

MEMORANDUM OF AGREEMENT

Between

Swoop, Inc.
("Swoop")

-and-

The Cabin Personnel in the service of Swoop, Inc.
(the "Flight Attendants")

As represented by the

Canadian Union of Public Employees, Local 4070
(the "Union")

(Collectively, the "*Parties*")

WHEREAS:

- A. The Collective Agreement between the Parties was ratified on September 25, 2021 (the "**Collective Agreement**").
- B. In accordance with Article 8-1.05 of the Collective Agreement, the Parties have met and agreed to make certain amendments to the Collective Agreement.
- C. The Parties wish for the negotiated amendments to be incorporated directly into the Collective Agreement prior to it being printed for distribution.
- D. This Memorandum of Agreement will be subject to a ratification votes, available to the Flight Attendant population.

NOW THEREFORE, the Parties agree to the following:

1 Collective Agreement Amendments

- 1.1 Article 4-1.04 shall be added to Article 4-1 of the Collective Agreement as follows:

New Language

4-1.04 The Company shall notify the Union, in writing, of the names and contact information of any new hire Flight Attendants who have completed their initial line indoctrination.

- 1.2 Article 20-1.01 of the Collective Agreement shall be replaced as follows:

Old Language

20-1.01 Unplanned emergency days (UEDs) may be utilized by a Flight Attendant who is absent from work due to a bona fide illness or injury that is not covered under the provisions of workers' compensation legislation, and will be administered in accordance with such intent.

New Language

20-1.01 Unplanned emergency days (UEDs) may be utilized by a Flight Attendant who is absent from work due to a *bona fide* illness, ~~or~~ injury that is not covered under the provisions of workers' compensation legislation, **or are required to quarantine by an authorized Public Health Agency**, and will be administered in accordance with such intent.

1.3 Article 33-1.02 (and Note) of the Collective Agreement shall be replaced as follows:

Old Language

33-1.02 Bidding options shall include:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) Layover location;
- d) Specific Guaranteed Day(s) Off;
- e) Guaranteed Days Off between work periods; and
- f) Any additional bidding option(s) identified and mutually agreed upon by the Union and the Company.

NOTE: 33-1.02 shall be effective no later than three (3) monthly scheduling periods following the ratification of this Agreement

New Language

NOTE: To be implemented no later than the October 2022 monthly scheduling period.

33-1.02 Bidding options shall include:

- a) Pairing Report Time;
- b) Pairing Release Time;
- c) Layover location;

d) Specific Guaranteed Day(s) Off;

e) Guaranteed Days Off between work periods;

f) Depart from location (Desire/Avoid);

g) Red-eye pairings (Desire/Avoid); and

ƒ **h)** Any additional bidding option(s) identified and mutually agreed upon by the Union and the Company

1.4 Articles 33-2.01 (and Note) of the Collective Agreement shall be replaced as follows:

Old Language

NOTE: Effective no later than three (3) monthly scheduling periods following the ratification of this Agreement

33-2.01 The Company will apply the following procedures for releasing schedules:

Day of Month	Event
13	The Company will publish the monthly electronic bid packages by 0900 MT. These shall be considered the final bid packages for the monthly bidding period.
15	Bidding period for the following month will close by 2359 MT.
25	Schedules for the following month will be released no later than 2359 MT.

New Language

NOTE: To be implemented for August 2022 monthly schedule bidding.

33-2.01 The Company will apply the following procedures for releasing schedules:

Day of Month	Event
13	The Company will publish the monthly electronic bid packages by 0900 MT. These shall be considered the final bid packages for the monthly bidding period.
15	Bidding period for the following month will close by 2359 1300 MT.
25	Schedules for the following month will be released no later than 2359 2100 MT.

1.5 Article 33-8.02 shall be added to Article 33-8 of the Collective Agreement as follows:

33-8.02 A Red-eye Duty Period shall be planned to be a maximum of twelve (12) hours long and cannot have more than two (2) flight sectors.

1.6 Articles 33-15.04 of the Collective Agreement shall be replaced as follows:

Old Language

33-15.04 A Flight Attendant is permitted a maximum of three (3) Trip Trades per monthly scheduling period.

New Language

33-15.04 A Flight Attendant is permitted a maximum of **four (4)** ~~three (3)~~ Trip Trades per monthly scheduling Period.

2 Other Provisions

2.1 Except as specifically amended in this Memorandum of Agreement, the provisions of the Collective Agreement shall otherwise remain in full force and effect.

2.2 The amendments contained this Memorandum of Agreement shall be incorporated into the Collective Agreement prior to its printing in accordance with Article 49 of the Collective Agreement. The bolding and underlining shall be removed, and the struck language shall be deleted, as part of the process of incorporating this language into the Collective Agreement.

2.3 By the signature of the authorized representatives hereunder, the Company and the Union confirm their agreement to the Collective Agreement amendments set out in this Memorandum of Agreement.

2.4 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 – Collective Agreement Amendments as of the date(s) specified below.

For Swoop:



Mark Rallo
Manager of Inflight

For CUPE:



Crystal Hill
President, CUPE Local 4070



Manvi Kalia
Labour Relations Manager

June 6, 2022

Date



Allan Ramsarran
Base Vice President Swoop



Brigitte Benoit
YYC Base Vice President WestJet

June 2, 2022

Date