

INTERIM MEMORANDUM OF AGREEMENT – SWOOP INTEGRATION

(the “Interim Integration MOA”)

Between

**Westjet, an Alberta Partnership
 (“WestJet”)**

-and-

**Swoop, Inc.
 (“Swoop”)**

-and-

**The Cabin Personnel in the service of WestJet
 (“Cabin Personnel”)**

**The Flight Attendants in the service of Swoop
 (“Flight Attendants”)**

As represented by the

**Canadian Union of Public Employees, Local 4070
 (the “Union”)**

(Collectively, the “Parties”)

WHEREAS:

- A.** The Union is certified to represent Cabin Personnel employed at WestJet (the “**WS Bargaining Unit**”) pursuant to the Canadian Industrial Relations Board (“**CIRB**”) Certification Order 11360-U, dated March 5, 2019.
- B.** The Union is certified to represent Flight Attendants employed at Swoop (the “**WO Bargaining Unit**”) pursuant to the CIRB Certification Order 11411-U, dated June 11, 2019.
- C.** WestJet and Swoop (the “**Companies**”) have announced that Swoop’s flight operations will be integrated into those of WestJet, with an operational integration date targeted to be on or about October 31, 2023 (the “**Operational Integration Date**”).
- D.** The Union has taken the position that the integration of Swoop’s flight operations into those of WestJet will constitute a sale of business in accordance with Section 44 of the *Canada Labour Code* (“**CLC**”) and the Company does not dispute this position.
- E.** The Parties hold a shared interest in effecting an orderly and timely integration of Swoop’s Flight Attendants into the WS Bargaining Unit.

- F. The Parties have identified a need for an interim integration process to start effecting the integration of Swoop's Flight Attendants into the WS Bargaining Unit.
- G. Except as specifically set out in this Interim Integration MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the CUPE-WestJet Collective Agreement (the "**WS Collective Agreement**") or the CUPE-Swoop Collective Agreement (the "**WO Collective Agreement**").

NOW THEREFORE, the Parties agree to the following:

1 Interim Integration Principles

1.1 Collective Agreement Application and Seniority

- 1.1.1 The Parties agree that following the integration of Flight Attendants into the WS Bargaining Unit, in accordance with the processes set out in this Interim Integration MOA, the WS Collective Agreement shall apply in full to those employees.
- 1.1.2 The Parties agree that the order in which Flight Attendants are integrated into the WS Bargaining Unit shall not affect their final seniority position in the WS Bargaining Unit.
- 1.1.3 The Parties agree that the final, integrated seniority list applicable to Cabin Crew and Flight Attendants who have been integrated into the WS Bargaining Unit, shall be determined as part of a subsequent, finalized integration agreement between the Parties.
- 1.1.4 In the interim period before a subsequent, finalized integration agreement between the Parties takes effect, Flight Attendants who have been integrated into the WS Bargaining Unit shall be added to the end of the current WS Seniority List in accordance with their WO Collective Agreement MSL seniority order.

1.2 Ongoing Proceedings

- 1.2.1 Ongoing grievances that remain active as between Swoop and the Union as of the Operational Integration Date will continue, and where appropriate, WestJet will be added as a party.

1.3 CIRB Sale of Business Process

- 1.3.1 In the event the Parties are unable to reach a subsequent, finalized integration agreement on any issues pertaining to the integration of the WO Bargaining Unit into the WS Bargaining Unit, such issue(s) shall be referred to the Canadian Industrial Relations Board for determination in accordance with Section 46 of the CLC.

2 INTEGRATION IMPLEMENTATION

2.1 Integration Process

- 2.1.1 All Flight Attendants employed by Swoop shall be offered Cabin Crew Member positions with WestJet (a “**WS Position Offer**”). Such offers shall be subject to the terms and conditions set out in this Interim Integration MOA.
- 2.1.2 WestJet shall utilize a bid process by which Flight Attendants at a base may bid on their WS Position Offer start dates (the “**Integration Bid**”). Start dates for WS Position Offers shall be awarded in WO Collective Agreement seniority order in that base.
- 2.1.3 In the event that an insufficient number of Flight Attendants bid on one (1) of the available start date options, any remaining WS Position Offers for that start date option will be assigned to Active Flight Attendants (or Inactive Flight Attendants with a Company approved return-to-work date or a Company confirmed return-to-duty date prior to that start date option) at that base in reverse seniority order. This reverse assignment process shall first be applied to the first start date option, and will then be applied in chronological order to the remaining start date options.
- 2.1.4 The Companies shall determine the start date options for the WS Position Offers, the timing of the Integration Bid, and the number of WS Position Offers offered in each base for each start date option.
- 2.1.5 If a Flight Attendant is awarded or assigned a WS Position Offer, they will be notified of their WS Position Offer via the email address identified by the Flight Attendant in their bid submission form.
- 2.1.6 A Flight Attendant shall be provided seven (7) calendar days to accept or decline a WS Position Offer from the date the notice of the WS Position Offer is sent via email. The email shall be formatted to ensure “delivery receipt”. If a Flight Attendant fails to respond to a WS Position Offer within this timeline, they shall be deemed to have declined that WS Position Offer and resigned from their employment with the Companies, unless extenuating circumstances outside the control of the Flight Attendant prevented them from responding to the WS Position Offer within the seven (7) day period.
- 2.1.7 If a Flight Attendant is awarded or assigned a WS Position Offer under this Section 2.1, the Flight Attendant must accept the WS Position Offer or they will be deemed to have resigned from their employment with the Companies.
- 2.1.8 If a Flight Attendant accepts a WS Position Offer, they shall be deemed to have resigned from their employment with Swoop effective as of their start date with WestJet.

- 2.1.9 Inactive Flight Attendants shall not be eligible to participate in the Integration Bid unless they have a Company approved return-to-work date or a Company confirmed return-to-duty date prior to the Operational Integration Date (in which case they may only bid on start date options that occur after their return to work or duty date). If, as of the date the Integration Bid opens, an Inactive Flight Attendant does not have a Company approved return-to-work date or a Company confirmed return-to-duty date prior to the Operational Integration Date, they shall instead be assigned a WS Position Offer at their current base upon receiving confirmation of such approved to return to work date or confirmed return-to-duty date at Swoop. The start date of that WS Position Offer shall be determined by the Companies.
- 2.1.10 A Flight Attendant's acceptance of a WS Position Offer with WestJet is binding on that individual.

2.2 Lead Flight Attendants

2.2.1 Notwithstanding Section 2.1.2 above, Swoop may elect to retain Lead Flight Attendants at Swoop to maintain its operational integrity until the Operational Integration Date. Prior to the Integration Bid, Swoop will inform the Union of the anticipated number of Lead Flight Attendants that need to remain at Swoop based on their operational requirements. Swoop will only retain the minimum number of Lead Flight Attendants required to ensure operational integrity.

2.2.2 If a Lead Flight Attendant:

- (a) has bid on and been awarded a WS Position Offer and,
- (b) has been selected by Swoop to instead be retained at Swoop;

then their rate of pay at Swoop shall be replaced by their applicable WestJet rate of pay, as determined in accordance with Section 2.4.1 below. This rate of pay increase at Swoop shall take effect on the start date of the WS Position Offer they were originally awarded and shall continue until their employment with Swoop ceases.

2.2.3 For the sole purposes of calculating Active service accrual for future pay step increases in accordance with Section 2.4.1 below, the WestJet start date for a Lead Flight Attendant that is retained by Swoop pursuant to Section 2.2.1 above shall be deemed to be the start date that was specified in the WS Position Offer that they were originally awarded.

2.3 Base Assignment

2.3.1 Flight Attendants currently based at Swoop's YEG base shall be offered Cabin Crew Member positions at WestJet's YEG base. Flight Attendants currently based at Swoop's YYZ/YHM base shall be offered Cabin Crew Member positions at WestJet's YYZ base.

2.4 Rates of Pay and Accrued Service

- 2.4.1 After accepting an WS Position Offer, a Flight Attendant's rate of pay will, on their start date with WestJet, move to the closest rate of pay (rounded up), without going over the maximum rate of pay or under the minimum rate of pay for that position. The Flight Attendant's start date with WestJet will be used for the purposes calculating Active service accrual for future pay step increases.
- 2.4.2 A Flight Attendant accepting a WS Position Offer shall also have their continuous accrued service with Swoop recognized at WestJet for the purposes of vacation allotment and retirement eligibility calculations.

2.5 2023 Calendar Year Vacation Blocks and Reconciliation

- 2.5.1 Subject to training requirements, WestJet shall provide all Flight Attendants accepting a WS Position Offer with the vacation block(s) that they had been awarded at Swoop for the 2023 calendar year.
- 2.5.2 Flight Attendants accepting a WS Position Offer shall have their vacation pay reconciled upon the cessation of their employment with Swoop in accordance with Article 44-9 of the WO Collective Agreement.
- 2.5.3 Section 2.5.2 above may result in a Flight Attendant being required to reimburse Swoop for a vacation overtake or in a Flight Attendant receiving a lump sum payment for undertaking their vacation at Swoop. Likewise, upon commencing employment with WestJet, the Flight Attendant's remaining vacation blocks in the calendar year may be with or without pay depending on their prior vacation usage at Swoop.
- 2.5.4 A further annual vacation reconciliation shall take place at WestJet at the beginning of the 2024 calendar year in accordance with Article 46-10 of the WS Collective Agreement.

2.6 Training

- 2.6.1 In accordance with Article 39-2 of the WS Collective Agreement, if a Flight Attendant is unsuccessful in their integration training at WestJet, they shall be provided with an opportunity for re-evaluation. Prior to re-evaluation, a Flight Attendant shall be given guidance as to why they were unsuccessful. WestJet shall provide the Flight Attendant with additional training in accordance with WestJet's standard training practices prior to re-evaluation.
- 2.6.2 If a Flight Attendant accepting a WS Position Offer fails their integration training at WestJet, including their re-evaluation opportunity, their employment with WestJet shall terminate and they shall be eligible to receive the termination pay and severance set out in Article

49 of the WS Collective Agreement. In such circumstances, the twenty-four (24) month continuous severance eligibility condition for severance shall not apply.

2.7 Benefits

- 2.7.1 Notwithstanding Article 18-1.02 of the WS Collective Agreement, a Flight Attendant will not be required to serve the three (3) month waiting period to be eligible to participate in the WestJet group benefit program following their acceptance of a WS Position Offer. Flight Attendants must still meet all other eligibility requirements of the WestJet group benefit program in order to participate.
- 2.7.2 Flight Attendants accepting a WS Position Offer shall be required to enroll in the WestJet group benefit program to select new coverage.
- 2.7.3 Notwithstanding Section 2.7.1 above, there may be an administrative waiting period for a Flight Attendant accepting a WS Position Offer in order to allow WestJet to facilitate their enrollment in the WestJet group benefits program. Such Flight Attendants shall not be entitled to participate in the WestJet group benefits program until this administrative waiting period has concluded; however, coverage through the WestJet group benefits program can still be applicable during this period.

2.8 WestJet Savings Plan (WSP)

- 2.8.1 Notwithstanding Article 44-1.01 of the WS Collective Agreement, Flight Attendants will not be required to serve the one-hundred and eighty (180) day waiting period to be eligible to participate in the WestJet WSP following their acceptance of a WS Position Offer. Flight Attendants must still meet all other eligibility requirements of the WestJet WSP in order to participate.
- 2.8.2 Flight Attendants accepting a WS Position Offer shall be entitled to receive the unvested matching contributions to their WSP from Swoop, if any, upon their cessation of employment with Swoop.
- 2.8.3 Notwithstanding Section 2.8.1 above, there may be an administrative waiting period for Flight Attendants accepting a WS Position Offer in order to allow WestJet to facilitate their enrollment in the WestJet WSP. Such Flight Attendants will not be entitled to participate in the WestJet WSP until this administrative waiting period has concluded.

2.9 Probation

- 2.9.1 Flight Attendants accepting a WS Position Offer shall not be required to serve a new probation period at WestJet.

- 2.9.2 If a Flight Attendant is still serving their original Swoop probation period as of their start date at WestJet, they shall be required to serve the remaining balance of that probation period at WestJet, in accordance with Article 14 of the WS Collective Agreement. The terms and conditions of Article 14 shall apply as if the probation period had commenced under the WS Collective Agreement.

2.10 Discipline

- 2.10.1 The active disciplinary record of a Flight Attendant accepting a WS Position Offer shall be transferred with the Flight Attendant to their employment at WestJet and shall remain active in accordance with Article 29-5 of the WS Collective Agreement. The terms and conditions of Article 29 shall apply as if the discipline had been issued under the WS Collective Agreement.
- 2.10.2 Ongoing disciplinary investigations at Swoop may be continued notwithstanding a Flight Attendant's acceptance of a WS Position Offer and cessation of employment with Swoop. If the disciplinary investigation results in corrective action, that corrective action shall be applied to the individual at WestJet as if their employment with Swoop has ceased as a result of their acceptance of a WS Position Offer.
- 2.10.3 Any grievances disputing discipline issued in accordance with Section 2.10.2 above may be initiated under the WS Collective Agreement grievance procedure.

2.11 Uniforms and Company Equipment

- 2.11.1 A Flight Attendant commencing employment at WestJet pursuant to a WS Position Offer shall be treated as a new-hire for their WestJet uniform allotment in accordance with Article 28 of the WS Collective Agreement.
- 2.11.2 A Flight Attendant accepting a WS Position Offer shall be permitted to keep their Swoop uniform pieces.
- 2.11.3 A Flight Attendant accepting a WS Position Offer must return the property of Swoop (excluding Uniform pieces) in accordance with the directions of Swoop and by no later than their start date with WestJet. A Flight Attendant failing to return the property of Swoop in accordance with this Section shall be placed on an unpaid leave of absence at WestJet until such time as the property is returned to Swoop.
- 2.11.4 If there are extenuating circumstances that would prevent a Flight Attendant from returning their Swoop property in accordance with Swoop's directions, the Flight Attendant may contact Swoop's Inflight base leadership to discuss alternate return arrangements.

2.11.5 Starting on the effective date of this MOA, Swoop shall cease applying uniform payroll deductions to those Flight Attendants who are still paying off their initial uniform costs in accordance with Article 28-2.02 of the WO Collective Agreement.

2.12 Unplanned Emergency Days / Sick Leave

2.12.1 Flight Attendants accepting a WS Position Offer shall be treated as a new-hire to WestJet for the purposes of Article 20 - Sick and Personal Leave.

3 OTHER TERMS

3.1 Disputes Arising Under this Interim Integration MOA

3.1.1 Any disputes regarding the interpretation, application, administration, or alleged violation of this Interim Integration MOA shall be filed at Step 3 and shall be resolved via the arbitration procedures set out in the WS Collective Agreement.

3.1.2 For clarity, the Parties acknowledge and agree that Section 3.1.1 above shall not provide an arbitrator the authority or jurisdiction to make any determination with respect to the integration of Flight Attendants into the WS Bargaining Unit, including any years of service or seniority entitlements and/or recognition of Flight Attendants upon being integrated into the WS Bargaining Unit, prior to the Parties reaching a subsequent, finalized integration agreement or the matter being determined by the CIRB.

3.2 General

3.2.1 The above recitals are true and shall form part of this Interim Integration MOA.

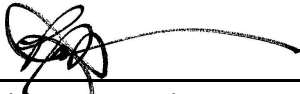
3.2.2 Except as specifically amending in this Interim Integration MOA, the provisions of the WS Collective Agreement and the WO Collective Agreement shall otherwise remain in full force and effect.

3.2.3 By the signature of the authorized representatives hereunder, the Company and the Union confirm their agreement to this Interim Integration MOA.

3.2.4 This Interim Integration MOA may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts, including signatures transmitted by facsimile or emailed PDF, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Interim Memorandum of Agreement – Swoop Integration as of the date(s) specified below.

For WestJet:

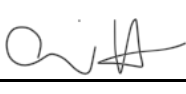


Robert Antoniuk
VP – Inflight

August 2, 2023

Date

For CUPE:




Alia Hussain
President, CUPE Local 4070

August 2, 2023

Date

For Swoop:



Mark Rallo
Manager, Inflight

August 2, 2023

Date