

**In the Matter of a Grievances under
the *WestJet-CUPE Collective Agreement***

Between

**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")**

- and -

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

(collectively, the "**Parties**")

Settlement Agreement

**Re: Concerning the Failure to Implement Sick Leave Provisions of the
Canada Labour Code - WS-POL-2023-03**

Whereas:

- A. The Union is certified under the *Canada Labour Code* ("**CLC**") as the exclusive bargaining agent for all Cabin Personnel employed by the Company ("**Cabin Personnel**").
- B. Effective December 1, 2022, the CLC was amended through *Bill C-3: An Act to amend the Criminal Code and the Canada Labour Code* to provide for the introduction of new paid medical leave requirements and the changes to the reasons for use of personal leave (the "**CLC Amendments**").
- C. The Union filed a policy grievance, WS-POL-2023-03, alleging that the Company has violated the CLC and the Collective Agreement by failing to implement changes to Cabin Personnel's sick leave entitlements following the CLC Amendments (the "**Policy Grievance**").
- D. The Union has filed a number of individual grievances relating to other alleged incidents in which the CLC and Collective Agreement were breached in relation to the CLC Amendments (the "**Individual Grievances**"). These include the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- E. The Company denied the Policy Grievance and Individual Grievances (collectively, the “Grievances”) and stated that there was no breach of the Collective Agreement.
- F. The Grievances were referred to Arbitrator William Kaplan.
- G. The Parties have reached the following agreement in full and final settlement of the Grievances:

NOW THEREFORE the Parties agree as follows:

1. The language of Article 20 - Sick and Personal Leave of the Collective Agreement shall be replaced with the new language for Article 20 - Sick and Personal Leave, as attached to this Settlement Agreement as Appendix “A”.
2. Cabin Personnel shall be provided their respective residual sick day accrual for the 2023 calendar year as an allotment on August 1, 2023, subject to the maximum total paid sick leave bank outlined in Article 20-2.06 of the Collective Agreement, as attached Appendix “A”.
3. For the purposes of Paragraph 2 above, any Cabin Personnel who was Inactive on January 1, 2023 shall have their 2023 residual sick day accrual determined in accordance with Article 20-2.04 (b) of the Collective Agreement, as attached Appendix “A”.
4. On August 1, 2023, Cabin Personnel shall be provided a new annual allotment of three (3) paid personal leave days for their use in the 2023 calendar year. Any paid personal leave days utilized by a Cabin Personnel in the 2023 calendar year prior August 1, 2023, including any sick days taken for personal leave reasons, shall be considered to be a paid sick day utilized by the Cabin Personnel. [REDACTED]
5. The casual status Cabin Personnel shall have the same paid sick leave day and paid personal leave day entitlements as part-time Cabin Personnel.
6. The Grievances are hereby withdrawn, and neither CUPE, nor any Cabin Personnel, shall commence or maintain any other disputes, grievances, actions, claims, or complaints in any

way relating to or arising out of the Grievances or the facts or allegations giving rise to the Grievances, except in relation to the satisfaction, application, or interpretation of the terms of this Settlement Agreement.

7. Nothing in this Settlement Agreement will be construed or considered as an admission of liability or wrongdoing by any Party, and in fact any liability is expressly denied by the Company.
8. This Settlement Agreement, including the Recitals above, constitutes the entire agreement and understanding between the Parties regarding the settlement of the Grievances. Its terms are contractual and not mere recital. If any part of this Settlement Agreement is invalid or unenforceable, all other parts of this Settlement Agreement shall remain valid and enforceable.
9. The Parties represent and declare that each of them has read and understands this Settlement Agreement and that each of them has either obtained independent legal advice regarding its contents, or has been afforded the opportunity to obtain such advice and has waived that opportunity.
10. Arbitrator William Kaplan is seized of all issues and aspects of this Settlement Agreement, including its interpretation and implementation.
11. Cabin Personnel agree and acknowledge that they have been fully and fairly represented by the Union in accordance with its obligations under the *Canada Labour Code*.
12. By the signature of authorized representatives hereunder, the Company, the Union, and the Cabin Personnel confirm their agreement to the terms set out herein.
13. This Settlement 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 Settlement Agreement as of July 5, 2023.

For the Company:



 Greg Orth
 VP – Inflight

For the Union:



 Alia Hussain
 President, CUPE Local 4070

APPENDIX A

ARTICLE 20 - SICK AND PERSONAL LEAVE

20-1 General

20-1.01 Sick leave shall be provided to a Cabin Personnel 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.

20-1.02 A Cabin Personnel who is unable to report for duty due to sickness or personal leave must notify Crew Scheduling by phone no later than four (4) hours, or as soon as possible in extenuating circumstances out of the control of the Cabin Personnel, before their pairing Report Time or the beginning of their reserve call-out window. A Cabin Personnel will be deemed to be sick or on personal leave for any subsequent duty periods in that same pairing until they have notified the Company that they are fit to return to duty.

20-1.03 The paid sick leave provided under this Article is intended to fulfill the Company's obligation to provide medical leave with pay in accordance with Part III, Division XIII – Medical Leave of the *Canada Labour Code*.

20-2 Sick Leave

20-2.01 Effective January 1st of each calendar year, each full-time Cabin Personnel who is Active on that date will be allotted twelve (12) Days of paid sick leave into their sick leave bank, subject to the maximum total paid sick leave bank outlined in 20-2.06 below. Effective January 1st of each calendar year, each part-time Cabin Personnel who is Active on that date will be allotted ten (10) Days of paid sick leave into their sick leave bank, subject to the maximum total paid sick leave bank outlined in 20-2.06 below.

20-2.02 A new hire Cabin Personnel shall, upon becoming a member of the Union in accordance with Article 4 – Union Recognition, receive an initial allotment of paid sick leave Days based on the date on which they began initial training with the Company for a Cabin Personnel position as follows:

Month Initial Training Started	January	February	March	April	May	June	July	August	September	October	November	December
Full-Time Cabin Personnel	12	11	10	9	9	7	7	6	4	4	3	3
Part-Time Cabin Personnel	10	10	10	9	9	7	7	6	4	4	3	3

20-2.03 A Cabin Personnel who transitions to an Inactive status shall have their paid sick leave bank frozen as of the effective date of their Inactive status.

20-2.04 A Cabin Personnel on Inactive status shall have their paid sick leave bank addressed as follows:

- a) A Cabin Personnel who returns to Active status in the same calendar year in which they were previously allotted paid sick leave days in accordance with 20-2.01 above shall maintain their frozen paid sick leave bank and shall receive no further allotment for the current calendar year; or
- b) A Cabin Personnel who returns to Active status on or after January 1st of the next, or any subsequent, calendar year, shall maintain their frozen paid sick leave bank and be allocated a prorated amount of their annual allotment of additional paid sick leave Days as per 20-2.01 above, subject to the maximum total paid sick leave bank outlined in 20-2.06 below, in accordance with the following table:

Return to Work Month	January	February	March	April	May	June	July	August	September	October	November	December
Full-Time Cabin Personnel	12	11	10	9	8	7	6	5	4	3	2	1
Part-Time Cabin Personnel	10	10	9	8	7	6	5	5	4	3	2	1

20-2.05 Should a Cabin Personnel's sick leave day proration outlined in 20-2.04 b) above, when added to the Cabin Personnel's frozen paid sick leave bank, result in less than ten (10) paid sick leave Days, the total number of paid sick leave Days in their sick leave bank shall be increased to be ten (10) paid sick leave days.

20-2.06 A full-time Cabin Personnel shall be able to bank a maximum of twenty-two (22) Days of sick leave. A part-time Cabin Personnel shall be able to bank a maximum of fifteen (15) Days of sick leave.

20-2.07 A Cabin Personnel who utilizes their banked sick leave shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Personnel has banked sick leave available to them.

- 20-2.08 Whether or not flying has been assigned to the Reserve Holder, if a Reserve Holder utilizes their banked sick leave for a Reserve Period, their banked sick leave shall be reduced by one (1) Day and they shall be credited (4) Credit Hours for each Reserve Period they are listed sick.
- 20-2.09 Sick leave may only be utilized in full-Day increments. If a Cabin Personnel utilizes banked sick leave for a portion of a duty period, a full-Day of banked sick leave will be utilized. Sick leave Days utilized shall be deducted from the Cabin Personnel's sick leave bank.
- 20-2.10 If a Cabin Personnel has insufficient banked sick leave remaining, any additional sick leave Days taken shall be without pay.
- 20-2.11 Only one (1) Day of banked sick leave shall be deducted for any single duty period which spans two (2) consecutive Days.
- 20-2.12 A Cabin Personnel who is able to return to duty from sick leave prior to the Release Time of their original pairing shall be returned to duty as outlined in Article 34 – Scheduling – Return to Duty from Sick Leave.
- 20-2.13 Sick leave pay protection shall not extend to cover any overtime and/or premium assignments not completed by the Cabin Personnel.
- 20-2.14 A Cabin Personnel may not utilize their banked sick leave for any period of time in which they are eligible to apply for or receive income replacement benefits under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.
- 20-2.15 A Cabin Personnel may be required by the Company to provide a health care practitioner's (as defined in s. 166 of the *Canada Labour Code*) certificate to substantiate their inability to work due to illness or injury if they are absent with pay from work for five (5) or more consecutive Calendar Days or if the Company has reasonable cause to doubt the validity of their absence. Such health care practitioner's certificate shall be requested no later than ten (10) Calendar Days after the Cabin Personnel's return to work.
- 20-2.16 Notwithstanding 20-2.15 above, if a Cabin Personnel has already used at least twelve (12) Days of paid sick leave in a calendar year, the Company may, for each subsequent Day of paid sick leave used by the Cabin Personnel in that calendar year, require the Cabin Personnel to provide a health care practitioner's certificate (as defined in s. 166 of the *Canada Labour Code*) to substantiate their inability to work due to illness or injury. Such health care practitioner's certificate shall be requested no later than ten (10) Calendar Days after the Cabin Personnel's return to work.

20-2.17 The cost of a health care practitioner's certificate, if requested by the Company pursuant to 20-2.15 or 20-1.16 above, will be reimbursed by the Company provided proper proof of payment has been submitted. The maximum amount reimbursed by the Company per certificate shall be forty dollars (\$40).

20-2.18 A Cabin Personnel shall continue to be deemed Active while on sick leave. A Cabin Personnel shall convert to Inactive status upon becoming eligible to apply for or receive Short-Term Disability or Long-Term Disability benefits.

20-2.19 Banked sick leave is to be used when Cabin Personnel are absent from work due to a *bona fide* non-occupational illness or injury, including for the Short-Term Disability elimination period.

20-2.20 If a Cabin Personnel is no longer employed by the Company, all of their banked sick leave shall be cancelled.

20-3 Personal Leave

20-3.01 A Cabin Personnel may, in each calendar year, take up to three (3) Days of paid personal leave for those personal leave reasons specified in 20-3.02 below.

20-3.02 For the purposes of 20-3.01 above, personal leave reasons shall include:

- a) Carrying out responsibilities related to the health or care of any of the Cabin Personnel's family members;
- b) Carrying out responsibilities related to the education of any of the Cabin Personnel's family members who are under eighteen (18) years of age;
- c) Addressing any urgent matter concerning themselves or the Cabin Personnel's family members;
- d) Attending the Cabin Personnel's citizenship ceremony under the *Citizenship Act* (Canada); or
- e) For any other personal leave reason prescribed by regulations under the *Canada Labour Code*.

20-3.03 A Cabin Personnel may, in each calendar year, also take up to two (2) additional Days of unpaid leave for those personal leave reasons specified in 20-3.02 above.

20-3.04 A Cabin Personnel requesting a personal leave under 20-3.01 or 20-3.03 above shall be required to report to the Company the circumstances necessitating the personal leave.

- 20-3.05 The Company may, in writing and no later than ten (10) Calendar Days after a Cabin Personnel returns to work from a personal leave under 20-3.01 or 20-3.03 above, request that the Cabin Personnel provide documentation to support the reasons for the personal leave. The Cabin Personnel shall provide such documentation if it is reasonably practicable for them to obtain and provide it.
- 20-3.06 Personal leave Days are not cumulative and shall not be carried over to the next calendar year.
- 20-3.07 A Cabin Personnel who utilizes a paid personal leave Day shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Personnel has a paid personal leave Day available to them.
- 20-3.08 Whether or not flying has been assigned to the Reserve Holder, if a Reserve Holder utilizes a paid personal leave Day for a Reserve Period, their available paid personal leave Days shall be reduced by one (1) Day and they shall be credited (4) Credit Hours for each Reserve Period they are on paid personal leave.
- 20-3.09 Personal leave Days may only be utilized in full-Day increments. If a Cabin Personnel utilizes a personal leave Day for a portion of a duty period, a full-Day of personal leave will be utilized. Personal leave Days utilized shall be deducted from the Cabin Personnel's available personal leave Days.
- 20-3.10 Only one (1) Day of personal leave shall be deducted for any single duty period which spans two (2) consecutive Days.
- 20-3.11 A Cabin Personnel who is able to return to duty from personal leave prior to the Release Time of their original pairing shall be returned to duty as outlined in Article 34-23 Return to Duty with Schedule Assigned (Not Including Sick Leave)..
- 20-3.12 Personal leave pay protection shall not extend to cover any overtime and/or premium assignments not completed by the Cabin Personnel.