



Transport
Canada

Transports
Canada

SOURCE	TRANS. CAN.		
	89	02	17
TERM.	90	12	31
No. OF EMPLOYEES	1900		
	D.P.		

*effectives
01-01-89*



Collective agreement between the
Treasury Board and the Canadian
Air Traffic Control Association

January 1, 1989 - December 31, 1990

Code: 402/89

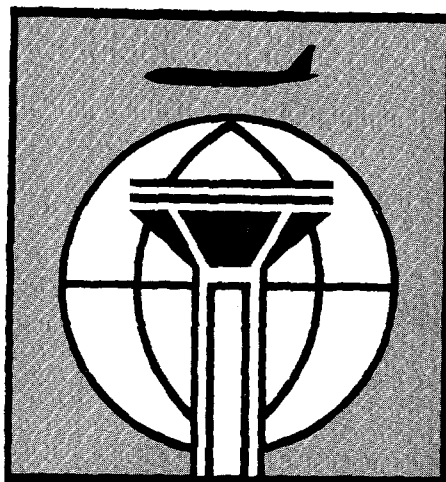
MAY 26 1989

Canada
0288303



**Transport
Canada**

**Transports
Canada**



**Collective agreement between the
Treasury Board and the Canadian
Air Traffic Control Association**

January 1, 1989 ~ December 31, 1990

Code: 402/89

Canada

©Minister of Supply and Services Canada 1989

Available in Canada through

Associated Bookstores
and other booksellers

or by mail from

Canadian Government Publishing Centre
Supply and Services Canada
Ottawa, Canada K1A 0S9

Catalogue No. BT42-402/1990
ISBN 0-660-54837-2

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
**	Definitions	1
1	Purpose	2
2	Recognition and Relationship	3
3	Management	5
4	Check-off	5
5	Grievance Procedure	7
**6	Operating Irregularities	12
7	Discipline	16
**a	Training	17
**9	Sick Leave	20
**10	Other Leave With or Without Pay	22
11	Leave of Absence on Association Business	27
12	Call-in	30
**13	Hours of Work	30
**14	Pay	37
15	Overtime	41
**16	Holidays	43
17	Vacations	46
18	Severance Pay	51

(ii)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
19	Use of Employer Facilities	52
20	Licensing	53
21	Association-Management Consultation	54
22	Technological Change	56
23	Working Conditions and Safety ...	56
24	Present Conditions and Benefits ..	57
25	Printing of Agreement	57
26	State Security	57
**27	Shift Premium	57
28	Travel	58
29	National Joint Council Agreements	60
30	Precedence	61
**31	Operational Facility Premium	61
**32	Application, Duration, Modification	62
**	Appendix "A" • Rates of Pay, Operating Employees	64
**	Appendix "A" - Rates of Pay, Non-operating Employees	67
**	Appendix "8" • Annual Operational Facility Premium	8-1

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
**	Appendix "C" - Flight/Visit Training Program Destination	C-1
**	Letters of Understanding 1-89 to 13-89	
**	Asterisks denote changes from previous Agreement	

DEFINITIONS

Unless specified elsewhere in this Agreement, the following definitions will apply throughout this Agreement:

- (1) For the purpose of this Agreement the following shall be considered as operating employees:
- ** (a) Air Traffic Controllers in Area Control Centres, Terminal Control Units, Control Towers, and in the Altitude Reservation Unit;
 - ** (b) all team and shift supervisors in Area Control Centres, Terminal Control Units, Control Towers, and in the Altitude Reservation Unit;
 - (c) all Air Traffic Controllers-in-Training (AI-00) in Area Control Centres, Terminal Control Units or Control Towers;
 - (d) Data Systems Co-ordinators;
 - (e) Unit Operations Specialists in Control Towers.

All employees other than those listed above shall be considered non-operating employees.

- (2) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176.
- (3) "Straight-time rate" means in the case of a non-operating employee his or her weekly rate of pay divided by thirty-seven and one-half (37 1/2) and in the case of an operating employee his or her weekly rate of pay divided by thirty-four (34).

- (4) "Designated holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this agreement. Any shift in which the majority of time is worked in this period shall be deemed in its entirety to fall within this period. Any shift in which the majority of time is worked outside of this period shall be deemed in its entirety to fall outside of this period.
- (5) "Employer", means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board.
- (6) "An operating irregularity" is a situation which occurs when air traffic control service is being provided and when a preliminary investigation indicates that safety may have been jeopardized, less than minimum separation may have existed, or both.
- (7) "Shift cycle" means the recurring sequence of an employee's days of work and days of rest.
- (8) "Shift schedule" means the Employer's advance posting of shifts to be worked by employees within their shift cycle.
- (9) "Normal pay" means compensation for the performance of duties of a position exclusive of allowances, special remuneration, overtime, other compensation, and other gratuities.

ARTICLE 1

PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between the Employer, the Association and the employees and to

set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the Air Traffic Control Service and to promote the well-being of its employees so as to provide safe and efficient services to the public.

ARTICLE 2

RECOGNITION AND RELATIONSHIP

2.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit as defined in the certificate issued by the Public Service Staff Relations Board on the 28th day of November, 1967, to the Canadian Air Traffic Control Association.

2.02 The Employer agrees to provide to all members of the bargaining unit and, on enrollment, to all employees entering the bargaining unit a copy of this Collective Agreement. The Employer further agrees to provide the Association quarterly with the names of new employees, their geographic location and classifications. In addition, a list of changes in employees' status will be forwarded each month to the National Office of the Association.

2.03 The Employer agrees to recognize and deal with a Collective Bargaining Committee of not more than four (4) employees (or their alternates) for the purpose of:

- (a) negotiating collective agreements between the Employer and the Association,

and

63d

- (b) dealing with matters concerning the administration of this Agreement ~~except~~ grievances under Article 5 and ~~matters coming~~ within the scope of Article 21.

2.04 For meetings with the Employer under 2.03 (a) members of the Collective Bargaining Committee will be granted leave without pay and for meetings with the Employer ~~under 2.03 (b)~~ members of the Collective Bargaining Committee shall be protected against any loss of normal pay by reason of attendance at such meetings. At meetings with the Employer under 2.03 the Collective Bargaining Committee may be assisted by representatives other than employees.

2.05 The Association shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment and the names, if any, of those representatives who are being replaced or discontinued.

2.06 The Employer acknowledges the right of the Association to appoint employees as Stewards. The total number of Stewards appointed shall not exceed 125. The Association and Employer jointly shall determine the jurisdiction of each Steward having regard to the plan of organization, the disbursement of employees at the work place, and the administrative structure implied in the grievance procedure.

2.07 The Association recognizes that employees who are representatives of the Association have regular duties to perform in connection with their work for the Employer.

A Steward shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate complaints or grievances of an urgent nature, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. Such permission shall not be unreasonably withheld. The Steward shall report back to his or her supervisor before resuming his or her normal duties.

ARTICLE 3MANAGEMENT

3.01 The Association recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage and operate the Air Traffic Control Service in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning the Air Traffic Control Service, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge,

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

ARTICLE 4CHECK-OFF

4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct Association membership dues from the monthly pay and/or training allowance provided for under the terms of the Retraining and Reassignment Program for
/ Air Traffic Controllers, of all employees in the bargaining unit.

4.02 The provisions of 4.01 will be applied effective the first of the month following the signing of this Agreement and the deductions from the pay and/or the training allowance for each employee in respect of each month will start with the first full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deduction the Employer shall not be obliged to make such deduction from subsequent salary.

4.03 The amounts deducted in accordance with 4.01 shall be remitted by cheque to the National Secretary-Treasurer of the Association within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the amount of the deduction made on behalf of each employee.

4.04 The Employer shall provide a voluntary revocable check-off of premiums payable on health and sickness, and life insurance plans provided by the Association for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Association dues in a single monthly deduction.

4.05 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

4.06 If a general revision in the amount of membership dues is to be made during the term of the Agreement, the Association agrees to notify the Employer in writing at least sixty (60) days prior to the effective date of such revision.

4.07 No employee organization, as defined in Section 2 of the Public Service Staff Relations Act, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

ARTICLE 5GRIEVANCE PROCEDURE

5.01 Employee complaints or grievances will be dealt with in accordance with the procedure set forth in this Article.

5.02 Definitions

- (a) Days - All "days" referred to in this procedure are calendar days exclusive of Saturdays, Sundays and designated holidays.
- (b) Immediate Supervisor - The "immediate supervisor" is the supervisor who has been specified by the Department to deal with a complaint from employees in his or her work area, and to receive written grievances and process them to the appropriate step in the procedure.
- (c) Management Representative - The "management representative" is the officer identified by the Employer as an authorized representative whose decision constitutes a step in the grievance procedure.

5.03 Right to Present Grievances

Subject to and as provided in Section 90 of the Public Service Staff Relations Act an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those which are dealt within the classification grievance process is entitled to present a grievance in accordance with the procedure provided by this Article except that:

- (a) where there is another administrative procedure provided in or under any Act of Parliament to deal with an employee's specific complaint such procedures must be followed,

and

- (b) where the grievance relates to the interpretation **or** application of this Collective Agreement or an arbitral award relating thereto the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Association.

A grievance must be presented not later than twenty-five (25) days from the day on which the employee was notified or informed of the decision or circumstance that is the subject of his or her grievance.

5.04 Representation

An employee may be assisted and/or represented by an authorized representative of the Association when presenting a grievance at any step. Such representative may meet with the Employer to discuss a grievance at each or any step of the grievance procedure.

5.05 Procedure

Complaints – An employee who has a complaint should attempt to resolve the same through discussion with his or her immediate supervisor.

5.06 Step One

An employee may present his or her grievance in writing to his or her immediate supervisor within the twenty-five (25) day period referred to in 5.03 above. The immediate supervisor shall sign the form indicating the time and date received. A receipted copy will be returned to the employee and a copy forwarded to the management representative authorized to make a decision at Step One. The management representative shall give the decision as quickly as possible and not later than fifteen (15) days after the day on which the grievance was presented. The decision will be in writing and a copy will be returned, through the immediate supervisor, to the employee.

5.07 Step Two

If a decision in Step One is not acceptable to the employee, he or she may, not later than ten (10) days after receipt of the decision in Step One, or if no decision was received, not later than fifteen (15) days after the last day on which he or she was entitled to receive a decision, present the written grievance to his or her immediate supervisor who will sign it indicating the time and date received. A receipted copy will be returned to the employee and a copy forwarded to the management representative authorized to make a decision at Step Two. The management representative shall give the decision as quickly as possible and not later than fifteen (15) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee.

5.08 Step Three

If a decision in Step Two is not acceptable to the employee, he or she may, not later than ten (10) days after receipt of the decision in Step Two, or if no decision was received, not later than fifteen (15) days after the last day on which he or she was entitled to receive a decision, present the written grievance to his or her immediate supervisor who will sign it indicating the time and the date received. A receipted copy will be returned to the employee and a copy forwarded to the Deputy Minister or delegated representative authorized to make a decision at Step Three. The Deputy Minister or delegated representative shall give the decision as quickly as possible and not later than twenty (20) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee. The decision of the Deputy Minister or delegated representative at the final step of the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

5.09 Copy to Association

Where a grievance relates to the interpretation or application in respect of an employee of a provision of this Collective Agreement or an arbitral award relating thereto, or where the employee has indicated that he or she is being represented by the Association, a copy of the reply at each step of this procedure shall be forwarded to the authorized representative of the Association.

5.10 Discharge Grievance

A grievance resulting from the discharge of an employee shall begin at the final step of the grievance procedure. The written decision of the Deputy Minister or delegated representative shall be given as quickly as possible and not later than thirty (30) days after the grievance is presented.

5.11 Time Off to Present Grievance

An employee may be granted time off during working hours to discuss a complaint or grievance provided prior permission of his or her immediate supervisor is obtained.

5.12 An employee who is a representative of the Association may, with the permission of his or her immediate supervisor, be granted time off during working hours to assist an employee in the presentation of a grievance. Where such assistance is given during working hours in the representative's area of jurisdiction he or she may be granted time off with pay, and where such assistance is given at locations other than in the representative's area of jurisdiction, leave without pay.

5.13 Employees, and employees who are representatives of the Association, will not be entitled to be paid when a discussion or meeting on a complaint or grievance takes place outside their normal working hours.

5.14 Permission to Enter Premises or Offices

A representative of the Association other than an employee will be permitted access to the Employer's premises to assist in the settlement of a grievance, provided the Association has formally identified the representative in writing to the Employer and the prior approval of the Employer has been obtained.

5.15 Adjudication of Grievances

Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or an arbitral award relating thereto,

or

- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, the employee may refer the grievance to adjudication.

5.16 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Collective Agreement or an arbitral award relating thereto, the employee is not entitled to refer the grievance to adjudication unless the Association signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication;

and

- (b) its willingness to represent the employee in the adjudication proceedings.

5.17 Extension of Normal Time Limit

The time limits stipulated in this procedure may be extended by mutual agreement between the Management representative and the employee, and the Association representative where the Association is representing the employee.

5.18 Abandonment

An employee may, by written notice to his or her immediate supervisor or local officer-in-charge, abandon a grievance at any time during the grievance process. If the grievance in question has been processed with the support of the Association, the Employer will notify the Association, that the employee has abandoned the grievance. The abandonment of a grievance shall not prejudice the position of the Association in dealing with grievances of a similar nature.

5.19 Where an employee fails to present a grievance to the next higher step within the prescribed time limits the employee shall be deemed to have abandoned the grievance.

5.20 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the NJC parties have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC By-Laws.

ARTICLE 6OPERATING IRREGULARITIES

6.01 At any administrative inquiry, hearing or investigation into an operating irregularity, where the actions of an Air Traffic Controller may have had a bearing on the events or circumstances leading thereto, and the Controller is required to appear at

the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she may be accompanied by an employee representative of his or her choice.

6.02 The Controller and his or her representative may require the Department's representative in charge to state the circumstances leading to the inquiry, hearing or investigation before the Controller is required to answer any questions put to him or her.

6.03 The Controller and his or her representative may make representations and direct questions concerning the irregularity or events and circumstances leading thereto, to the Department's representative in charge.

6.04 The Department shall notify the Controller and where applicable his or her representative, of the completion of the report of an investigation pursuant to clause 6.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Controller, and where applicable his or her representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.

Subsequent opportunities to read the same report and findings will be provided to the Controller, and where applicable his or her representative, upon written request.

6.05

- (a) A Controller, his or her representative or employees called by the inquiry as witnesses will suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation.
- (b) A Controller or employees called by the inquiry as witnesses outside of their scheduled hours of work shall be compensated at the appropriate overtime rate.

**

6.06 With respect to the conditions laid down in ATSAMM (Air Traffic Services Administration and Management Manual) (or its replacement relating to the play-back of recorded information), it is incumbent upon the Employer to treat video and audio recordings, computer readouts of ATC operations, and transcripts of audio recordings as restricted information not (normally) available to the public. However, in cases where Department of Transport legal counsel has determined that there will be no departmental involvement in any subsequent civil litigation the Employer may permit lawyers to make their own transcript under supervision.

**

6.07 Unless the Aviation Group redefines authorities and procedures for incident investigation, it is agreed that an operating controller will be named as a member of any fact finding board investigating an operating irregularity in which Air Traffic Services has an apparent involvement.

6.08 A controller required to appear before any inquiry, hearing or investigation shall, in the company of his or her representative if he or she so desires, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of ATC operations where available. In addition, the controller shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the controller being required to answer questions put to him or her by the Department's representative.

6.09 The parties agree that audio or visual tape recordings and transcripts of ATS communications are intended to provide a record of such communications for use in the monitoring of ATS operations and the investigation of operating irregularities, infractions, incidents or accidents. The parties further agree that audio or visual tape recordings and transcripts of ATS communications are not normally intended to provide direct evidence before third

parties in disciplinary cases, or incompetency cases under Section 31 of the Public Service Employment Act. It is further agreed that if they are to be used in such cases, a review of the recording or transcripts will be made by a senior official of the Employer and the Association, and following such review, there must be mutual consent of these officials to introduce such recordings or transcripts as direct evidence.

6.10 Where an operating irregularity occurs that could be the subject of a Fact-Finding Board investigation, and where the circumstances that gave rise to the operating irregularity are not as a result of willful misconduct or gross negligence on the part of an air traffic controller, and where as a result of that operating irregularity the employee's air traffic control licence is suspended, excluding suspensions of the licence validation certificate, by a regulatory agency of the Employer, then the employee will suffer no loss of his or her normal pay during such period of licence suspension while performing other assigned duties.

6.11 Legal Representation

The Employer shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, or who is a party to civil legal action, arising out of the performance of the employee's duties as an air traffic controller.

In the circumstances outlined above:

- (a) if the employee so desires, the employee may select legal counsel of his or her choice, and the legal fees for such representation shall be borne by the employee;
- (b) where a conflict of interest exists, the employee may select legal counsel of his or her choice and the Employer shall pay the

legal fees for such representation, in accordance with the schedule of fees established for agents of the Department of Justice.

A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

ARTICLE 7

DISCIPLINE

7.01 An employee shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by the Employer within a reasonable period of that action having been taken.

7.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

7.03 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. The employee shall be notified orally when such notice has been destroyed.

7.04 Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee or sent by registered mail to the employee's last known address within forty-eight (48) hours of its placement on the employee's personnel file.

ARTICLE 8

TRAINING

8.01 The Employer shall determine training requirements and the means and methods by which training shall be given and shall provide operating employees with adequate training and instruction on equipment and procedures prior to their introduction and refresher training where appropriate.

8.02 Definitions

Familiarization Flights

A flight during which an employee may be permitted to visit the cockpit of the aircraft during a flight.

Unit Visit

An on-site tour of an air traffic control facility during which the employee has the opportunity to observe all aspects of the operation.

Flight/Visit Period

The period commencing January 1, 1985, and each new period commencing at three-year intervals from that date.

Adjacent U.S.A. Unit

New York
Boston
Chicago
Cleveland
Minneapolis
Seattle
Oakland

**

Long Range Flight Units

Tokyo (Pacific Region only)
London
Paris
Frankfurt
Amsterdam

Domestic Flight

A flight to a unit located in Canada or the U.S.A.

Long Range Flight

A flight to a unit located outside North America and contained in the definition of Long Range Flight Units.

Adjacent Unit

A unit in another Flight Information Region (FIR) which has a common boundary with the Flight Information Region (FIR) in which the employee's unit is located. The unit visited shall be the appropriate type of unit in the Flight Information Region (FIR) selected, located the shortest airline distance from the employee's unit.

8.03

- (a) The Employer shall provide familiarization flights to all employees having three (3) or more years' service as a licenced air traffic controller who are listed in Appendix C to this agreement, except those employees who are being compensated under the provisions of Letter of Understanding 3-89, or who are undergoing training as part of the Retraining and Reassignment Program.

- (b) Eligible employees will be entitled to one (1) return flight involving not more than three (3) days' absence from their normal place of duty during each Flight/Visit Period. Controllers from the Gander Area Control Centre shall be entitled to four (4) days' absence if visiting both London and Prestwick in accordance with (c) below. Employees will be considered as being on duty for each of the days scheduled as part of the flight/visit, but these days are not required to be consecutive.
- (c) Where the employee is entitled to a Long Range Flight one may be selected every six years (two (2) Flight/Visit periods) and will normally be alternated with a Domestic Flight. Controllers from the Gander Area Control Centre will be allowed to continue the practice of visiting London and/or Prestwick control facilities as part of such a Long Range Flight.
- (d) The destination chosen by the employee in accordance with this article shall normally be approved, except where the Employer for operational reasons determines that a different destination is appropriate. Employees shall not normally be authorized to visit the same city on successive flight/visits.
- (e) The scheduling of requested familiarization flights and the determination of the flight(s) upon which the employee will travel are the responsibility of the Employer. Canadian Flag Carriers will normally be used.

8.04

- (a) Travel costs associated with days the employee is on duty during a flight/visit will be paid for a maximum of two (2) nights and three (3) days in accordance with the Treasury Board Travel Directive. Controllers from the

Gander Area Control Centre visiting London and Prestwick will be allowed expenses for three (3) nights and four (4) days.

- (b) The most economical airfare will be selected. Seat sales or other discount flights may be selected at the discretion of the Employer.
- (c) The provisions of clause 15.01 do not apply to on-duty days described in clause 8.03(b).

256
/

8.05 If the Employer requires an employee to become proficient in the use of a second language, language training will be paid for by the Employer, and the employee shall not suffer loss of normal pay during such training.

ARTICLE 9

SICK LEAVE

73
1597

9.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which that employee receives pay for at least ten (10) days.

9.02 An employee is eligible for sick leave with pay when the employee is unable to perform his or her duties because of illness or injury provided that:

- (a) the employee has the necessary sick leave credits,

and

- (b) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

9.03 Unless otherwise informed by the Employer before or during the period of illness or injury that a certificate from a qualified medical practitioner,

licensed chiropractor, dentist, dental surgeon or orthodontist, will be required, a statement signed by the employee stating that because of this illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 9.02 (b):

- (a) if the period of leave requested does not exceed five (5) days,
- and
- (b) if in the current fiscal year, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by the employee.

9.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

9.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 9.02, sick leave with pay may, at the discretion of the Employer, be granted for a period of up to one hundred and twelve decimal five (112.5) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**

9.06 The amount of sick leave with pay already credited to an employee by the Employer at the time this agreement is signed shall be retained by the employee.

9.07 The Employer agrees that an employee released from employment under Section 31 of the Public Service Employment Act for incapacity by reason of ill health may exhaust his or her accumulated sick leave credits prior to his or her release.

ARTICLE 10OTHER LEAVE WITH OR WITHOUT PAY

10.01 In respect of any requests for leave under this Article, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Employer and confirmed in writing.

Bereavement Leave With Pay

**

10.02 For the purpose of this clause, immediate family is defined as father, mother, (or alternatively, stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), ward of the employee, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

- 632
1
- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.

- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**

- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 10.02(a) and (c).

10.03 Maternity Leave Without Pay

- (A) (i) Subject to the medical licencing requirements for air traffic controllers, an employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
- (a) use earned vacation leave, lieu days and compensatory leave credits up to and beyond the date that her pregnancy terminates,

580
026



- (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article.
 - (iv) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to her pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
 - (v) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- BA
2
- (B) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance benefits pursuant to section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) An applicant under clause 10.03 (B)(i) shall sign an agreement with the Employer, providing:
 - (a) that she will return to work and work for a period of at least

six (6) months less any period in respect of which she is granted leave with pay.

- (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of clause 10.03(B)(i)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

(C) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Unemployment Insurance maternity benefits, an allowance of ninety-three per cent (93%) of her weekly rate of pay for this two(2)-week waiting period less any other monies earned during this period,

and

- (ii) up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during the period which may result in a decrease

60
21400

in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

- (iii) for a full-time employee, the weekly rate of pay referred to in clause 10.03(C)(i) and (ii) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment, on the day immediately preceding the commencement of the maternity leave;
 - (iv) where an employee becomes eligible for an annual increment or an economic adjustment during the benefit period, payments under clause 10.03(C)(i) or (ii) shall be adjusted accordingly.
- (0) In the event that an employee is assessed medically unfit due to pregnancy, prior to the termination of her pregnancy, the Employer will give every reasonable consideration to assigning non-operational duties to that employee for which she is qualified.

638
1
10.04 At its discretion, the Employer may grant to an employee one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

10.05 Marriage Leave

631
1
After the completion of one (1) year's continuous employment in the Public Service, an employee who gives the Employer at least twenty (20) days' notice, shall be granted marriage leave with pay but not more than two (2) days, for the purpose of getting married.

10.06 Leave for Other Reasons

At the discretion of the Employer, leave with pay may **be** granted when circumstances not directly attributable to the employee, including illness in the immediate family, as defined in clause 10.02, prevent the employee's reporting for duty. Such leave shall not **be** unreasonably withheld.

10.07 Educational and Other Leave Without Pay

At its discretion, the Employer may grant leave without pay for any purpose, including upgrading of formal educational qualifications, enrollment in the Canadian Armed Forces and election to a full-time municipal office.

10.08 An employee invited to give courses or lectures on matters related to his or her field of employment or to take part in seminars and conventions pertaining to Air Traffic Control and related to his or her employment may, at the discretion of the Employer, be given leave of absence with pay for such attendance.

10.09 It is agreed that, operational requirements permitting, employees in the Air Traffic Control Group who are selected for employment by ICAO, CUSO, or under Canada's External Aid Programme, will be granted leave of absence without pay on presentation of a letter indicating their acceptance by such an organization.

ARTICLE 11LEAVE OF ABSENCE ON ASSOCIATION BUSINESS

11.01 Where operational requirements permit, the Employer will grant leave of absence without pay to an employee who has been elected to a full-time office of the Association. The duration of such leave of absence without pay shall **be** for the period the employee is elected to hold office.

11.02 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees at any one time to attend Association Executive Council meetings, congresses and **conventions**. Leave without pay for this purpose shall be requested in writing to the Employer as far in advance as possible of the date the leave is to commence, but normally not less than fifteen (15) calendar days in advance. Approval of such requests shall not unreasonably be withheld.

63K
3

**11.03 PUBLIC SERVICE STAFF RELATIONS BOARD HEARINGS
PURSUANT TO SECTION 20 OF THE PUBLIC SERVICE
STAFF RELATIONS ACT**

- (a) Where operational requirements permit, the Employer will grant to an employee who makes a complaint leave with pay if the Public Service Staff Relations Board decides in favour of the employee and leave without pay in all other cases.
- (b) Where operational requirements permit, the Employer will grant leave without pay to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making a complaint.
- (c) The Employer will grant leave with pay to an employee called as a witness by the Public Service Staff Relations Board.
- (d) Where operational requirements permit, the Employer will grant leave without pay to an employee called as a witness by an employee or the Association.

**11.04 ARBITRATION BOARD AND CONCILIATION BOARD
HEARINGS**

- (a) Where operational requirements permit, the Employer will grant leave without pay to an employee representing the Association before an Arbitration Board or Conciliation Board.

- (b) The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board, and where operational requirements permit, leave without pay to an employee called as a witness by the Association.

11.05 ADJUDICATION

- (a) Employee Who is a Party

Where operational requirements permit, the Employer will grant leave with pay to an employee who is a party.

- (b) Employee Who Acts as Representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

- (c) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

11.06 Where operational requirements permit, the Employer shall grant leave of absence without pay to officers of the Association to attend to Association business. Employees with similar qualifications may cover shifts for such officers on Association business, provided this arrangement does not infringe on the provisions of this Agreement on the number of consecutive hours or days worked or require the payment of overtime.

11.07 Operational requirements permitting, two (2) employee members of the Association's National Executive or their appointed alternates, formally invited by Federal Government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave of absence with pay including reasonable travel time required for attendance at such meetings. Should an employee attend such a

meeting on the employee's regularly scheduled day of rest, the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of his or her normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and his or her supervisor. Should such time off not be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

ARTICLE 12

CALL-IN

12.01 When an employee is called in to work overtime that is not contiguous to the employee's scheduled shift, the employee is entitled to the greater of:

(a) compensation at the applicable overtime rate,

or

48
16
1

(b) compensation equivalent to four (4) hours' pay at his or her straight-time hourly rate.

ARTICLE 13

HOURS OF WORK

13.01 Operating Employees

**

(a) Thirty-four (34) hours, inclusive of a mandatory fifteen(15)-minute period in which the employee shall prepare himself or herself to assume his or her duties prior to the commencement of each shift, shall constitute the workweek for operating employees; except that when hours of work are scheduled on a

34
34(0)

rotating or irregular basis, employees will work thirty-four (34) hours per week averaged over a period of time not to exceed one-hundred and nineteen (119) days.

- (b) Where operational requirements permit, the Employer will provide operating employees with meal and relief breaks.
- (c) An employee's days of rest shall be consecutive and not less than two (2).

36
9/9/99

13.02 Unit Shift Cycle - Operating Employees

- (a) At those air traffic control facilities or portions thereof where through local consultation between management and the Association, a mutually agreed upon shift cycle is now in effect:
 - (i) such cycle will remain in effect for the term of this Agreement unless through local consultation between management and the Association, a different shift cycle is agreed to,
 - or
 - (ii) a party who desires a shift cycle change shall notify the other in writing and shall include the reasons for the change. The parties shall consult on any request. A party shall not withhold its consent unreasonably. A party who refuses to consent shall deliver in a timely fashion its reasons in writing for withholding its consent.
- (b) If new air traffic control facilities or portions thereof (except those whose advertised hours of operation are less than fifteen (15) hours per day), come into operation during the life of this Agreement,

the shift cycle within which these hours are worked shall be five (5) days on, four (4) days off, five (5) days on, and three (3) days off, unless either party desires a different shift cycle in which case they shall notify the other in writing and shall include the reasons for the different shift cycle. The parties shall consult on any request. A party shall not withhold its consent unreasonably. A party who refuses to consent shall deliver in a timely fashion its reasons in writing for withholding its consent.

- (c) At air traffic control facilities or portions thereof employing ten (10) or more operating employees at the same AI level, ten percent (10%) or two (2) operating employees, whichever is greater, at that AI level may be required to work a shift cycle consisting of seven (7) consecutive periods of four (4) days on and three (3) days off followed by one (1) period of five (5) days on and two (2) days off provided that two (2) of the days off in each period shall be Saturday and Sunday, except that during the period of five (5) days on and two (2) days off, the days off may be Saturday, Sunday or Monday.

Where such a cycle is instituted the Employer shall endeavour to staff this cycle with volunteers. Where sufficient staff do not volunteer for such a cycle, local representatives of the Association shall be given the opportunity to consult with representatives of the Employer on the method of selecting staff to be assigned to such a cycle.

13.03 Changes in Shift Cycle - Operating Employees

- (a) On a temporary basis an employee and unit management may mutually agree in writing to amend the shift cycle applicable to the

employee. Such agreement may be terminated in writing by either the employee or unit management with at least thirty (30) calendar days' notice.

- (b) The Employer may amend the shift cycle applicable to an employee for the purpose of providing training to employees, provided that,
- (i) such amendments shall not be made without at least fifteen (15) calendar days' notice to the employee affected and,
 - (ii) in any fiscal year not more than five (5) of each employee's days of rest may be converted to working days, and,
 - ** (iii) each day of rest converted to a working day in accordance with paragraph (ii) above shall be rescheduled as a day of rest to be contiguous to a period of days of rest. This reimbursement must be completed within sixty (60) days of the date the converted day of rest would have occurred had the shift cycle not been amended, and,
 - (iv) the employee shall be compensated for converted days of rest not scheduled in accordance with this Article or not rescheduled in accordance with paragraph (iii) at the applicable overtime rate.
- (c) Where an employee is required to attend a training program at the Transport Canada Training Institute for a period of less than thirty (30) consecutive calendar days, the Employer may amend the shift cycle applicable to the employee for the duration of the training period. No overtime shall be

payable for such a change in shift cycle, except that overtime compensation at the applicable rate shall be payable for all hours worked in excess of those stipulated under clause 13.01 as a result of the change. The days of rest converted to working days under this clause shall be in addition to the five (5) days specified in clause 13.03(b)(ii).

**

(d) The Employer may amend an employee's position in the applicable unit shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the change is provided to the employee at least fifteen (15) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation at the applicable rate shall be payable for all hours worked in excess of those stipulated under clause 13.01 as a result of the change. The reference to thirty (30) consecutive days as well as the reference to fifteen (15) days notice shall not be applicable when the employee is required to undergo remedial training specifically recommended by a Fact Finding Board or an Administrative Inquiry.

**

13.04 Shift schedules shall be posted at least fifteen (15) calendar days in advance in order to provide an employee with reasonable notice as to the shift he or she will be covering. The shift as indicated in this schedule shall be the employee's scheduled hours of work. If it is necessary to amend the posted schedule, the Employer will make every reasonable effort to contact the employee affected by the amendment to advise him or her of the change at the earliest possible opportunity. If the employee has serious objections to the amendment, the Employer shall make every reasonable effort to accommodate the

employee provided that it will not result in any additional overtime payments than would have otherwise been the case if the employee had not been so accommodated.

An employee who is required to change his or her scheduled shift without receiving at least seven (7) day's notice shall be compensated at the rate of time and one-half (1 1/2) for all hours worked on the first shift on the revised schedule which are outside of the employee's original scheduled hours of work. Subsequent shifts worked on the revised schedule shall be paid for at the straight-time rate.

13.05 Equally qualified employees may exchange shifts provided:

- (a) the provisions of clause 13.06 (a) or clause 15.04 are not violated,
- (b) the employees shall make every reasonable effort to provide a minimum of twenty-four **(24)** hours' advance notice of the change,
- (c) the shift change receives the approval of the Employer, which shall not be unreasonably withheld,
- (d) it will not require the payment of overtime,
- (e) once such an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved revision.

13.06 Every reasonable effort shall be made by the Employer:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,
- (b) not to schedule shifts of less than seven (7) hours' duration,

(c) to advise employees affected by changes in their shift schedule as soon as practicable.

13.07 The Employer shall not schedule split shifts.

13.08 Change in Employee Status

It is understood that certain employees, because of the nature of their duties, may be required to change from an operating employee to a non-operating employee for varying periods of time. No change in such an employee's status will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be given at the earliest possible date but in any case no less than fifteen (15) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which he or she had not received fifteen (15) calendar days' notice. Such notice shall not be required nor is the premium payable when the employee concerned is promoted, is acting in a higher level position or the change is in response to the employee's request.

This clause does not apply to an Air Traffic Controller-in-Training prior to the completion of his or her ab-initio training at TCII.

13.09 Non-Operating Employees

(a) ^{37 1/2} Thirty-seven and one-half (37 1/2) hours exclusive of lunch periods shall constitute the normal workweek for non-operating employees.

(b) Consistent with the operating requirements of the service, management may authorize each non-operating employee to vary the normal schedule of daily and weekly hours to be

worked over each four (4)-week period provided that in doing so the employee works an average of thirty-seven and one-half (37 1/2) hours per week over each four (4)-week period and provided that the maximum number of straight-time hours scheduled on any given workday will not exceed eight (8) hours and twenty (20) minutes.

- (c) In applying paragraph (b) above, the employee and the employee's supervisor will make every reasonable effort to reach agreement on the appropriate number of days and hours of work and rest.

13.10 Non-operating employees will submit weekly attendance registration only to report leave or overtime.

13.11 Instructor Teaching Hours

Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, laboratory, or simulator environment) to students in excess of an average of twenty-five (25) hours per week over a fiscal year. Such hours are part of the hours of work set out in clause 13.09.

ARTICLE 14

PAY

14.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

14.02 An employee is entitled to be paid for services rendered at:

(a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment,

or

(b) the pay specified in Appendix "A" for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

14.03

- (a) When an employee is required by the Employer to perform the duties of a higher classification level for a period of at least four (4) consecutive working days, the employee shall be paid the pay of the higher level, calculated from the date on which the employee commenced to perform the duties of the higher level.
- (b) An employee required by the Employer to assume the responsibility for air traffic control duties requiring the possession of a valid air traffic controller licence, or letter of authority, and which duties are the responsibility of a position classified at a higher level, shall be compensated as established in (a) above.
- (c) An employee who is required to perform the duties of a higher classification level will not be arbitrarily assigned and reassigned between his or her regular position and the acting position solely for the purpose of avoiding entitlement to acting pay in the higher level position.

14.04 The additional compensation for employees required to perform duties or assume responsibilities in accordance with clause 14.03 shall be calculated as follows:

(a) Hours of Work of the Acting Position-the same as those of the Substantive Position

1
2
3

Determine the difference in the hourly rate between the employees' acting and substantive positions.

(b) Hours of Work of the Acting Position Different than those of the Substantive Position

Establish the difference in annual rates between the employees' substantive and acting position. Divide this difference by the standard number of hours per year in the acting position.

Multiply the result of (a) or (b) by the number of hours in each calendar month that the employee performed the duties of the higher position. The Employer will endeavour to make cash payment of compensation for acting duties in the month following the month in which the acting duties were performed.

14.05 Where an employee, through no fault of his or her own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by the Employer with the appropriate pay office to limit recovery action to not more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.

14.06 The Employer will notify the Association in writing thirty (30) days in advance of the creation of any new jobs within the bargaining unit or the establishment of a new classification plan for jobs within the bargaining unit.

14.07 The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after March 21, 1979, shall be the first Monday following the pay increment period listed below **as** calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods for employees appointed prior to March 21, 1979, will continue to be one year, and the pay increment date will continue to apply on a quarterly basis.

PAY INCREMENT PERIODS

<u>Level</u>	<u>Full-Time Employees</u>
AI-00	26 weeks
AI-1 to 7 (inclusive)	52 weeks

14.08 On-the-Job Training Bonus

When an operating controller in a control tower, terminal control unit or area control centre who is qualified to provide on-the-job training, is required to provide training to another controller or controller-in-training who is actively controlling air traffic, and the trainee is operating on the authority of the air traffic control license of the trainer, the trainer shall be entitled to receive two dollars and fifty cents (\$2.50) effective January 1, 1989 for each hour **so** engaged. The duration for such on-the-job training will be in accordance with unit standards for such training.

Effective January 1, 1990 two dollars and fifty cents (\$2.50) will be increased to two dollars and seventy-five (\$2.75) cents.

ARTICLE 15OVERTIME

15.01 Time worked by an employee in excess or outside of his or her scheduled hours of work shall be considered as overtime.

15.02

- (a) An employee shall be paid for overtime worked by him or her at one and one-half (1 1/2) times his or her straight-time hourly rate except that:
- (i) if the overtime is worked by the employee on two (2) consecutive and contiguous days of rest, the employee shall be paid at two (2) times his or her straight-time hourly rate for each hour worked on the second day of rest;
- and
- (ii) if the overtime is worked by the employee on three (3) or more consecutive and contiguous days of rest, the employee shall be paid at two and one-half (2 1/2) times his or her straight-time hourly rate for each hour worked on the third and subsequent days of rest.

Second or third and subsequent days of rest means the second or third and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

41

An employee at his or her request, shall be granted time off in lieu of overtime at the appropriate overtime rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of overtime, the employee must indicate this to his or her supervisor prior to the end of the month in which the overtime occurred.

Where an employee has not utilized accumulated time off in lieu of overtime by the end of the fiscal year, the unused portion will be paid off at the appropriate overtime rate.

- (b) Except as provided in clause 15.02 (a) the Employer will endeavour to make cash payment for overtime in the month following the month in which the overtime was worked.
- (c) Where an employee works in excess of the regularly scheduled hours of work on a day that is a holiday, or on the employee's first working day to which the holiday has been moved, the employee shall be paid at two (2) times his or her straight-time hourly rate for all hours worked in excess of his or her regularly scheduled hours.

37e
4

15.03 The Employer will endeavour to keep overtime work to a minimum and shall assign overtime equitably among employees who are qualified to perform the work that is required at the location concerned.

15.04 Except in an emergency, no operating employee shall work more than twelve (12) consecutive hours or more than nine (9) consecutive days.

ARTICLE 16HOLIDAYS

16.01 Subject to 16.02 the following days shall be designated holidays for employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where no such day is so recognized, the first Monday in August;
- (l) Any other day that is proclaimed by law as a national holiday.

16.02 When a day designated as a holiday under 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.

16.03 When a non-operating employee works on a holiday the employee shall be paid, in addition to the pay he or she would have received had he or she not worked on the holiday, one and one-half (1 1/2) times his or her straight-time hourly rate for all hours worked by him or her on the holiday.

An employee at his or her request, shall be granted time off in lieu of cash payment at that rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of cash payment he or she must indicate this to his or her supervisor prior to the end of the month in which he or she worked on the holiday.

Where an employee has not utilized this accumulated time off by the end of the fiscal year, the unused portion will be paid off at the appropriate rate.

16.04 Where an operating employee works on a holiday the employee shall:

(a) be paid at one and one-half (1 1/2) times his or her straight-time hourly rate for all hours worked by the employee on the holiday,

and

**

(b) be scheduled a day of leave with pay at a later date in lieu of the holiday.

16.05 For operating employees,

(a) The designated holidays in a fiscal year shall be anticipated to the end of the year and lieu day credits established on the basis of seven decimal five (7.5) hours for each designated holiday.

- (b) For the purpose of paragraph (a) above only, in those years wherein Good Friday and/or Easter Monday fall in the month of March they shall be deemed to fall in the month of April, except in any case where the application of this paragraph would cause an employee to lose credit for the holiday(s).
- (c) Lieu days may be scheduled as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on a hour-for-hour basis.
- (d) Consistent with operational requirements of the service and subject to adequate notice, the Employer shall make every reasonable effort to schedule lieu days at times desired by the employee.
- (e) Where in any fiscal year an employee has not been granted all of the lieu days credited to him or her, the employee may elect to carry forward into the next fiscal year the unused portion of his or her lieu days.
- (f) Lieu days earned in the fiscal year will be utilized before lieu days carried forward from the previous fiscal year.
- (g) At the employee's option, any lieu days which cannot be liquidated by the end of the fiscal year in which they are earned will be paid off at the employee's straight-time rate of pay in effect at that time.
- (h) In cases where lieu days from the previous fiscal year have not been fully utilized by the end of the current fiscal year, any outstanding carry-over lieu day credits will be paid off at the employee's straight-time rate of pay in effect at that time. This provision does not apply to lieu days accumulated prior to June 1, 1982.

- (i) Any leave granted under the provisions of this clause in advance of holidays occurring after the date of an employee's separation or commencement of retiring leave or after he or she becomes subject to clause 13.09 shall be subject to recovery of pay.

16.06

- (a) An employee who is absent without pay on both the working day immediately preceding and the working day following the holiday shall not be paid for the holiday.
- (b) An employee who is absent without permission and who is not on sick or special leave on a designated holiday, or the day to which the holiday is moved by reason of clause 16.02 on which he or she is scheduled to work, shall not be entitled to be paid for the holiday.

ARTICLE 17

VACATIONS

17.01 An employee who has earned at least ten (10) days' pay for each calendar month of a fiscal year shall earn vacation leave at the following rates:

- (a) one hundred and twelve decimal five (112.5) hours per fiscal year if the employee has completed less than nine (9) years of continuous employment;
- (b) one hundred and fifty (150) hours per fiscal year if the employee has completed nine (9) years of continuous employment;
- (c) one hundred and eighty-seven decimal five (187.5) hours per fiscal year if the employee has completed twenty (20) years of continuous employment, except that an employee who has received or is entitled to receive furlough

03/01
 0/1
 1.
 31/1

leave shall accumulate one hundred and fifty (150) hours only per fiscal year between the completion of the employee's twentieth (20th) and twenty-fifth (25th) years of continuous employment.

17.02 An employee who has not received at least ten (10) days' pay for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rate referred to in 17.01 for each calendar month for which he or she receives at least ten (10) days' pay.

17.03 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.

17.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation leave during the fiscal year it is earned. Where in any fiscal year the Employer has not scheduled all of the vacation leave credited to an employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

17.05 Employees shall take vacation leave on the basis of the schedule being worked.

17.06

- (a) The vacation year extends from April 1 to March 31 and vacation may be scheduled by the Employer at any time during this period.
- (b) Local representatives of the Association shall be given the opportunity to consult with representatives of the Employer on vacation schedules. Consistent with efficient operating requirements the Employer shall make every reasonable effort to schedule vacations in a manner acceptable to employees.

- (c) It is agreed by the parties, in accordance with the intent of Article 17 that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned. However, an employee may elect, for vacation periods scheduled to be taken after October 1, to carry forward into the next vacation year unused vacation up to a maximum of ten (10) working days subject to the following conditions:
- (i) that any vacation period carried forward from the previous vacation year and utilized by any employee does not disrupt vacation schedules in the current vacation year nor prevent another employee from taking his or her regularly scheduled vacation for that year;
 - (ii) that the days which are carried over from the previous vacation year are taken at a time which is acceptable to both the Employer and the employee;
 - (iii) that an employee's vacation earned in the vacation year will be utilized before days carried forward from the previous vacation year;
 - (iv) that in cases where vacation credits from the previous vacation year have not been fully utilized by the end of the next vacation year any outstanding carry-over vacation credits will be paid off at the employee's straight-time rate of pay in effect at that time. This provision does not apply to vacation leave accumulated prior to April 1, 1976.

*S/S
e/11*

17.07 Where a day that is a designated holiday for an employee falls within a period of vacation leave with pay, the holiday shall not count as vacation leave unless the employee has already taken his or her full entitlement to lieu days.

17.08 Where, in respect of any period of vacation leave, an employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

17.09 Where an employee dies or otherwise terminates his or her employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

17.10 Subject to 17.11, where an employee dies or voluntarily terminates his or her employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave and furlough leave by the straight-time rate of pay applicable to the employee immediately prior to the termination of the employee's employment.

17.11 An employee whose employment is terminated by reason of a declaration that the employee abandoned his or her position is not entitled to receive the payment referred to in 17.10, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

17.12 Recall from Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he or she incurs:

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,

after submitting such accounts as are normally required by the Employer.

17.13 The employee **shall** not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 17.12 to be reimbursed for reasonable expenses incurred by him or her.

17.14

(a) The Employer agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks' notice is received from the employee in advance of the day payment is required.

(b) Provided an employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure and shall consist of an estimated two (2), three (3), four **(4)** or five (5) weeks' net entitlement subsequent to the last regular pay issue.

Any overpayment in respect **of** such advance shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

ARTICLE 18

SEVERANCE PAY

18.01 Under the following circumstances and subject to clause 18.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) Lay-Off

30
1
31
2
33
32

(i) On the first lay-off after March 21, 1979, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

(ii) On second or subsequent lay-off after March 21, 1979, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay, less any period in respect of which he or she was granted severance pay under 18.01 (a)(i) above.

(b) Retirement

4/11

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

(c) Death

31

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay, regardless of any other benefit payable.

(d) Resignation31c
/

On resignation, an employee who has completed ten (10) or more years of continuous employment and who is not qualified under paragraph (b) above, one-half (1/2) week's pay for each complete year of continuous employment with a maximum benefit of thirteen (13) weeks' pay.

(e) Release for Incapacity:31d
/

An employee released from employment under Section 31 of the Public Service Employment Act for incapacity shall on termination of his or her employment be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

18.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 18.01 be pyramided.

18.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his or her certificate of appointment on the date of the termination of his or her employment.

ARTICLE 19**USE OF EMPLOYER FACILITIES**

19.01 The Employer may permit the Association to use the Employer's premises outside the working hours of the employees for conducting meetings of their members, which are not related to membership

recruitment, where refusal to grant permission would make it difficult for the Association to convene a meeting. The Association shall insure the orderly and proper conduct of its members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.

19.02 Reasonable space on bulletin boards will be made available to the Association for the posting of official Association notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Association representatives and social and recreational affairs. Notices or other material pertaining to political matters or membership recruiting, or material which may be interpreted to reflect discredit upon the integrity or motives of the Employer, representatives of management, other employee organizations, or individuals shall not be posted.

ARTICLE 20

LICENSING

20.01

- (a) The Employer shall reimburse an employee for his or her payment of fees incurred in obtaining an annual medical examination, including but not limited to electrocardiograms, specialists' results and X-Rays, provided the employee requires a Licence Validation Certificate for the performance of his or her duties.

The Employer will provide an advance approximately equivalent to the amount anticipated to be required to cover the costs of the medical examinations when requested by the employee. An employee who receives an advance will be required to submit the

appropriate documentation indicating the payment of the fees incurred within ten (10) days of the examination.

- (b) Operational requirements permitting, an employee will be protected against any loss of normal pay in order to undergo such examinations including reasonable expenses for necessary travel outside of the employee's headquarters area, as normally defined by the Employer.

20.02 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of a Controller who loses his or her licence for medical reasons.

20.03 If a Controller who has lost his or her licence for medical reasons is offered alternate employment in the Public Service at another geographic location, the Employer shall bear the cost of removal expenses in accordance with then current Employer Regulations.

ARTICLE 21

ASSOCIATION-MANAGEMENT CONSULTATION

21.01 The Employer and the Association recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Association relations.

21.02 The Employer will recognize Association Committees for the purpose of consulting with management as follows:

- (a) An Association National Committee consisting of not more than five (5) employee representatives of the Association;

- (b) Association Regional Committees consisting of not more than three (3) employee representatives, for each Air Administration Region and the Ottawa headquarters of the Air Traffic Services Branch of the Department of Transport except that in the Atlantic Region the Association Regional Committee shall consist of not more than six (6) employee representatives;
- (c) By agreement of the parties and where circumstances warrant, Association Local Unit Committees, consisting of not more than three (3) employee representatives, may be established for the purpose of consultation with local management.

21.03 It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Association representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

21.04 Meetings with Association Regional Committees and with the Association National Committee shall take place at least every six (6) calendar months. By agreement of the parties the frequency of meetings may be increased. The frequency of meeting with Association Local Unit Committees shall be determined by mutual agreement.

21.05 All meetings shall be held on the Employer's premises at a time and for a duration determined by mutual agreement.

21.06 Full-time employees forming the continuing membership of Association Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable. Notwithstanding 21.05, such meetings shall not be held on such employees' days of rest.

21.07 A designated representative of Association Committees and management shall exchange written agenda for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than fifteen (15) calendar days in advance.

21.08 The Employer agrees that an employee will not be proposed as a managerial or confidential exclusion solely because the employee may be involved in consultation with a bargaining agent certified under the Public Service Staff Relations Act.

ARTICLE 22

TECHNOLOGICAL CHANGE

22.01 At least ninety (90) days before the introduction of any major technological change which will result in a reduction of staff, the Employer shall notify the Association of the proposed change.

ARTICLE 23

WORKING CONDITIONS AND SAFETY

23.01 The Employer will continue to make provision for the safe and healthful working conditions of employees and in so far as is feasible, having regard to building and space limitations, will provide proper accommodation for employees to have their meals and keep their clothes. The Association agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

ARTICLE 24

PRESENT CONDITIONS AND BENEFITS

24.01 Wherever possible, the Employer shall consult with representatives of the Association, at the appropriate level, about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 25

PRINTING OF AGREEMENT

25.01 The Employer shall arrange for the printing of this Collective Agreement and amendments to this Collective Agreement.

ARTICLE 26

STATE SECURITY

26.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 27

SHIFT PREMIUM

**

27.01 Operating employees and Instructors will receive a shift premium of five dollars and fifty cents (\$5.50) for each shift worked between the hours of 1600 and 0800.

44 & 45
200550

27.02 An employee who works four (4) or more hours during the period specified above shall be paid the shift premium.

ARTICLE 28

TRAVEL

28.01 Where an employee is required by the Employer to travel to or from the employee's headquarters area as normally defined by the Employer, the employee's method of travel shall be determined by the Employer. However, **if** an employee wishes to use a different method, the employee's wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

28.02 When required to travel, the employee will be compensated in the following manner:

- (a) On a normal working day on which he or she travels but does not work, the employee shall receive his or her normal pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her normal pay for the day for a combined period of travel and work but not exceeding his or her normal hours of work,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of the employee's normal hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.

- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of ten (10) hours' pay at the applicable overtime rate.
- 28.03 ~~When~~ an employee is required by the Employer to travel to or from the employee's headquarters area as normally defined by the Employer, the employee may in accordance with paragraph 28.01 above:
- (a) Elect to travel via scheduled air carrier at the most economical air fare or its equivalent; or
- (b) Elect to use privately-owned transportation and be reimbursed at the rate shown in paragraph .4.5.3 of the Treasury Board Travel Directive; or
- (c) ~~Be~~ requested by the Employer, or elect to use privately-owned transportation and ~~be~~ reimbursed at the rate shown in paragraph .4.5.2 of the Treasury Board Travel Directive.
- (d) ~~When~~ the employee elects under paragraphs (b) or (c) above to use privately-owned transportation, the employee shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.
- (e) Employees travelling to or from Ottawa or the Transport Canada Training Institute for temporary assignments in excess of five (5) days, whose headquarters area is in Newfoundland or the Pacific or Western Region, who elect to use privately-owned transportation under paragraphs (b) or (c) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. ~~An~~ employee travelling to or from Ottawa or the Transport Canada Training

Institute for temporary assignments in excess of five (5) days, whose headquarters is in the Pacific Region will be allowed a day with pay in addition to the day noted immediately above.

- (f) An employee who elects to use privately-owned transportation under paragraph (c) above shall be reimbursed at the rate shown in paragraph .4.5.2 of the Treasury Board Travel Directive, or an amount equal to the most economical air fare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses.

28.04 When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the Department of Supply and Services Hotel Directory. He or she will choose accommodation which his or her supervisor agrees is convenient for the purposes of the travel and which does not require unnecessary related transportation costs. Where the work site is an airport, transportation costs between the airport and the hotel which do not exceed the official airport limousine fares shall not be deemed to be unnecessary related transportation costs.

28.05 Except as may be modified in this agreement, employees will be reimbursed for all travel expenses in accordance with the current Treasury Board Travel Directive.

ARTICLE 29

NATIONAL JOINT COUNCIL AGREEMENTS

29.01 Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the Public Service Staff Relations Act

(PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

29.02 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

ARTICLE 30

PRECEDENCE

30.01 Where there is a conflict between this Collective Agreement and any Regulation or Directive, except as provided under Section 56 (2) of the Public Service Staff Relations Act, this Agreement shall take precedence over said Regulation or Directive.

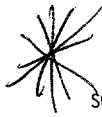
ARTICLE 31

OPERATIONAL FACILITY PREMIUM

**

31.01 In addition to all other entitlements the employee may be eligible to receive, each operating employee employed in an Area Control Centre, the Altitude Reservation Unit, a Control Tower, or a Terminal Control Unit, shall be paid a premium for each calendar month in which the employee has earned at least ten (10) days' pay while subject to this clause, based on the formula

Annual Operational Facility Premium as specified in Appendix B to this agreement for the facility in which the employee is employed, divided by twelve (12).



Such premium shall not constitute a part of rates of pay for the purposes of this agreement and the Public Service Superannuation Act.

31.02 Operating employees employed in an ATC facility that comes into operation during the life of this agreement shall be paid an annual premium, as above, in the following amount according to the level at which the operational controller is classified:

AI 01	\$ 408
AI 02	\$ 760
AI 03	\$1340
AI 04	\$1840

Such amount will be paid on an interim basis pending the assignment of that facility to Appendix B.

ARTICLE 32

APPLICATION, DURATION, MODIFICATION

32.01 The provisions of this Agreement apply to the Association, employees and the Employer.

**

32.02 Unless otherwise expressly stipulated, this Agreement ~~shall become effective on the date it is signed and, in the event that any law passed by Parliament renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect until December 31, 1990.~~


32.03 This Agreement may be amended by mutual consent.

32.04 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be implemented within ninety (90) days of the signing of this Agreement.

SIGNED AT OTTAWA, this 17th day of the month of
February, 1989


THE TREASURY BOARD
OF
CANADA


THE CANADIAN AIR
TRAFFIC CONTROL
ASSOCIATION

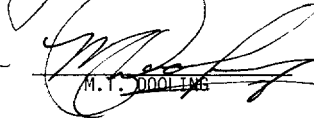

P.W. SUTHERLAND


A.C. FISHER


R. SCHUMACHER



J.C. BUTT


B.J. FISHER



M.T. DOOLING


L.J. DESMARAIS

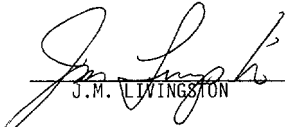

D.S.T. LEWIS


G. LOWE


D. MACDONALD


B. OGILVIE


W. BARRY


J.M. LIVINGSTON

** 1774.0 hrs

APPENDIX "A"

AIR TRAFFIC CONTROL

RATES OF PAY

OPERATING EMPLOYEES

A - Effective January 1, 1989

B - Effective January 1, 1990

LEVEL

AI-00

From:	\$	16922	17285	17645	18008	18369	18731
To:	A	17667	18046	18421	18800	19177	19555
	B	18444	18840	19232	19627	20021	20415

AI-1

From:	\$	26422	28050	29681	31308	32935	34565
		36194	37822	39452	(41081)	(42710)	
To:	A	27585	29284	30987	32686	34384	36086
		37787	39486	41188	42889	44589	
	B	28799	30572	32350	34124	35897	37674
		39450	41223	43000	44776	46551	

AI-2

From:	\$	31851	33480	35108	36736	38366	39995
		41623	43251	44882	(46509)	(48138)	
To:	A	33252	34953	36653	38352	40054	41755
		43454	45154	46857	48555	50256	
	B	34715	36491	38266	40039	41816	43592
		45366	47141	48919	50691	52467	

AI-3

From:	\$	37642	39271	40899	42527	44156	45786
		47415	49043	50671	52301	53927	
To:	A	39298	40999	42699	44398	46099	47801
		49501	51201	52901	54602	56300	
	B	41027	42803	44578	46352	48127	49904
		51679	53454	55229	57004	58777	

AI-4

From:	\$	41623	43251	44882	46509	48138	49767
		51394	53026	54653	56282	57912	
To:	A	43454	45154	46857	48555	50256	51957
		53655	55359	57058	58758	60460	
	B	45366	47141	48919	50691	52467	54243
		56016	57795	59569	61343	63120	

AI-5

From:	\$	43433	45063	46691	48319	49947	51575
		53202	54835	56464	58091	59720	
To:	A	45344	47046	48745	50445	52145	53844
		55543	57248	58948	60647	62348	
	B	47339	49116	50890	52665	54439	56213
		57987	59767	61542	63315	65091	

NOTES:

- (1) Effective January 1, 1989, an employee who has been paid at the ninth (9th) step in the AI-1 scale of rates
- (a) for a period of three hundred and sixty-five (365) days but not exceeding seven hundred and twenty-nine (729) days shall be paid at the tenth (10th) step in the AI-1 scale of rates, or
 - (b) for a period of seven hundred and thirty (730) days or more, shall be paid at the eleventh (11th) step in the AI-1 scale of rates.
- (2) Effective January 1, 1989, an employee who has been paid at the ninth (9th) step in the AI-2 scale of rates
- (a) for a period of three hundred and sixty-five (365) days but not exceeding seven hundred and

twenty-nine (729) days shall be paid at the tenth (10th) step in the AI-2 scale of rates, or

- (b) for a period of seven hundred and thirty (730) days or more, shall be paid at the eleventh (11th) step in the AI-2 scale of rates.
- (3) The period for calculation of the increments referred to in Notes (1) and (2) begins the first day the employee was paid at the ninth (9th) step at the AI-1 or AI-2 level.
- (4) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein and shall be applied in accordance with the Retroactive Remuneration Regulations.
- (5) In accordance with the Retroactive Remuneration Regulations, an employee whose employment is terminated voluntarily or involuntarily other than by reason of retirement or lay-off during the retroactive period and who is re-employed during the retroactive period and is an employee on the date of signing of this collective agreement shall only be entitled to retroactive pay from the date of commencement of the employee's most recent period of employment during the retroactive period.
- (6) Movements between operating and non-operating rates of pay are to be applied in accordance with the provisions of Letter of Understanding No. 12-89.

**

APPENDIX "A"AIR TRAFFIC CONTROLRATES OF PAYNON-OPERATING EMPLOYEES

A - Effective January 1, 1989

B - Effective January 1, 1990

LEVELAI-1

From:	\$	27025	28655	30281	31907	33535	35160
		36788	38414	40044	(41668)	(43298)	
To:	A	28214	29916	31613	33311	35011	36707
		38407	40104	41806	43501	45203	
	B	29455	31232	33004	34777	36551	38322
		40097	41869	43645	45415	47192	

AI-2

From:	\$	33235	34864	36489	38115	39742	41369
		42995	44623	46250	(47878)	(49503)	
To:	A	34697	36398	38095	39792	41491	43189
		44887	46586	48285	49985	51681	
	B	36224	38000	39771	41543	43317	45089
		46862	48636	50410	52184	53955	

AI-3

From:	\$	39843	41467	43088	44711	46333	47956
		49579	51201	52824	54445	56067	
To:	A	42098	43799	45499	47198	48899	50601
		52301	54001	55701	57402	59100	
	B	43950	45726	47501	49275	51051	52827
		54602	56377	58152	59928	61700	

AI-4

From:	\$	44548	46170	47791	49411	51032	52652
		54275	55896	57515	59138	60758	
To:	A	48104	49804	51507	53205	54906	56607
		58305	60009	61708	63408	65110	
	B	50221	51995	53773	55546	57322	59098
		60870	62649	64423	66198	67975	

AI-5

From:	\$	47485	49101	50717	52333	53948	55566
		57180	58799	60414	62031	63646	
To:	A	49994	51696	53395	55095	56795	58494
		60193	61898	63598	65297	66998	
	B	52194	53971	55744	57519	59294	61068
		62841	64622	66396	68170	69946	

AI-6

From:	\$	49741	51357	52974	54588	56205	57823
		59438	61054	62671	64285	65903	
To:	A	52369	54069	55771	57470	59169	60869
		62571	64275	65977	67667	69376	
	B	54673	56448	58225	59999	61772	63547
		65324	67103	68880	70644	72429	

AI-7

From:	\$	52788	54404	56019	57636	59253	60868
		62485	64101	65717	67331	68946	
To:	A	55579	57275	58978	60677	62376	64077
		65781	67482	69183	70874	72581	
	B	58024	59795	61573	63347	65121	66896
		68675	70451	72227	73992	75775	

NOTES:

- (1) Effective January 1, 1989, an employee who has been paid at the ninth (9th) step in The AI-1 scale of rates

- (a) for a period of three hundred and sixty-five (365) days but not exceeding seven hundred and twenty-nine (729) days shall be paid at the tenth (10th) step in the AI-1 scale of rates, or
 - (b) for a period of seven hundred and thirty (730) days or more, shall be paid at the eleventh (11th) step in the AI-1 scale of rates.
- (2) Effective January 1, 1989, an employee who has been paid at the ninth (9th) step in the AI-2 scale of rates
- (a) for a period **of** three hundred and sixty-five (**365**) days but not exceeding seven hundred and twenty-nine (729) days shall be paid at the tenth (10th) step in the AI-2 scale of rates, or
 - (b) for a period of seven hundred and thirty (**730**) days or more, shall be paid at the eleventh (11th) step in the AI-2 scale of rates.
- (3) The period for calculation of the increments referred to in Notes (1) and (2) begins the first day the employee was paid at the ninth (9th) step at the AI-1 or AI-2 level.
- (4) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein and shall be applied in accordance with the Retroactive Remuneration Regulations.
- (5) In accordance with the Retroactive Remuneration Regulations, an employee whose employment is terminated voluntarily or involuntarily other than by reason of retirement or lay-off during the retroactive period and who is re-employed during the

retroactive period and is an employee on the date of signing of this collective agreement shall only be entitled to retroactive pay from the date of commencement of the employee's most recent period of employment during the retroactive period.

- (6) Movements between non-operating and operating rates of pay are to be applied in accordance with the provisions of Letter of Understanding No. 12-89.

**

APPENDIX "B"

ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)

Group	January 1, January 1,			
	1989	1990		
1	\$400	\$418	Grande Prairie Tower (\$556)*	Castlegar Tower
			Lethbridge Tower	Baie Comeau Tower
			Villeneuve Tower (\$695)*	Brandon Tower
			Fredericton Tower (\$556)*	Sydney Tower
			Charlottetown Tower	Kamloops Tower (\$556)*
			Val d'Or Tower	Saint John Tower
			St. Jean Tower (\$556)*	Whitehorse Tower (\$556)*
			St. Catharines Tower (\$556)*	Sept-Iles Tower (\$556)*
			Vancouver Harbour Tower (\$556)*	Ft. McMurray Tower (\$436)*
			Fort St. John Tower (\$556)*	Thompson Tower
			2	\$750
Boundary Bay Tower (\$929)*	Sault St. Marie Tower			
Moncton Tower	Yellowknife Tower			
St. John's Tower	Langley Tower (\$929)*			
Kelowna Tower	Pitt Meadows Tower (\$1193)*			
Oshawa Tower	Springbank Tower (\$1193)*			
Mirabel Tower	St. Andrews Tower (\$929)*			
Gander Tower	Prince George Tower			
Kitchener Tower	St. Honoré Tower			
Penticton Tower				

Group	January 1, January 1,			
	1989	1990		
3	\$1200	\$1253	Quebec City Tower Toronto Island Tower Abbotsford Tower Hamilton Tower Halifax Tower St. Hubert Tower London Tower Saskatoon Tower	Thunder Bay Tower Buttonville Tower North Bay Tower Edmonton Int'l Tower Regina Tower
4	\$1600	\$1670	Victoria Int'l Tower Winnipeg Int'l Tower Edmonton Municipal Tower Québec TCU Thunder Bay TCU	Regina TCU Saskatoon TCU Altitude Reservation Unit Kenora Radar
5	\$2000	\$2088	North Bay TCU Halifax TCU	
6	\$3100	\$3236	Calgary Tower Dorval Tower Ottawa Tower Edmonton ACC Winnipeg ACC	Calgary TCU Ottawa TCU Moncton ACC Gander ACC

Group	January 1, January 1,			
	1989	1990		
7	\$4000	\$4176	Montreal ACC Vancouver Int'l Tower	Vancouver ACC L.B. Pearson Int'l Tower
8	\$5100	\$5324	-----	-----
9	\$6200	\$6473	Toronto ACC	
10	-----	-----	-----	

*Note: If the OFP amount effective January 1, 1989 or January 1, 1990 is less than the amount shown in brackets for a unit identified with an asterisk, then the bracketed amount will apply effective January 1, 1989 and January 1, 1990.

**

APPENDIX "C"

FLIGHT/VISIT TRAINING PROGRAM DESTINATION

<u>Category</u>	<u>Primary Destination</u>	<u>Secondary Destination</u>
1. Controllers, Supervisors, Unit Operations Officers, Unit Training Officers, and Data System Coordinators in IFR Units.	A. Domestic 1. Adjacent ACC/TCU 2. Adjacent USA IFR Unit B. Long Range	1. Ottawa Headquarters 2. Tower in FIR 3. TCU in FIR
2. Controllers, Supervisors, and Unit Operations Specialists in AI-1 and AI-2 level control towers	A. Domestic 1. Parent ACC 2. Tower in Administrative Region 3. Tower in Adjacent Administrative Region	1. Regional Office
3. Controllers, Supervisors and Unit Operations Specialists in AI-3 level control towers	A. Domestic 1. Parent ACC 2. Tower in Administrative Region 3. Equivalent Tower in Adjacent Administrative Region 4. Equivalent Tower in Adjacent USA FIR	1. Regional Office

<u>Category</u>	<u>Primary Destination</u>	<u>Secondary Destination</u>
4. Regional Office Specialists and Regional School staff	A. Domestic <ol style="list-style-type: none"> 1. Unit in Administrative Region 2. Regional Office/School in Adjacent Administrative Region 3. ACC/TCU in Adjacent Administrative Region 4. Adjacent USA Unit B. Long Range (IFR Specialists/IFR Instructors only)	<ol style="list-style-type: none"> 1. Transport Canada Training Institute 2. Ottawa Headquarters
5. Headquarters Specialists and Supervisors	A. Domestic <ol style="list-style-type: none"> 1. Regional Office/School Ontario or Quebec Region 2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg 3. USA Unit Boston, New York, Chicago B. Long Range (Except VFR Specialists)	<ol style="list-style-type: none"> 1. North Bay (NORAD) 2. FAA School, Oklahoma City 3. FAA Technical Centre, Atlantic City 4. FAA Washington

<u>Category</u>	<u>Primary Destination</u>	<u>Secondary Destination</u>
** 6. Altitude Reservation Unit Staff	A. Domestic 1. North Bay (NORAD) 2. ACC's - all Canadian 3. Central Airspace Reservations Facility, Washington	
7. Transport Canada Training Institute Instructors	A. Domestic 1. Unit - Ontario or Quebec Region 2. USA Unit - Boston, New York or Chicago 3. FAA School - Oklahoma City	C 3

LETTER OF UNDERSTANDING NO. 1-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This letter will confirm our understanding
with respect to clause 2.02.

It is agreed, that following signature of the
current collective agreement, Transport Canada will
provide your Association with the following
information on a monthly basis pertaining to all
employees in the AI bargaining unit:

- (a) Employee's name,
- (b) Position number,
- (c) Group and level,
- (d) Location (unit),
- (e) Tenure or status in position,
- (f) Effective date of change,
- (g) Current salary,
- (h) Date of appointment,
- (i) Acting level,
- (j) Position title.

Current salary will not be provided unless the Employer has received authorization from the employee permitting release of this information.

Yours truly,

R. Schumacher

R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by

A.C. Fisher

A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association

LETTER OF UNDERSTANDING No. 2-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic Control
Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:


This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect of an employee's attendance at functions of the personnel selection process of the Public Service.

An employee shall be granted leave of absence with pay, including reasonable travel time, required for his or her attendance at any function of the personnel selection process of the Public Service as provided for in the Public Service Terms and Conditions of Employment Regulations.


Where such attendance, or necessary travel time associated therewith, occurs on the employee's regularly scheduled day of rest the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of the employee's normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and his or her supervisor. Should such time off not

be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

Yours very truly,


R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by


A.C. Fisher,
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

** LETTER OF UNDERSTANDING NO. 3-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic Control
Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:


This is to confirm an understanding reached during the current negotiations in respect of removal from active control duties for medical reasons.

Provided a controller has performed active control duties for a period of five (5) years and is no longer able to perform active control duties due to medical reasons, it was agreed that the individual involved would suffer no loss of his or her normal pay for a minimum of one (1) year. Subject to paragraph 4 this one (1) year period will commence on the date on which the medical endorsement of his or her air traffic controller licence is revoked or sixty (60) days following the first day that the employee ceased to exercise active control duties as a result of being on sick leave, whichever is earlier. This maintenance of salary would be conditional upon the employee first performing other duties related to his or her technical background and/or experience as assigned by the Employer for which the employee is medically qualified. If the employee is unable to perform such duties because of medical reasons or if no alternate duties are available then he or she must utilize all earned leave credits during the maintenance of salary period referred to above.

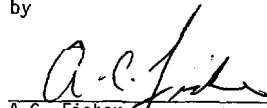
The total maintenance of salary provided under this letter shall not exceed one (1) year during an employee's total period of employment in the Public Service unless, through consultation on individual cases, the parties agree to an extension of salary maintenance.

An employee will not be placed on maintenance of salary if the employee has sufficient sick leave credits to cover the period of his absence and the employee's LVC is not affected.

Yours very truly,


R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by


A.C. Fisher,
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING NO. 4-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic Control
Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3



Dear Mr. Fisher:

This is to confirm an understanding reached during the current negotiations in respect of assignment of controllers' duties.

Functions which are now performed by members of other bargaining groups will not normally be assigned to members of the Air Traffic Control group nor will functions which are presently only performed by members of the Air Traffic Control group be assigned to members of other bargaining groups.

Where because of operational requirements either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposals of either party and may mutually agree to make exceptions to the foregoing.

It is also agreed that this letter will in no way prejudice the positions of either party, or interfere in any way with commitments already made,

in relation to the performance by ATC assistants of estimate copying, flight data posting and mission plotting.

Yours very truly,



R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by



A.C. Fisher,
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING No. 5-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect to probation.

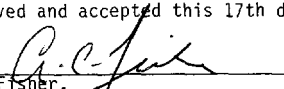
It is agreed that the period of probation for Air Traffic Controllers who must successfully complete classroom and/or on-the-job training prior to their appointment to a position shall terminate on the date of check-out.

This agreement applies to air traffic controllers referred to in Definition 1(a) of the Collective Agreement, and to the duties requiring the possession of a current and valid Air Traffic Controller licence of those persons referred to in Definition 1(b) and (e) of the Collective Agreement.

Yours very truly,

R. Schumacher
R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by


A.C. Fisher,
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING NO. 6-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This letter will confirm an understanding reached during the current negotiations in respect of delays, not attributable to the employee, in the receipt of a controller's Licence Validation Certificate.

It was agreed that under such circumstances, a controller will not suffer any loss of normal pay provided that the controller:

(i) successfully undergoes all the required medical examinations for renewal of his or her Licence Validation Certificate;

and

(ii) produces proof to his or her supervisor prior to the first working day following the expiry date of his or her Licence Validation Certificate that such examinations were successfully undertaken;

and

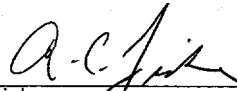
(iii) notifies local management, in writing, between twenty-five (25) **and** fifteen (15) days prior to the expiration of his or her Licence Validation Certificate extension of any delay in the receipt of his or her new Licence Validation Certificate so that corrective action may be taken. In the event that the controller is on approved leave during the period above, he or she will normally provide this notification to local management prior to proceeding on such leave.

Yours sincerely,



R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING NO. 7-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect to specific numbered references to a Directive or Act.

Since these Directives or Acts, which are referred to in this Agreement, may be subject to revision during the term of this Agreement, it was agreed that if such Directives or Acts are revised and those revisions in respect to sections or clauses referred to in this Agreement are limited only to a change in the number of such section or clause, then the parties agree to reopen this Agreement solely for the purposes of making the changes to the numbers in this Agreement.

Yours very truly,



Negotiator,
Treasury Board.

Received and accepted, this 17th day of February 1989,
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING No. 8-89

Mr. A.C. Fisher,
Vice-President,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3


Dear Mr. Fisher:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations.

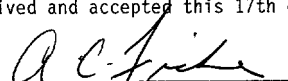
It is agreed that in any aircraft accident investigation conducted by the Employer or its' representatives where there is a possibility that actions of an Air Traffic Controller may have had a bearing on the circumstances, it is desirable that a person from the Air Traffic Services Headquarters, ATS Evaluations Division, be made available to provide technical expertise as required.

Where the Association believes such ATS involvement is desirable on any such investigation, they may so notify the Employer's representative.

Yours truly,


R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February 1989,
by


A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING NO. 9-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect to conflict of interest.

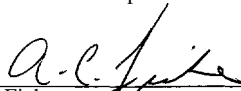
It is agreed that where there is the possibility of a conflict of interest the employee will be afforded the opportunity to have his or her Association representative meet with the Employer to discuss the possible conflict of interest before a decision is given by the Employer on the matter.

Yours truly,



R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February 1989,
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

** LETTER OF UNDERSTANDING No. 10-89

Mr. A.C. Fisher,
Vice-President,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This is to clarify the intent with respect to lieu days accumulated prior to June 1, 1982 as referred to in clause 16.05(h) of the collective agreement expiring December 31, 1990.

At the employee's option, any lieu days accumulated prior to June 1, 1982 will be paid off at the end of a fiscal year at the employee's straight-time rate of pay in effect at that time.

Yours sincerely,



R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February 1989,
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING Mo. 11-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This is to clarify the intent of the overtime provisions of clause 15.02(a) of the collective agreement expiring December 31, 1990 for overtime worked on days of rest.

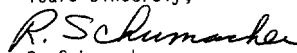
Where an employee's overtime assignment does not commence and end on the same day, such assignment shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day,


or

- (b) on the day it terminates where more than half of the hours worked fall on that day.

Yours sincerely,


R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February 1989,
by


A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

LETTER OF UNDERSTANDING NO. 12-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

1. This letter in respect to the collective agreement expiring December 31, 1990, is to clarify the intent in respect to the application of pay to certain employees changing from operating to non-operating and vice versa. Except as provided in this letter, Article 14 of the collective agreement and the terms and conditions governing the application of pay to employees are not affected by this Letter.
2. Change from Operating to Non-operating Status
Effective January 1, 1989, where an employee changes from Operating to Non-operating status, the employee's new rate of pay is determined as follows:
 - (a) Change to Lower Non-operating Level
 - (i) add the employee's current annual rate of pay from the Appendix "A" scale of rates for Operating employees to the employee's annual Operational Facility Premium from Appendix "B";
 - (ii) identify the level in the Appendix "A" scale of rates for Non-operating employees to which the employee is changing;
 - (iii) select the rate in the Non-operating pay level which is nearest to but not **less** than the

employee's total annual remuneration determined in (i) above, or if there is no such rate, at the maximum rate of pay for the Non-operating level to which the employee is changing.

- (b) Change to Same or to Higher Non-operating Level
- (i) add the employee's current annual rate of pay from the Appendix "A" scale of rates for Operating employees to the employee's annual Operational Facility Premium from Appendix "8";
 - (ii) identify the level in the Appendix "A" scale of rates for Non-operating employees to which the employee is changing;
 - (iii) select the rate in the Non-operating pay level which exceeds the employee's total annual remuneration determined in (i) above, by an amount which is at least equal to the lowest pay increment in the Non-operating level to which the employee is changing, or if there is no such rate, at the maximum rate of pay for the Non-operating level to which the employee is changing.

3. Change from Non-operating to Operating Status

Effective January 1, 1989, where an employee changes from Non-operating to Operating status, the employee's new rate of pay is determined as follows:

- (a) identify the level in the Appendix "A" scale of rates for Operating employees to which the employee is changing;


- (b) subtract from the rate of pay which the employee is currently paid as a Non-operating employee, the amount of the Annual Operational Facility Premium in Appendix "B" which the employee will receive as an Operating employee;
 - (c) select the rate in the Operating pay level which is nearest to but not less than the amount determined in (b) above, or, if there is no such rate, at the maximum rate of pay for the Operating level to which the employee is changing.
4. Where an employee, who has been required to perform temporarily other duties resulting in a change in status at the same classification level, is no longer required to perform such duties on a temporary basis and reverts to his or her original status, he or she shall be paid the rate of pay to which he or she would have been entitled had he or she not been required to temporarily change status and had continued in his or her original status.

Yours sincerely,



R. Schumacher,
Negotiator,
Treasury Board.

Received and accepted this 17th day of February, 1989
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.

**

LETTER OF UNDERSTANDING No. 13-89

Mr. A.C. Fisher,
Vice-president,
Labour Relations,
Canadian Air Traffic
Control Association,
Suite 1100,
400 Cumberland,
Ottawa, Ontario.
K1N 8X3

Dear Mr. Fisher:

This is to confirm an understanding reached during the current Air Traffic Control negotiations in respect of leave entitlements for operating employees. It is agreed that as of April 1, 1989, all operating employees in the bargaining unit will be credited with the following leave, in addition to the leave entitlements specified in Articles 9, 16 and 17:

Lieu Leave: 8.25 hours per year

Vacation Leave: Employees with:

- 1) Fewer than nine (9) years of continuous employment - 11.25 hours per year
- 2) Nine (9) years of continuous employment - 15.00 hours per year
- 3) Twenty (20) years of continuous employment - 18.75 hours per year

provided the employee has earned at least ten (10) days' pay for each calendar month of the fiscal year. An employee who

has not received at least ten (10) days' pay for each calendar month of the fiscal year will be credited at one-twelfth (1/12) of the rate referred to for each calendar month for which the employee receives at least (10) days' pay.

Sick Leave: For each calendar month for which the employee receives pay for at least ten (10) days - 0.9375 hours. Clause 9.05 - up to 11.25 hours.

It is understood that the provisions of Articles 9, 16 and 17 will apply to these additional leave credits.


Yours sincerely,



R. Schumacher

Negotiator,
Treasury Board.

Received and accepted this 17th day of February 1989,
by



A.C. Fisher
Vice-President, Labour Relations
Canadian Air Traffic
Control Association.