

**IN THE MATTER OF GRIEVANCE: CHQ-rouge-17-01
(LAYOVER HOTEL GRIEVANCE)**

B E T W E E N:

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

(the “**Union**”)

- and -

AIR CANADA ROUGE

(“**Air Canada Rouge**” or the “**Company**”)

(collectively, the “**Parties**”)

MINUTES OF SETTLEMENT

WHEREAS the Union filed a grievance alleging that the Company failed (i) to ensure that the workplace committee inspects, at least once a year, the hotels at which cabin crew personnel layover; and, (ii) to ensure that the policy committee participate in selection of hotels and their location as that may affect the health and safety of employees (the “**Grievance**”);

AND WHEREAS the Company denied the Grievance;

AND WHEREAS the Grievance was referred to arbitration;

AND WHEREAS the Parties wish to resolve the Grievance

NOW THEREFORE, on a without prejudice and precedent basis, the Parties agree as follows:

1. The recitals are incorporated into and shall form part of these Minutes of Settlement.
2. The Grievance shall be held in abeyance for a period of twenty-four months effective on the date of signing these Minutes subject to the Parties’ respective right to raise this matter in collective agreement negotiations.
3. Effective on the date of signing these Minutes and for a period of twenty-four months, the following terms shall apply on a trial basis:

- a) The Union shall designate five rounge cabin crew personnel (“Members”) to participate in the Company’s existing layover hotel inspection process in respect of future hotel selections. The Union shall notify the Company of the designated Members.
- b) The Company shall provide a half-day of training to designated Members.
- c) One designated Member shall participate in each scheduled hotel inspection. The Union shall select the designated Member to participate in each inspection.
- d) The Company will provide positive space travel for designated Members to participate in hotel inspections. If OAL travel is required and not covered by a reciprocal agreement, the Union shall bear the costs for travel by designated Members.
- e) The time spent by designated Members in training and to participate in hotel inspections shall be taken from the bank of hours provided for in article L.55.24.06. The Company shall provide an additional 300 hours to the bank of hours in article L55.24.06 during the duration of this trial.
- f) The Union shall be responsible for all expenses incurred by designated Members during their training and during their participation in hotel inspections.
- g) Prior to establishing, changing or renewing hotel accommodations, the Company shall consult with the Union Hotel Accommodation Sub-Committee Chairperson. The Company commits that, when selecting layover accommodations, it will, acting reasonably, be guided by, the following:
 - i. Location:
 1. CUPE order of preference
 2. Length of layover time (Time)
 3. Transportation factors (Time, Quality, Cost)
 4. Availability of suitable accommodation at either location.
 - ii. Hotel:
 1. CUPE order of preference
 2. Safety/security issues
 3. Quality

4. Availability

5. Cost comparison

4. These Minutes of Settlement are made without prejudice or precedent to any other existing or future matters between the Union and the Company.
5. At the expiry of terms in paragraph 2, the Parties shall meet to discuss the trial. This shall be subject to the Parties' respective right to raise this matter in collective agreement negotiations.
6. Arbitrator Eli Gedalof is seized with the implementation and application of these minutes.

Date: JUNE 8, 2018



Air Canada Rouge



Canadian Union of Public Employees, Air Canada Component