



AIR CANADA COMPONENT

Canadian Union of Public Employees,
Air Canada Component of CUPE
GRIEVANCE FORM

GRIEVANCE NUMBER: CHQ-18-08 (POLICY)

SUBJECT: LOU 48 (Automated Base Transfer System)

DEPARTMENT: Mr. Michael McCrory, Director, Air Canada Labour Relations - IFS

NATURE OF THE GRIEVANCE:

The Union claims that Air Canada violated articles 2, 3, 18.07, L48, all relevant provisions of the Collective Agreement, and any other relevant legislation, act, or statute by failing to obtain the Union's concurrence for implementing changes to the language of the Collective Agreement relating to LOU 48 and Article 18.07. Air Canada is also estopped from applying the strict provisions of articles 18.07.01.01 (expiration of statements of preference), 18.07.03 (written notification of offers), and article 18.04 (not needing to act on another transfer request within 6 months), at this time on the grounds of estoppel. Other violations include but are not limited to providing only 48 hours from the time of notification of offer contrary to article 18.07.03.

SETTLEMENT REQUESTED:

1. Air Canada abide by the Collective Agreement;
2. Cease and desist all identified violations;
3. A declaration that Air Canada has violated the Collective Agreement by failing to obtain the Union's concurrence for implementing changes to the language of the Collective Agreement relating to LOU 48 and Article 18.07;
4. A declaration that Air Canada has violated the Collective Agreement by failing to provide members "not less than forty-eight (48) hours" to respond to an offer of transfer from time of notification;
5. Cease and desist unilaterally changing the long standing practice of how statements of preference are maintained on file and the method of notification when offering transfers;
6. Air Canada return to the long standing practice of maintaining statements of preference on file that do not expire, and providing verbal notification only when offering transfers;
7. The Company be estopped from implementing changes at this time on the grounds of estoppel or in the alternative, all adjustments be held in abeyance until the next round of bargaining;
8. Make all affected employees whole;
9. Damages be paid to the Union;
10. Provide for any other redress deemed appropriate.

We request a hearing within the contractual time limits and that the Company provide all documentation relied upon in this matter.

Signature of Employee(s) or Union Officer

Name of Union Officer Originating Grievance: Marie-Hélène Major, President, Air Canada Component of CUPE

Date: January 30, 2018