

MEMORANDUM OF AGREEMENT

Between

**WestJet, an Alberta Partnership
("WestJet")**

-and-

**The Cabin Personnel in the service of WestJet, an Alberta Partnership
("Cabin Personnel")**

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 March 20, 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.
- D.** This Memorandum of Agreement will be subject to a ratification vote, available to the Cabin Personnel population. This ratification vote will be completed prior to April 1, 2024.

NOW THEREFORE, the Parties agree to the following:

1 Collective Agreement Amendments

1.1 Article 34-18.04 of the Collective Agreement shall be replaced as follows:

Old Language

34-18.04 When a Cabin Crew Member is reassigned to a higher classification on a flight(s) the Cabin Crew Member will be paid a premium payment of 16.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification. Reassignment to a higher classification shall be assigned by seniority among the Cabin Crew Members assigned to that flight(s)

Effective January 1, 2023, the value of this reassignment premium payment shall be 21.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

Effective January 1, 2025, the value of this reassignment premium payment shall be 26.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

New Language

34-18.04 When a Cabin Crew Member is reassigned to a higher classification on a flight(s) the Cabin Crew Member will be paid a premium payment of 16.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification. Reassignment to a higher classification shall be **offered in seniority order** among the Cabin Crew Members assigned to that flight(s). **The more senior Cabin Personnel will have the right to decline the reassignment, provided a more junior Cabin Personnel is available among the Cabin Crew Members assigned to that flight(s). The most junior Cabin Crew Member must accept the reassignment if all of the senior Cabin Crew Members have declined the reassignment.**

Effective January 1, 2023, the value of this reassignment premium payment shall be 21.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

Effective January 1, 2025, the value of this reassignment premium payment shall be 26.875% of the Cabin Crew Member's rate of pay for all Credit Hours worked at the higher classification.

1.2 Article 21-3.05 of the Collective Agreement shall be replaced as follows:

Old Language

21-3.05 During a period of maternity or parental leave, the Cabin Personnel shall:

- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Continue to accrue service for pay progression purposes;
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

New Language

21-3.05 During a period of maternity or parental leave, the Cabin Personnel shall:

- a) **At the beginning of their leave, have the choice as to whether or not they will be maintaining all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans for the duration of their leave;**
- b) Continue to accrue service for pay progression purposes; and
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

1.3 Article 46-7.01 of the Collective Agreement shall be replaced as follows:

Old Language

46-7.01 A Cabin Personnel may request a change to their awarded vacation weeks by emailing the Crew Planning department. Crew Planning will review all requests and may grant the request based on operational requirements and on a first-come first-serve basis.

New Language

46-7.01 A Cabin Personnel may request a change to their awarded vacation weeks **by submitting the form available on the Cabin Crew Device to** the Crew Planning department. **Cabin Personnel shall receive a copy of their submission noting the date and time the form was submitted.** Crew Planning will review all requests and may grant the request based on operational requirements and on a first-come first-serve basis.

1.4 Article 46-8.01 of the Collective Agreement shall be replaced as follows:

Old Language

46-8.01 A Cabin Personnel may request to trade a vacation week(s) with another Cabin Personnel who is in the same base, classification, and aircraft type, subject to required training. Cabin Personnel must submit a request to trade a vacation week(s) by email to the Crew Planning department no later than bid closing one month prior to the month the vacation occurs.

New Language

46-8.01 A Cabin Personnel may request to trade a vacation week(s) with another Cabin Personnel who is in the same base, classification, and aircraft type, subject to required training. Cabin Personnel must submit a request to trade a vacation week(s) **by submitting the form available on the Cabin Crew Device** to the Crew Planning department no later than bid closing one month prior to the month the vacation occurs. **Cabin Personnel shall receive a copy of their submission noting the date and time the form was submitted**

1.6 Article 27-1.01 of the Collective Agreement shall be replaced as follows:

Old Language

27-1.01 All Cabin Personnel are required to have a valid passport. The Company will reimburse a Cabin Personnel for the cost of a replacement passport and passport photos once every ten (10) years for a ten (10) year passport.

New Language

27-1.01 All Cabin Personnel are required to have a valid passport. The Company will reimburse a Cabin Personnel for the cost of a replacement passport (including non-Canadian passports) and passport photos. **The Cabin Personnel shall only be eligible for passport and passport photo reimbursement in accordance with the timeline for the longest-term passport they are eligible to receive (e.g. once every ten (10) years if they are eligible to obtain a ten (10) year passport).**

1.7 For clarity purposes, the below chart will be added to Article 41 - PAY ADMINISTRATION

41-11.05 The per diem rates shall be as follows:

	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
Standard	\$3.61	\$3.68	\$3.75	\$3.83	\$3.91
North America layovers	\$4.69	\$4.78	\$4.88	\$4.98	\$5.08
Intercontinental layovers	\$5.43	\$5.54	\$5.65	\$5.76	\$5.88
UK/Ireland/Japan/Iceland layovers	\$6.12	\$6.24	\$6.37	\$6.50	\$6.63

1.8 Articles 34-12.04 through 34-12.06 of the Collective Agreement shall be replaced as follows:

Old Language

34-12.04 On any flight blocked greater than eight (8) hours and up to eleven and one half (11.5) hours, each Cabin Personnel will receive inflight crew rest of one (1) hour.

34-12.05 On any flight blocked greater than eleven and one half (11.5) hours and up to fourteen (14) hours, each Cabin Personnel will receive inflight crew rest of two (2) hours.

34-12.06 On any flight blocked greater than fourteen (14) hours and up to sixteen (16) hours, each Cabin Personnel will receive inflight crew rest of a three and one half (3.5) hours.

New Language

34-12.04 On any flight blocked greater than eight (8) hours and up to eleven and one half (11.5) hours, each Cabin Personnel will receive inflight crew rest of **a minimum of** one (1) hour.

34-12.05 On any flight blocked greater than eleven and one half (11.5) hours and up to fourteen (14) hours, each Cabin Personnel will receive inflight crew rest of **a minimum of** two (2) hours.

34-12.06 On any flight blocked greater than fourteen (14) hours and up to sixteen (16) hours, each Cabin Personnel will receive inflight crew rest of **a minimum of** three and one half (3.5) hours.

1.9 Articles 34-12.11, as set out below, shall be added to the Collective Agreement.

34-12.11 Crew rest shall be managed to not disrupt Company requirements with onboard experience, cabin presence, and in-flight safety/emergencies.

1.10 Article 35-5.14 (b) of the Collective Agreement shall be replaced as follows:

Old Language

35-5.14 b) If two (2) or more Reserve Holders meet the criteria of 35-5.14 a) above, the more senior Reserve Holder will have the right to decline the assignment when more junior Reserve Holders are available. The most junior Reserve Holder must accept the duty assignment.

For the purposes of 35-5.14 b), where the Company contacts the more senior Reserve Holder and the senior Reserve Holder does not immediately answer the call the Company shall contact the next Reserve Holder until the pairing is assigned.

New Language

35-5.14(b) If two (2) or more Reserve Holders meet the criteria of 35-5.14 a) above, the more senior Reserve Holder will have the right to decline the assignment when more junior Reserve Holders are available. **For clarity, if the more senior Reserve Holder is eligible for more than one assignment at the time of the offer, the more senior Reserve Holder shall be offered all available assignments they are eligible for and shall be advised if they are able to decline all assignments or if one (1) must be accepted.** The most junior Reserve Holder must accept the duty assignment. For the purposes of 35-5.14 b), where the Company contacts the more senior Reserve Holder and the senior Reserve Holder does not immediately answer the call the Company shall contact the next Reserve Holder until the pairing is assigned.

2 Other Provisions

- 2.1 The amendments contained in this Memorandum of Agreement shall take effect seven (7) Days following the date this Memorandum of Agreement is ratified.
- 2.2 Except as specifically amended in this Memorandum of Agreement, the provisions of the Collective Agreement shall otherwise remain in full force and effect.
- 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.

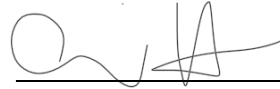
For WestJet:



Robert Antoniuk
VP – Inflight, WestJet AP

April 12, 2024
Date

For CUPE:



Alia Hussain,
President, CUPE Local 4070

April 11, 2024
Date