

**IN THE MATTER OF A GRIEVANCE: CHQ-rouge-17-11**  
**(Canada Labour Code - Vacation Pay and Annual Pay)**  
**(the "Grievance")**

B E T W E E N

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

**(the "Union")**

**-and-**

**AIR CANADA *rouge***

**(the "Employer" or "Rouge")**

**WHEREAS** on February 17, 2017 the Union filed Grievance No. CHQ-17-11 (the "Grievance") alleging that the Employer has failed to provide statutory vacation entitlements under the Canada Labour Code (the "CLC");

**AND WHEREAS** the Employer has denied that it is in breach of the CLC;

**WHEREAS** the Grievance was referred to arbitration;


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

**NOW THEREFORE**, 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 Employer agrees to do a reconciliation of the vacation pay for the vacation years May 1, 2015 to April 30, 2016 and May 1, 2016 to April 30, 2017 and to pay the difference between each cabin crew personnel's actual vacation pay for those vacation years (excluding nine days of holiday pay) and 4% or 6% of their annual wages, as applicable under the CLC, and remit the amount to the cabin crew personnel by December 31, 2018.

3. Moving forward, including the vacation year May 1, 2017 to April 30, 2018, the Employer undertakes to do a reconciliation at the end of each vacation year and to pay the difference between each cabin crew personnel's actual vacation pay (excluding statutory holiday pay under L55.10.01) and 4% or 6% of their annual wages, as applicable under the CLC, and remit the amount to the cabin crew personnel on their pay in September of each year.
4. 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.
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 issue arising out of the implementation or interpretation of these Minutes of Settlement.

Signed this 7<sup>TH</sup> day of June, 2018 at City of Mississauga, Ontario.

  
Giuseppe Morello  
For the Employer

  
Date

  
Marie-Hélène Major  
For the Union

  
Date