not count against the passenger's checked baggage allowance. Child carrier devices without DOT approval labels may not be used to secure the child when the seat belt sign is illuminated.
- 4) **Fishing Equipment**
Fishing poles (if properly encased) may be accepted even if the maximum outside linear dimensions exceed 80 inches, but (if does not exceed 125 inches; however, standard excess size charges apply.
- 5) **Golfing Equipment**
Items of golfing equipment may be accepted as checked baggage and one such item maybe included within the free baggage allowance. One item of golfing equipment is defined as one golf bag. Golf clubs must be packed in a hard side case. Delta will accept golf clubs packed in a soft side golf bag only if the passenger executes a Limited Liability Release for fragile items as set forth above. The maximum outside linear dimensions may exceed 80 inches, and no excess size charges apply. Standard weight limits and excess weight charges apply.
- 6) **Musical Instruments**
Subject to the rules for carriage of fragile items and the other rules set forth above, Delta may accept musical instruments or equipment whose outside linear dimensions do not exceed 120 inches provided the weight, including case, does not exceed 100 lbs. Standard overweight and oversize baggage charges or cabin seat luggage charges apply.
- 7) **Scuba-Diving Equipment**
One dive bag containing scuba equipment, other than an empty dive tank, may be accepted as part of your free baggage allowance. An empty dive tank will not be included in determining the free baggage allowance and will be subject to a USD 175/CAD 175 fee each way. For tickets issued on/before July 30, 2008, USD 180/CAD 180 apply; for tickets issued on/after July 31, 2008 and for travel on/after August 5, 2008, USD 175/CAD 175 apply. The maximum outside linear dimensions may exceed 80 inches, but standard excess size charges apply. Scuba equipment used by emergency rescue units will be accepted provided the weight does not exceed 150 lbs. and provided 24 hr. advance notice is given.
- 8) **Shooting Equipment (Sporting Firearms)**
Items of shooting equipment will be accepted as checked baggage only subject to the conditions and charges specified below.
- a) **Shooting Equipment Defined**
One item of shooting equipment is defined as:
 (CII) one box and quiver of arrows and maintenance kit enclosed in a case or container of sufficient strength to protect the box and quiver from accidental damage.
 (CIII) one gun case containing up to four rifles/shotguns/shooting material/tools;
 (CIII) one gun case containing up to five handguns/one scope/tools;
 vt (X)
- b) **Conditions of Acceptance**
Firearms must be unloaded and packed in a locked, hard side case with a key or combination in possession of the passenger only. Small area ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Ammunition with explosive or incendiary projectiles (Mgun powder, propellant charges for muzzle loading firearms such as pyrodex and black powder will not be accepted. Ammunition exceeding 5 Kgs. (11 lbs.) gross weight per passenger will not be accepted and may not be combined into one or more packages. For transportation via Delta flights operated by SkyWest, the maximum amount of ammunition accepted is 10 lbs. (M) Ammunition and gun powder will not be accepted as carry-on baggage.

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: November 4, 2008

EFFECTIVE: December 19, 2008

Tab 3

Airline Tariff Publishing Company, Agent

CANADIAN GENERAL RULES TARIFF NO. CDR-1

20th Revised Page AA-33
Cancel 19th Revised Page AA-33AMERICAN AIRLINES, INC.
SECTION V - BAGGAGE

RULE 155AA CONDITIONS AND CHARGES FOR ACCEPTANCE OF SPECIAL ITEMS (Continued)

(8) NOT USED

(9) RESTRICTED ARTICLES

Items listed in the DOT Hazardous Materials Regulations (49 CFR 171-177) and/or IATA Dangerous Goods Regulations will be accepted subject to advance arrangements and compliance with these regulations.

Limited quantities of dry ice (4.4 lbs) may be accepted for carriage in checked or carry-on baggage provided:

(1) The baggage is properly vented, labeled, and accurate shipper's certificates are presented to AA, and

(2) A handling service charge of USD 40.00/CAD 45.00 is paid.

(10) SCUBA DIVING-See SPORTING EQUIPMENT below.(11) SKIING-See SPORTING EQUIPMENT below.

(12) SPORTING EQUIPMENT

Applicable to transportation solely within the United States and/or Canada.

Sporting equipment items listed below will be accepted by AA subject to the conditions of acceptance and/or prescribed charges.

(1) One Pair of Antlers will be accepted as checked baggage. Antlers must be as free of residue as possible. The skull must be wrapped and tips protected. Linear dimensions must not exceed 115 inches. Acceptance is subject to aircraft size and load conditions. The passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or governmental regulations, requirements or restrictions of the country, state or territory to/from which the Antlers are being transported.

Charge: Antlers will be subject to a charge of USD 100.00/CAD 111.25.00 in addition to the applicable checked baggage fee, based on the number of checked bags.

(2) Archery Equipment is defined as one bow, one quiver with arrows and maintenance kit enclosed in a hard case or container to protect it from accidental damage. It will be accepted as checked baggage.

Charge: Archery equipment charged the applicable checked baggage fee for the 1st checked bag. When in excess each item will be subject to the excess baggage charge for a single piece whether or not presented as a single piece.

(3) Backpack/Knapsack with frame will be accepted as checked baggage, subject to the charges listed below.

Charge: Backpack/knapsack and frame will be accepted as checked baggage and when in excess, each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

(4) Bicycles

Bicycles will be accepted subject to the conditions and charges specified below. (For the purpose of this provision one item of bicycling equipment is defined as one bicycle.)

(a) Bicycle Characteristics

Carrier will accept nonmotorized touring or racing bicycles with single seats. Also will accept bicycles with tandem seats.

(b) Conditions of AcceptanceBicycles must have the handlebars fixed sideways and the pedals removed, or the pedals and handlebars must be encased in plastic foam or similar material. CO₂ cartridges to inflate tires are considered dangerous goods and will not be accepted in checked or carry-on baggage.(c) Charges

Bicycles will be subject to a charge of USD 100.00/CAD 111.25.00 per bicycle, whether or not presented as a single piece. In addition to the applicable checked baggage fee, based on the number of checked bags.

EXCEPTION: If bicycle and container are less than 62 linear inches and under 50 lbs., the rate is charged the applicable checked baggage fee for the 1st checked bag.(5) Boogie Boards

One boogie board will be charged the applicable checked baggage fee for the 1st checked bag. When in excess, each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: November 25, 2008

EFFECTIVE: January 9, 2009

Tab 4

CONTINENTAL AIRLINES, INC.
CONTRACT OF CARRIAGE

(revised December 22, 2008)

Transportation of Passengers and Baggage provided by Continental Airlines, Inc., Continental Micronesia, Inc., and Carriers doing business as Continental Express or Continental Connection, are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket or ticket receipt, or specified on any internet site, or in published schedules. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

Table of Contents

	PAGE
RULE 1 DEFINITIONS (revised December 7, 2007).....	1
RULE 2 STANDARD FORMAT OF ELECTRONIC RULES FOR TARIFF FILING PURPOSES (revised April 8, 2002).....	8
RULE 3 APPLICATION OF CONTRACT (revised October 20, 2008).....	8
RULE 4 RESERVATIONS — CONFIRMATION/FARE QUOTES/DISCLOSURES (revised August 17, 2008).....	9
RULE 5 CANCELLATION OF RESERVATIONS (revised October 20, 2008).....	10
RULE 6 TICKETS (revised September 4, 2008).....	11
RULE 7 TICKET VALIDITY PERIOD (revised December 22, 2008).....	12
RULE 8 RETURNED CHECK CHARGE (revised April 8, 2002).....	12
RULE 9 PREPAID TICKET ADVICE CHARGES (revised January 29, 2006).....	12
RULE 10 TRANSATLANTIC SURCHARGES (revised April 8, 2002).....	13
RULE 11 PACIFIC SURCHARGES (revised September 20, 2004).....	13
RULE 12 WESTERN HEMISPHERE SURCHARGES (revised September 20, 2004).....	13
RULE 13 ACCEPTANCE OF CHILDREN/MINORS AND INFANTS (revised March 10, 2008).....	13
RULE 14 SPECIAL SERVICES (revised May 11, 2008).....	14
RULE 15 MEDICAL SERVICES (revised September 4, 2008).....	15
RULE 16 SERVICE ANIMALS (revised October 13, 2006).....	17
RULE 17 GROUND TRANSFER SERVICE (revised April 8, 2002).....	17
RULE 18 COMMUTERS AND CODESHARE SERVICE (revised April 19, 2002).....	17
RULE 19 TRAVEL DOCUMENTS (revised December 22, 2008).....	18
RULE 20 SCREENING OF PASSENGERS AND BAGGAGE (revised June 1, 2002).....	18
RULE 21 REFUSAL TO TRANSPORT (revised May 24, 2004).....	19
RULE 22 SMOKING POLICY (revised December 22, 2008).....	20
RULE 23 BAGGAGE (revised December 22, 2008).....	20
RULE 24 FLIGHT DELAYS/CANCELLATIONS/AIRCRAFT CHANGES (revised December 7, 2007).....	23
RULE 25 DENIED BOARDING COMPENSATION (revised July 7, 2008).....	25
RULE 26 REROUTING (revised April 8, 2002).....	27
RULE 27 REFUNDS (revised August 17, 2008).....	27
RULE 28 ADDITIONAL LIABILITY LIMITATIONS (revised December 22, 2008).....	40
RULE 29 CUSTOMER SERVICE COMPLAINTS (revised April 8, 2002).....	44
RULE 30 PRIVACY NOTICE (revised July 7, 2008).....	44

- (i) Advanced arrangements must be made.
 - (ii) Rifles and shotguns must be packed in hard-sided locked cases. Containers may be purchased from CO.
 - (iii) Handguns must be packed in hard-side lockable luggage. Baggage containing handguns must be locked at the time of acceptance by CO and the key or combination retained in the Passenger's custody.
EXCEPTION: For travel to/from the United Kingdom, handguns must be packed in a hard side rifle case.
 - (iv) Baggage containing firearms will not be accepted knowingly for transportation by CO at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.
 - (v) Properly packaged small arms ammunition up to a maximum of 11 lbs. (five Kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31 Kgs). Ammunition with explosive or incendiary projectiles will not be accepted.
 - (vi) Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
 - (vii) When firearms used for sporting purposes are carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination.
EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in.
 - (viii) Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.
- (iv) **Water Skiing/Snow Skiing/Snowboard Equipment**
- a. For purposes of this provision, one snowboard, one snowboard bag containing up to two snowboards or one ski bag containing up to two pairs of skis and associated equipment and one ski boot bag will be considered as one item of sporting equipment. Acceptance is subject to aircraft size and load conditions.
 - b. Ski Bags and ski boot bags that contain other items in addition to or in place of appropriate snow or water skiing equipment or ski boots will be subject to Overweight/Oversize Excess Baggage Charges. CO is not liable for damage to Water Skiing/Snow Skiing/Snowboard Equipment.
- b) Unless otherwise indicated, one item of the following listed sporting equipment will be carried as Checked Baggage in lieu of one piece of Baggage. These items of sporting equipment are not included in determining the Baggage Allowance and will be subject to the service charges specified below. Service charges are in addition to any Excess Baggage Charges that will apply. Oversize/Overweight Baggage charges will not apply.
- (i) **Bicycles** - Subject to the conditions and charges specified below, one non-motorized bicycle with single seat or up to two non-motorized bicycles packed in one container per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or bicycles not contained in cardboard containers of hard-sided cases.
 - a. Bicycles must have handlebars fixed sideways and pedals removed, or handlebars and pedals encased in plastic foam or similar material, or bicycles must be placed in cardboard containers or hard-sided cases.
 - b. Bicycles will be subject to a service charge of USD 100/CAD 100.
EXCEPTION: (Applicable for travel within Area 3) Bicycles will be subject to a service charge of USD 50.
 - c. Bicycles will not be accepted for transportation during an Excess Baggage Uncharge when no Excess Baggage is allowed.
 - d. Bicycles will not be accepted for transportation on flights operating as Continental Express to Mexico, the Caribbean and Central America.
 - (ii) **Hang Gliding Equipment** - Subject to the conditions and charges specified below, one hang glider per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Hang Gliding Equipment.

Tab 5

Tab 6

Airline Tariff Publishing Company, Agent

CANADIAN GENERAL RULES TARIFF NO. CGR-1

8th Revised Page US-20
Cancels 7th Revised Page US-20US AIRWAYS
SECTION V - BAGGAGE

ORIG. ISSUED TO BAGGAGE CHARGES

C +C1A) OVERSIZE/OVERWEIGHT BAGGAGE CHARGES

If a single piece exceeds the maximum outside linear dimensions and/or weight limits set forth Rules 190 and/or 220 the following will apply:

- 1) Any container or baggage which exceeds the dimensions permitted in the baggage allowance, but is less than 80 inches in total measurement, with no single dimension greater than 77 in. will be accepted for a charge of USD 100.00/CAD 100.00 per piece.
- 2) The following overweight baggage charges will apply:

0-50 pounds	Free
51-70 pounds	USD 50.00/CAD 50.00
71-100 pounds	USD 100.00/CAD 100.00
Over 100 pounds	not accepted

EXCEPTION: Passengers traveling in First Class and passengers traveling to/from Japan are allowed a free baggage allowance of 70 pounds per passenger.

NOTE: The above charges are in addition to any charges applicable from paragraph B) above.

C +C1B) SPORTS EQUIPMENT

1)

Bicycles will be accepted as checked baggage for a charge of USD 100.00/CAD 100.00 per direction, if over 62 inches in total dimensions (total dimensions are length X width X height). One item of bicycle equipment is defined as one non-motorized touring or racing bicycle with a single seat.

Bicycles should be prepared for transportation by the passenger. Bicycle must be placed in a cardboard or hard case bike container. Bicycles not enclosed will still be accepted, however, the handlebars must be fixed sideways and pedals removed, or bicycle handlebars and pedals must be encased in plastic or foam or similar material for transport. A release form will also need to be signed by the passenger.

EXCEPTION: One bicycle may be accepted free of charge on trans-atlantic flights.

C +C1C) SURFBOARDS

1)

Surfboards will be accepted as checked baggage for a charge of USD 100.00/CAD 100.00 per direction. One item of surfing equipment consists of one surfboard. When packaging a surfboard, heels and/or knees must be removed or crated in such a manner as to prevent damage to other baggage.

C +C1D) WINDSURFING EQUIPMENT

1)

Windsurfing equipment will be accepted as checked baggage for a charge of USD 100.00/CAD 100.00 per item. One item of windsurfing equipment consists of: one windsurfing board with a wooden boom and one mast with a maximum length of 19 feet and a sail.

C +C1E) ARTISTS

1)

Artists will be accepted as checked baggage for a charge of USD 100.00/CAD 100.00 per direction. The following conditions of acceptance apply:

- 1) Dimension (H x W x L) must not exceed 120 inches
 - a) On the CRJ aircraft the largest dimension cannot exceed 33 inches and the overall dimensions cannot exceed 99 inches
 - b) On the Dash 8 aircraft the largest dimension cannot exceed 50 inches
- 2) Head/Skull must be completely clean and free of residue
- 3) Points must be covered and protected
- 4) One rack per ticketed customer
- 5) 2 or more racks may not be credited or combined

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: July 16, 2008

EFFECTIVE: August 30, 2008

(Except
as Noted)

Tab 7

SOUTHWEST AIRLINES CO.
CONTRACT OF CARRIAGE – PASSENGER (SIXTH REVISED)

61. - 64. Not used

65. Excess, Oversize, and Overweight Baggage Charges (Issued May 19, 2008; Effective May 19, 2008)

- A. Application – Excess, oversize, and overweight baggage charges specified in this Article will be applicable from the point at which the baggage is accepted to the point to which the baggage is checked.
- B. Charges:
- (1) The first item of baggage in excess of the free baggage allowance specified in Article 60 above will be accepted for a charge of Twenty-five Dollars (\$25.00). The second through seventh excess items will be accepted for a charge of Fifty Dollars (\$50.00) per item, and each additional excess item checked thereafter will be accepted for a charge of One Hundred and Ten Dollars (\$110.00) per item.
 - (2) Baggage in excess of sixty-two (62) inches but not more than eighty (80) inches (sum of outside length plus outside height plus outside width) will incur an oversize charge of Fifty Dollars (\$50.00) per item.
 - (3) Baggage weighing between fifty-one (51) and seventy (70) pounds will be accepted as checked baggage for an excess weight charge of Twenty-five Dollars (\$25.00) per item.
 - (4) Baggage weighing between seventy-one (71) and one hundred (100) pounds will be accepted as checked baggage for an excess weight charge of Fifty Dollars (\$50.00) per item.
- C. Exceptions - The following articles are excluded from the baggage weight and size limitations set forth in Articles 45 and 60 above and shall be acceptable for carriage upon the passenger's compliance with the special packing requirements and payment of applicable fees as follows:
- (1) Bicycles (defined as non-motorized and having a single seat) properly packed in a bicycle box or hard-sided case over 62 inches in total dimensions will be accepted as checked baggage for a charge of Fifty Dollars (\$50.00) per direction. Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other baggage. Bicycles packaged in cardboard or soft-sided cases will be transported as "conditionally accepted" items.

If the dimensions of a hard-sided bicycle case fall within the dimensions and weight limits established for normal checked baggage, *i.e.*, 62 inches or less in overall dimensions and under 50 pounds in weight, the Fifty Dollar (\$50.00) fee may be waived