CONSENT AWARD

IN THE MATTER OF AN EXPEDITED ARBITRATION

BETWEEN:

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

("**Union**" or "**IAMAW**")

-and-

AIR CANADA

("**Company**")

Grievance 202302104015

ARBITRATOR:	Christine Schmidt
COUNSEL:	Me Alexandra Meunier for the Company Me Denis Monette Me Hajer Labidi for the Union
HEARING:	November 12, 2025
DATE OF AWARD:	November 28, 2025

1. This matter pertains to policy grievance 202302104015 filed by the Union on February 10, 2023, alleging as follows:

> *This grievance is national in scope and intended to cover all members represented by the IAMAW: The Union is grieving the Company for the blatant violation of the Canada Labour Code (Specifically Part III- DIVISION XIII Medical Leave- 239- Certificate-2) by continuing to demand medical certificates from employees who have not yet met the threshold required for the Company to request such certificates. The Company is showing disregard for the rights of employees by continuing to request medical certificates from staff who have not used five (5) or more consecutive days of medical leave. The Canada Labour Code explicitly states the requirements that need to be met, prior to an employer having the authority to request a medical certificate: "An employer may require that the employee provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their medical leave with pay. The employer may only require this when the employee has used 5 or more consecutive days of medical leave with pay". The Union believes that Air Canada should prioritize, with the utmost importance, upholding their employees' rights and has a duty to ensure an ill employee feels comfortable and encouraged to remain home when sick. This is especially true after what we learned from COVID-19.*
>
> *And any other pertinent articles of the collective agreement*

2. In preparation for the hearing and in response to a production order from the Company, the Union raised the following situations as falling within the scope of grievance 202302104015:

- Any requests for medical notes concerning YYZ that violates the *Code* by asking a medical certificate for less than 5 consecutive days of absences, including for example BTW employees absent on February 3, 4, and 5, 2023, sick part shifts letters and requests for medical notes concerning employees on IAP.

3. The Company objected to including cases related to employees on IAP, asserting that these matters are already addressed under grievance 202311101096. The Company

further indicated that grievance 202311101096 should proceed to a full arbitration hearing.

4. In its arbitration brief, the Company recognized that it had mistakenly and prematurely requested medical notes from YYZ BTW employees on February 3, 4 and 5, 2023. However, the Company denied any further violation of the *Canada Labour Code* or the collective agreement. Further, the Company alleged that a letter asking for medical substantiation because of an excessive use of sick-part shift is a component of the broader Innocent Absenteeism Process ("IAP") which is covered by a different grievance (202311101096).

5. In its arbitration brief, the Union argued that Air Canada Sick Leave Policy violates Subsection 239(2) of the *Code* and is therefore void and unenforceable, and that this illegal policy had multiple applications, and gave as examples the letter asking for medical substantiation because of an excessive use of sick-part shift and the blanket request made to YYZ BTW. The Union further argued that the blanket requests made by Air Canada regarding the BTW employees are an unreasonable exercise of management rights.

DECISION

6. After careful review of the Parties' positions regarding the BTW employee's absence on February 3, 4, and 5, 2023, I declare that the Employer asked for a medical note, in a blanket fashion, to the following YYZ BTW employees:

1. Narendra Nankissoor
2. Muhammad Iqbal
3. Simon Auge Nehrasius
4. Karandeep Kaur
5. Saman Rehan
6. Albin Abraham
7. Tao Wei

7. Thus, I order the Employer to pay a net amount of one hundred and fifty dollars ($150.00) to each of the affected employees mentioned above.

8. The Parties have agreed that grievance 202302104015 is partially resolved.

9. The Parties agreed that this consent award only relates to the compensation of the seven (7) employees mentioned above that were asked to provide a medical note in the context of a blanket request. However, the interpretation and application of the subsection 239(2) of the *Code* still needs to be addressed by an arbitrator, including the Union claims about the multiples violation of subsection 239(2) of the *Code* and the Sick Leave Policy been void and unenforceable.

10. Further, on a go forward basis, the Parties have agreed to arbitrate all grievances related to alleged violations of section 239 of the *Canada Labour Code* together, in one full arbitration hearing, including both grievances 202302104015 and 202311101096. Further, during the arbitration hearing, the following subjects were invoked as related to grievance 202302104015:

1. Pattern Absenteeism
2. IAP Program
3. Holiday Medical Note Warning
4. Sick Part Shift Note Requests
5. Rolling Calendar for Sick Days

11. This is not an exhaustive list. To this end, the Union shall provide the Company with a list of all grievances related to alleged violations of section 239 of the *Canada Labour Code* within sixty (60) days of this consent award. Save for exceptional circumstances or unforeseen new factual situations that did not exist within the sixty (60) day period, once the deadline expires, the Union shall not add any further issues or grievances to this full arbitration. Arbitrator Christine Schmidt will be seized should the Parties disagree on whether a new grievance can be added after the time period determined above.

12. Within fifteen (15) days of receiving the list of grievances, the Parties shall agree upon and appoint an arbitrator to hear the grievances.

13. I remain seized with the requisite jurisdiction to determine any issues arising from the interpretation or implementation of this Award.

It is so ordered.

Dated at Toronto, Ontario this 28th day of November 2025.

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Christine Schmidt