

## APPENDIX A

### WS-WR-WO FLOW MOA AMENDING AGREEMENT

Between

WestJet, an Alberta Partnership  
("WestJet AP")

-and-

WestJet Encore Ltd.  
("Encore")

-and-

Swoop, Inc.  
("Swoop")

-and-

The Cabin Crew Members / Flight Attendants in the service of WestJet AP, Encore, and Swoop  
("Cabin Personnel")

As represented by the

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

(Collectively, the "Parties")

WHEREAS:

- A. The WS-WR-WO FLOW Memorandum of Agreement took effect on September 25, 2021 (the "Flow MOA").
- B. The Parties wish to make certain amendments to the Flow MOA in specific regard to Section 4 – Permanent Employment with WestJet AP of the Flow MOA.

NOW THEREFORE, the Parties agree to the following:

#### POET Requirement

- 1 Subject to Paragraphs 2 and 3 below, the Company has agreed to temporarily suspend the requirement for Encore and Swoop Cabin Personnel to pass a Post-Offer Employment Test ("POET") pursuant to Section 4.3.2 of the Flow MOA before they will be permitted to commence permanent employment with WestJet AP.
- 2 Notwithstanding the POET requirement suspension detailed in Paragraph 1 above, WestJet AP may still require Encore and Swoop Cabin Personnel to pass a new POET before they may commence permanent employment with WestJet AP in the event that the Cabin Personnel

was unsuccessful in completing any portion of their original POET at Encore or Swoop, as applicable, or in the event that there are objective concerns that the Cabin Personnel may not be able to fulfill all of their employment responsibilities at WestJet AP.

- 3 WestJet AP will provide at least thirty (30) days' prior notice to the Union if it will be reinstating the POET requirement under Section 4.3.2 of the Flow MOA.

#### WestJet AP Group Benefit Program

- 4 Notwithstanding Section 4.3.1 of the Flow MOA and Article 18-1.02 of the WestJet AP Collective Agreement, Encore and Swoop Cabin Personnel will not be required to serve the three (3) month waiting period to be eligible to participate in the WestJet AP group benefit program upon commencing permanent employment with WestJet AP pursuant to the Flow MOA. The Cabin Personnel must still meet all other eligibility requirements of the WestJet AP group benefit program in order to participate.
- 5 Those Encore and Swoop Cabin Personnel commencing permanent employment with WestJet AP pursuant to the Flow MOA will be required to enroll in the WestJet AP group benefit program to select new coverage.
- 6 Notwithstanding Section 4.3.1 of the Flow MOA, Encore Cabin Personnel commencing permanent employment with WestJet AP pursuant to the Flow MOA will carry with them into the WestJet AP group benefit program their claims history for those Encore benefits which are based on frequency (e.g. the one eye examination per person every 24 months). Their claims history for those Encore benefits which are based on benefit plan year maximums (e.g. the per year maximum eligible expense reimbursement for paramedical services provided by a psychologist or physiotherapist) will not be carried with them upon their enrollment into the WestJet AP group benefit program.
- 7 Notwithstanding Paragraph 4 above, there may be an administrative waiting period for Encore and Swoop Cabin Personnel commencing permanent employment with WestJet AP pursuant to the Flow MOA in order to allow WestJet AP to facilitate their enrollment in the WestJet AP group benefits program. Encore and Swoop Cabin Personnel will not be entitled to participate in the WestJet AP group benefits program until this administrative waiting period has concluded.
- 8 In the event that WestJet AP changes its group benefit program provider, Paragraphs 4, 5, and 6 above shall cease to be effective unless WestJet AP, at its sole discretion, elects to maintain them with the new group benefit program provider. If WestJet AP will be maintaining one (1) or more of these Paragraphs, it will communicate to the Union which Paragraphs will be maintained prior to effective date of the new group benefit program provider.

#### WestJet AP WestJet Savings Plan (WSP) Participation

- 9 Notwithstanding Section 4.3.1 of the Flow MOA and Article 44-1.01 of the WestJet AP Collective Agreement, Encore and Swoop Cabin Personnel will not be required to serve the one-hundred and eighty (180) day waiting period to be eligible to participate in the WestJet AP WSP upon commencing permanent employment with WestJet AP pursuant to the Flow MOA. The Cabin Personnel must still meet all other eligibility requirements of the WestJet AP WSP in order to participate.
- 10 Encore and Swoop Cabin Personnel commencing permanent employment with WestJet AP pursuant to the Flow MOA will not be entitled to receive any unvested matching contributions to the WSP from Encore or Swoop, as applicable, upon their cessation of employment with that Company.
- 11 Notwithstanding Paragraph 9 above, there may be an administrative waiting period for Encore and Swoop Cabin Personnel commencing permanent employment with WestJet AP pursuant to the Flow MOA in order to allow WestJet AP to facilitate their enrollment in the WestJet AP WSP. Encore and Swoop Cabin Personnel will not be entitled to participate in the WestJet AP WSP until this administrative waiting period has concluded.
- 12 In the event that WestJet AP amends the WestJet AP WSP, Paragraph 9 above shall cease to be effective unless WestJet AP, at its sole discretion, elects to maintain Paragraph 9 following its amendments to the WestJet AP WSP. WestJet AP will communicate to the Union prior to effective date of the WestJet AP WSP amendments whether or not Paragraphs 9 above shall be maintained.

#### Other Provisions

- 13 This Amending Agreement shall take effect no later than December 1<sup>st</sup>, 2022.
- 14 Except as specifically amended in this Amending Agreement, the provisions of the Flow MOA and the three (3) Collective Agreements shall otherwise remain in full force and effect.
- 15 By the signature of the authorized representatives hereunder, the Company and the Union confirm their agreement to the Flow MOA amendments set out in this Amending Agreement.
- 16 This Amending 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 Amending Agreement as of the date(s) specified below.

For WestJet AP:



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Greg Orth  
VP – Inflight

For CUPE:



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Alia Hussain  
Interim President, CUPE Local 4070

**OCTOBER 28, 2022**

\_\_\_\_\_  
Date

**October 28, 2022**

\_\_\_\_\_  
Date

For Encore:



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Lisa Davis  
Vice President and General Manager

For Swoop:



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Mark Rallo  
Manager, Inflight

**OCTOBER 28, 2022**

\_\_\_\_\_  
Date

**OCTOBER 28, 2022**

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Date