

**IN THE MATTER OF AN ARBITRATION**

**B E T W E E N :**

**AIR CANADA**

**- and -**

**AVEOS**

**- and -**

**IAMAW**

**Re: Transition**

**MARTIN TEPLITSKY, Q.C.**  
**Arbitrator**

**APPEARANCES:**

**On behalf of Air Canada: Scott Morey**  
**John Beveridge**

**On behalf of AVEOS: Frank Szemenyei**

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

**Held March 29, 2011**

Having heard the parties' submissions, I make the following Directions for the transition process as it applies to TMOS which have no precedential value outside of the TMOS transition process:

1. All employees who select Options 2, 3, 4, 6 and 7, shall be removed from the Air Canada seniority list.
2. All complement manpower requirements including vacant positions at Air Canada shall be filled through the selection process.
3. After the selection process, any unfilled manpower requirements shall be filled by the bump process.
4. At the end of the bump process, any still unfilled manpower requirements shall be filled as provided in the Collective Agreement. (See LOU 13).
5. Employees with only division bumping rights who select Option 1 and cannot hold a position either at their home base or at any point selected by them in their division, are eligible for VB.3.
6. Employees with system bumping rights who select Option 1 and cannot hold a position either at their home base or at any point selected by them in their division and/or system, are eligible for VB.3.
7. This award shall be posted on all websites, both employer and union, in English and French without delay.
8. The employer shall provide the Union with a selection options flow chart

flow chart shall be posted on all websites, employer and union, in English and French. This exercise must also proceed without delay.

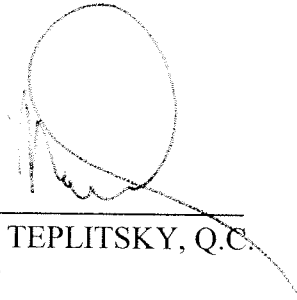
9. I remain seized.

During the course of the argument, a question arose as to whether any of these Directions were inconsistent with or in conflict with the MOA.

I am satisfied that Directions 1, 2, 3 and 4 are administrative only. There is no conflict with the MOA and the underlying purpose of promoting seniority is supported by these Directions.

Direction 5 is consistent with VB.3. It simply makes plain what is already included. Equally, Direction 6 merely clarifies the intention of VB.3. Directions 7 and 8 are for purposes of providing information.

DATED the 30<sup>th</sup> day of March, 2011



MARTIN TEPLITSKY, Q.C.  
Arbitrator