

IN THE MATTER OF AN ARBITRATION
regarding Grievance No. CHQ-rouge-17-05 Scheduling Over Monthly Maximum
Hours (Return to Base Extension)

Between:

AIR CANADA rouge

(the "Employer" or "Rouge")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AIRLINE DIVISION
AIR CANADA COMPONENT

(the "Union")

MEMORANDUM OF SETTLEMENT

WHEREAS on January 26, 2017, the Union filed Grievance No. CHQ-rouge-17-05 (the "**Grievance**") contesting the Employer's practice of extending Member pairings and the attributed flying to over the Monthly Maximum Limitation (the "**Mainline Return to Base Extension practice**") contrary to the Collective Agreement;

AND WHEREAS it was the Employer's position that the Union should be estopped from challenging its practice of applying the Mainline Return to Base Extension practice and further denied that the remedies claimed by the Union in the Grievance were appropriate;

AND WHEREAS it was the Union's position that the remedies claimed were appropriate to remedy the allegations raised in the Grievance;

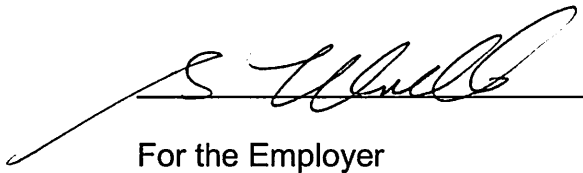
AND WHEREAS the parties are desirous of settling the Grievance and all issues relating to or arising therefrom;

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


1. The parties confirm the accuracy of the recitals set out above.
2. Effective as of May 10, 2018, the Employer agrees to cease applying the Mainline Return to Base Extension practice to Rouge Crew.

3. On May 10, 2018, the Employer agrees to issue a joint email communication, together with the Union, to Rouge-Crew in the form attached to these Minutes of Settlement as Schedule "A".
4. Upon execution of these Minutes of Settlement the Union hereby withdraws the Grievance. The parties acknowledge that the terms contained in these Minutes of Settlement constitute a complete and final resolution of the Grievance.
5. 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, which have arisen to date.
6. 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.
7. The parties agree that Arbitrator Eli Gedalof will remain seized to address any issues arising out of the implementation or interpretation of these Minutes of Settlement.

Signed this the 9th day of May, 2018 at City of Mississauga, Ontario.


For the Employer

May 9, 2018
Date


For the Union

May 9, 2018
Date

Schedule "A"

Re: Maximum Monthly Scheduled Flight Time

Dear Rouge Crew,

We are pleased to inform you that the Union and the Company have met to discuss L.55.14.14 Maximum Monthly Scheduled Flight Time. The Union and the Company have agreed that effective immediately, Crew Scheduling will cease scheduling Rouge Crew over the Maximum Monthly Scheduled Flight Time of 95 hours, except as provided for in L.55.14.14.

Annette Anand
Senior, Director In-Flight Service

Marie-Hélène Major
President, Air Canada Component of CUPE