

MEMORANDUM OF AGREEMENT

BETWEEN

Unifor – Canada – Local 2002
(the “**Union**”)

-and-

Air Canada
(the “**Company**”)

(collectively the “**Parties**”)

WHEREAS the Canada Labour Code (the “**Code**”) was amended on September 1, 2019;

WHEREAS, as part of these amendments, the federal government introduced a new leave, “Personal Leave” (referred to as “Family Responsibility Leave” within the Company), which provides employees with a maximum of five (5) days per calendar year, with the first three (3) paid by the Company, to take time off for prescribed reasons, including to carry out responsibilities related to the health or care of a family member (“**Family Responsibly Leave**”);

WHEREAS the Code was again amended on December 1, 2022, to introduce into the Code another new leave, Medical Leave with pay, which accrues to a maximum of ten (10) days per calendar year (“**Medical Leave**”);

WHEREAS the Collective Agreement states, under Article 11.09.01, that employees will be provided paid sick leave up to a maximum of six (6) working days (forty-eight (48) hours) per calendar year, and that these days, in equivalent hours will be used by the employee to offset loss of pay due to absence caused by illness/injury of the employee (“**Personal Sick**”) or when the employee is absent to care for their sick or injured spouse/partner, parent or dependent child (“**Family Care**”) (collectively, the “**Collective Agreement Entitlements**”);

WHEREAS, on February 24, 2023, the Union filed grievance P-ACC-01-23, challenging the Company’s interpretation as to how Family Responsibility Leave and Medical Leave under the Code interact with the Collective Agreement Entitlements (the “**Grievance**”);

AND WHEREAS, the Union and the Company wish to settle in a full and final manner all matters relating to the Grievance, and to delete the Collective Agreement Entitlements, in order to replace them with entitlements aligned with the framework under the Code;

NOW THEREFORE the Parties agree as follows:

1. The preamble forms an integral part of this Memorandum of Agreement ("**Memorandum**").
2. The Grievance is withdrawn and permanently discontinued.
3. Articles 11.09.01, 11.09.02, 11.09.03, 11.09.04, 11.09.05 and 11.09.06 of the Collective Agreement are deleted.

Medical Leave

4. Employees will be provided with ten (10) days of Medical Leave with pay at the beginning of each calendar year, beginning on January 1, 2023. Such days will be used by the employee to offset loss of pay due to absence caused by personal illness or injury, or any of the grounds for which the Code may entitle an employee to take Medical Leave with pay.
5. Employees who begin employment in the calendar year will have their Medical Leave entitlement prorated.
6. If an employee's employment is terminated within the calendar year, the Company will reconcile their entitlement with the Medical Leave that they would have accrued under the Code. If the employee utilized more Medical Leave days than accrued, the Company will recoup any overpayment.
7. Medical Leave days will be reduced when an employee is absent until such time as the employee's unused days are exhausted, up to a maximum of ten (10) days per calendar year. Partial days of absence will result in a full day being deducted. Medical Leave days in excess of the foregoing will be unpaid.
8. Should an employee have picked up an additional shift on a day where Medical Leave is being used, each shift will result in another day of Medical Leave being deducted.
9. Employees may bank any unused Medical Leave days, to a maximum of fourteen (14) days, for use exclusively during the waiting period for GIDIP benefits (the "**GIDIP Bank**").
10. During the GIDIP waiting period, employees shall deplete available days in the following order:
 - a) Any days of Medical Leave available;
 - b) Any days in the GIDIP Bank; and then
 - c) Any hours in the employee's existing sick bank ("**Legacy Bank**").

Withdrawal from these banks will be made according to the employee's preceding work schedule.

11. Employees will have access to the above banks upon self-declaration of disability. However, should an employee not go on GIDIP, the Company will recoup the payment made and replenish the appropriate bank.
12. Existing GIDIP Bank balances on the date of this Memorandum will be moved over to the Legacy Bank, remain in hours, and be depleted in hours.

Family Responsibility Leave

13. Full-time employees will have access to forty-eight (48) hours of Family Responsibility Leave with pay in each calendar year, beginning on January 1, 2023. Part-time employees will have access to twenty-four (24) hours of Family Responsibility Leave with pay in each calendar year, beginning on January 1, 2023. Such hours will be used by the employee to offset loss of pay due to absence caused by any of the grounds for which the Code may entitle an employee to take Family Responsibility Leave with pay.
14. Should an employee have picked up an additional shift on a day where Family Responsibility Leave is being used, the corresponding hours of that shift will also be deducted from Family Responsibility Leave hours.

General

15. Any days of Personal Sick that were taken by an employee between January 1, 2023, and the date of this Memorandum will be deducted from the Medical Leave entitlement provided in paragraph 4 above. Any hours of Family Care that were taken by an employee between January 1, 2023, and the date of this Memorandum will be deducted, in equivalent hours, from the Family Responsibility Leave entitlement provided in paragraph 13 above.
16. Employees who misuse Medical Leave or Family Responsibility Leave shall be subject to discipline.
17. The Parties agree that the present Memorandum constitutes the complete and final settlement of all matters relating to the Grievance, and that further, they will not file any grievance or complaint, or institute any proceedings before any arbitrator, judge, adjudicator, commission, government body (including the Labour Program/Employment and Social Development Canada) or tribunal in relation thereto.
18. The Memorandum is made without prejudice or precedent to any other existing or future matters between the Union and the Company.

DATED this 10th day of March 2023

FOR AIR CANADA



[NAME] Michael Abbott
[TITLE] Vice President, Labour
Relations

FOR THE UNION



[NAME]
[TITLE]