

MEMORANDUM OF AGREEMENT

BETWEEN

**In-Flight Service Crew Resource Utilization Personnel represented by
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 Articles 11.08.01 and 11.08.03, that employees will be provided paid sick leave up to a maximum of six (6) working days (fifty-one (51) 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 family care for the care of their sick or injured spouse, parent(s) or dependent child (“**Family Care**”) (collectively, the “**Collective Agreement Entitlements**”);

AND WHEREAS, the Union and the Company wish 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. Articles 11.08.01, 11.08.02 and 11.08.03 of the Collective Agreement are deleted.

Medical Leave

3. 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.
4. Employees who begin employment in the calendar year will have their Medical Leave entitlement prorated.
5. 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.
6. Medical Leave days will be reduced when an employee is absent until such time as the employee's unused days are exhausted. Partial days of absence will result in a full day being deducted. Medical Leave days in excess of the foregoing will be unpaid.
7. Should an employee have picked up an additional shift on a day where Medical Leave is being used, all time not worked, in excess of one (1) full shift during a work day, shall be deducted from the employee who agreed to work the shift.
8. Any unused Medical Leave days on December 31st of each year shall carry forward to the next calendar year, to a maximum of twelve (12) days being available for these purposes.
9. Where the employee bridges from Medical Leave to Group Disability Income Insurance ("GIDIP"), Medical Leave will cover the balance of the seven (7) day waiting period for disability benefits, subject to Medical Leave days being in the employee's bank.

Family Responsibility Leave

10. Employees will have access to fifty-one (51) 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.
11. 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

12. Any days of Collective Agreement Entitlements 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 3 above, unless the employee advises the Company within fourteen (14) days of this Memorandum that one or more of these days were taken for Family Care. If the employee so advises, the 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 10 above, and the days of Personal Sick that were taken by an employee during this period will be deducted from the Medical Leave entitlement provided in paragraph 3 above.
13. Employees who misuse Medical Leave or Family Responsibility Leave shall be subject to discipline.
14. 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] Director, Airlines Unifor
[TITLE]