

Canadian Union of Public Employees, Air Canada Component

Grievance Form



GRIEVANCE NUMBER: CHQ-21-13 (POLICY)

SUBJECT: COVID-19 Leave of Absence, CLC section 239.01(1)

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

NATURE OF THE GRIEVANCE:

Further to the federal government's amendments to section 239 of the *Canada Labour Code*, employees in a federally regulated workplace are entitled to and shall be granted a leave of absence if they are unable or unavailable to work for reasons related to COVID-19. Air Canada violated the Collective Agreement, including articles 3, 13, 15, 21.01, 24, L14 and all relevant provisions of the Collective Agreement, the *Canada Labour Code*, the *Canada Labour Code Regulations*, the *Canadian Human Rights Act*, and any other relevant legislation, act, or statute, by implementing a blanket policy of denying COVID-19-related leaves to the Union's members, demanding that members provide supporting documentation to substantiate the leave, and preventing members from requesting COVID-19-related leaves beyond September 25, 2021 (thus preventing them from accessing their entitlement to 42 weeks of leave). Air Canada has breached its statutory obligations under the *Code* and is discriminating against members contrary to the *Canadian Human Rights Act*. In doing so, it has unreasonably aggravated the circumstances of members already facing hardship because of COVID-19.

SETTLEMENT REQUESTED:

The Union seeks an immediate cease and desist of the following:

1. Air Canada's blanket denial of members' statutory entitlement to take COVID-19-related leaves under s. 239.01 of the *Code*;
2. Air Canada demanding members provide additional documentation and/or information outside the scope of the requirements of s. 239.01(8) of the *Code*; and
3. Air Canada refusal to process COVID-19-related leaves beyond September 25, 2021.

The Union further seeks that Air Canada:

4. A declaration that Air Canada breached the *Canada Labour Code* and *Canada Labour Code Regulations*;
5. An order that Air Canada make all affected members whole and pay damages to all affected members;
6. An order that Air Canada pay damages to the Union for breaches of the Collective Agreement, the *Canada Labour Code* and *Canada Labour Code Regulations*;
7. An order that Air Canada comply with the *Canada Labour Code* and *Canada Labour Code Regulations* by providing all members with their COVID-19 leave entitlements; and
8. 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

A handwritten signature in black ink, appearing to be 'W. Lesosky', written in a cursive style.

Name of Union Officer Originating Grievance: Wesley Lesosky, President, Air Canada Component of CUPE

Date: July 28, 2021