

**IN THE MATTER OF AN ARBITRATION PURSUANT TO
THE *CANADA LABOUR CODE***

Between

AIR CANADA

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Grievance 20200311045 – Article 10 and MOA 12- Shift Bids

Before: Christine Schmidt, Sole Arbitrator

Appearances:

For the Employer: Jackie VanDerMeulen, Counsel
Stephanie Haas, Director, Labour Arbitration and Research
John Beveridge, Senior Director of Labour Relations

For the Union: Steve Prinz, General Chairperson Western Region
Kevin Timms - General Chairperson Western Region
Lou Pagrach - Grand Lodge Representative
Guillaume Lingat - General Chairperson Eastern Region
Serge Gelinat - General Chairperson Eastern Region
Ed Hepburn - General Chairperson Eastern Region

This matter was heard by videoconference on December 10 and 21, 2020.

AWARD

1. This award concern a matter that is national in scope covering all affected stations represented in the Air Canada and IAMAW TMOS collective agreement (“Collective Agreement”). Grievances have been filed across the country alleging flagrant breaches of article 10 and Memorandum of Agreement No. 12 (“MOA 12”), which provisions address work schedules. They are reproduced in an appendix to this award.

2. I was appointed to hear this matter, which proceeded by way of an expedited process agreed to by the parties. On December 10, 2020, the parties engaged in mediation with a view to resolving the matter on a go forward basis, leaving the issue of remedy for the violations to a later date. They were unsuccessful. Accordingly, the matter proceeded on its merits.

3. Shortly after the COVID-19 pandemic was declared in March 2020, the Company’s flight bookings decreased in unprecedented and unexpected ways. In response, the Company unilaterally began assigning shifts at its discretion, in flagrant violation of the shift assignment process provided for in the Collective Agreement as well as the compression ratios provided for in the MOA 12 as outlined in the Union’s brief. More recently, the parties agree that the Company has implemented shift bids in certain locations. Not all conditions of the Collective Agreement and MOA 12 have been complied with, however.

6 In the circumstances, the Company is to comply with the Collective Agreement and MOA 12 and is hereby directed to implement shift bids that meet all the relevant conditions forthwith at all stations.

7. I remit the issue of remedy to the parties. In the event that the parties are unable to come to a resolution, I remain seized.

Dated at Toronto this 21st day of December 2020.



Christine Schmidt, Sole Arbitrator

APPENDIX

**MEMORANDUM OF AGREEMENT NO. 12 -
Shift Schedules**

The parties agree that Articles 10.01.03.01, 10.01.03.01.01, 10.01.03.01.02, 10.01.03.01.03 and 10.01.03.01.04 as well as the NOTES in Article 10.01.02 will be inoperative during the life of this MOA and that the shift-scheduling provisions of this MOA will apply.

The shift-scheduling provisions of this MOA apply to employees in airports and cargo but not training instructors, gate planners, BCC/BCR, GSE and weight & balance.

This MOA will be automatically renewed annually at all locations unless written notice is provided of withdrawal at any location. Written notification shall be provided no later than November 1 for the following calendar year and withdrawal shall be effective with the first full work schedule change of the following calendar year. If the union withdraws, Article 10 will apply to that work location and all employees at that work location will forfeit 3 General Holiday days and their Shift Premiums for the full calendar year.

- A. The following shift patterns may be used by the Company in the development of work schedules.

Shift Pattern		Shift Duration	
(Includes equivalent time off)		(Includes paid Meal Period)	
a)	4 days on / 3 days off	=	9 hours and 20 minutes
b)	4 days on / 4 days off	=	10 hours and 40 minutes
c)	6 days on / 3 days off	=	8 hours
d)	4 days on / 2 days off	=	8 hours
(Includes Paid Stats)		(Includes Paid Meal Period)	
a)	4 days on / 3 days off	=	10 hours
b)	4 days on / 4 days off	=	11 hours and 25 minutes
c)	6 days on / 3 days off	=	8.5 hours
d)	4 days on / 2 days off	=	8.5 hours

e)	5 days on / 2 days off	=	8 hours
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B. Compression levels in Airport and Cargo locations will be based on historical averages of 2011 for LSA, FT SA, FT CSA, LCSCA, and FT CSCA. The charts in Addendum to MOA #12 identify the applicable compression levels to be utilized.

NOTE 1: The Company may develop the work schedule plus or minus 2% of the 4x4 shift pattern, and plus or minus 2% of the 4x3 shift pattern.

NOTE 2: The shift patterns and corresponding ratios will be utilized unless changes are mutually agreed to by the Company and the Union at the District (HQ) Level.

A. On an annual basis, the Local Shop committee will provide the Company with the employees' preferences for the distribution of the shift patterns by time of day (i.e. AM and PM), and preferences of shift patterns scheduled to various functions. The company will take these preferences into consideration in developing work schedules that meet operational requirements.

B. The work schedule developed by the Company will be provided to the Work Schedule Review Committee (WSRC). The composition of the WSRC and the timeframe for the Work Schedule Review process will be based on the number of active employees at the applicable Airport or Cargo location for which the work schedule is being developed as follows:

- 1) 700 or more active employees _ 4 union representatives will be provided three (3) calendar days;
- 2) 400 to 699 active employees _ 2 union representatives will be provided three (3) calendar days;
- 3) 61 to 399 active employees 2 union representatives will be provided two (2) calendar days;
- 4) Up to 60 active employees _ 2 union representatives will be provided one (1) four (4) hour day.

C. At the commencement of the WSRC process, the Company will present details of the developed work schedule to the WSRC. The details will include the number of bid lines (operational and relief) and the number of employees eligible to bid a work schedule. Following the presentation of the details of the work schedule, the WSRC may suggest start time adjustments to the work schedule that are no greater than 30 minutes and do not impact operational requirements, coverage, cost, and manageability. If the Company does not accept the proposed adjustments, the WSRC process will commence as scheduled utilizing the shift schedule as presented by the Company. If the WSRC fails to complete the work schedule review process within the deadlines set out above, then the Company will implement its work schedule.

D. The Company commits to maintaining the same methodology of scheduling of relief requirement that it has historically utilized.

For Air Canada

For Transportation District 140

John Beveridge

Ken Russell

Director, Labour Relations

IAMAW Bargaining Chairperson

Andrea Zaffaroni Keith Aiken

Keith Aiken

Manager, Labour Relations

IAMAW Bargaining Chairperson

**ARTICLE 10 – HOURS OF WORK, WORK SCHEDULES, MEAL PERIOD,
OVERTIME, TIME BANK, SICK LEAV, FIELD AND EMERGENCY
WORK AND RELIEF DUTIES**

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10.01.03 WORK SCHEDULES

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10.01.03.02 It is not possible to establish standard criteria covering the application of the "principle of seniority" (employees indicating their shift starting times) in conjunction with major changes in Flight Schedules. However, in the interest of efficiency and economy of operations and with a view to reducing associated unproductive costs without seriously affecting employees' working conditions and seniority privileges, it is agreed that local understandings with respect to the bidding process adhere to the following criteria:

- a) The Company will advise the Union at the local Shop Committee when there is a requirement for a work schedule change, providing a minimum of 4 weeks notice from the date of implementation.
- b) The employees be afforded an opportunity to indicate their shift preference by shift starting times one (1) to four (4) times a year. The number of work schedule changes may vary by work location.

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10.01.08 BID PROCESS

10.01.08.01 Work schedules / bid lines will be bid in classification seniority order.

10.01.08.02 The work schedule will be posted and emailed to all Air Canada employees (at their Air Canada email address) no less than five (5) calendar days prior to the commencement of the bid.

10.01.08.03 Implementation of any new work schedule will occur no less than seven (7) calendar days after the bid process is completed. Employees will be provided their awarded schedule either in hard copy or via electronic means (copy, automated distribution).

10.01.09 **SHIFT AND WORK SCHEDULE ALTERATIONS**

- 10.01.09.01 An employee changing classification, point, or inter-departmental transfer will be assigned a relief work schedule, until the next work schedule change.
- 10.01.09.02 An employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/off may be altered to meet training requirements. Notices of such changes will be provided seventy-two (72) hours prior to the new reporting time.
- 10.01.09.03 An employee's start time can be altered by a maximum of sixty (60) minutes when the existing work schedule no longer meets operational requirements. Notice of such start time changes will be seventy-two (72) hours for any changes of thirty (30) minutes and seven (7) days for any changes of sixty (60) minutes. Only one change to an earlier or later start time of thirty (30) minutes or less will be permitted per employee per shift period, however, a change back to the employee's scheduled shift will also be permitted if required. Only one change to an earlier or later start time greater than thirty (30) minutes and to a maximum of sixty (60) minutes will be permitted per employee per shift bid.

NOTE: Articles 10.01.08 and 10.01.09 apply to Airport & Cargo