

**MEMORANDUM OF 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 Union is, separate from this Memorandum of Agreement (this "MOA"), in collective bargaining with each of WestJet AP, Encore, and Swoop (each a "Company") for the purposes of reaching first collective agreements with each of those Companies;
- B.** The Parties hold a shared interest in allowing Cabin Personnel on layoff from one Company to access available work at another Company;
- C.** Except as specifically set out in this MOA, nothing herein is intended to otherwise modify, supersede, or otherwise amend the contractual provisions negotiated in the WestJet AP Collective Agreement, the Encore Collective Agreement, or the Swoop Collective Agreement; and
- D.** This MOA will be subject to three (3) ratification votes, available to the Cabin Personnel population at each of the three (3) Companies.

**NOW THEREFORE**, the Parties agree to the following:

## **1 IMPLEMENTATION**

### **1.1 Term and Coming into Effect**

- 1.1.1 In the event this MOA is ratified by Cabin Personnel in each of the three (3) bargaining units at WestJet AP, Encore, and Swoop, and the WestJet AP Collective Agreement is ratified, the term of this MOA shall commence on the date of this MOA's ratification by the majority of Cabin Personnel at each of WestJet AP, Encore, and Swoop and shall continue until its expiry on January 1, 2026 (the "Term").
- 1.1.2 For further clarity, this MOA shall not take effect unless the WestJet AP Collective Agreement is ratified by a majority of WestJet AP Cabin Personnel, regardless of whether this MOA has otherwise been ratified by the majority of Cabin Personnel at each of the three (3) Companies.
- 1.1.3 This MOA shall not form a part of the WestJet AP Collective Agreement, the Encore Collective Agreement, or the Swoop Collective Agreement, but shall be binding on the Parties throughout its Term. The MOA shall be attached as an appendix to each of the WestJet AP, Encore, and Swoop Collective Agreements for reference purposes only.
- 1.1.4 Section 4 of this MOA shall only come into effect for Encore Cabin Personnel following the coming into effect of the Encore Collective Agreement with the Union. Likewise, Section 4 of this MOA shall only come into effect for Swoop Cabin Personnel following the coming into effect of the Swoop Collective Agreement with the Union.
- 1.1.5 The above recitals are true and shall form part of this MOA.

## **2 COMPANY BUSINESS**

### **2.1 WestJet AP**

- 2.1.1 WestJet AP is the "mainline" carrier.

### **2.2 Encore**

- 2.2.1 WestJet AP may only utilize turboprop and regional jet aircraft at Encore, whether through capacity purchase agreements or other similar arrangements.

### **2.3 Swoop**

- 2.3.1 Swoop is intended to service the market segment seeking ultra-low-cost air travel.

- 2.3.2 The mandate of Swoop is to support the strength, sustainability, and growth of all three (3) airlines in the WestJet family.
- 2.3.3 Swoop's aircraft shall not be configured with business class cabins and shall not include lie flat seats or individual pods.

### **3 SECONDARY RECALL**

#### **3.1 Definitions**

##### 3.1.1 In this MOA:

- 3.1.1.1 **"Original Company"** means the Company from which a Cabin Personnel is initially laid-off from and for which they are eligible for recall at for permanent employment; and
- 3.1.1.2 **"Destination Company"** means a Company, other than the Original Company, for which a Cabin Personnel is eligible for recall from layoff at for the purposes of temporary employment.

#### **3.2 General**

- 3.2.1 Cabin Personnel on layoff may be recalled to temporary employment at a Destination Company, subject to the terms and conditions set out below in this MOA.
- 3.2.2 Cabin Personnel may only be recalled to a Destination Company pursuant to this MOA after it has exhausted the recall process for the return of Cabin Personnel on layoff from permanent employment with that Destination Company.
- 3.2.3 The ability for Cabin Personnel to opt into secondary recall eligibility for temporary employment at a Destination Company pursuant to this MOA shall only be made available in the second full monthly scheduling period following the termination of government funded wage subsidy programs (e.g. the Canadian Emergency Wage Subsidy or "CEWS", as it is currently known).
- 3.2.4 The ability to opt into secondary recall eligibility for temporary employment at a Destination Company shall only be made available to Cabin Personnel who have been on layoff from their Original Company for at least four (4) full, consecutive monthly scheduling periods following their layoff date.
- 3.2.5 All secondary recalls to a Destination Company will be voluntary.

### **3.3 Secondary Recall Lists**

- 3.3.1 The Union shall be responsible for creating and maintaining secondary recall lists for each Company base (the “Secondary Recall Lists”). The Companies shall not be responsible for any errors existing within the Secondary Recall Lists.
- 3.3.2 The Union shall provide the Companies with the updated Secondary Recall Lists no later than the 10<sup>th</sup> day of the month that is two (2) months prior to the monthly scheduling period for which the secondary recalls, if any, would take effect.
- 3.3.3 The Union shall be responsible for ensuring that the Secondary Recall Lists are accurate, current, and include Cabin Personnel names, employee numbers, Original Companies, and such other information that the Companies may reasonably require.
- 3.3.4 The Secondary Recall List shall also include the priority order for the secondary recall of Cabin Personnel at each Company base. Only those Cabin Personnel who are eligible for secondary recall at a Destination Company base pursuant to this MOA shall be named in the respective Secondary Recall List for that base.
- 3.3.5 The priority order referenced in Section 3.3.4 above shall be based on the principle of seniority established pursuant to the Collective Agreements of the Original Companies or the Layoff and Recall Implementation MOA(s) if still applicable.
- 3.3.6 When two (2) or more Cabin Personnel from different Original Companies have the same seniority date, recall shall be conducted in an alternating sequence between the Secondary Recall lists. A lottery draw shall determine the order of recall between the two (2) Company Secondary Recall lists.
- 3.3.7 If the Union fails to provide the Secondary Recall Lists to a Company within the timeline stipulated in Section 3.3.2 above, the Company shall, for the monthly scheduling period in which the Secondary Recall Lists were to be effective for secondary recalls, instead utilize the last Secondary Recall List provided to it by the Union.
- 3.3.8 A Company may recruit external Cabin Personnel for vacancies at a base if no prior Secondary Recall List for that base has been provided to it or if the Secondary Recall List for that base has been exhausted.

### **3.4 Secondary Recall Requirements**

- 3.4.1 This MOA shall determine whether a Cabin Personnel is eligible for secondary recall at a Destination Company.

- 3.4.2 A Cabin Personnel accepting secondary recall to a Destination Company under this MOA must meet the minimum hiring standards of that Destination Company.
- 3.4.3 If a Cabin Personnel is unsuccessful in initial training at the Destination Company following secondary recall, the Cabin Personnel shall no longer be eligible for secondary recall at that Destination Company, and additionally, shall not be permitted to opt onto a Secondary Recall List at that Destination Company in the future. This will not impact that Cabin Personnel's recall rights at their Original Company or their ability to opt into secondary recall at the other Destination Company.
- 3.4.4 All relocation costs associated with a Cabin Personnel's secondary recall to a Destination Company will be at the Cabin Personnel's expense.
- 3.4.5 The provision of uniforms and luggage to a Cabin Personnel accepting secondary recall at a Destination Company shall be conducted as if the Cabin Personnel was a new hire at that Destination Company for any required uniform or luggage pieces that the Cabin Personnel does not already possess. If the Destination Company is Swoop, the Cabin Personnel shall be responsible for paying their portion of the costs associated with obtaining the required uniform and luggage pieces.

### **3.5 Secondary Recall Process**

- 3.5.1 A Cabin Personnel who is on layoff from their Original Company may opt into secondary recall eligibility at a Destination Company base by requesting to their Union that they be added to the respective Secondary Recall List for that Destination Company base.
- 3.5.2 A Cabin Personnel shall be eligible to place their name on a maximum of two (2) Secondary Recall Lists, one for each potential Destination Company and only for one (1) base at each Destination Company.
- 3.5.3 The process governing how a Cabin Personnel may request to be added to a Secondary Recall List shall be determined and communicated by the Union.
- 3.5.4 Cabin Personnel may only be secondarily recalled to full-time positions at a Destination Company and into Cabin Crew Member / Flight Attendant positions.
- 3.5.5 A Cabin Personnel's acceptance of secondary recall at a Destination Company is binding on that Cabin Personnel.
- 3.5.6 If a Cabin Personnel accepts secondary recall at a Destination Company, they will still maintain their position on the recall list at their Original Company, in accordance with the applicable recall terms and conditions at the Original Company.

- 3.5.7 The recall response and report to work obligations in effect at each Destination Company shall be applicable to the secondary recall of Cabin Personnel from other Companies, unless specifically amended pursuant to this MOA. This shall include, but shall not be limited to, response and report timelines, notification methods, and the requirement for Cabin Personnel to keep their contact information current.
- 3.5.8 If a Cabin Personnel declines secondary recall at a Destination Company, or fails to respond in accordance with the applicable secondary recall acceptance deadline, they will be removed from the Secondary Recall List at that Company. The Cabin Personnel may only be returned to the Secondary Recall List at that Company at such time as the Union provides an updated Secondary Recall List to the Company pursuant to Section 3.3.2 above.
- 3.5.9 Declining secondary recall at a Destination Company will not impact the Cabin Personnel's recall rights at their Original Company.

### **3.6 Freeze Period and Recall to Original Company**

- 3.6.1 If a Cabin Personnel accepts secondary recall at a Destination Company, they will be required to serve a freeze period of (12) full monthly scheduling periods, commencing from their start date at the Destination Company. During this freeze period, the Cabin Personnel shall not be eligible for recall at the Original Company, regardless of their position on the Original Company's recall list.
- 3.6.2 The freeze period set out in Section 3.6.1 above may be waived by the Destination Company at its discretion.
- 3.6.3 Following the expiry of the freeze period set out in Section 3.6.1 above, if a Cabin Personnel is offered recall at their Original Company, they must accept, and shall not be permitted to defer, recall to the Original Company.
- 3.6.4 As an exception to Section 3.6.3 above, a Cabin Personnel may elect to refuse recall to their Original Company and accept permanent employment at their Destination Company, provided the Destination Company is either Encore or Swoop. If a Cabin Personnel elects to accept permanent employment at Encore or Swoop, their employment with their Original Company will terminate and they will forfeit all future recall rights and seniority with the Original Company.
- 3.6.5 The eligibility of a Cabin Personnel at a Destination Company for recall to their Original Company may be temporarily delayed to maintain operationally required staffing levels at the Destination Company. This delayed recall eligibility shall only be permitted until

such time as the Destination Company has recruited or otherwise addressed the Cabin Personnel shortfall necessitating the delayed recall to the Original Company.

- 3.6.6 Upon accepting recall to their Original Company, a Cabin Personnel must return the property of the Destination Company, in accordance with the directions of that Destination Company and by no later than the return to work date at the Original Company. A Cabin Personnel failing to return the property of the Destination Company in accordance with this Section shall be placed on an unpaid leave of absence upon their return to work with their Original Company until such time as the property is returned to the Destination Company.

### **3.7 Terms and Conditions of Temporary Employment**

- 3.7.1 A Cabin Personnel who accepts secondary recall to a Destination Company shall be subject to all terms and conditions of employment at that Destination Company, as if they were a new hire to the Destination Company, unless specifically amended pursuant to this MOA.
- 3.7.2 A Cabin Personnel accepting secondary recall at a Destination Company shall be compensated at the starting step of the pay scale for Cabin Personnel at that Destination Company. The probationary pay scale step, if applicable, shall not be the starting pay scale rate unless the Cabin Personnel is still serving their probationary period.
- 3.7.3 Notwithstanding Section 3.7.2 above, active service at a Destination Company by a Cabin Personnel shall be included in the calculation of active service accrual with the Original Company for wage step progression, upon that Cabin Personnel's return to the Original Company.
- 3.7.4 A Cabin Personnel's accrued service at their Original Company shall only be recognized at the Destination Company for the purposes of calculating vacation allotment.
- 3.7.5 Cabin Personnel who are still eligible for recall at their Original Company, under their respective Collective Agreement, or otherwise, shall have their recall eligibility at the Original Company extended by a duration equal to the length of their temporary employment at a Destination Company, calculated using completed months of active service at the Destination Company.

### **3.8 Probationary Period**

- 3.8.1 A Cabin Personnel who has completed the probationary period at their Original Company shall not be subject to a new probationary period upon secondary recall to a Destination Company.

3.8.2 A Cabin Personnel who accepts secondary recall at a Destination Company in accordance with this MOA and who is still on a probationary period at their Original Company, will, upon secondary recall, be required to complete the remainder of their original probationary period at the Destination Company.

### **3.9 Layoff Following Secondary Recall**

3.9.1 A Cabin Personnel who is laid-off from their Destination Company base will not immediately retain secondary recall rights at that Destination Company base, but may again opt into secondary recall eligibility at that base or another Destination Company base pursuant to Section 3.5.1 above.

### **3.10 Discipline and Termination**

3.10.1 The disciplinary record of a Cabin Personnel accepting secondary recall at a Destination Company in accordance with this MOA shall be transferred with the Cabin Personnel to the Destination Company. Discipline shall remain active and/or expire in accordance with the terms and conditions of employment at the Cabin Personnel's Original Company.

3.10.2 Any discipline received by a Cabin Personnel at a Destination Company shall remain on their disciplinary record and continue to be applicable upon their return to the Original Company, unless the discipline has expired prior to the time of such return.

3.10.3 If a Cabin Personnel's employment is terminated by the Destination Company while temporarily employed with it or if the Cabin Personnel resigns from such temporary employment, the Cabin Personnel's employment, recall rights, and seniority with their Original Company shall also terminate.

3.10.4 Discipline arising from a disciplinary investigation commenced at one Company may be issued to the Cabin Personnel while employed with a different Company.

3.10.5 Grievances must commence and finish at the Company where the incident or dispute giving rise to the grievance occurred. An active grievance, ongoing at the time a Cabin Personnel accepts secondary recall to a Destination Company or accepts recall to their Original Company, shall continue at the Company where the grievance arose from and was filed at.

3.10.6 An arbitration award or resolution will bind the parties at the Company where the incident giving rise to the grievance occurred and any Company where the discipline is transferred in accordance with this MOA.



#### **4 PERMANENT EMPLOYMENT WITH WESTJET AP**

##### **4.1 General**

- 4.1.1 Cabin Personnel at Encore and Swoop may be offered the opportunity for permanent employment with WestJet AP, subject to the terms and conditions set out in this MOA.
- 4.1.2 The availability of permanent employment with WestJet AP for Encore or Swoop Cabin Personnel shall be subject to WestJet AP having Cabin Personnel vacancies after exhausting the recall process for the return of Cabin Personnel on layoff from permanent employment with WestJet AP.
- 4.1.3 Any offers of permanent employment made by WestJet AP to Encore or Swoop Cabin Personnel shall be issued for one (1) or more specific WestJet AP bases and shall only be for Cabin Crew Member positions.
- 4.1.4 WestJet AP will offer permanent employment to Encore and Swoop Cabin Personnel at least once a quarter, as follows:
  - 4.1.4.1 At least four percent (4%) of the active Encore Cabin Personnel population (rounding up) will be offered permanent employment at WestJet AP each quarter; and
  - 4.1.4.2 At least three percent (3%) of the active Swoop Cabin Personnel population (rounding up) will be offered permanent employment at WestJet AP each quarter.
- 4.1.5 Notwithstanding Section 4.1.4 above, nothing in this MOA shall obligate WestJet AP to offer permanent employment to Encore or Swoop Cabin Personnel if WestJet AP determines it is sufficiently staffed to meet its operational requirements.
- 4.1.6 WestJet AP shall not be obligated to process the acceptance of issued WestJet AP offers of permanent employment for Encore or Swoop Cabin Personnel in a quarter if there is insufficient acceptance of the offers by the Cabin Personnel at that Company to meet the minimum offer thresholds set out in Section 4.1.4 above.
- 4.1.7 WestJet AP shall not be obligated to process the acceptance of issued WestJet AP offers of permanent employment for Encore or Swoop Cabin Personnel if, due to unforeseen circumstances, it determines that the expected WestJet AP Cabin Personnel vacancies will no longer exist. WestJet AP may not cancel issued offers of permanent employment to Encore or Swoop Cabin Personnel less than seven (7) calendar days before the start dates specified in those permanent offers.

- 4.1.8 WestJet AP may, after it has offered permanent employment to the minimum number of Encore and Swoop Cabin Personnel in a quarter pursuant to Section 4.1.4 above, recruit externally for Cabin Personnel vacancies.
- 4.1.9 If an Encore or Swoop Cabin Personnel accepts permanent employment with WestJet AP pursuant to this MOA, the Cabin Personnel's employment and seniority with Encore or Swoop, as applicable, shall terminate.
- 4.1.10 Notwithstanding Section 4.1.9 above, if an Encore or Swoop Cabin Personnel fails their initial training at WestJet AP, they shall be eligible to be returned to permanent employment at Encore or Swoop, as applicable, and shall be ineligible to be offered permanent employment with WestJet AP for a duration of twenty-four (24) months from the date they returned to work at their prior Company. An Encore or Swoop Cabin Personnel shall only be eligible to be offered permanent employment at WestJet AP twice.
- 4.1.11 In order to be eligible to be returned to permanent employment at Encore or Swoop, as applicable, for the purposes of Section 4.1.10 above, a Cabin Personnel must pass any return assessment or training required by the Company they are returning to.
- 4.1.12 An Encore or Swoop Cabin Personnel's anticipated start date at WestJet AP shall be included in the offer of permanent employment issued to them.
- 4.1.13 An Encore or Swoop Cabin Personnel's acceptance of an offer of permanent employment with WestJet AP is binding on that Cabin Personnel.
- 4.1.14 All relocation costs associated with an Encore or Swoop Cabin Personnel's acceptance of permanent employment with WestJet AP shall be at the Cabin Personnel's expense.

## **4.2 Eligibility**

- 4.2.1 For an Encore or Swoop Cabin Personnel to become eligible to be offered permanent employment with WestJet AP, they must have completed a minimum of twenty-four (24) months of active service as Cabin Personnel with either Swoop or Encore. A Cabin Personnel must also meet the minimum hiring standards of WestJet AP to be offered permanent employment with WestJet AP.
- 4.2.2 Encore and Swoop Cabin Personnel with active discipline at a level greater than a written warning, or who are subject to an ongoing disciplinary investigation, shall not be eligible to be offered permanent employment with WestJet AP.
- 4.2.3 Each of Encore and Swoop shall maintain a list of Cabin Personnel eligible to be offered permanent employment with WestJet AP (a "Flow List").

- 4.2.4 For the purposes of Section 4.1.4 above, permanent employment with WestJet AP shall first be offered to the eligible Cabin Personnel on the Flow Lists with the most accrued active service as Cabin Personnel with Encore or Swoop. If the accrued active service of two (2) or more Cabin Personnel is the same, the Cabin Personnel with the lower Encore/Swoop employee number will have the higher priority on the Flow List.
- 4.2.5 Acceptance of an offer of permanent employment with WestJet AP is voluntary. An Encore or Swoop Cabin Personnel may elect to not accept an offer of permanent employment from WestJet AP, in which event the Cabin Personnel shall still maintain their position on the Flow List of their respective Company.

### **4.3 Terms and Conditions of Permanent WestJet AP Employment**

- 4.3.1 A Cabin Personnel who accepts an offer of permanent employment with WestJet AP shall be subject to all terms and conditions of employment at WestJet AP, as if they were a new-hire to WestJet AP, unless specifically amended pursuant to this MOA.
- 4.3.2 An Encore or Swoop Cabin Personnel must, before their permanent employment with WestJet AP will commence, pass a Post-Offer Employment Test (a "POET"), being a physical work demand assessment. If an Encore or Swoop Cabin Personnel fails their POET, they will not commence permanent employment with WestJet AP, but shall instead remain with Encore or Swoop, as applicable. In these circumstances, the Cabin Personnel will be eligible to be reinstated to the applicable Flow List after accruing a further six (6) months of active service with Encore or Swoop.
- 4.3.3 After accepting an offer of permanent employment with WestJet AP pursuant to this MOA, a Cabin Personnel's rate of pay will, on their start date with WestJet AP, move to the closest rate of pay (rounded up), without going over the maximum rate of pay or under the minimum rate of pay for that position. The Cabin Personnel's start date with WestJet AP will be used for the purposes calculating active service accrual for future pay step increases.
- 4.3.4 Cabin Personnel seniority with WestJet AP shall begin to accrue at the date of successful completion of the WestJet AP in-class initial training. If the seniority date of two (2) or more Cabin Personnel is the same, the individual who has accrued more active service as a Cabin Personnel with Encore or Swoop, as applicable, shall have more seniority. If the accrued active service with Encore or Swoop is the same between the Cabin Personnel, the one with higher WestJet AP in-class initial training mark will have more seniority.
- 4.3.5 A Cabin Personnel accepting an offer of permanent employment with WestJet AP pursuant to this MOA shall have their accrued service with Encore or Swoop, as

applicable, recognized only for the purposes of vacation allotment and retirement eligibility calculations.

- 4.3.6 Upon accepting an offer of permanent employment with WestJet AP, a Cabin Personnel must return the property of Encore or Swoop, as applicable, in accordance with the directions of that Company and by no later than their start date at WestJet AP. A Cabin Personnel failing to return the property of Encore or Swoop in accordance with this Section shall be placed on an unpaid leave of absence at WestJet AP until such time as the property is returned to Encore or Swoop.

#### **4.4 Multi-Lingual Vacancies**

- 4.4.1 If a Cabin Personnel vacancy at WestJet AP has a specific language requirement, Encore and Swoop Cabin Personnel must, in addition to eligibility requirements specified in Section 4.2 above, be qualified in that language to be eligible to be offered permanent employment with WestJet AP for that vacancy.
- 4.4.2 Encore and Swoop Cabin Personnel must pass a language qualification test to be considered as having that language qualification. A Cabin Personnel may re-take failed language qualification tests after one (1) year has passed from the date of the last test.
- 4.4.3 A failed language qualification test or the lack of additional language qualifications shall not impact the eligibility of an Encore or Swoop Cabin Personnel for permanent employment with WestJet AP in a unilingual Cabin Personnel position vacancy.

#### **4.5 Discipline and Termination**

- 4.5.1 The disciplinary record of an Encore or Swoop Cabin Personnel accepting permanent employment with WestJet AP in accordance with this MOA shall be transferred with the Cabin Personnel to WestJet AP.
- 4.5.2 Grievances must commence and finish at the Company where the incident or dispute giving rise to the grievance occurred. An active grievance, ongoing at the time an Encore or Swoop Cabin Personnel accepts permanent employment with WestJet AP, shall continue at the Company where the grievance arose from and was filed at.
- 4.5.3 An arbitration award or resolution will bind the parties at the Company where the incident giving rise to the grievance occurred and any Company where the discipline is transferred in accordance with this MOA.

## **5 OTHER TERMS**

### **5.1 Disputes Arising Under the MOA**

- 5.1.1 Any disputes arising under this MOA shall be resolved via the grievance and arbitration procedures set out in the Collective Agreement applicable to the grievor at the time the dispute arose. A Group, Policy, or Company dispute arising under this MOA shall be resolved via the grievance and arbitration procedures set out in the applicable Collective Agreement.
- 5.1.2 If there is a dispute arising under this MOA that is applicable to more than one Company, the Union and the applicable Companies shall meet and discuss possible resolution options for the dispute. If those Parties are unable to resolve the dispute, the Union or the applicable Company may refer the dispute to arbitration, provided such referral was made within thirty (30) days of the meeting.
- 5.1.3 If a Collective Agreement has not yet come into force that would be applicable to a grievor referenced in Section 5.1.1 above, the Union and the applicable Company shall meet and discuss possible resolution options for the dispute. If those Parties are unable to resolve the dispute, the Union or the applicable Company may refer the dispute to arbitration, provided such referral was made within thirty (30) days of the meeting.

### **5.2 Amendments and Term Extension**

- 5.2.1 A Party seeking modifications to this MOA shall provide written notification of its desire to amend this MOA to the other Parties. The Parties shall meet to discuss in good faith such request for modifications within thirty (30) calendar days of receiving the notification. Any amendments to this MOA shall only be made with the mutual agreement of all Parties.
- 5.2.2 The Parties may, by mutual agreement only, extend the Term of this MOA. Any Party may provide written notification to the other Parties to meet to discuss in good faith the possible extension of the Term of this MOA. Any such meeting shall occur within thirty (30) calendar days of receiving this notice, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement between WestJet AP, Encore, Swoop, and CUPE, Local 4070 this 28th day of February, 2021.

**For WestJet, an Alberta Partnership:**



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Gregory Orth  
VP – Inflight, WestJet AP



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Jason Begley  
Director Labour Relations, WestJet AP



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Andrea Caddigan  
People Relations Manager

**For WestJet Encore Ltd.:**



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Lisa Davis  
Vice President and General Manager

**For Swoop, Inc.:**



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Colleen Ham  
Head of Corporate Services

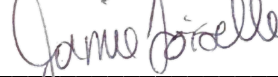


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Kellie Farrer  
Senior Manager - Inflight

**For CUPE Local 4070:**



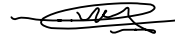
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Chris Rauenbusch  
President, CUPE Local 4070



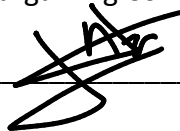
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Jamie Loiselle  
Vice President, CUPE Local 4070



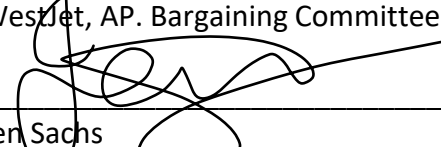
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Shelley MacDonald  
WestJet, AP. Bargaining Committee



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Diane Papadatos  
WestJet, AP. Bargaining Committee



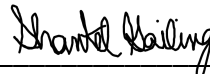
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Alexis Allain  
WestJet, AP. Bargaining Committee



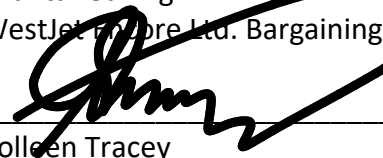
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Jen Sachs  
WestJet Encore Ltd. Bargaining Committee



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Chantal Weeks  
WestJet Encore Ltd. Bargaining Committee



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Shantal Gailing  
WestJet Encore Ltd. Bargaining Committee



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Colleen Tracey  
WestJet Encore Ltd. Bargaining Committee



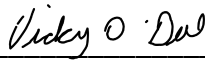
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Janelle Prytula  
Swoop Inc. Bargaining Committee



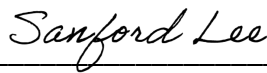
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Curtis Ruscoe  
Swoop Inc. Bargaining Committee



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Vicky O'Dell  
CUPE National Representative



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Sanford Lee  
CUPE National Representative