

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**International Association of Machinists and Aerospace**  
**Workers**  
**("the Union")**  
**-and-**  
**Air Canada**  
**("The Corporation")**

**WHEREAS** The Cargo business unit of the Corporation is reviewing its options regarding the deployment of a Customer Service Centre (CSC) to support its RIVO initiative.

**WHEREAS** the Union recognizes it possesses no scope rights whatsoever relating to the RIVO initiative.

**WHEREAS** in good faith, the Cargo business unit of the Corporation entered discussions with the Union regarding the logistical and operational components of deploying Customer Service Agents (CSA) represented by the Union to a CSC solution in Moncton (YQM) to support its RIVO initiative.

**AND WHEREAS** the Union and the Corporation (“the Parties”) wish to settle in a full and final manner all matters relating to the temporary allocation of IAMAW represented personnel to work to support its RIVO initiative.

**NOW THEREFORE** the Parties agree as follows:

1. The preamble forms an integral part of this Memorandum of Agreement (“Memorandum”).
2. The Corporation will initiate operation of a CSC in YQM at a date to be determined by its Cargo business unit.
3. The Union retains no scope rights of any sort relating to RIVO related work, including but not limited to, the operation of the CSC in YQM. The present Memorandum provides for a temporary assignment of work to IAMAW personnel covered by the Air Canada/IAMAW collective agreement.
4. The initial staffing deployment of the CSC in YQM will be as follows:

- Grouping A  
1 Lead Customer Service Agent (LCSA)
- Grouping B
- 3 Customer Service Agents (F/T CSA)
- Grouping C
- 13 part-time Customer Service Agents (P/T CSA)

5. Unless specifically amended by this Memorandum, all provisions of Memorandum of Agreement 16 of Air Canada/IAMAW collective agreement will otherwise apply to the CSC in YQM.
6. For all matters relating to the application of the Air Canada/IAMAW collective agreement, the CSC in YQM will be considered as a separate work location with respect to YQM Airport and YQM Cargo, including, but not limited to, all matters relating to the Part-Time cap. For further clarity, each Grouping will be administered separately for all matters such as, but not limited to:
  - LCSA bidding their shifts and vacation amongst themselves
  - F/T CSA bidding their shifts and vacation amongst themselves
  - P/T CSA bidding their shifts and vacation amongst themselves
7. The parties agree that the CSC in YQM is subject to a Part-Time cap of 35% in accordance with article 6.03.04.01. The parties further recognize that it is not feasible to reach the above mentioned 35% ratio at the onset of operating the CSC in YQM without jeopardizing the Corporation's legitimate operational and service requirements.

#### **LINGUISTIC REQUIREMENT**

8. Each Grouping requires a minimum of eighty (80) percent (%) of incumbents to be bilingual (French & English) in accordance with the Corporation policies and testing protocols (minimum of level 3 written and spoken) unless specifically otherwise provided in this Memorandum.

#### **INITIAL COMPLEMENT ASSIGNMENT**

9. The initial staffing complement mentioned in paragraph 3 above will be filled through the standard transfer process including the retirement phase-in process in accordance

with the collective agreement. The Corporation will allow, on a one-time basis, the following exception to its bilingual requirements solely to fill the initial staffing complement:

- The initial three (3) F/T CSA positions may be filled by unilingual candidates. Any transfers or bids outside of the position will result in the 80% threshold being required.
- Current F/T CSA employed in Fredericton will be deemed eligible to transfer to the initial three (3) F/T CSA positions subject to the other provisions of the collective agreement.

10. Other than the one-time exception mentioned in paragraph 8, any position filled at the CSC in YQM will be staffed to meet and maintain its minimum 80% bilingual level. For further clarity, the bilingual requirements will apply to any PT position filled, including through the retirement phase-in process.

### **RESIDENCY AND SHIFT BIDDING**

11. Employees bidding entering the CSC in YQM must remain in this location for a minimum of twenty-four (24) months from the date of entry (first day worked at the CSC in YQM).

12. At the midpoint (12 months) of the 24-month period all groupings assigned CSC in YQM will participate in an internal shift bidding exercise. At the discretion of the Corporation, shift bidding may be increased up to four (4) bids per year.

NOTE: shift bidding preferences will be considered in order of Union seniority.

### **VACATION**

13. As referenced above, the CSC in YQM will carry its own vacation liability and relief. Each grouping will bid their vacation separately amongst themselves. Vacation entitlement and preferences for vacation will be based on Company Service date.

## **SHIFT TRADES**

14. Shift trades may only occur between employees assigned to the CSC in YQM. Due to technological changes in the CSC, employees who bid out of the CSC or transfer out will lose their Customer Service Centre qualifications.

## **VACANCIES**

15. Any position(s) vacant for more than sixty (60) days in the CSC in YQM will be “mini bid” within the CSC and/or grouping as required. For example, if the vacancy exists in the CSC, it will be “mini bid” and only employees working in the CSC will be eligible to bid on the position as per the collective agreement (article 10.01.03.02 c).
16. If the position is not filled through the internal “mini bid” process or a vacancy exists in the relief pool through normal movement, the open position maybe filled through a promotional bulletin and the LOU29 process upon operational requirement for the work location that the vacancy exists. The bilingual requirement remains intact during this process with the 80% threshold being required.

## **TRANSFERS**

17. An employee must be active for least twelve (12) consecutive months to be eligible to transfer into the CSC in YQM.
18. Employees bidding into the CSC in YQM are eligible for the LOU 5 transfer that takes place on a yearly basis between Airports and Cargo once they have completed a minimum of twenty-four (24) months of continuous service.
19. Employees in the CSC may place their names on the LOU 5 transfer list to action their desired preference. The number of CSA's allowed to bid out of the Customer Service Centre at the 24-month point will be reduced by the number of CSA's accepting LOU 5 transfer during the term.
20. For transfers outside the point because of a vacancy, the 24-month commitment does not apply.

## **OVERTIME**

21. All overtime worked in the CSC in YQM will be as per article 10.02 of the current collective agreement. All groupings in the CSC will be considered qualified for all overtime assignments if they have the necessary training to perform the function.

## **PREMIUMS**

22. Employees working the CSC in YQM will receive the following premiums:

- Full-time Customer Service Agents and Lead Customer Service Agent (FT CSA / LCSA): \$0.50 hourly premium.
- Part-time Customer Service Agents (CSAs): C\$2.50 hourly premium.

23. Further to the recognition in paragraph 6 of the impossibility of meeting the Part-Time cap at the opening of the CSC in YQM, the Corporation will prioritize full-time hiring in the CSC in YQM, as needed to eventually meet and maintain part-time cap requirements.

24. The Corporation will not decrease its existing staffing levels in Toronto (YYZ) and Montreal (YUL) Customer Service Centres because of operating the CSC in YQM.

## **DURATION, REVIEW AND TERMINATION OF AGREEMENT**

25. The present Memorandum will remain in effect for a minimum of twenty-four (24) months from the date of its signature.

26. No later than of twenty-four (24) months from the date of the Memorandum signature and on a bi-annual basis afterwards, the parties will meet to review hiring, future outlooks, and the Corporation's progress toward meeting the Part-Time cap requirements.

27. Following the above-mentioned bi-annual meeting, either party may provide the other party, in writing, with sixty (60) day notice to terminate the Memorandum.

28. Should either Party terminates the Memorandum, upon expiry of the 60-day notice, The Corporation shall remain free to allocate all RIVO related work (including work performed by the CSC in YQM as it sees fit to parties beyond the scope of the IAMAW collective agreement. Impacted employees at the CSC in YQM will be afforded the seniority rights permitted under the collective agreement.
29. In the event of a disagreement pertaining to the implementation process, the matter will be discussed at third level between the parties (Headquarter level) and if necessary, may be referred to grievance arbitration by either party.

DATED this \_\_\_\_ day of May 2022 at Montreal, Quebec.

AIR CANADA



FOR TRANSPORTATION DISTRICT 140



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Andrea Zaffaroni      Ed Hepburn  
Senior Labour Relations Manager

General Chairperson –

Atlantic Region