

COVID-19 Infection Risks Don't Justify Unilateral Staffing Cuts



To minimize risk of COVID-19 infection, a ferry operator reduced the number of crew personnel below the minimum staffing levels required by the collective agreement. The operator claimed that the crew reduction was a necessary health and safety measure, but the federal arbitrator upheld the union's grievance. While well-intentioned, the operator's actions violated its obligations under the collective agreement. At a minimum, the operator should have consulted the union first, the arbitrator concluded [*Canadian Seafarers' International Union v Marine and Air Transport Cooperative Navigation Division Madeleine (Vacationer and Traveller)*, 2021 CanLII 105781 (CA SA), October 22, 2021].