

IN THE MATTER OF AN INTEREST ARBITRATION BETWEEN:

JAZZ AVIATION LP

and

UNIFOR LOCAL 2002

AIR CANADA BARGAINING UNIT JAZZ AVIATION BARGAINING UNIT

and

AIR CANADA

SMALL BASES DISPUTE

ARBITRATOR: Tom Hodges

AIR CANADA: John Beveridge, Director Labour Relations

UNIFOR: Jenny Ahn, Assistant to the National President
Cheryl Robinson, President Local 2002
Leslie Dias, National Representative, AC Bargaining Unit
Joel Fournier, National Representative, Jazz Bargaining Unit
Liz Marzari, National Representative, Jazz Bargaining Unit

JAZZ AVIATION: Kirk Newhook, Vice President, Employee Relations
Stephen Boa, Manager, Labour Relations

AWARD: August 16, 2016

SUPPLEMENTARY AWARD

As a result of my August 13, 2016 decision on the Small Bases closure the parties have agreed that I will address a number of interpretive questions relating to the award. The parties have agreed that this is necessary for employees to proceed in making informed decisions on their required declarations. For the purpose of this award Air Canada Customer Service Agents who were seconded to Jazz and covered by the June 2015 Agreement between Air Canada and Unifor will be referred to as Affected Employees.

Q.1-What process will be implemented for affected employees to gain employment from Jazz as AC has already sent the employee election form before this award and it does not include the option to work at Jazz?

A.-AC is preparing a new election form and will answer the union and employee questions directly.

Q.-An affected employee in Thunder Bay accepted employment with Jazz on July 15 as she were not sure what was going to happen with the award. Will your award of Aug 13 now apply to her and what will be her seniority date per your new award, or her hire date of July 15?

A. Any affected AC employees will be covered by this award have the same rights including hire dates.

Q.-Notwithstanding the forgoing seniority provisions, affected employees who elect to accept employment with Jazz will be returned to their status and entitlement at their former base that they held prior to the transfer of the base to Jazz. Please clarify?

A.-I am not privy to all of arbitrator Teplitsky's awards, letters and rulings, or to the parties' positions with respect to these Small Bases. Absent agreement between the parties on previous rulings, I will deal with disputes on an individual basis if they are put before me. However, my intent is that they return to their previous positions at Jazz at the time they were removed. If they were Full Time they return to Full time. PT to PT.

Q.- What about affected PT employees picking up additional hours hours.

A.- Once again, while I am not privy to all of arbitrator Teplitsky's awards, letters and rulings, or to the parties' positions with respect to Small Bases, my intent is that they return to their previous positions with the same entitlement for picking up hours as they had. No more and no less.

Q.-What if an affected former AC Employee wants to move to another Jazz base?

A- I am not aware what rules applied in the past under any of arbitrator Teplitsky's rulings. If they could move in the past under those rules they should have the same opportunity in the future. Regardless, they will now have Jazz seniority on a go forward basis and will be allowed to use it the same as any other Jazz employee.

Q.-If affected employees who elect to become Jazz employees obtain the vacation rights under the Jazz agreement do they maintain their former bid for weeks of vacation and slots?

A.- For this year only they maintain the entitlements they would have had as AC seconded employees. In the future they bid with Jazz seniority.

Q.-Affected employees currently on GDIP – Can they get to make an election to become a Jazz employee?

A.-When they declare that they are able to return to work.

Q.-Are affected employees who elect to Jazz subject to a probationary period?

A.- No. However, their employment record for the period they were previously seconded to Jazz, RTW agreement (active discipline, attendance etc.) will become part of their employment record at Jazz.

I remain seized with respect to the application and interpretation of this award.

Dated this 16th day of August, 2016

A handwritten signature in black ink, appearing to read "Tom Hodges", is enclosed within a thin black rectangular border.

Tom Hodges
Arbitrator