



AIR CANADA COMPONENT

Canadian Union of Public Employees, Air Canada Component of CUPE

GRIEVANCE FORM

GRIEVANCE NUMBER: CHQ-19-12 (POLICY)

SUBJECT: Travel Pay - Between YYZ and YUL bases

DEPARTMENT: Mr. Giuseppe Morello, Director, Air Canada Labour Relations - IFS

NATURE OF THE GRIEVANCE:

The Union claims that Air Canada violated articles 3, 5, 21.01, L8, all relevant provisions of the Collective Agreement, any other relevant legislation, act, or statute, and past practice, by failing to pay travel pay to Toronto based employees who are required to attend safety training in Montreal. Air Canada is also estopped from applying the strict provisions of L8.01.03 (exceptions, paragraph 2), at this time on the grounds of estoppel.

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 pay travel pay to Toronto based members required to attend safety training in Montreal;
4. Cease and desist unilaterally changing the long-standing practice of paying travel pay if Montreal or Toronto based employees are required to attend safety training at either one of these bases;
5. Air Canada return to the long-standing practice of paying travel pay if Montreal or Toronto based employees are required to attend safety training at either one of these bases;
6. 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;
7. Make all affected employees whole;
8. Damages be paid to the Union;
9. 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: Wesley Lesosky, President, Air Canada Component of CUPE

Date: April 9, 2019