

IN THE MATTER OF AN ARBITRATION

B E T W E E N :

AIR CANADA

- and -

AVEOS

- and -

IAMAW

Layoffs

MARTIN TEPLITSKY, Q.C.
Arbitrator

APPEARANCES:

On behalf of Air Canada: Denis Boucher

On behalf of AVEOS: Denis Villeneuve

**On behalf of IAMAW: Fred Hospes
Gary Sinclair**

Hearing held April 23, 2010

The Company issued layoff letters to the employees being affected by a temporary layoff in Vancouver and other bases across the country.

For Vancouver, the Company then issued an extension letter to the end of the expected temporary layoff period.

This extension has caused concerns with the employees that have entered into mitigation programs that were intended to mitigate the temporary layoffs at the Vancouver base.

Employees have concern that a recall will take place and such recall could disadvantage employees intended to be saved by the mitigation programs.

Employees working at particular bases enter in to mitigation programs locally to save their co-workers employment.

There are anomalies arising out of the unprecedented mitigation programs agreed to in this round of layoffs which need to be addressed, in order to meet the intent of saving co-workers employment who are working at a particular base.

The parties have explained the complexities of the bumping process as well as the difficulties in engaging employees to participate in mitigation programs. Employees are more likely to participate in a mitigation program if they are saving the employment of a direct colleague.

The question before me is if an employee subject to layoff is mitigated as a result of co-workers participating in a mitigation program, or as a result of a temporary operational requirement, and that this mitigation covers the duration of the original layoff period, should the recall provisions of the collective agreement apply once the position is required on a permanent basis.

It is my decision that if an employee that is advised of a layoff maintains employment at their home base for the duration of the expected layoff period, they shall have their original layoff rescinded upon notification of a permanent operational requirement. It was not the intention of the mitigation process to provide another employee with the ability to take the position of an employee who never left the employ of the Company, outside of the bumping process.

Therefore, should employees be mitigated for the duration of the expected layoff period, they are entitled to keep the position they have continuously held.

I remain seized to deal with any matters that may arise between the parties.

DATED the 26th day of April, 2010.



MARTIN TEPLITSKY, Q.C.
Arbitrator