

MEMORANDUM OF AGREEMENT (MOA) – YYZ METERING PROCESS DELAYS

Between

**Swoop, Inc.
(the “Company”)**

-and-

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

As represented by the

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

(Collectively, the “Parties”)

WHEREAS:

- A.** The Greater Toronto Airport Authority (“GTAA”) has implemented a capacity metering program at Toronto Lester B. Pearson International Airport (“YYZ Airport”), which may require that passengers and Flight Attendants on a transborder or international flight (an “Affected Flight”) remain onboard the aircraft at the YYZ Airport arrival gate until they are permitted to deplane (the “Metering Process”).
- B.** The Metering Process can include one or both a customs hold and a metered deplaning of passengers, and is only triggered upon the GTAA providing notification to the Company that an Affected Flight is to be subject to the customs hold and/or metered deplaning of passengers at the arrival gate at the YYZ Airport.
- C.** The Metering Process has resulted in unusually lengthy wait times at the arrival gates of the YYZ Airport for passengers and Flight Attendants on Affected Flights, and has on occasion required Flight Attendants to remain onboard the aircraft after their duty period ends.
- D.** On a without prejudice or precedent basis, and without any admission of liability of the part of the Company, the Parties have agreed to temporarily implement a compensation process for Flight Attendants impacted by the Metering Process at the YYZ Airport as described below in this MOA.

NOW THEREFORE, the Parties agree to the following:

1 YYZ Metering Compensation Process

- 1.1 For the purposes of this MOA, “Metering Wait Time” shall refer to the period of time in which the deplaning of an Affected Flight arriving at the YYZ Airport is delayed due to the Metering Process, starting from the In Event of the flight and ending upon either the GTAA notifying the Company that the Metering Process has concluded for that flight or upon the completion of the deplaning process, whichever occurs first.
- 1.2 If a Flight Attendant on an Affected Flight is required to remain onboard the aircraft at the arrival gate of the YYZ Airport due to the Metering Process, they will be paid but not credited for the duration of the Metering Wait Time at their applicable hourly rate of pay (“Metering Pay”).
- 1.3 The Company will determine a Flight Attendant’s eligibility for Metering Pay and the duration of the Metering Wait Time.
- 1.4 Notwithstanding Paragraph 1.3 above, the Lead Flight Attendant on an Affected Flight shall be responsible for submitting a report to the Company via an electronic form link (to be provided to Flight Attendants), which report shall confirm that the Metering Process was implemented for that flight and indicate the corresponding start and end times for the Metering Wait Time. This report is intended to support the Metering Wait Time information received from GTAA by the Company.
- 1.5 Delays for any reason other than the Metering Process shall not be compensable with Metering Pay.
- 1.6 The Metering Pay will be included as part of the monthly scheduling period reconciliation, which is paid on the fifteenth (15th) Calendar Day of the following month.
- 1.7 The Company agrees to provide the Metering Wait Times to the Union on a monthly basis.

2 DURATION AND TERMINATION

- 2.1 This MOA shall come into force effective July 1, 2022 and shall terminate on September 6, 2022.

3 DISPUTES

- 3.1 Any disputes between the Company and the Union arising out of the interpretation, application, administration, or alleged violation of this MOA shall be subject to the grievance and arbitration procedures set out the Collective Agreement.

3.2 Notwithstanding Paragraph 3.1 above, any disputes relating to the Metering Wait Time shall not be subject to the grievance and arbitration procedures set out in the Collective Agreement.

4 APPLICABILITY OF THE COLLECTIVE AGREEMENT

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

5 Other Provisions


5.1 The preamble forms an integral part of this MOA.

5.2 This MOA is made without prejudice or precedent to existing or future matters between the Parties and cannot be referred to in bargaining or at any arbitration between the Parties, except for purposes related to the execution of this MOA.

5.3 This 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 Memorandum of Agreement – YYZ Metering Process Delays as of the date(s) specified below.

For Swoop:




Mark Rallo
Manager, Inflight

July 18, 2022

Date

For CUPE:



Crystal Hill,
President, CUPE Local 4070

July 18, 2022

Date