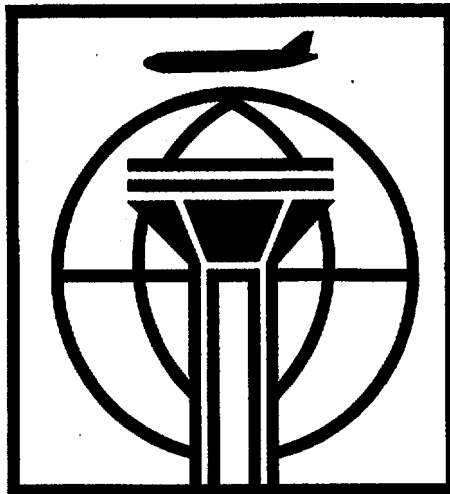




Transport Canada Transports Canada

*Coded 42/91  
93/03/23*



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

January 1, 1991 ~ December 31, 1993

Code: 42/91

*02883 (04)*

---

Canada

**Treasury Board of Canada Secretariat,  
Staff Relations Division,  
Personnel Policy Branch,  
L'Esplanade Laurier,  
140 O'Connor Street,  
Ottawa, Ontario,  
K1A 0R5**

©Minister of Supply and Services Canada 1991

Available in Canada through

**Associated bookstores  
and other booksellers**

or by mail from

**Canada Communication Group -- Publishing  
Ottawa, Canada K1A 0S9**

**Catalogue No. BT42-402/1993  
ISBN 0-660-56387-0**

**Canadian Air Traffic Control  
Association  
400 Cumberland St.  
Suite 1100  
Ottawa, Ontario  
K1N 8X3  
1-613-232-9413  
FAX: 1-613-232-9780**

Printed on paper  
containing recycled fibres



Imprimé sur du papier  
contenant des fibres recyclées

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
**	Definitions .....	1
1	Purpose .....	3
2	Recognition and Relationship .....	3
3	Management .....	6
4	Check-off .....	6
5	Grievance Procedure .....	8
6	<del>Operating</del> Irregularities .....	15
7	Discipline .....	19
** 8	Training .....	20
9	Sick Leave .....	24
** 10	Other Leave With or Without Pay .	25
11	Leave of Absence on Association Business,.....	35
12	Call-in .....	38
** 13	Hours of Work .....	39
** 14	Pay .....	48

(ii)

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
** 15	Overtime . . . . .	52
** 16	Holidays . . . . .	54
** 17	Vacations . . . . .	58
** 18	Severance Pay . . . . .	63
19	Use of Employer Facilities . . . . .	65
20	Licensing . . . . .	66
** 21	Association-Management Consultation . . . . .	67
22	Technological Change . . . . .	69
23	Working Conditions and Safety . . .	70
24	Present Conditions and Benefits . . .	70
25	Printing of Agreement . . . . .	70
26	State Security . . . . .	71
** 27	Shift Premium . . . . .	71
28	Travel . . . . .	71
29	National Joint Council Agreements .	75

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
30	Precedence . . . . .	75
** 31	Operational Facility Premium . . . .	76
** 32	Application, Duration, Modification . . . . .	77
** 33	Supervisory Differential . . . . .	77
**	Appendix "A" - Rates of Pay, Operating Employees . . . . .	A-1
**	Appendix "A" - Rates of Pay, Non-Operating Employees . . . . .	A-6
**	Appendix "B" - Annual Operational Facility Premium . . . . .	B-1
**	Appendix "C" - Flight/Visit Training Program Destination . . . . .	C-1
**	Appendix "D" - Supervisory Differential . . . . .	D-1
**	Letters of Understanding 1-91 to 13-91	

\*\* 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 (~~AT-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 normal 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 including ~~Supervisory~~ Differential, ~~but~~, 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

(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 representative, 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 3  
MANAGEMENT**

**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 4  
CHECK-OFF**

**4.01** Subject to the provisions of ~~this~~ Article, the Employer ~~will~~, as a condition of employment, deduct

5 2/11

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 5

### GRIEVANCE 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 6

### OPERATING 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 **&id 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.

6/27  
2/1

**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**

\*\* Honolulu  
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 licensed 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 3-91, 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).

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.

*25/11*

731  
15997

**ARTICLE 9**  
**SICK LEAVE**

■ **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 10

### OTHER 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.

- (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 (e).

#### 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. 58 a
- (ii) At its discretion, the Employer may <sup>026</sup> 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,

(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.

36  
2

(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.

(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~~ **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)(ii)(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~~ **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

5701  
117093

(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 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.

(D) 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.

63e, b  
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

63h  
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

63g  
1

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

63n  
3  
62  
14

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.

63j  
3

**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.

**\*\***

**10.10 Court Leave With Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) <sup>(3) b/c</sup> by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate or coroner;
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in

the performance of the duties of his position;

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

\*\*

10.11 **Leave Without Pay for the Care and Nurturing of Pre-School Age Children**

Subject to operational requirements an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an

Handwritten notes: 6/3/3

employee's total period of employment in the Public Service;

(iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;

(v) time spent on such leave shall not be counted for pay increment purposes.

\*\*

10.12 **Paternity Leave Without Pay**

(a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.

(b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child (or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.

M  
M  
3

(c) **The Employer may:**

(i) defer the commencement of paternity leave without pay at the request of an employee;

- (ii) require an employee to submit a **birth** certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay ~~after the termination of pregnancy utilized by an employee-couple~~ in conjunction with the birth of their child shall not exceed a total of twenty-six **(26) weeks** for both employees combined.
- (e) **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.

**ARTICLE 11**

**LEAVE 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.~~

30  
3

**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

30  
3



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.

**11.03 PUBLIC SERVICE STAFF  
RELATIONS BOARD HEARINGS  
PURSUANT TO SECTION 23  
OF THE PUBLIC SERVICE  
STAFF RELATIONS ACT**

- (a) Where operational requirements permit, the Employer **will** grant to an employee who makes a **com** plaint leave with pay if the Public Service **Stat** 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:

376  
0

(a) compensation at the applicable overtime rate,

or

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

480  
1

ARTICLE 13

HOURS OF WORK

13.01 Operating Employees

34  
3400

\*\*

(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 rotating or irregular basis, employees will work thirty-four (34) hours per week averaged over a one (1) year period commencing April 1 of each year and ending on March 31 of the following year.

(b) Where operational requirements permit, the Employer will provide operating employees with meal and relief breaks.

(c) 8/888s days of rest shall be consecutive and not less than two (2).

36  
999

**13.02 Unit Shift Cycle - Operating Employees**

**\*\***

- (a)** (i) The shift cycle at all air traffic control facilities or portions thereof shall ~~revert~~ to either five **(5)** days ~~on~~, four **(4)** days off, five **(5)** days ~~on~~, three (3) days off (repeat) or five **(5)** days ~~on~~, four **(4)** days off, five **(5)** days ~~on~~, four **(4)** days off, five **(5)** days ~~on~~, four **(4)** days off, six **(6)** days ~~on~~, three (3) days off (repeat) ~~effective~~ January 1, 1992.
- \*\*** (ii) The Association shall be permitted to select which of these two cycles will be worked in any given facility or portion thereof by advising the Employer in this regard not later ~~than~~ November 18, 1991.
- \*\*** (iii) If the Association does not ~~so~~ notify the Employer, the decision ~~as~~ to which of these ~~two~~ cycles will be worked will be made ~~by~~ the Employer.
- \*\*** (iv) ~~The~~ Employer shall determine the ~~method~~ governing recovery of less than an average of thirty-four **(34)** hours per week created by the five **(5)** days ~~on~~, four **(4)** days off, five **(5)** days ~~on~~, four **(4)** days off, five **(5)** days ~~on~~, four **(4)** days off, six **(6)** days ~~on~~, three (3) days off shift cycle in clause 13.02(a)(i). The recovery shall be for a ~~maximum~~ of ~~two~~ shifts ~~(one)~~ in every six **(6)** month period commencing April 1, 1992) and shall be scheduled on

the first or last day of rest in any period of days of rest.

Any shift scheduled for purposes of recovering a shortfall in the hours of work as described above shall not constitute a change in an employee's shift cycle.

\*\* (v) Except where agreed to by the Employer through consultation between the parties, the shift cycles worked by controllers and their team or shift supervisors shall be the same.

\*\* (vi) Notwithstanding the provisions of clause 13.02(a)(i), the shift cycles in effect on the date of signing of this agreement worked by Unit Operations Specialists shall not be changed except in accordance with sub-clause 13.02(a)(vii).

\*\* (vii) The shift cycles established in accordance with this clause 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.

\*\* (b) If new air traffic control facilities or portions thereof (except those whose advertised hours of operation are less than sixteen (16) hours per day), come into operation during the life of this agreement, the shift cycle for these facilities shall be five (5) days on, four (4) days off, five (5) days on, three (3) days off,

unless agreement on a different shift cycle is reached between the Employer and the Association within ninety (90) days of the commissioning of such ATC facilities.

- (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 (i) 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). For the purpose of this clause, meal and relief breaks are exclusive of the hours stipulated in Clause 13.01.

- (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 TCTI.

#### 13.09 Non-Operating Employees

- (a) 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

FAY

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.

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**

47  
—  
01

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**

<b>Level</b>	<b>Full-Time Employees</b>
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 three dollars and fifty cents (**\$3.50**) 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, 1993 three dollars and fifty cents (\$3.50) will be increased to three dollars and seventy-five (**\$3.75**) cents.

## ARTICLE 15

### OVERTIME

**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**

37/0

(a) An operating employee shall be paid for overtime worked by him or her at two (2) times his or her straight-time hourly rate.

: A non-operating 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 if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at two (2) times his or

37d  
0

her straight-time hourly rate for each hour worked on the second and subsequent days of rest.

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

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.

41  
1

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

37e  
X

that is a holiday, 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.

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 16

### HOLIDAYS

\*\*

16.01 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.

53  
 ---  
 110

**16.02** 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.

**\*\***

**16.03** Where an operating employee works on a holiday the employee shall 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.

16.04 For operating employees,

**\*\***

- (a) On April 1st of each year an employee shall be credited with eighty-two point five (82.5) hours of lieu leave.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) Lieu days earned in the fiscal year will be utilized before lieu days carried forward from the previous fiscal year.
- (f) 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.
- (g) 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.
- (h) 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.

## 16.05

- (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, 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 eight (8) years of continuous employment;

\*\*  
(b) one hundred and fifty (**150**) hours per fiscal year if the employee has completed eight (8) years of continuous employment;

\*\*  
(c) one hundred and eighty-seven decimal five (**187.5**) hours per fiscal year if the employee has completed nineteen (19) years of continuous employment;

\*\*  
(d) two hundred and twenty-five (**225**) hours per fiscal year if the employee has completed thirty (30) 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.

**17.07** 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.

**17.08** 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.

**17.09** Subject to 17.10, 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.

**17.10** 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 17.09, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

**17.11 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.

**17.12** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 17.11 to be reimbursed for reasonable expenses incurred by him or her.

**17.13**

- (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**  $\frac{30}{1}$  :  $\frac{32}{10}$
- (i)  $\frac{31a}{1}$  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 thirty (30) weeks' pay.  $\frac{27}{30}$
- (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-nine (29) weeks' pay, less any period in respect of which he or she was granted severance pay under 18.01(a)(i) above.

\*\*  
(b)

Retirement (~~Effective~~ January 1, 1991)

31/2

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 thirty (30) weeks' pay.

\*\*  
(c)

Death

31/2

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 thirty (30) weeks' pay, regardless of any other benefit payable.

\*\*  
(d)

Release for Incapacity

31/8

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 by the Public Service, a Federal Crown Corporation, the Canadian Forces, or the Royal Canadian Mounted Police. 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 Transport Canada Aviation Region and the Ottawa headquarters of the Air Traffic Services Branch of the Department of Transport except that in the Atlantic Region and the Ontario 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.

20/2

**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**

44 x 45  
200800

\*\*

**27.01** Operating employees and Instructors will receive a shift premium of eight dollars (**\$8.00**) for each shift worked between the hours of 1600 and 0800.

**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 (e) 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 57(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.

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	<b>\$ 408</b>
AI-02	<b>\$ 760</b>
AI-03	<b>\$1,340</b>
AI-04	<b>\$1,840</b>

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, 1993.

**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.

**\*\***

**ARTICLE 33****SUPERVISORY DIFFERENTIAL**

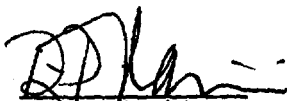


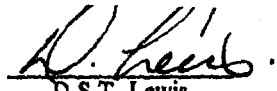



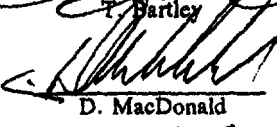


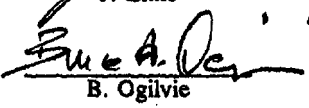
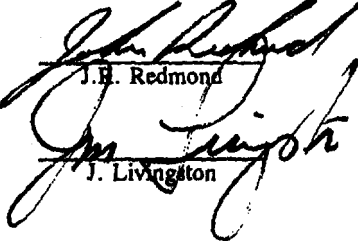
**33.01** A supervisory differential, as established in Appendix "D", shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

\*

SIGNED AT OTTAWA, this 30th day of the month of  
August 1991.

THE TREASURY BOARD  
OF  
CANADA

THE CANADIAN AIR  
TRAFFIC CONTROL  
ASSOCIATION

 R. Nannini	 A.C. Fisher
 R. Schumacher	 D.S.T. Lewis
 B.J. Kirk	 T. Bartley
 T. Fudakowski	 D. MacDonald
 J. Little	 J.H. Redmond
 B. Ogilvie	 J. Livingston

\*\*

APPENDIX "A"

*50a*

AI - AIR TRAFFIC CONTROL GROUP

ANNUAL RATES OF PAY

A - Effective January 1, 1991

B - Effective January 1, 1993

OPERATING EMPLOYEES

AI-00

From: \$	18444	18840	19232	19627	20021
To: A	19274	19688	20097	20510	20922
B	19852	20279	20700	21125	21550

From: \$	20415
To: A	21334
B	21974

AI-01

		30572	32350	34124	35897
From: \$	30095	31948	33806	35660	37512
To: A	<del>30990</del>	32906	34820	36730	38637
From: \$	30095				
To: A	37696	39450	41223	43000	44776
To: A	39369	41225	43078	44935	46791
B	40550	42462	44370	46283	48195

From: \$	46551
To: A	48646
B	50105

**AI-02**

From: \$	34715	36491	38266	40039	41816
To: A	36277	38133	39988	41841	43698
B	37365	39277	41188	43096	45009

From: \$	43592	45366	47141	48919	50691
To: A	45554	47407	49262	51120	52972
B	46921	48829	50740	52654	54561

From: \$	52467
To: A	54828
B	56473

**AI-03**

From: \$	41027	42803	44578	46352	48127
To: A	42873	44729	46584	48438	50293
B	44159	46071	47982	49891	51802

From: \$	49904	51679	53454	55229	57004
To: A	52150	54005	55859	57714	59569
B	53715	55625	57535	59445	61356

From: \$	58777
To: A	61422
B	63265

**AI-04**

<b>From: \$</b>	45366	47141	48919	50691	52467
To: A	47407	49262	51120	52972	54828
B	48829	50740	52654	54561	56473

<b>From: \$</b>	54243	56016	57795	59569	61343
To: A	56684	58537	60396	62250	64103
B	58385	60293	62208	64118	<b>66026</b>

<b>From: \$</b>	63120
To: A	65960
B	67939

**AI-05**

<b>From: \$</b>	47339	49116	50890	52665	54439
To: A	49469	51326	53180	55035	56889
B	50953	52866	54775	56686	58596

<b>From: \$</b>	56213	57987	59767	61542	63315
To: A	58743	60596	62457	<b>64311</b>	<b>66164</b>
B	60505	62414	64331	66240	68149

<b>From: \$</b>	65091
To: A	<b>68020</b>
B	70061

**NOTES**

- (1) **The rates of pay set forth in Appendix " A shall become effective on the date specified therein.**

A-4

- (2) Where the rates of pay set forth in Appendix " A have an effective date prior to the date of signing of the collective agreement, the following shall apply:
- (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefor;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
  - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause (iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases:

A-5

- (v) no payment nor notification shall be made pursuant to this clause for one dollar (\$1.00) or less.
- (3) Movements between operating and non-operating rates of pay are to be applied in accordance with the provisions of Letter of Understanding #12-91.



\*\*

## APPENDIX "A"

## AI - AIR TRAFFIC CONTROL GROUP

## ANNUAL RATES OF PAY

A - Effective January 1, 1991

B - Effective January 1, 1993

## NON-OPERATING EMPLOYEES

## AI-01

From: \$	29455	31232	33004	34777	36551
To: A	30780	32637	34489	36342	38196
B	31703	33616	35524	37432	39342

From: \$	38322	40097	41869	43645	45415
To: A	40046	41901	43753	45609	47459
B	41247	43158	45066	46977	48883

From: \$	47192
To: A	49316
B	50795

## AI-02

From: \$	36224	38000	39771	41543	43317
To: A	37854	39710	41561	43412	45266
B	38990	40901	42808	44714	46624

From: \$	45089	46862	48636	50410	52184
To: A	47118	48971	50825	52678	54532
B	48532	50440	52350	54258	56168

From: \$	53955
To: A	56383
B	58074

**AI-03**

From: \$	43950	45726	47501	49275	51051
To: A	45928	47784	49639	51492	53348
B	47306	49218	51128	53037	54948

From: \$	52827	54602	56377	58152	59928
To: A	55204	57059	58914	60769	62625
B	56860	58771	60681	62592	64504

From: \$	61700
To: A	64477
B	66411

**AI-04**

From: \$	50221	51995	53773	55546	57322
To: A	52481	54335	56193	58046	59901
B	54055	55965	57879	59787	61698

From: \$	59098	60870	62649	64423	66198
To: A	61757	63609	65468	67322	69177
B	63610	65517	67432	69342	71252

From: \$	67975
To: A	71034
B	73165

**AI-OS**

**From: \$** 52194 53971 55744 57519 59294  
**To: A** 54543 56400 58252 60107 61962  
**B** 56179 58092 60000 61910 63821

**From: \$** 61068 62841 64622 66396 68170  
**To: A** 63816 65669 67530 69384 71238  
**B** 65730 67639 69556 71466 73375

**From: \$** 69946  
**To: A** 73094  
**B** 75287

**AI-06**

**From: \$** 54673 56448 58225 59999 61772  
**To: A** 57133 58988 60845 62699 64552  
**B** 58847 60758 62670 64580 66489

**From: \$** 63547 65324 67103 68880 70644  
**To: A** 66407 68264 70123 71980 73823  
**B** 68399 70312 72227 74139 76038

**From: \$** 72429  
**To: A** 75688  
**B** 77959

AI-07

From: \$	58024	59795	61573	63347	65121
To: A	60635	62486	64344	66198	68051
B	62454	64361	66274	68184	70093

From: \$	66896	68675	70451	72227	73992
To: A	69906	71765	73621	75477	77322
B	72003	73918	75830	77741	79642

From: \$	75775
To: A	79185
B	81561

NOTES

- (1) The rates of pay ~~set~~ **set** forth in Appendix "A" ~~shall become~~ effective on the date ~~specified~~ **specified** therein.
- (2) Where ~~the~~ rates of pay ~~set~~ **set** forth ~~in~~ Appendix "A" have an effective date prior to the date of signing of the ~~collective~~ agreement, the following shall ~~apply~~ **apply**:
  - (i) "retroactive period" for the purpose of ~~clauses (ii) to (v) means~~ **clauses (ii) to (v) means** the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefor;
  - (ii) ~~a retroactive~~ **a retroactive** upward revision in rates of pay shall apply ~~to~~ **to** employees, former employees or in ~~case~~ **case** of death the ~~estates~~ **estates** of former ~~employees~~ **employees**, who were ~~employees~~ **employees** in the bargaining unit during the retroactive ~~period~~ **period**;

A-10

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
  - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause (iii), the Employer shall notify by registered mail, such individuals at their last **known** address that they have thirty (30) days from the date of receipt of the **registered** letter to **request** in writing such payment **after** which **time** any obligation upon the Employer to provide payment ceases;
  - (v) no payment nor notification shall be made pursuant **to** this clause for one dollar (\$1.00) or less.
- (3) Movements between non-operating and operating rates **of** pay are to **be** applied in accordance with the provisions of Letter of Understanding #12-91.

\*\*

APPENDIX "B"

ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)

Group	January 1, 1991	January 1, 1993		
1	\$ 437	\$ 450	Grande Prairie Tower (\$556)* Baie Comeau Tower Kamloops Tower (\$556)* Saint John Tower Whitehorse Tower (\$556)* St. Catharines Tower (\$556)* Fort St. John Tower (\$556)*	Penticton Tower (\$783)* Charlottetown Tower Val d'Or Tower St. Jean Tower (\$556)* Sept-Îles Tower (\$556)* Pt. McMurray Tower Thompson Tower Vancouver Harbour Tower (\$556)*
2	\$ 818	\$ 843	Fredericton Tower Yellowknife Tower Lethbridge Tower Kelowna Tower Oshawa Tower Gander Tower St. Honoré Tower Sudbury Tower St. John's Tower Mirabel Tower	Windsor Tower Sault St. Marie Tower Villeneuve Tower Langley Tower (\$929)* Pia Meadows Tower (\$1,193)* St. Andrews Tower (\$929)* Prince George Tower Kitchener Tower Springbank Tower (\$1,193)*

B-1

Group	January 1, 1991	January 1, 1993		
3	\$1,309	\$1,348	Boundary Bay Tower Toronto Island Tower Abbotsford Tower Hamilton Tower Regina Tower Saskatoon Tower	Thunder Bay Tower Moncton Tower Noah Bay Tower Edmonton International Tower London Tower
4	\$1,745	\$1,797	St. Hubert Tower Edmonton Municipal Tower Quebec Tower Regina TCU Thunder Bay TCU	Buttonville Tower Halifax Tower Altitude Reservation Unit Saskatoon TCU
5	\$2,182	\$2,247	Winnipeg Tower Victoria Tower Quebec TCU	North Bay TCU Halifax TCU
6	\$3,382	\$3,483	Dorval Tower Ottawa Tower	Calgary Tower

Group	January 1, 1991	January 1, 1993		
7	\$4,364	\$4,495	Ottawa TCU Calgary TCU Gander ACC Moncton ACC Edmonton ACC	Vancouver Tower Toronto Tower Winnipeg ACC Vancouver ACC
8	\$5,564	\$5,731	Montreal ACC	
9	\$6,764	\$6,967	Toronto ACC	
10	—	—	—	

B-3

\*Note: If the OFP amount effective January 1, 1991 or January 1, 1993 is less than the amount shown in brackets for a unit identified with an asterisk, then the bracketed amount will apply effective January 1, 1991 and January 1, 1993.



**APPENDIX "C"**  
**FLIGHT/VISIT TRAINING PROGRAM DESTINATION**

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

Category	Primary Destination	Secondary Destination
<b>**</b> 3. Controllers, Supervisors and Unit Operations Specialists in AI-3, AI-4 and AI-5 level control towers.	<b>A. Domestic</b> 1. Parent ACC 2. Tower in Administrative Region 3. <b>Equivalent Tower in Adjacent Administrative Region</b> 4. <b>Equivalent Tower in Adjacent USA FIR</b>	1. <b>Regional Office</b>
4. <b>Regional Office Specialists and Regional School staff</b>	<b>A. Domestic</b> 1. Unit in Administrative Region 2. <b>Regional Office/School in Adjacent Administrative Region</b> 3. ACC/TCU in Adjacent Administrative Region 4. <b>Adjacent USA Unit</b> <b>B. Long Range</b> (IFR Specialists/ IFR Instructors only)	1. Transport Canada <b>Training Institute</b> 2. <b>Ottawa Headquarters</b>

Category	Primary Destination	Secondary Destination
5. Headquarters Specialists and Supervisors	<p>A. Domestic</p> <ol style="list-style-type: none"> <li>1. Regional Office/School Ontario or Quebec Region</li> <li>2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg</li> <li>3. USA Unit Boston, New York, Chicago</li> </ol> <p>B. Long Range (Except VFR Specialists)</p>	<ol style="list-style-type: none"> <li>1. North Bay (NORAD)</li> <li>2. FAA School, Oklahoma City</li> <li>3. <del>FAA</del> Technical Centre,</li> <li>4. FAA Washington</li> </ol>
6. Altitude Reservation Unit Staff	<p>A. Domestic</p> <ol style="list-style-type: none"> <li>1. North Bay (NORAD)</li> <li>2. ACC's - all Canadian</li> <li>3. Central Airspace Reservations Facility, Washington</li> </ol>	

Category	Primary Destination	Secondary Destination
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	

D-1

\*\*

APPENDIX "D"

SUPERVISORY DIFFERENTIAL

<b>Supervisory Degree</b>	<b>Percentage of Basic Rate</b>
<b>Operating Employees</b>	
A	5.0%
B	5.0%
<b>Non-Operating Employees</b>	
A	2.0%
B	4.0%
C	5.0%
D	6.0%

The Supervisory Rates Table is to be used in the following manner:

- (1) determine the non-supervisory rates according to the employee's sub-group, level and rate of pay;
- (2) using the Supervisory Rates Table, find the row in the left-hand column where the rate determined in (1) is located;
- (3) when the row is located, determine the column by the applicable supervisory differential degree;
- (4) the point where column and row meet is the supervisory rate required.

D-2

For example, an employee in the Operating Sub-group at Level 4, who is paid at the maximum of the AI-04 range on December 31, 1990, whose position is classified as of January 1, 1991 as AI-04, with a supervisory differential of Degree B, would receive a basic rate of pay of \$65,960 effective January 1, 1991 as per Appendix "A". By locating \$65,960 in the Supervisory Rates Table, then looking down column B, the appropriate supervisory rate of pay would be \$69,258.

**AIR TRAFFIC CONTROL GROUP**

**SUPERVISORY RATES**

**OPERATING EMPLOYEES**

Effective Jan. 1/91			Effective Jan. 1/93		
AI-01	A 5.0%	B 5.0%	AI-01	A 5.0%	B 5.0%
30095	31600	31600	30998	32548	32548
31948	33545	33545	32906	34551	34551
33806	35496	35496	34820	36561	36561
35660	37443	37443	36730	38567	38567
37512	39388	39388	38637	40569	40569
39369	41337	41337	40550	42578	42578
41225	43286	43286	42462	44585	44585
43078	45232	45232	44370	46589	46589
44935	47182	47182	46283	48597	48597
46791	49131	49131	48195	50605	50605
48646	51078	51078	50105	52610	52610

**AIR TRAFFIC CONTROL GROUP**

**SUPERVISORY RATES**

**OPERATING EMPLOYEES**

<b>Effective Jan. 1/91</b>	<b>A</b>	<b>B</b>
AI-02	5.0%	5.0%
36277	38091	38091
38133	40040	40040
39988	41987	41987
41841	43933	43933
43698	45883	45883
45554	47832	47832
47407	49777	49777
49262	51725	51725
51120	53676	53676
52972	55621	55621
54828	57569	57569

<b>Effective Jan. 1/93</b>	<b>A</b>	<b>B</b>
AI-02	5.0%	5.0%
37365	39233	39233
39277	41241	41241
41188	43247	43247
43096	45251	45251
45009	47259	47259
46921	49267	49267
48829	51270	51270
50740	53277	53277
52654	55287	55287
54561	57289	57289
56473	59297	59297



**AIR TRAFFIC CONTROL GROUP**

**SUPERVISORY RATES**

**OPERATING EMPLOYEES**

<b>Effective Jan. 1/91</b>			<b>Effective Jan. 1/93</b>		
	<b>A</b>	<b>R</b>		<b>A</b>	<b>B</b>
AI-03	<b>5.0%</b>	<b>5.0%</b>	AI-03	<b>5.0%</b>	<b>5.0%</b>
42873	45017	45017	44159	46367	46367
44729	46965	46965	46071	48375	48375
46584	48913	48913	47982	50381	50381
48438	50860	50860	49891	52386	52386
50293	52808	52808	51802	54392	54392
52150	54758	54758	53715	56401	56401
54005	56705	56705	55625	58406	58406
55859	58652	58652	57535	60412	60412
57714	60600	60600	59445	62417	62417
59569	62547	62547	61356	64424	64424
61422	64493	64493	63265	66428	66428

AIR TRAFFIC CONTROL GROUP  
 SUPERVISORY RATES  
 OPERATING EMPLOYEES

Effective Jan. 1/91			Effective Jan. 1/93		
AI-04	A 5.0%	R 5.0%	Ai44	A 5.0%	R 5.0%
47407	49777	49777	48829	51270	51270
49262	51725	51725	50740	53277	53277
51120	53676	53676	52654	55287	55287
52972	55621	55621	54561	57289	57289
54828	57569	57569	56473	59297	59297
56684	59518	59518	58385	61304	61304
58537	61464	61464	60293	63308	63308
60396	63416	63416	62208	65318	65318
62250	65363	65363	64118	67324	67324
64103	67308	67308	66026	69327	69327
65960	69258	69258	67939	71336	71336

L  
854  
J

AIR TRAFFIC CONTROL GROUP  
SUPERVISORY RATES  
OPERATING EMPLOYEES

Effective Jan. 1/91			Effective Jan. 1/93		
AI-05	A 5.0%	R 5.0%	AI-05	A 5.0%	B 5.0%
49469	51942	51942	50953	53501	53501
51326	53892	53892	52866	55509	55509
53180	55839	55839	54775	57514	57514
55035	57787	57787	56686	59520	59520
56889	59733	59733	58596	61526	61526
58743	61680	61680	60505	63530	63530
60596	63626	63626	62414	65535	65535
62457	65580	65580	64331	67548	67548
64311	67527	67527	66240	69552	69552
66164	69472	69472	68149	71556	71556
68020	71421	71421	70061	73564	73564

AIR TRAFFIC CONTROL GROUP  
 SUPERVISORY RATES  
 NON-OPERATINGEMPLOYEES

Effective Jan. 1/91	A		C	D	Effective Jan. 1/93	A		C	D
	AI-01	2.0%				B	4.0%		
30780	31396	32011	32319	32627	31703	32337	32971	33288	33605
32637	33290	33942	34269	34595	33616	34288	34961	35297	35633
34489	35179	35869	36213	36558	35524	36234	36945	37300	37655
36342	37069	37796	38159	38523	37432	38181	38929	39304	39678
38196	38960	39724	40106	40488	39342	40129	40916	41309	41703
40046	40847	41648	42048	42449	41247	42072	42897	43309	43722
41901	42739	43577	43996	44415	43158	44021	44884	45316	45747
43753	44628	45503	45941	46378	45066	45967	46869	47319	47770
45609	46521	47433	47889	48346	46977	47917	48856	49326	49796
47459	48408	49357	49832	50307	48883	49861	50838	51327	51816
49316	50302	51289	51782	52275	50795	51811	52827	53335	53843

AIR TRAFFIC CONTROL GROUP

SUPERVISORY RATES

NON-OPERATING EMPLOYEES

Effective Jan. 1/91	Effective Jan. 1/91		C	D	Effective Jan. 1/93			C	D
	A	B			AI-02	A	R		
AI-02	2.0%	4.0%	5.0%	6.0%	AI-02	2.0%	4.0%	5.0%	6.0%
37854	38611	39368	39747	40125	38990	39770	40550	40940	41329
39710	40504	41298	41696	42093	40901	41719	42537	42946	43355
41561	42392	43223	43639	44055	42808	43664	44520	44948	45376
43412	44280	45148	45583	46017	44714	45608	46503	46950	47397
45266	46171	47077	47529	47982	46624	47556	48489	48955	49421
47118	48060	49003	49474	49945	48532	49503	50473	50959	51444
48971	49950	50930	51420	51909	50440	51449	52458	52962	53466
50825	51842	52858	53366	53875	52350	53397	54444	54968	55491
52678	53732	54785	55312	55839	54258	55343	56428	56971	57513
54532	55623	56713	57259	57804	56168	57291	58415	58976	59538
56383	57511	58638	59202	59766	58074	59235	60397	60978	61558

**AIR TRAFFIC CONTROL GROUP  
SUPERVISORY RATES  
NON-OPERATING EMPLOYEES**

Effective Jan. 1/91				Effective Jan. 1/93					
AI-03	A 2.0%	B 4.0%	C 5.0%	D 6.0%	AI#	A 2.0%	B 4.0%	C 5.0%	D 6.0%
45928	46847	47765	48224	48684	47306	48252	49198	49671	50144
47784	48740	49695	50173	50651	49218	50202	51187	51679	52171
49639	50632	51625	52121	52617	51128	52151	53173	53684	54196
51492	52522	53552	54067	54582	53037	54098	55158	55689	56219
53348	54415	55482	56015	56549	54948	56047	57146	57695	58245
55204	56308	57412	57964	58516	56860	57997	59134	59703	60272
57059	58200	59341	59912	60483	58771	59946	61122	61710	62297
58914	60092	61271	61860	62449	60681	61895	63108	63715	64322
60769	61984	63200	63807	64415	62592	63844	65096	65722	66348
62625	63878	65130	65756	66383	64504	65794	67084	67729	68374
64477	65767	67056	67701	68346	66411	67739	69067	69732	70396

AIR TRAFFIC CONTROL GROUP  
 SUPERVISORY RATES  
 NON-OPERATING EMPLOYEES

Effective Jan. 1/91	A		C	D	Effective Jan. 1/93	A		C	D
	AI-05	2.0%				B	4.0%		
54543	55634	56725	57270	57816	56179	57303	58426	58988	59550
56400	57528	58656	59220	59784	58092	59254	60416	60997	61578
58252	59417	60582	61165	61747	60000	61200	62400	63000	63600
60107	61309	62511	63112	63713	61910	63148	64386	65006	65625
61962	63201	64440	65060	65680	63821	65097	66374	67012	67650
63816	65092	66369	67007	67645	65730	67045	68359	69017	69674
65669	66982	68296	68952	69609	67639	68992	70345	71021	71697
67530	68881	70231	70907	71582	69556	70947	72338	73034	73729
69384	70772	72159	72853	73547	71466	72895	74325	75039	75754
71238	72663	74088	74800	75512	73375	74843	76310	77044	77778
73094	74556	76018	76749	77480	75287	76793	78298	79051	79804

**AIR TRAFFIC CONTROL GROUP  
SUPERVISORY RATES  
NON-OPERATING EMPLOYEES**

Effective Jan. 1/91				Effective Jan. 1/93					
AI-04	A 2.0%	B 4.0%	C 5.0%	D 6.0%	AI-04	A 2.0%	R 4.0%	C 5.0%	D 6.0%
52481	53531	54580	55105	55630	54055	55136	56217	56758	57298
54335	55422	56508	57052	57595	55965	57084	58204	58763	59323
56193	57317	58441	59003	59565	57879	59037	60194	60773	61352
58046	59207	60368	60948	61529	59787	60983	62178	62776	63374
59901	61099	62297	62896	63495	61698	62932	64166	64783	65400
61757	62992	64227	64845	65462	63610	64882	66154	66791	67427
63609	64881	66153	66789	67426	65517	66827	68138	68793	69448
65468	66777	68087	68741	69396	67432	68781	70129	70804	71478
67322	68668	70015	70688	71361	69342	70729	72116	72804	73503
69177	70561	71944	72636	73328	71252	72677	74102	74813	75527
71034	72455	73875	74586	75296	73165	74628	76092	76813	77555



**AIR TRAFFIC CONTROL GROUP**  
**SUPERVISORY RATES**  
**NON-OPERATING EMPLOYEES**

Effective Jan. 1/91					Effective Jan. 1/93				
AI-07	A 2.0%	B 4.0%	C 5.0%	D 6.0%	AI-07	A 2.0%	B 4.0%	C 5.0%	D 6.0%
60635	61848	63060	63667	64273	62454	63703	64952	65577	66201
62486	63736	64985	65610	66235	64361	65648	66935	67579	68223
64344	65631	66918	67561	68205	66274	67599	68925	69588	70250
66198	67522	68846	69508	70170	68184	69548	70911	71593	72275
68051	69412	70773	71454	72134	70093	71495	72897	73598	74299
69906	71304	72702	73401	74100	72003	73443	74883	75603	76323
71765	73200	74636	75353	76071	73918	75396	76875	77614	78353
73621	75093	76566	77302	78038	75830	77347	78863	79622	80380
75477	76987	78496	79251	80006	77741	79296	80851	81628	82405
77322	78868	80415	81188	81961	79642	81235	82828	83624	84421
79185	80769	82352	83144	83936	81561	83192	84823	85639	86455

COMMUNICATIONS SECTION

**AIR TRAFFIC CONTROL GROUP**

**SUPERVISORY RATES**

**NON-OPERATING EMPLOYEES**

50<sup>a</sup>  
1

Effective Jan. 1/91					Effective Jan. 1/93				
AI-06	A 2.0%	B 4.0%	C 5.0%	D 6.0%	AI-06	A 2.0%	B 4.0%	C 5.0%	D 6.0%
57133	58276	59418	59990	60561	58847	60024	61201	61789	62378
58988	60168	61348	61937	62527	60758	61973	63188	63796	64403
60845	62062	63279	63887	64496	62670	63923	65177	65804	66430
62699	63953	65207	65834	66461	64580	65872	67163	67809	68455
64552	65843	67134	67780	68425	66489	67819	69149	69813	70478
66407	67735	69063	69727	70391	68399	69767	71135	71819	72503
68264	69629	70995	71677	72360	70312	71718	73124	73828	74531
70123	71525	72928	73629	74330	72227	73672	75116	75838	76561
71980	73420	74859	75579	76299	74139	75622	77105	77846	78587
73823	75299	76776	77514	78252	76038	77559	79080	79840	80600
75688	77202	78716	79472	80229	77959	79518	81077	81857	82637

**LETTER OF UNDERSTANDING (1-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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.

- ? -

(1-91)

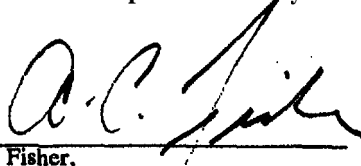
Current salary will not be provided unless the Employer has received authorization from the employee permitting release of this information.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**\*\* LETTER OF UNDERSTANDING (3-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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 the Employer 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 hi 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.**

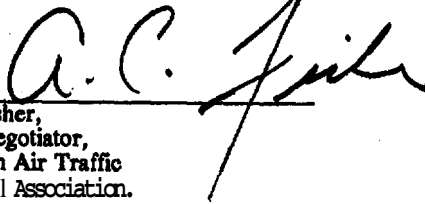
**An** employee **will not be placed on** maintenance of **salary** if the employee has **sufficient sick leave credits** to cover the **period** of his absence and **the employee's LVC is not affected.**

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted **this** 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
control Association.

**\*\* LETTER OF UNDERSTANDING (2-91)**

**Mr. A.C. Fisher,**  
Chief Negotiator,  
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.**

**Where an employee participates as a candidate in a personnel selection process for a position in the Public Service, as defined in the Public Service Staff Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. Remuneration in these circumstances shall be limited to normal pay.**

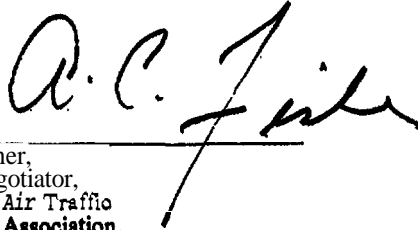
Where such attendance, or necessary travel time associated therewith, occurs on the employee's regularly scheduled day of rest the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of the employee's 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 sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.



**LETTER OF UNDERSTANDING (4-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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.

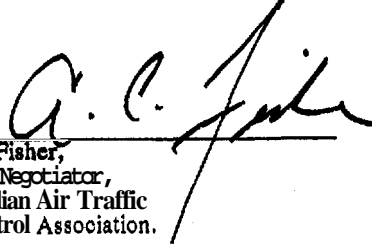
It is also agreed that this letter will in no way prejudice the positions of either party, or interfere in any way with commitments already made, in relation to the performance by ATC assistants of estimate copying, flight data posting and mission plotting.

Yours sincerely,



R. Schumacher.  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A. C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**LETTER OF UNDERSTANDING (5-91)**

**Mr. A.C. Fisher,  
Chief Negotiator,  
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.**

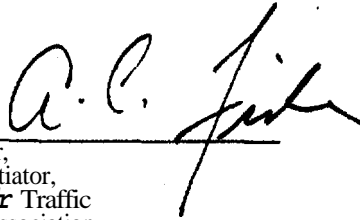
This agreement **applies** to air traffic controllers referred to in Definition 1(a) of the Collective Agreement, and to the **duties requiring** the possession of a current and valid **Air** Traffic Controller licence of those persons referred to in Definition 1(b) and (e) of the Collective Agreement.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian **Air** Traffic  
Control Association.

**LETTER OF UNDERSTANDING (6-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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

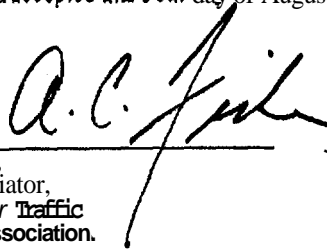
- (iii) notifies local management, in ~~writing~~, between twenty-five (25) and fifteen (15) days prior to the expiration of his or her Licence Validation Certificate extension of any delay in the receipt of his or her new Licence Validation Certificate so that corrective action may be taken. In the 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,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A. C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

## LETTER OF UNDERSTANDING (7-91)

Mr. A. C. Fisher,  
Chief Negotiator,  
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

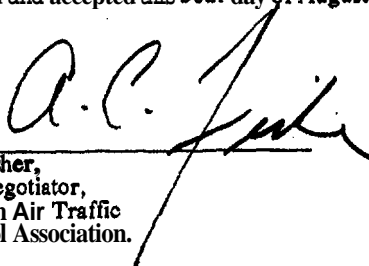
of such section or clause, then the parties agree to reopen this Agreement solely for the purposes of making the changes to the numbers in this Agreement.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division,

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.



**LETTER OF UNDERSTANDING (8-91)**

Mr. A. C. Fisher,  
Chief Negotiator,  
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.

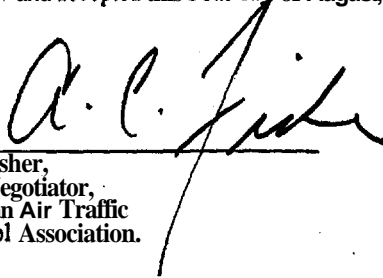
Where the Association believes such ATS involvement is desirable on any such investigation, they may so notify the Employer's representative.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

LETTER OF UNDERSTANDING (9-91)

Mr. A.C. Fisher,  
Chief Negotiator,  
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 sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by

---

A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**\*\* LETTER OF UNDERSTANDING (10-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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 16.04(g) of the collective agreement expiring December 31, 1993.

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,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by

  
A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**LETTER OF UNDERSTANDING (11-91)**

Mr. A. C. Fisher,  
Chief Negotiator,  
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, 1993** 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.*

R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by

*A. C. Fisher*

A. C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**\*\* LETTER OF UNDERSTANDING (12-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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, 1993, is to clarify the intent in respect to the application of pay to certain employees changing from operating to nonoperating 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, 1991, 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" or "D" 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" or "D" scale of rates for Non-operating employees to which the employee is changing;
- (iii) select the rate in the Non-operating pay level Appendix "A" or "D" 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 Nonoperating 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" or "D" 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" or "D" scale of rates for Non-operating employees to which the employee is changing;



- (iii) select the rate in the **Non-operating** pay level **Appendix "A"** or **"D"** 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 Nonoperating level to which the employee is changing.

**3. Change from Non-operating to Operating Status**

Effective January 1, 1991, where an employee changes from Nonoperating to Operating status, the employee's new rate of pay is **determined** as follows:

- (a) identify the level in the **Appendix "A"** or **"D"** 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 Nonoperating 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.

When an employee changes from Non-operating to **Operating** at a higher level, the following paragraph 3(e) will apply:

- (c) select the rate in the operating pay level Appendix "**A**" or "**D**" which **exceeds** the amount **determined** in (b) by an amount which **is** at least **equal** to the lowest pay **increment** in **the operating level to which the employee is changing**, 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.

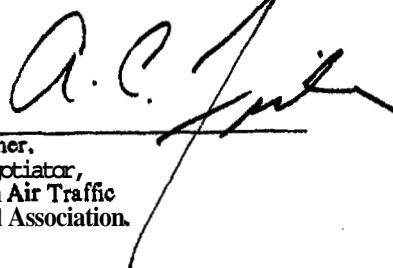
5. Appendix "D" is only applicable to a position which receives a Supervisory Differential in accordance with Article 33.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

**\*\* LETTER OF UNDERSTANDING (13-91)**

Mr. A.C. Fisher,  
Chief Negotiator,  
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, 1991**, 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 eight (8) years of continuous employment - 11.25 hours per year
- 2) Eight (8) years of continuous employment - 15.00 hours per year
- 3) Nineteen (19) years of continuous employment - 18.75 hours per year
- 4) Thirty (30) years of continuous employment - 22.50 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) day's 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.

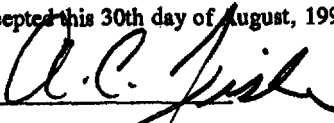
It is understood that the provisions of Articles 9, 16 and 17 will apply to these additional leave credits.

Yours sincerely,



R. Schumacher,  
Negotiator,  
Staff Relations Division.

Received and accepted this 30th day of August, 1991 by



A.C. Fisher,  
Chief Negotiator,  
Canadian Air Traffic  
Control Association.

141