

Memorandum of Settlement

Between:

Canadian Union of Public Employees

(the “Union”)

-and-

Air Canada

(the “Company”)

YYZ-SG-13-04 Reserve Pre-Select

WHEREAS on March 12, 2013 the Union filed grievance YYZ-BG-13-04 (the “**Grievance**”) alleging the Company violated the Collective Agreement by removing the Grievor from a PreSelect pairing.

WHEREAS, in the Grievance the Union specifically alleged that the Company had violated article B.26.09;

WHEREAS the Company and the Union (the “**Parties**”) engaged in mediation, with the assistance of Arbitrator William Kaplan, on June 20, 2018, November 14, 2018, June 5, 2019;

AND WHEREAS the Parties, in entering into the present Memorandum of Settlement (the “**Memorandum**”) wish to settle the Grievance and any and all related issues in a full and final manner;


NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Memorandum.
2. The Grievance is resolved.
3. The Parties agree that, going forward, the Company will not remove a Reserve Blockholder from a preselect pairing prior to report time to assign them to an earlier pairing unless the conditions of B8.26.09 are met on their preselect pairing or until the Company has reached the seniority of that Reserve Blockholder in the draft sequence pursuant to the collective agreement. For greater clarity, the parties agree that Reserve Blockholders on Preselect


pairings are a part of the Draft Sequence in the Junior Legal employee (B9.03.02.02) step of the sequence.

4. The Parties also agree that when the Company is covering flights under B9.03.03. Airport Move-Up due to insufficient time to apply the standard draft sequence, reserve crew members on preselect pairings will continue to be handled in reverse order of seniority among other crew members on their flight.
5. This Memorandum shall have no retroactive application.
6. This Memorandum is entered into without admission of liability or wrongdoing by the Parties.
7. This Memorandum constitutes the complete and final settlement of the Grievance.
8. Save and except the Grievance, the Union represents and warrants that it has not and will not, in relation to the facts occurring prior to the coming into force of this Memorandum, file any other grievance, complaint, charge, claim, demand or action in relation to the subject matter of the Grievance pursuant to the Collective Agreement or any other applicable statute, contract or law.
9. W. Kaplan remains seized.

Dated at Toronto on this 5th day of June 2019.



Canadian Union of Public
Employees
Per:



Air Canada
Per: