BULLETIN
TRANSPORTATION DISTRICT 140
DISTRICT DES TRANSPORTS 140
International Association of Machinists and Aerospace Workers
Association internationale des machinistes et des travailleurs et travailleuses de l'aérospatiale

TO ALL IAMAW MEMBERS
WORKING FOR AIR CANADA TMOS

KELLER AWARD
RE: ACM WORK SCHEDULES

Dear Brothers and Sisters:

Please find attached arbitrator Keller's award for the hearing held on July 28, 2015 regarding the ACM work schedules.

If you have any questions please feel free to call the Shop Committee (905-676-2243) or Gary Sinclair (905-671-3192).

As always the Union remains open for any and all discussions with the employer.

In solidarity,

G d Sinclair

Gary Sinclair
General Chairperson
Central Region

GS:gls cope

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In the Matter of an Arbitration Between

Air Canada (Employer)

And

Transportation District 140
(I.A.M., Union)

And

ACM Work Schedules

Before: M. Brian Keller, Arbitrator

Appearances:

For the Employer:	John Beveridge, Director Labour Relations
For the Union:	Gary Sinclair, General Chairperson
	Dave Freeman, Joe Veltri, Shop Committee

Hearing by written submissions

AWARD

The grievance involves a dispute between the parties as to the appropriate work schedule. Currently, the parties are following the process described In Memorandum Number Four- Compressed Work Week. A provision of that Memorandum provides either party the right to discontinue at their request. Such a request has been made by the Union.

The collective agreement, at article 10, deals extensively with, among other things, hours of work and work schedules. At article 10.01.03, there are provisions dealing with work schedules. There is an implicit recognition that "it is not possible to establish a standard formula for work schedules, which would be applicable to all Business Units, stations and bases". Consequently, there is a further recognition that there is "a continuing obligation to work out the most acceptable arrangement to cover the work requirements".

Unfortunately, no such acceptable arrangement has been reached notwithstanding discussions between the parties. Although there was an apparent agreement between the Union and the employer, the matter was put to a ratification vote and the members of the Union did not ratify what appeared to be the agreement between the parties. That is what prompted the Union to resile from the provisions of MOU 4.

Although the collective agreement does contain a process by which the parties are to attempt to reach an agreement on work schedules, there is no specific provision, other than arbitration, to deal with the matter should no agreement be reached.

In earlier awards, I ordered the parties to continue to attempt to bridge their differences. No agreement, however, has been reached and, consequently, the decision must be made as to the appropriate work schedule.

The Union is seeking a 5-2 work schedule. The employer claims that it will present significant operational issues. What is interesting to note, is that in an award dated June 5, 2006, arbitrator Martin Teplitsky noted as follows:

"The Union believes that a 5-2 schedule will not work. The employer's view is the opposite. I express no opinion on whose view is correct."

Given the views of the parties in 2006, I simply ask what has changed since. But, like Arbitrator Teplitsky, I express no opinion on whose view is correct.

We are at the stage, where discussions between the parties have obviously failed and the Union has resiled from MOU 4. The question then is what is provided by the collective agreement. After considering the various provisions of the collective agreement, I concur with what Arbitrator Teplitsky noted in 2006, that a 5-2 schedule is mandated by the collective agreement. No vote is necessary for such a schedule.

I consider it particularly unfortunate that the parties have not been able to agree on this issue. However, they haven't and, consequently, a 5-2 schedule is required by the collective agreement. Such a schedule is Ordered.

The next shift bid is to be held sometime in October. At that time, the shift bid is to be based on a 5-2 schedule unless the parties are able to reach some accommodation by then. If no accommodation is reached, the shift bid will be held no later than October.

I note, again, that in 2006 a 5-2 schedule resulted in significant dissatisfaction by employees with that schedule. The schedule resulted in a sickout because of issues resulting from the 5-2. Members of the Union have to understand that, regardless of the problems that might result from the imposition of the 5-2 work schedule once it is imposed they will have to live with it, just as the employer now has to live with the provisions of the collective agreement that mandates a 5-2 absent agreement on another work schedule. In other words, it is my expectation that no job action will result should there be perceived issues by employees with the 5-2 once it's in place.

No other redress sought, including any monetary compensation, is awarded.

I remain seized as required.

Ottawa this 28th day of July, 2015

M. Brian Keller, Arbitrator