

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, AIR CANADA COMPONENT  
("UNION")**

**-AND-**

**AIR CANADA  
("EMPLOYER")**

**WHEREAS** in 2013, Air Canada modified its employee travel policy to reduce personal pass travel for employees on an approved leave of absence for longer than one year (the "Policy");

**WHEREAS** those Policy modifications were implemented by Air Canada in April, 2015;

**WHEREAS** in grievance CHQ-14-02 dated January 10, 2014, CUPE alleged that the modifications to the Policy were contrary to the applicable collective agreement and the *Canadian Human Rights Act* (the "Grievance");

**WHEREAS** the Employer and the Union (the "Parties") wish to resolve the Grievance and all related grievances (the "Grievances") on the terms set out in this Memorandum of Settlement ("Memorandum");


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


1. The preamble shall form an integral part of this Memorandum.
2. The Policy will be amended in the following respects:
  - a. Leave of Absence Duration: the restriction on personal travel passes allotted to employees who are on an authorized leave of absence for longer than one (1) year will be removed;
  - b. Fitness for Air Travel Form: employees on an authorized leave of absence for medical reasons will be required to obtain approval to travel, and submit the Fitness for Air Travel Form to the Employer's Occupational Health Services prior to their travel date ("OHS"). OHS will review the request on a case by case basis to determine whether the individual is medically fit to travel as a passenger and indicate the frequency of future reviews, if necessary. Requests for approval to travel will be approved for up to a year, unless medical information indicates that more frequent reviews are necessary. The employee is responsible to advise OHS of any changes to the information provided on the Fitness

for Air Travel Form. The employee is responsible to submit a new Fitness for Air Travel Form for a new condition;

3. In consideration of para. 2 above, the Union shall withdraw and permanently discontinue the Grievances.
4. The present Memorandum shall constitute the complete and final settlement of all matters relating to the Policy and the Grievances and the Union shall not file any additional grievance or institute any proceedings before any arbitrator, judge, adjudicator, commission or tribunal in relation thereto.
5. The present Memorandum is made without admission of liability on the part of the Employer and is without prejudice or precedent to any other existing or future matter between the Union and the Employer.
6. Failure to comply with any term of the present Memorandum shall render it null and void.

DATED this 16 day of November 2017 at Toronto

  
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For the Employer

  
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For the Union