

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 18, 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 question 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.

In my August 16, 2016 Supplementary Award I addressed the following question and answer regarding affected employees rights to return to Jazz.

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.

For greater clarity, the affected employees referred to in the above Question and Answer who have been awarded the position they held as of June 30th 2016 have the ability to maintain that position by applying their AC base seniority if the event of a layoff in that base. As set out in paragraph 7 of my original award, the fencing protection of these employees is lost if they elect to move to a position other than the one the returned too. Their Jazz seniority will govern all other aspects of their employment as it pertains to bidding purposes for schedules.

In addition, a question has been raised regarding affected employees on Retirement Phase in under the June 13, 2015 agreement and the application of my award to such employees.

Such employees will have the same protection and wage rate as other affected employees but only until the end of their original term.

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

Dated this 18th day of August, 2016



Tom Hodges
Arbitrator