

## Memorandum of Agreement – CLC Sick Leave Amendments

Between

**The Cabin Crew Members in the service of WestJet Encore Ltd.  
(Individually, a “Cabin Crew Member”, or collectively, “Cabin Crew”)**

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

- and -

**WestJet Encore Ltd.  
(the “Company”)**

(collectively, the “Parties”)

**Whereas:**

- A. The Union is certified under the *Canada Labour Code* (“**CLC**”) as the exclusive bargaining agent for all Cabin Crew employed by the Company.
- 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 Parties have reached the following agreement as to how the CLC Amendments should be implemented with respect to the Collective Agreement.

**NOW THEREFORE** the Parties agree as follows:

### **Amendments and Implementation**

- 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 Memorandum of Agreement (this “**MOA**”) as Appendix “A”.
- 2. Cabin Crew shall be provided their respective residual sick day accrual for the 2023 calendar year as an allotment on October 1, 2023, subject to the maximum total paid sick leave bank outlined in Article 20-2.06 of the Collective Agreement, as attached as Appendix “A”.

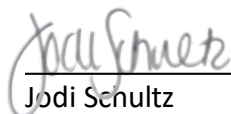
3. For the purposes of Paragraph 2 above, any Cabin Crew who were Inactive on January 1, 2023 shall have their 2023 residual sick day allotment determined in accordance with Article 20-2.04 (b) of the Collective Agreement, as attached as Appendix "A".
4. On October 1, 2023, Cabin Crew shall be provided 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 Crew Member in the 2023 calendar year prior October 1, 2023, including any sick days taken for personal leave reasons, shall be considered to be a paid sick day utilized by the Cabin Crew Member.

### Other Terms

5. Any disputes regarding the interpretation, application, administration, or alleged violation of this MOA shall be resolved via the grievance and arbitration procedures set out in the Collective Agreement.
6. The above recitals are true and shall form part of this MOA.
7. Except as specifically amended in this MOA, the provisions of the Collective Agreement shall otherwise remain in full force and effect.
8. By the signature of the authorized representatives hereunder, the Company and the Union confirm their agreement to this MOA.
9. 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 – CLC Sick Leave Amendments as of September 22, 2023.

**For the Company:**



Jodi Schultz  
Director - 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 Crew Member 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 Crew Member who is unable to report for duty must notify Crew Scheduling by phone no later than four (4) hours before their pairing Report time or the beginning of their reserve call-out window, or as soon as possible in extenuating circumstances out of the control of the Cabin Crew Member. A Cabin Crew Member will be deemed to be absent for any subsequent duty periods in that same pairing or Reserve Block 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 1<sup>st</sup> of each calendar year, each Cabin Crew Member 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.**

20-2.02 **A new hire Cabin Crew Member 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 Crew Member position as follows:**

Month Initial Training Started	January	February	March	April	May	June	July	August	September	October	November	December
Sick Day Allotment	12	11	10	9	9	7	7	6	4	4	3	3

20-2.03 **A Cabin Crew Member 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 Crew Member on Inactive status shall have their paid sick leave bank addressed as follows:**

- a) **A Cabin Crew Member 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 Crew Member 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
Sick Day Allotment	12	11	10	9	8	7	6	5	4	3	2	1

**20-2.05 Should a Cabin Crew Member's sick leave day proration outlined in 20-2.04 b) above, when added to the Cabin Crew Member'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.**

~~20-2.01 All Cabin Crew Members on the date of ratification of this Agreement shall each receive an initial allotment of twelve (12) Days of sick leave in their individual sick leave banks. A Cabin Crew Member shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to their initial ratification allotment, after which point sick leave accrual shall resume in accordance with 20-2.03 below.~~

~~20-2.02 A new hire Cabin Crew Member shall receive an initial allotment of six (6) Days of sick leave in their sick leave bank. A Cabin Crew Member shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to their initial new hire allotment, after which point sick leave accrual shall resume in accordance with 20-2.03 below.~~

~~20-2.03 A Cabin Crew Member shall accrue one (1) Day of sick leave for each monthly scheduling period in which the Cabin Crew Member is Active for at least fifteen (15) Days, up to the maximum banked sick leave specified in 20-2.04 below.~~

**20-2.06** A Cabin Crew Member shall be able to bank a maximum of twenty-two (22) Days of sick leave, including both allotted and accrued sick leave.

~~20-2.05 If a Cabin Crew Member does not have at least three (3) Days of banked sick leave available as of January 1 of a new calendar year, the Cabin Crew Member's sick leave bank will be topped-up to be at least three (3) Days of sick leave as of that January 1. If this January 1 top-up allotment is required, the Cabin Crew Member shall not accrue any additional sick leave until they have been Active for the number of monthly scheduling periods that would have been required to accrue sick leave equal to top-up allotment amount, after which point sick leave accrual shall resume in accordance with 20-2.03 above.~~

20-2.07 A Cabin Crew Member who utilizes their banked sick leave shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Crew Member 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 four (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 Crew Member 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 Crew Member's sick leave bank.

20-2.10 If a Cabin Crew Member 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 Crew Member who is able to return to duty from sick leave or paid personal leave prior to the Release Time of their original pairing shall be returned to duty as outlined in Article 34 **-19** — Scheduling – Return to Duty from Sick Leave.

20-2.13 Sick leave pay protection shall not extend to cover any premium assignments not completed by the Cabin Crew Member.

20-2.14 A Cabin Crew Member 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.

~~20-2.14 For each occurrence of an illness or injury, a Cabin Crew Member may only utilize their banked sick leave within a seven (7) consecutive Calendar Day period.~~

**20-2.15 A Cabin Crew Member 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 Crew Member's return to work.**

**20-2.16 Notwithstanding 20-2.15 above, if a Cabin Crew Member 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 Crew Member in that calendar year, require the Cabin Crew Member 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 Crew Member's return to work.**

~~20-2.15 A Cabin Crew Member may be required by the Company to provide a doctor's certificate to substantiate their inability to work due to illness or injury if they are absent from work for three (3) or more consecutive work Days or if the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than ten (10) Calendar Days after the date the Cabin Crew Member returns to work from the sick leave.~~

20-2.17 The cost of a doctor's **health care practitioner's** certificate, if requested by the Company pursuant to 20-2.15 **or 20-2.16** 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 Crew Member shall continue to be deemed Active while on sick leave. A Cabin Crew Member 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 Crew Members 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 ~~When~~ If a Cabin Crew Member is no longer employed by the Company, **all of their** accrued banked sick leave shall be cancelled.

### **20-3 PERSONAL LEAVE**

20-3.01 **A Cabin Crew Member 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.**

~~20-3.01 A Cabin Crew Member may, in each calendar year, utilize up to three (3) Days of their banked sick leave for personal leave reasons. Unless modified below, this use of banked sick leave shall be treated the same as if taken for illness or injury under 20-2 above.~~

~~20-3.02 The use of banked sick leave for personal leave reasons as outlined in 20-3.01 above shall only be available to be used within the first five (5) Days of sick leave used in a calendar year. If a Cabin Crew Member has already utilized five (5) Days of their banked sick leave in a calendar year, whether for the below specified personal leave reasons or for illness or injury, the Cabin Crew Member's use of their remaining available banked sick leave in that calendar year may only be for illness or injury in accordance with 20-2 above.~~

**20-3.02** For the purposes of 20-3.01 above **and 20-3.03 below**, personal leave reasons shall include:

- a) Carrying out responsibilities related to the health or care of any of the Cabin Crew Member's family members;
- b) Carrying out responsibilities related to the education of any of the Cabin Crew Member's family members who are under eighteen (18) years of age;
- c) Addressing any urgent matter concerning themselves or the Cabin Crew Member's family members;
- d) Attending the Cabin Crew Member'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 Crew Member may, in **each** a calendar year, also take up to two (2) additional Days of unpaid leave for those personal leave reasons specified in 20-3.02~~3~~ above. ~~or for illness or injury.~~

20-3.04 A Cabin Crew Member requesting a personal leave under 20-3.01 or 20-3.03~~4~~ 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)** ~~fifteen (15)~~ Calendar Days after a Cabin Crew Member returns to work from a personal leave under 20-3.01 or 20-3.03~~4~~ above, request that the Cabin Crew Member provide documentation to support the reasons for the personal leave. The Cabin Crew Member 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 Crew Member who utilizes a paid personal leave Day shall be pay protected for their originally scheduled Credit Hours for that duty period, provided the Cabin Crew Member 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 four (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 Crew Member 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 Crew Member'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 Crew Member 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 34-20 Return to Duty with Schedule Assigned (Not Including Sick Leave).**

**20-3.12 Personal leave pay protection shall not extend to cover any premium assignments not completed by the Cabin Crew Member.**