



AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

National Office: 7853 E. Arapahoe Court, Suite 1100 • Centennial, CO 80112
Tel: 303.752.AMFA (2632) • Fax: 303.362.7736

November 13, 2023

VIA ELECTRONIC MAIL virginia.swindall@westjet.com

Virginia Swindall
Senior Manager – Labour Relations
WestJet

Re: Elimination of Aircraft Maintenance Lead (AML) Position

Dear Virginia:

This letter will serve to respond to your two emails of November 10, 2023, transmitted to us at 11:55 a.m. and 8:26 p.m., respectively. The first, titled “Leads and OMs,” requested AMFA’s assistance to “navigate our way through the Lead/OM issue.” The second, titled “Response Required – Active Issue at YYZ” sought AMFA’s immediate “intervention in de-escalating” a “serious and emerging concern at YYZ [Toronto]” reported to you by Darren Cook. Both of these issues have a common background, i.e., WestJet’s unilateral actions shifting bargaining unit work into management positions and extinguishing the career paths of Aircraft Maintenance Engineers (AMEs) that previously existed.

Background

The background concerns WestJet actions in derogation of the bargaining unit as defined by the Canada Industrial Relations Board (CIRB) and in violation of the *Canada Labour Code*. Because the issue has been addressed in previous correspondence to you from both AMFA officers and legal counsel, I will address it in summary fashion herein.

WestJet has initiated federal court litigation challenging the scope of our bargaining unit as defined by the CIRB; however, that challenge focuses on discreet “behind the wall” positions. WestJet never challenged the inclusion of the job classifications of Aircraft Maintenance Lead (AML) and Inspector Crew Lead (ICL) within a bargaining unit centered on aircraft maintenance professionals. To the contrary, WestJet supported their inclusion.

AMLs and ICLs performed safety sensitive work that includes the coordination of aircraft repair, troubleshooting airworthiness issues, and acting as a liaison between management and AMEs directly performing the maintenance work.

After the CIRB’s certification of the bargaining unit, WestJet unilaterally implemented an Operations Manager (OM) position whose functions mirror those in WestJet’s AML job description. WestJet then solicited existing AMLs, ICLs and ACAs to fill the OM positions without backfilling the vacated AML/ICL/ACA positions.

At the bargaining table, AMFA representatives advised you that WestJet’s actions had created an operational crisis characterized by “disarray” within the maintenance department adversely affecting

aircraft repair. We also advised that WestJet's actions had sown dissension within the department with AMEs perceiving former AMLs, who have accepted OM positions, as scabs who have betrayed the bargaining unit and cut off their brother AMEs from economic opportunities. WestJet negotiators acknowledged the gravity of the situation and pledged to present a proposal for the purpose of averting CIRB charges and litigation.

On November 8, 2023, WestJet submitted a contract proposal that abandoned any pretense as to its objective. WestJet proposed the complete elimination of both the AML and ICL job classifications and the creation of a new Operational Lead (OL) position that WestJet described as exercising ICL-plus functions. In short, WestJet proposed that AMFA agree to the shifting of AML work outside the bargaining unit to the OM position.

"Fuck the OMs"

You advised that Darren Cook reported to you that a Toronto AME was "passionately advising our employees to 'Fuck the OMs', etc." You ascribe the AME's actions to an AMFA communication released on November 10.

In our own investigation, we have determined that any comment made by the AME was uttered, while alone, as a spontaneous, emotional response to unlawful WestJet actions and the OMs' complicity therewith. An OM, overhearing this utterance, challenged the AME. The AME explained himself, the OM appeared to accept the explanation, and the exchange ended in a friendly fist bump. In short, Mr. Cook's account appears to be not only erroneous, but defamatory.

The account also illustrates the deleterious decline of WestJet maintenance operations. Safe maintenance practices depend on open communication between co-workers sharing a common objective. Apparently, that has been replaced by mutual antagonism and an ugly informant culture. Two men resolved an issue on the work floor and yet WestJet appears to be intent on manufacturing a basis for disciplining an AME.

"Fuck the OMs" – It is a sentiment widely shared among WestJet employees based on their feeling that the former AMLs have betrayed their co-workers. To our regret, it is a feeling based on a solid factual foundation. In any event, such feelings do not provide a basis for disciplinary action.

Your email used the expression "'Fuck the OMs', etc." Where WestJet accuses an AME of misconduct, use of the term "etc." is inappropriate. If there is additional relevant information, it should be shared from the outset.

Pursuant to the *Canada Labour Code*, AMFA demands that WestJet provide the following information: (1) the identity of the witnesses that Mr. Cook relied upon for his report, (2) any statements from direct witnesses that WestJet has obtained, (3) any other communications upon which your email was based, (4) the identity of those employees that Mr. Cook suggests the AME was "advising."

Lead/OM Issue

You have asked our assistance in reaching a negotiated settlement that would avoid the necessity of what would be a third round of litigation in the AMFA-WestJet relationship. We share that overall objective.

As you know, we credited you with an earnest effort to avoid the need for litigation by your elaboration of a proposal that identified union work with some degree of clarity and then protected that work from further management encroachment except under certain limited exceptions. The problem is that your proposal seeks to ratify WestJet's unlawful conduct of eliminating the AML position and shifting AML job duties outside of the CIRB-certified unit.

You suggested at one point that the successful negotiation of a good compromise deal is frequently confirmed by the fact that no one is happy. That concept may have some application with respect to wage rates but not when the issue is one of work jurisdiction. As we stated at the table, it would be akin to asking an occupied country to accept a compromise peace deal ceding 20% of its territory.

In order to avoid litigation, we are working on a counter proposal. We will not seek to control WestJet's creation of new management positions. We are willing to waive claims for monetary damages arising from WestJet's unilateral actions. However, we will seek to protect the work that the CIRB has recognized as belonging to our members.

We will endeavor to provide you with that proposal by November 16, 2023, and hope WestJet will consider it with an open mind.

Sincerely,

Wilber "Will" Abbott