#### TRANSMISSION VERIFICATION REPORT

TC-CIVIL AVIATION AVIATION OH'S - HEADQUARTERS
PLACE de VILLE, TOWER C
330 STARKS ST. 4th FLORE
OTTAWN ON KIA ON 8

TIME : 09/03/2007 14:06 NAME : KGAUTHIER FAX : 7054293097 SER.# : BROM5F302311

FACSIMILE 613954-1602

DATE, TIME FAX NO. /NAME DURATION PAGE(S) RESULT MODE

09/03 14:05 16139541602 00:01:02 02 OK STANDARD ECM

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## COMPLAINT REGISTRATION

### **ENREGISTREMENT DE LA PLAINTE**

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Other - specify Autre - specifier				
Complehent's Name / Nom du (de la) plaignant(e) Kevin S. Gauthier		5. Employer's Name / Nom de Femployeur (x-employer) Air Canada		
2. Complainant's Address / Adresse du (da la) plaing? 12 -53 rd. St. S.	wi(e)	6. Employer's Address / Adresse de l'employeur		
Wasaga Beach, ON				
L9Z 1W8	4. Telephone / Téléphone	7. Type of Operation / Genre d'extivité	8. Telephone / Téléphone	
3. Cocupation Piliot				
	705 429 3097	International commercial aviation		
Are you covered by a collective agreement?     Eles-yous assujetti(e) & une convention cellective?	Yes No			
Union/Syndicat Representative / Representative				
To be complained for PART IS (Lebour & A compliant pour plaintes releves (Les normes du les	moderda) COMPLANITS si de ja PARTIE III reili)	To be completed for PART # (Coouguidom) to A completer pour plaintes raters (Micarillé et matilé au 1	duty mut Hantith) COMPLAINTS nt do in PARTIE II ravall)	
10. Status of employment (with amployer indicated Statut Comploi (pare: Comployeer susquardicate	above) 6)	11. Type of Infraction / Genre d'infraction		
Constrainced Débuté (date)		Hazard Hasard Establishment/deformina		
Terminated Terminé (clate)	-	Interfere with primary flig	ht crew duties	
By whom: self self soi-mans	employer femployeur	Workelle Lieu de travelle ramp les gate departs	ures and arrivals	
hre per day heures per jour @\$	per hour	Adresse Air Canada Operations		
the per week	bet week			
nertic enture		12. Is there a safety and resulth committee/represer Exists 4-if un constité de adourité et de servidémp	tative at work place? pleantant su lieu de treveil?	
SAIT		Yes Non		
		Contact : Name / Nom		
	1740	Telephone / Téléphons		



## **COMPLAINT REGISTRATION**

# **ENREGISTREMENT DE LA PLAINTE**

Complaint under Plainte sous Part II Partie II	Part III Non-smokers' Heal Loi sur la santé des		abour Act les heures de travail
Other - specify Autre - spécifie			
Complainant's Name / Nom du (de la) plais     Kevin S. Gauthier	gnant(e)	Employer's Name / Nom de l'employeur     (x-employer) Air Canada	
2 Complainant's Address / Adresse du (de la 12 -53 rd. St. S.	a) plaingnat(e)	Employer's Address / Adresse de l'employeur	
Wasaga Beach, ON			
L9Z 1W8			8. Telephone / Téléphone
3. Occupation	4. Telephone / Téléphone	7. Type of Operation / Genre d'activité	o. Telephone / Telephone
Pilot	705 429 3097	International commercial aviation	
Are you covered by a collective agreement Étes-vous assujetti(e) à une convention co	nt? Yes No Non Non		
Union/Syndicat	Represer	ntative / Représentant	
À compléter pour plaintes	abour Standards) COMPLAINTS s relevant de la PARTIE III s du travail)	To be completed for PART II (Occupational S À compléter pour plaintes releva (Sécurité et santé au	ent de la PARTIE II
Status of employment (with employer in Statut d'emploi (avec l'employeur susm	ndicated above)	11. Type of infraction / Genre d'infraction	
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Terminated Terminé (date)		interfere with primary flig	ht crew duties
By whom: self soi-même	employer l'employeur	Worksite Lieu de travail  Address	
hrs per day heures par jour	@ \$ per hour par heure	Adresse Air Canada Operations	5
hrs per week heures par semaine	per week par semaine		
other		<ol> <li>Is there a safety and health committee/represe Existe-t-il un comité de sécurité et de santé/represe</li> </ol>	ntative at work place?
autre		Yes No	
		Contact : Name / Nom	
		Telephone / Téléphone	
Complaint was discussed with:     La plainte a été discutée avec :			
A. Employer L'employeur	Referred to: Air Canada Safety/Ma		Telephone / Téléphone
Yes No Non Non	Action taken unknown	Name / Nom	Telephone / Telephone
B. Union Syndicat	Referred to: ACPA's Tech Safety a	and Master Executive Council	
man de la browning de la company	Action taken Action prise unknown	Name / Nom	Telephone / Téléphone
	Referred to:		16.
	Référé à :	Name / Nom	Telephone / Téléphone
Yes No Non	Action taken Action prise unknown		

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<ol> <li>Was this complaint made to anothe Cette plainte a-t-elle été faite à un a</li> </ol>	I am and a section of the section of	Yes No da	ates other than s	SEPT. 29/05
Specifier Transport Canad	a, TSB of Canada, ICAO, severa	Federal MP's and ot	ner parties Date	Sept. 29, 2005
purposes for all in-flight cro is contrary to the requirement respect to this matter as an	la plainte rs associated with determining ew, is an "in-flight" hazard that i ents of the Aeronautics Act 7:41 remployee of this carrier has re of the and disability benefits and to	nterferes with the safe 1-3. The complaint is sulted in "in-house" i	e operating practices also made that my a reprisals brought aga	of the carrier and ctivism with
	ge the establishment of an "out- hed in conjunction with the airce et" position.			
	ge the establishment of an "In-tic complished in conjunction with ed.			
that it provides an incentive straying from conformity to	this method of defining the per e for employees to alter the esta standard operating procedures ing the departure and arrival ph	ablishment of "out-tim s. The complainant rel	nes" and "in-times" of the continuation	of an "aircraft" by on of rollback
"out-time" will be determine omplaint is made that this whereby the ramp crew are from the "set" position at the	establishing an "out-time" of an ed via the flight crews action of gives a flight crew an incentive prepared and ready to commen his point would require the aircreaft is placed in a less than ideal	releasing the aircraft to release the aircraft ice aircraft push-back aft "brakes" being ap	parkbrake from it's "a t parkbrake prior to t a. A premature release plied manually. This o	set" position. The hat point in time e of the parkbrake could lend to a
position and the cabin doo In this scenario a prematur lead to a situation whereby parkbrake until such time a	tablishing an "In-time" of an aird r is opened, the "In-time" will de e opening of the aircraft cabin d the flight crew is provided with is both engines are secure. Agai than ideal configuration with an	termine the end of the oor (prior to both eng an incentive to intent n, these actions could	e pay period for all in line shutdown) via ra ionally delay setting d lend to a situation v	-flight crew. mp personnel can the aircraft whereby the
	être révélé à l'employeur (s.v.p. initialer)	Yes No Non	4	
<ol> <li>How do you wish to be addressed in Comment peut-on yous appeler day</li> </ol>		Mrs. / Mme	Miss / Mile Ms	
K. Haut	100			September 3, 2007
Signature of C Signature du (de		Receiving Offic Fonctionnaire qui a reç		Date
		SAGE EXCLUSIF DU BUREAU		
Complaint No. N° de la plainte	File No. (Regional) Dossier Nº (Bureau extérieur)	File No. NHQ Dossier Nº AC		Date received Date de la réception
Office receiving complaint Bureau qui a reçu la plainte	Forwarded to Transmis à	Date	Complaint rec'd by / Plainte re	



Pearson Transport Canada Centre 5431 Flightline Drive P.O. Box 6003 Mississauga, Ontario L5P 1A1

Our File: SEP07PAXP01

Sent Via: Registered Mail

September 12, 2007

Mr. Kevin Gauthier 12-53rd Street S Wasaga Beach, ON L9Z 1W8

Dear Mr. Gauthier,

RE: Canada Labour Code Part II

This will acknowledge receipt of your complaint dated September 03, 2007, which was forwarded to this office by Transport Canada Headquarters on September 04, 2007 against Air Canada.

In order to investigate this complaint on your behalf, we will be required to contact your former Employer and disclose your name to said employer. This is contrary to your notation in "box 16" of the "Complaint Registration Form".

To move forward with this complaint, we require your consent, in writing, to disclose your name because the details of the complaint must be provided to the other party in order for them to respond to the issues raised in the complaint. In addition, if the Internal Complaint Resolution Process as defined by Section 127.1, has been followed in accordance with the *Code* the nature of the complaint(s) and the identity of the complainants are commonly known to all parties.

Please contact the undersigned inspector, at the above address or by telephone, at (905) 621-6256 or via email at: wittonl@tc.gc.ca

Yours truly,

Lisa Witton

Civil Aviation Safety Inspector

Occupational Health and Safety - ON 1081

Commercial and Business Aviation

Jean african

Ontario Region

Cc

J Servant - Chief, Aviation Occupational Health & Safety

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Transport Canada

Transports Canada

### COMPLAINT REGISTRATION

### **ENREGISTREMENT DE LA PLAINTE**

Complaint under Ptainte sous  Part II Partie II	Part III Non-smokers' Hee Partie III Loi sur la santé de		abour Act tes neures de travail
Other - specify Autre - specifier			
Completeurs Name / Nom du (de la) plaignant Kevin S. Gauthier	(e)	Employer's Name / Nomice remployeur     (x-employer) Air Canada	
2. Complainant's Address / Adresse du (de la) plat 12 -53 rd. St. S.	ngnat(e)	8, Employer's Address / Adress de l'employeur	
Wasaga Beach, ON			
L9Z 1W8			
3. Occupation	4. Telaphone / Téléphone	7. Type of Operation / Genre d'activité	8. Telephone / Téléphone
Pilot	705 429 3097	International commercial aviation	
Are you covered by a collective agreement?     Étes-vous assujetti(e) à une convention collection.	Yes No Non Non		
Union/Syndicat '	Represe	ntative / Representant	
To be completed for PART # (Labour A completer pour plaintes refe (Les normes du (	rant de la PARTIE III	To be completed for PART II (Occupational 9s À completer pour plaintes releva (3écurité et santé au	ent de la PARTIE II
10. Status of employment (with employer audical Statut d'emploi (avec l'employeur susmentio		11. Type of Infraction / Genre d'infraction	
Commenced Débuté (date)		Hazard Establishment/ determina	tion of pay periods
Terminated		Interfere with primary flig	
Terminé (date)		Madeira	
Par qui: ealf eal-même	employer l'employeur l'employeur le leu de traveil ramp le gate departures and arrivals		
has per day heures par jour @\$	per hour Address Air Canada Operations		
hrs per week heures per semains (2) \$	per week par semaine		
	pai aeritano	12. Is there a safety and health committee/represer	Bathe at work place?
autre		Existe-1-il un comité de sécurité et de santé/rep	résentant au lieu de travail?
		✓ Yes No	
		Contact : Name / Nom	
		Telephone / Téléphone	,
13. Complaint was discussed with: La plainte a été discusée avec :	* Manuel 1		
A. Employer Referm	od to: Air Canada Safety/Ma	nagement/Board of Directors	
23,72,		Name / Nom	Telephone / Téléphone
Yes No Action	taken unknown		
B. Union Referm Syndicat Référé	ACPA's Tech Safety a	and Master Executive Council	
Yes No Action	taken unknown	Name / Nom	Telephone / Téléphone
C. Safety and health committee Referre			
	taken unknown	Name / Nom	Telephone / Telephone
Out Next Action	yilloo		O 164

26-0618 (0005-01)

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<ol> <li>Was this complaint made to another Cette plainte a-t-alle été faite à un au</li> </ol>	government representative?  tre representant gouvernmental?  Yes Out	Non Ad	ates other than	Sept. 29/05
Specifier Transport Canada	a, TSB of Canada, ICAO, several F	ederal MP's and ot	her parties ) Oate	Sept. 29, 2005
15. Statement of complaint / Exposé de I make complaint that factor	s associated with determining "o	out-times" and "In-t	imes" for the estab	ishment of pay
purposes for all in-flight cre	w, is an "in-flight" hazard that Int	erferes with the saf	e operating practice	s of the carrier and
is contrary to the requireme	nts of the Aeronautics Act 7:41 1	3. The complaint Is	also made that my	activism with
respect to this matter as an	employee of this carrier has resu	ulted in "In-house"	reprisals brought a	gainst myself with
eventual termination of heal	th and disability benefits and terr	nination of employ	ment.	
	e the establishment of an "out-ting ed in conjunction with the aircrat "position.			
The second secon	e the establishment of an "in-time complished in conjunction with the	and the second s		
that it provides an incentive straying from conformity to	this method of defining the perime for employees to alter the estab- standard operating procedures. In the departure and arrival phase	lishment of "out-tin The complainant re	nes" and "in-times" lles on the continua	of an "aircraft" by tion of rollback
"out-time" will be determine complaint is made that this whereby the ramp crew are from the "set" position at the	establishing an "out-time" of an a d via the flight crews action of re- gives a flight crew an incentive to prepared and ready to commence is point would require the aircraft ft is placed in a less than ideal co	leasing the alrcraft release the aircraft alrcraft push-back t "brakes" being ap	parkbrake from it's it parkbrake prior to c. A premature relea plied manually. This	"set" position. The that point in time se of the parkbrake s could lend to a
position and the cabin door In this scenario a premature lead to a situation whereby	abilishing an "in-time" of an aircra is opened, the "in-time" will dete copening of the aircraft cabin doo the flight crew is provided with an so both engines are secure. Again,	rmine the end of the or (prior to both eng n incentive to intent	e pay period for all gine shutdown) via tionally delay setting	in-flight crew. camp personnel can g the aircraft
alreraft is placed in a less th	an Ideal configuration with an "u	n commanded" roll	back of the aircraft	resulting.
	etre révélé à l'employeur (e.v.p. initialer)	Oui Non	1.h	
<ol> <li>How do you wish to be addressed in Comment peut-on yous appeter dans</li> </ol>	s notre correspondence? Mr. / M	Mrs. / Mrne	Miss / Mile Ms	
Lu A	50			September 3, 2007
Signature of Co		Receiving Offi Fonctionnaire gul a rec		Date
Complaint No	File No. (Regional)	File No. NHQ		Date received
Nº de la plainte	Dossier N° (Bureau exterieur)	Dossier N° AC		Date de la réception
Office receiving complaint Bureau qui a regu la plainte	Forwarded to Transmia à	Date		regue per Inserview Entrevue

Sept. 29, 2005	14. Was this complaint made to and Cette plainte a-t-elle été faite à	ther government representative? un autre représentant gouvernemental?	Yes No Non 7	dates other than	Sept.29/05
I make complaint that factors associated with determining "out-times" and "in-times" for the establishment of pay purposes for all in-flight crew, is an "in-flight" hazard that interferse with the safe operating practices of the carrier and is contrary to the requirements of the Aeronautics Act 7:41 1-3. The complaint is also made that my activism with respect to this matter as an employee of this carrier has resulted in "in-house" reprisals brought against myself with eventual termination of health and disability benefits and termination of employment.  To the best of my knowledge the establishment of an "out-time" for commencement of the pay period for this airline's in-flight crew, is accomplished in conjunction with the aircraft cabin door being closed and the aircraft park brake being released from the "set" position.  To the best of my knowledge the establishment of an "in-time" for determining the end of the pay period for this airline's in-flight crew, is accomplished in conjunction with the aircraft parkbrake being placed in the "set" position and the cabin door being opened.  The complaint is made that this method of defining the perimeters of the pay period is a significantly flawed process in that it provides an incentive for employees to alter the establishment of "out-times" and "in-times" of an "aircraft" by straying from conformity to standard operating procedures. The complaint selles on the continuation of rollback incidents at this carrier during the departure and arrival phases to support the complaint being made.  Specifically, with regard to establishing an "out-time" of an aircraft, once the aircraft cabin door is closed then an "out-time" will be determined via the flight crew action of releasing the aircraft parkbrake from it's "set" position. The complaint is made that this gives a flight crew an incentive to release the aircraft parkbrake from it's "set" position. The complaint is made that this gives a flight crew an incentive to release the aircraft parkbrake from it's "set" positio		ada, TSB of Canada, ICAO, (sev	eral Federal MP's and ot	her parties) Date	Sept. 29, 2005
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in-flight crew, is accomplished in conjunction with the aircraft cabin door being closed and the aircraft park brake being released from the "set" position.  To the best of my knowledge the establishment of an "in-time" for determining the end of the pay period for this airline's in-flight crew, is accomplished in conjunction with the aircraft parkbrake being placed in the "set" position and the cabin door being opened.  The complaint is made that this method of defining the perimeters of the pay period is a significantly flawed process in that it provides an incentive for employees to alter the establishment of "out-times" and "in-times" of an "aircraft" by straying from conformity to standard operating procedures. The complainant relies on the continuation of rollback incidents at this carrier during the departure and arrival phases to support the complaint being made.  Specifically, with regard to establishing an "out-time" of an aircraft, once the aircraft cabin door is closed then an "out-time" will be determined via the flight crews action of releasing the aircraft parkbrake prior to that point in time whereby the ramp crew are prepared and ready to commence aircraft push-back. A premature release of the parkbrake from the "set" position at this point would require the aircraft "brakes" being applied manually. This could lend to a situation whereby the aircraft is placed in a less than ideal configuration with an "un-commanded" rollback of the aircraft resulting.  Likewise, with regard to establishing an "in-time" will determine the end of the pay period for all in-flight crew. In this scenario a premature opening of the aircraft cabin door (prior to both engine shutdown) via ramp personnel can lead to a situation whereby the flight crew are provided with an incentive to intentionally delay setting the aircraft parkbrake until such time as both engines are secure. Again, these actions could lend to a situation whereby the aircraft tesulation whereby the aircraft resulting.  16. Complairant's name may be d	eventual termination of h	ealth and disability benefits and	d termination of employn	nent.	
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Office receiving complaint Bureau qui a reçu la plainte  Forwarded to Transmis à  Date  Complaint rec'd by / Plainte reçue par  Mail Courrier  Téléphone  Interview Entrevue			Date	1	

VIA REGISTERED MAIL

Pearson Transport Canada Centre 5431 Flightline Drive Mississauga, Ontario L5P 1A1

Our File: SEP07PAXP01

October 3, 2007

Mr. Kevin Gauthier 12-53<sup>rd</sup> Street S Wasaga, Beach, ON L9Z 1W8

Dear Mr. Gauthier,

SUBJECT: Canada Labour Code, Part II - Complaints Under s.133

This letter is further to your re-submitted complaint dated September 13, 2007, which was received in this office on September 13, 2007 against your former employer Air Canada. We have reviewed your complaint, and have determined that the Labour Program does not have jurisdiction to investigate your complaint, as the subject matter of your complaint falls within the purview of section 133 of the *Canada Labour Code*, Part II.

Please note that the *Code* has established a **time limit for you to register your complaint of 90 days** from the date on which you knew or in the Board's view you ought to have known, of the action or circumstances giving rise to your complaint. We therefore suggest that you immediately forward your complaint to the Canada Industrial Relations Board (CIRB), who has the power to investigate your complaint, unless you will be referring your complaint to arbitration or adjudication.

Canadian Industrial Relations Board 1 Front Street West 5th Floor East Suite 5300 Toronto, Ont. M5J 2X7

## Canada

The Labour Program of Human Resources and Skills Development Canada, extended jurisdiction to Transport Canada-Civil Aviation, can, therefore, take no further action on your behalf.

Yours truly,

Lisa Witton

Civil Aviation Safety Inspector, Cabin Safety Occupational Health and Safety – ON1081

Commercial & Business Aviation

Ontario Region

Cc: J Servant – Chief, Aviation Occupational Health & Safety F Dehaye – CASI-OH&S, Transport Canada

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