

MEMORANDUM OF AGREEMENT

Between

WestJet, an Alberta Partnership
("WestJet ")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
("CUPE")

(collectively, the "Parties")

WHEREAS:

- A. The Company would like to conduct an off-cycle vacancy bid.
- B. On a without prejudice and precedent basis, the Parties have agreed to conduct an off-cycle vacancy bid with certain adjustments made to the eligibility parameters of this bid.

NOW THEREFORE the Parties agree as follows:

- 1. The Company will conduct a vacancy bid during the week commencing February 6, 2023 (the "Vacancy Bid").
- 2. For the purposes of this Vacancy Bid only, the bid participation restrictions set out in the following Articles of the Collective Agreement shall not apply:
 - a. 24-4.01 A new hire Cabin Personnel will be ineligible to participate in the vacancy bid for the duration of their probationary period in accordance with Article 14 – Probation.
 - b. 24-4.02 A Cabin Personnel who has been awarded a vacancy under 24-2 or 24-3 above shall be ineligible to participate in a subsequent vacancy bid or otherwise participate in a further Cabin Personnel initiated base transfer for a period of twelve (12) months following the effective date of their new base or new classification.
 - c. 24-6.04 A part-time Cabin Personnel who has completed a mutual base exchange shall be ineligible to participate in a further base exchange for a period of twelve (12) months following the effective date of their new base.
- 3. A Cabin Personnel awarded a vacancy as a result of the Vacancy Bid shall be ineligible to participate in a subsequent vacancy bid or otherwise participate in a further Cabin Personnel initiated base transfer for a period of twelve (12) months following the effective date of their new base or new classification.
- 4. Any Cabin Managers reclassified under 24-5.01 of the Collective Agreement shall, through the Vacancy Bid and as a one time exception to Article 24-5.03 of the Collective Agreement, be eligible to bid on a Cabin Manager vacancy at a different base. If there are more current and reclassified Cabin Managers bidding for the classification than there are available Cabin Manager vacancies at a base, then the awarding of the available Cabin Manager vacancies shall be done in seniority order amongst those Cabin Managers bidding for the vacancy(ies).

- 5. Except as specifically amended in this Memorandum of Agreement, the provisions of the Collective Agreement shall otherwise remain in full force and effect.
- 6. The preamble forms an integral part of this Memorandum of Agreement.
- 7. By the signature of authorized representatives hereunder, WestJet and CUPE, confirm their agreement to the terms set out herein.
- 8. This Memorandum of Agreement 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 Memorandum of Agreement on the dates set out below.

For WestJet:

Greg Orth
Signature

Greg Orth
Name (Print)

FEBRUARY 2, 2023
Date

For CUPE:

Alia Hussain
Signature

Alia Hussain
Name (Print)

01/02/2023
Date