

**IN MATTER OF GRIEVANCE CHQ-rouge-17-22
Reserve at the Point of Layover**

Between:

AIR CANADA ROUGE

(the "Company")

-and-

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

(the "Union")

MEMORANDUM OF SETTLEMENT

WHEREAS on June 12, 2017, the Union filed grievance CHQ-rouge-17-22 alleging that the Company had violated the Collective Agreement by creating assignments that included reserve duty while on a planned layover;

AND WHEREAS the Company denies that it has violated the Collective Agreement;

AND WHEREAS the matter was scheduled for an arbitration hearing before Arbitrator Nyman on October 30, 2018;

NOW THEREFORE the Parties agree as follows:

1. Without prejudice to the Union's position that a pairing may not include a reserve duty day pursuant to L55.14.02.01, pursuant to this Memorandum of Settlement, and on a without prejudice basis, a pairing may include a reserve duty day ("layover reserve assignment") if the following criteria are met:
 - a. There shall be no more than three (3) layover reserve assignments scheduled to start on any calendar day.
 - b. There shall be no more than one (1) cabin crew member scheduled to each layover reserve assignment. For example, on an aircraft with a crew of six (6), only one (1) crew member may be scheduled for a layover reserve assignment.
 - c. Layover reserve assignments shall be limited solely to "overseas operations" as that term is defined in L.55.01.02.22 of the Collective Agreement.
 - d. Each layover reserve assignment shall contain only one 24-hour standby reserve day ("reserve duty day") and each reserve duty day shall commence immediately following crew rest. If the Company does not assign a flight during the reserve duty day, the cabin crew member will resume the remainder of their layover until their next scheduled flight, subject to the terms and conditions of the Collective Agreement.

L55.06.07 ^{KJ.} *[Handwritten initials]*

- e. The reserve duty day will be compensated as per ~~L55.14.09.01~~ of the Collective Agreement. In addition, any cell phone charges for the reserve duty day will be reimbursed by the Company.
 - f. When a cabin crew member on a layover reserve assignment is assigned to operate a flight, the Company will make best efforts for the cabin crew member to return as scheduled on or before the date on which their pairing was scheduled to conclude.
 - g. The layover reserve assignment shall not be scheduled to include more than two (2) duty periods and the reserve duty day shall always be in between the two (2) duty periods.
2. The Parties shall establish a joint Union-Air Canada Rouge PBS Committee. The Committee's duties are to review pairings in advance of the bid in accordance with the letter dated October 18, 2015 Re: Pairing Review of the Collective Agreement (at page 153 of the Collective Agreement) (but without delaying the bid procedure), provide bid assistance during the bid period, and participate in the contesting process (L55.14.07). For clarity, the Company will provide the Committee with the following records: a) pairing files, b) PBS award results, c) PBS reasons report, and d) PBS contest forms.
 3. Commencing on the first day of the November 2018 block month, the Company shall deposit 25 hours per month to the Union's bank (L55.24.06).
 4. This Memorandum of Settlement will continue in force until the latter of the: a) effective date, b) ratification date or c) implementation date of the next Collective Agreement. The Parties may mutually agree to extend the term of this Memorandum of Settlement.
 5. The grievance is withdrawn on a without prejudice and precedent basis.
 6. Following the expiry of this Memorandum of Settlement, the Parties agree that the Union may file a fresh grievance limited to occurrences and remedies commencing as of the date of the expiry of the Memorandum of Settlement and further agree that the grievance may be forwarded directly to arbitration on an expedited basis.
 7. Arbitrator Nyman remains seized of any issue relating to the implementation and interpretation of this Memorandum of Settlement.

Dated this 30th day of October, 2018 in Mississauga, Ontario.

Mari Bilimoria
For the Union

Kristal Johnson
For the Company