

**IN THE MATTER OF GRIEVANCE CHQ-16-17
B2.10 – A Duty Period Which Contains a
Flight Leg Scheduled to Depart Between
21:00 and 02:00 Local Time**

Between:

AIR CANADA

(the "Employer" or "Air Canada")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AIR CANADA COMPONENT**

(the "Union")

MEMORANDUM OF SETTLEMENT

WHEREAS on July 12th, 2016, the Union filed Grievance No. CHQ-16-17 (the "Grievance") alleging that Air Canada had violated Article B2.10 of the Collective Agreement by not ensuring that a duty period which contains a flight leg scheduled to depart between 21:00 and 02:00 local time, does not contain more than two (2) flight legs;

AND WHEREAS the Employer has denied that it is in breach of the Collective Agreement;

AND WHEREAS the parties are desirous of settling the Grievance and all issues relating to or arising therefrom;

NOW THEREFORE without prejudice to the parties' positions on the issues raised in the Grievance, and without precedent to any other matter, the parties have agreed to resolve the Grievance on the following terms:

1. The parties confirm the accuracy of the recitals set out above.
2. The parties agree, as a full and final settlement of the Grievance, to replace the current language of Article B2.10 with the following:
 - B2.10** A duty period which is scheduled to end after 03:00 local arrival time and
 - i. contains flight legs which are scheduled to depart on two (2) different calendar days, or,

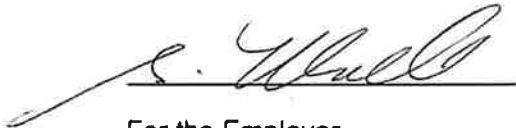
- ii. has a leg that operates through any portion of the 00:01 to 04:30 timeframe will not contain more than two (2) flight legs.

This shall apply to both reserve and regular blockholders. The Company will endeavor to secure an appropriate rest area at all Canadian stations for any pairing that falls within the above parameters.

Note: For blocking purposes, the PBS committee will identify any pairing that falls within the above description and will work with the Company to rework these pairings.

- 3. Upon execution of this Memorandum of Settlement the Union hereby withdraws the Grievance. The parties acknowledge that the terms contained in this Memorandum of Settlement constitute a complete and final resolution of the Grievance.
- 4. The Union agrees to file no further grievances or complaints of any kind against the Employer relating to or arising out of the matters raised in the Grievance as described above. It is agreed that this provision will not prevent the Union or its members from grieving any other alleged violation of Article B2.10 going forward.
- 5. The Employer enters into this settlement without admission of liability and expressly denies liability for any and all of the claims raised in the Grievance.

Signed this the 22 day of August, 2018 at City of Mississauga, Ontario



For the Employer

August 27, 2018
Date



For the Union

August 22, 2018
Date