



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement between the Treasury Board and The Canadian Air Traffic Control Association**

Group: Air Traffic Control  
(all employees)

CODE: 402/99

Expiry Date: 30 June 2000

**Canada**



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Treasury Board of Canada Secretariat  
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**PART I - GENERAL**



**\*\*ARTICLE 1**  
**PURPOSE**

**1.01** The purpose of this Agreement is to maintain harmonious relationships between the Employer, the Association and the employees and to set forth certain terms and conditions of employment affecting employees covered by this Agreement.

**1.02** The parties to this Agreement share a desire to contribute toward the improvement of aviation safety and to advance the well-being of its employees so as to promote the safe provision of air traffic control services to the public.

**ARTICLE 2**  
**DEFINITIONS**

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

“**Designated holiday**” means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this agreement (jours fériés désignés).

\*\*

“**Employee**” means a person so defined in the *Public Service Staff Relations Act*, and who is a member of the Air Traffic Control bargaining unit (employé).

“**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 (Employeur).

“**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 (rémunération normale).

“**Straight-time rate**” means an employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2) (taux horaire normal).

“**Weekly rate of pay**” means an employee’s annual normal pay divided by 52.176 (taux de rémunération hebdomadaire).

**\*\*ARTICLE 3**  
**MANAGEMENT RIGHTS**

**3.01** All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the union as being retained by the Employer.

**ARTICLE 4**  
**STATE SECURITY**

**4.01** 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 5**  
**PRECEDENCE**

**5.01** 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 6**  
**NO DISCRIMINATION**

**6.01** The parties agree that there shall be no discrimination exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, a conviction for which a pardon has been granted, or membership or activity in the Association.

**PART II - STAFF RELATIONS MATTERS**

**ARTICLE 7**  
**RECOGNITION AND EMPLOYEE REPRESENTATIVES**

\*\*

**7.01** The Employer recognizes the Canadian Air Traffic Control 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 twenty-eight (28<sup>th</sup>) day of November, 1967, and amended on the seventh (7<sup>th</sup>) day of June, 1999.

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

\*\*

**7.03** The Employer acknowledges the right of the Association to appoint employees as Stewards. The Association and Employer jointly shall determine the jurisdiction of the 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.

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

**7.05** 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 8**  
**CHECK-OFF**

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

**8.02** The provisions of clause 8.01 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.

**8.03** The amounts deducted in accordance with clause 8.01 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.

**8.04** 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.

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

**8.06** 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.

**8.07** 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 9**

### **GRIEVANCE PROCEDURE**

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

#### **9.02 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.

### **9.03 Right to Present Grievances**

Subject to and as provided in Section 91 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.

### **9.04 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.

**9.05 Procedure**

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

**9.06 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 clause 9.03 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.

**9.07 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.

**9.08 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.

### **9.09 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.

\*\*

### **9.10 Demotion or Termination for Cause**

A grievance resulting from the demotion or termination of an employee for cause pursuant to sub-clause 11(2)(f) or (g) of the *Financial Administration Act* 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.

### **9.11 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.

\*\*

### **9.12 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 suspension or a financial penalty,



or

- (c) termination of employment or demotion pursuant to sub-clause 11(2)(f) or (g) of the *Financial Administration Act*,

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

**9.13** 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.

**9.14 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.

**9.15 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.

**9.16** 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.

**9.17** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) 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 Part 14 of the NJC By-Laws.

## **ARTICLE 10**

### **DISCIPLINE**

**10.01** 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.

**10.02** 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.

**10.03** 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.

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

## **ARTICLE 11**

### **LEAVE FOR ASSOCIATION BUSINESS**

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

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

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

**11.04 Arbitration Board and Conciliation Board Hearings**

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

\*\*

**11.05 Adjudication**

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

- (a) a party to an adjudication,  
or
- (b) the representative of an employee who is a party to an adjudication,  
or
- (c) a witness called by an employee who is a party to an adjudication.

\*\*

**11.06 Contract Negotiations Meetings**

- (a) The Employer agrees to recognize and deal with a Collective Bargaining Committee comprising a reasonable number of employees for the purposes of negotiating collective agreements between the Employer and the Association.
- (b) Where operational requirements permit, members of the Collective Bargaining Committee will be granted leave without pay for meetings with the Employer under sub-clause (a).

**11.07 Presentation of Grievance**

- (a) 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.
- (b) 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.

- (c) 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.

\*\*

**11.08** Where operational requirements permit, the Employer shall grant leave without pay to officers of the Association to attend to Association business.

\*\*

**11.09** Operational requirements permitting, one (1) employee member of the Association's National Executive or his or her appointed alternate, formally invited by Federal Government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave with pay including reasonable travel time required for attendance at such meetings.

## **ARTICLE 12**

### **USE OF EMPLOYER FACILITIES**

**12.01** 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.

**12.02** 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 13**

**ASSOCIATION-MANAGEMENT CONSULTATION**

**13.01** 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.

\*\*

**13.02** 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.

\*\*

**13.03** The Employer shall recognize an Association Committee comprised of a reasonable number of employees for the purpose of consulting with management.

**13.04** 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.

\*\*

**13.05** Meetings with the Association Committee shall take place at least once per calendar year, and by mutual consent, more frequently.

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

**13.07** Full-time employees forming the continuing membership of the Association Committee 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 clause 13.06, such meetings shall not be held on such employees' days of rest.

**13.08** A designated representative of the Association Committee 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.

**13.09** 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 14**

#### **INFORMATION**

**14.01** The Employer agrees to provide each employee with a copy of the Collective Agreement and any amendments thereto.

**14.02** The Employer 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.

#### **ARTICLE 15**

#### **NATIONAL JOINT COUNCIL AGREEMENTS**

**15.01** 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.

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

**PART III - WORKING CONDITIONS**



**ARTICLE 16**  
**HOURS OF WORK**

**16.01** Thirty-seven and one-half (37 1/2) hours exclusive of lunch periods shall constitute the normal workweek.

\*\*

**16.02** Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him or her.

\*\*

**16.03** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

**16.04** Employees will submit weekly attendance registration only to report leave or overtime.

\*\*

**16.05** Where operational requirements permit, the Employer will provide employees with meal and relief breaks.

**ARTICLE 17**  
**OVERTIME**

\*\*

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

**17.02 Overtime Compensation**

- (a) An employee shall be paid for overtime worked 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 her straight-time hourly rate for each hour worked on the second and subsequent days of rest.
- (b) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- (c) An employee at his or her request, shall be granted time off in lieu of overtime at the appropriate overtime rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

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

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

- (d) Except as provided in sub-clause 17.02(c), the Employer will endeavour to make cash payment for overtime in the month following the month in which the overtime was worked.

**17.03** 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.

\*\*

**17.04**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed expenses for one meal in the amount of nine (\$9.00) except where free meals are provided.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00), except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.

**\*\*ARTICLE 18**

**CALL-IN**

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

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

**18.02** An employee who receives a call to duty or responds to a telephone or data line call after completing his or her work for the day and leaving his or her place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with the Overtime Article. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for the time worked,  
  
or
- (b) compensation equivalent to one (1) hours' pay at his or her straight-time hourly rate, which shall apply only the first time an employee reports for work during a one-hour period, starting with the employee's first reporting.

**ARTICLE 19**  
**HOLIDAYS**

**19.01** 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.

**19.02** When an 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.

**19.03**

- (a) 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.
- (b) 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.
- (c) 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.

**19.04**

- (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 20**  
**SEVERANCE PAY**

**20.01** Under the following circumstances and subject to clause 20.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

- (a) **Lay-Off**
  - (i) On the first lay-off after March 21, 1979, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

- (ii) On second or subsequent lay-off after March 21, 1979, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which he or she was granted severance pay under sub-subclause 20.01(a)(i) above.

(b) **Retirement**

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**

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) **Termination for Cause for Reasons of Incapacity**

An employee released from employment under Section 11(2)(g) of the *Financial Administration Act* by reason of release 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.

\*\*

(e) **Resignation**

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

\*\*

**20.02** The period of continuous employment used in the calculation of 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 20.01 be pyramided.

**20.03** 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 21**

### **TECHNOLOGICAL CHANGE**

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

## **\*\*ARTICLE 22**

### **WORKING CONDITIONS AND SAFETY**

**22.01** The Employer will continue to make provision for the safe and healthful working conditions of employees and the Association agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

## **ARTICLE 23**

### **TRAVEL**

**23.01** 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.

**23.02** 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 eight (8) hours' pay at one and a half (1 1/2) times the employee's straight-time hourly rate.

**23.03** 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 clause 23.01 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 clause 2.13 (use at traveller's request) 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 clause 2.12 (use at Employer's request) of the Treasury Board Travel Directive.



- (d) When the employee elects under sub-clauses (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 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 sub-clauses (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 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 sub-clause (c) above shall be reimbursed at the rate shown in clause 2.12 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.

**23.04** When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the Public Works and Government 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.

**23.05** 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.

**PART IV - LEAVE**

**\*\*ARTICLE 24**  
**LEAVE GENERAL**

**24.01** With the exception of vacation leave requests and holidays, the employee must provide satisfactory validation of the circumstances necessitating requests for leave with or without pay, if required by the Employer, in such manner and at such time as may be determined by the Employer and confirmed in writing.

**ARTICLE 25**  
**VACATION LEAVE**

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**25.01** 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 point 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 point five (187.5) hours per fiscal year if the employee has completed eighteen (18) years of continuous employment;
- (d) two hundred and twenty-five (225) hours per fiscal year if the employee has completed twenty-nine (29) years of continuous employment.

**25.02** 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 clause 25.01 for each calendar month for which he or she receives at least ten (10) days' pay.

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

**25.04**

- (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) 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, subject to the conditions in sub-subclauses (d)(i)-(iv).

\*\*

- (d) It is agreed by the parties, in accordance with the intent of Article 25 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 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.

\*\*

**25.05** Where, in respect of any period of vacation leave, an employee is granted bereavement leave, or is granted sick leave on production of a medical certificate, 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.

**25.06** 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.

**25.07** Subject to clause 25.08, 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.

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**25.08** An employee whose employment is terminated for cause pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of abandonment of his or her position is not entitled to receive the payment referred to in clause 25.07, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

**25.09 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.

**25.10** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 25.09 to be reimbursed for reasonable expenses incurred by him or her.

**25.11**

- (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 26**  
**SICK LEAVE**

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

**26.02** 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.

**26.03** 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 sub-clause 26.02(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.

**26.04** 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.

**26.05** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 26.02, sick leave with pay may, at the discretion of the Employer, be granted for a period of up to one hundred and twelve point five (112.5) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**26.06** 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.

\*\*

**26.07** The Employer agrees that an employee terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* may exhaust his or her accumulated sick leave credits prior to his or her release.

**\*\*ARTICLE 27**  
**MATERNITY LEAVE**

**27.01 Maternity Leave without Pay**

(a) 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 seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding sub-clause (a):

(i) where the employee's newborn child is hospitalized within the period defined in sub-clause (a),

and

(ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in sub-clause (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of seventeen (17) weeks.

(c) The extension described in sub-clause (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,



- (ii) 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 With Pay Article. For purposes of this Article, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (f) 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 the 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.
- (g) 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.

#### **27.02 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause (c), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
  - and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified with the Employer’s consent,

- (B) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty six (26),
  - (C) she will be indebted to the Employer for the full amount of the maternity allowance she has received, if she fails to return to work as agreed to under Sections (A) and (B) unless her employment is terminated by reason of death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*.
- (b) For the purpose of Section (a)(iii)(B), periods of leave with pay shall count as time worked.
  - (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
    - (i) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 

and
    - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which she would have been eligible if no extra monies had been earned during this period.
  - (d) The maternity allowance to which an employee is entitled is limited to that provided in sub-clause (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.

- (e) The weekly rate of pay referred to in sub-clause (c) shall be:
  - (i) for a full-time employee, her weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-subclause (i) by the fraction obtained by dividing her straight time earnings by the straight time earnings she would have earned working full time during such period.
- (f) The weekly rate of pay referred to in sub-clause (e) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (g) Notwithstanding sub-clause (f), and subject to sub-subclause (e)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (i) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **27.03 Special Maternity Allowance for Totally-Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in sub-subclause 27.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government*

*Employees Compensation Act* prevents her from receiving EI maternity benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in sub-clause 27.02(a), other than those specified in Sections (A) and (B) of sub-subclause 27.02(a)(iii)

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-subclause (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 27.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-subclause (a)(i).

## **\*\*ARTICLE 28**

### **PARENTAL LEAVE**

#### **28.01 Parental Leave Without Pay**

- (a) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- (b) The period of parental leave without pay shall end:
  - (i) no later than forty-one (41) weeks after the child is born or, in the case of adoption, no later than twenty-four (24) weeks after the date of acceptance of custody of the child for adoption;

- (ii) no later than fifty-two (52) weeks after the day the child is born, where the period of maternity leave without pay is extended in accordance with sub-clause 27.01(b) and is followed by a period of parental leave without pay taken by the employee or by the employee's spouse.
- (c) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.
- (d) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
- (e) Parental leave without pay taken by a Public Service couple shall not exceed a total of twenty-four (24) weeks for both employees combined.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall count for pay increment purposes.

#### **28.02 Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clauses (c) to (i), providing he or she:
  - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that he or she:
  - (A) will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified with the Employer's consent,
  - (B) within ten (10) months of the employee's return from parental leave without pay, he or she will work an amount of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15),
  - (C) he or she will be indebted to the Employer for the full amount of parental allowance received, if he or she fails to return to work as agreed to under Sections (A) and (B) for reasons other than death, lay-off, or having become disabled as defined in the *Public Service Superannuation Act*.
- (b) For the purpose of Section (iii)(B), periods of leave with pay shall count as time worked.
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in sub-subclause (iii) below, for each week in respect of which the employee receives EI parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would

- have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *EI Act*, the parental allowance payable under the SUB Plan described in sub-subclause (ii) will be extended by the number of weeks of extended benefits which the employee receives under that sub-subclause.
  - (d) The parental allowance to which an employee is entitled is limited to that provided in sub-clause (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
  - (e) The weekly rate of pay referred to in sub-clause (c) shall be:
    - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay,
    - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-subclause (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings he or she would have earned working full time during such period.
  - (f) The weekly rate of pay referred to in sub-clause (e) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
  - (g) Notwithstanding sub-clause (f), and subject to sub-subclause (e)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate he or she was being paid on that day.
  - (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- (i) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**28.03 Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in sub-subclause 28.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents him or her from receiving EI parental benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 28.02(a), other than those specified in Sections (A) and (B) of sub-subclause 28.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-subclause (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 28.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-subclause (a)(i).



**\*\*ARTICLE 29****LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES****29.01**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) leave with pay to provide for the temporary care of a sick member of the employee's family;
  - (iii) 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.
- (c) The total leave with pay which may be granted under sub-subclauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

**ARTICLE 30  
MARRIAGE LEAVE**

**30.01** 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.

**ARTICLE 31  
LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF  
PRE-SCHOOL AGED CHILDREN**

**31.01** 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:

- (a) 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;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) 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;
- (e) time spent on such leave shall not be counted for pay increment purposes.

**ARTICLE 32**

**BEREAVEMENT LEAVE WITH PAY**

**32.01** 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.

**32.02** 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 grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**32.03** 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 clauses 32.01 and 32.02.

**ARTICLE 33**

**COURT LEAVE WITH PAY**

**33.01** 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;
- or
- (c) 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.

**\*\*ARTICLE 34**

**PERSONNEL SELECTION LEAVE**

**34.01** 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.

**\*\*ARTICLE 35****EDUCATION AND CAREER DEVELOPMENT LEAVE**

**35.01** The Employer recognizes the usefulness of Education Leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his or her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

**35.02** At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his or her normal pay, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**35.03** Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**35.04** As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee, except with the permission of the Employer:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

### **35.05 Career Development Leave With Pay**

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 35.05(a) above. Article 17, Overtime, and Article 23, Travel, do not apply during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **35.06 Invitation to Participate at Seminars and Conventions**

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 with pay for such attendance.

**\*\*ARTICLE 36**

**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**36.01** 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 without pay on presentation of a letter indicating their acceptance by such an organization.

**36.02** At the discretion of the Employer, leave with pay may be granted when circumstances not directly attributable to the employee prevent the employee's reporting for duty. Such leave shall not be unreasonably withheld.

**36.03** At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement.

**PART V - PAY AND DURATION**



**\*\*ARTICLE 37**  
**PAY ADMINISTRATION**

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

**37.02** 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.

**37.03**

- (a) When an employee is required by the Employer to perform the duties of a higher classification level for a period of at least four (4) consecutive working days, the employee shall be paid the pay of the higher level, calculated from the date on which the employee commenced to perform the duties of the higher level.
- (b) An employee 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.

**37.04** 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.

**37.05 Overpayment**

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 per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

**37.06** 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.

### **\*\*ARTICLE 38**

#### **DURATION AND MODIFICATION**

**38.01** 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 June 30, 2000.

**38.02** This Agreement may be amended by mutual consent.

### **\*\*ARTICLE 39**

#### **SUPERVISORY DIFFERENTIAL**

**39.01** An employee who encumbers a position which receives a supervisory rating under the AI classification standard and who performs supervisory duties shall receive a percentage differential applied to his or her basic rate of pay, according to the degree of the supervisory rating, as follows:

<b>Supervisory Rating</b>	<b>Supervisory Differential</b>
<b>Operating Employees</b>	
Degree A or B	5%
<b>Non-Operating Employees</b>	
Degree A	2%
Degree B	4%
Degree C	5%
Degree D	6%

**39.02** The Supervisory Differential for Operating Employees will cease to have effect when the last employee who was participating in the Reassignment and Retraining Program on January 1, 1998, ceases to participate or his/her employment is terminated in accordance with the terms of the Program.

SIGNED AT OTTAWA, this 2<sup>nd</sup> day of the month of September 1999.

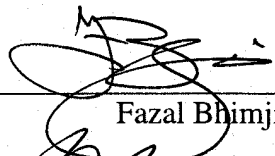
THE TREASURY BOARD  
OF  
CANADA

THE CANADIAN AIR  
TRAFFIC CONTROL  
ASSOCIATION



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Paul Burkholder



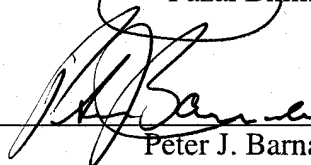
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Fazal Bhimji



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K. Wilder Paterson



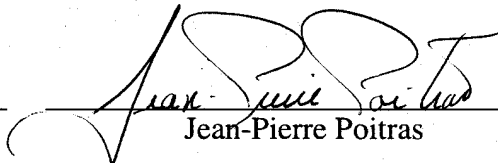
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Peter J. Barnacle



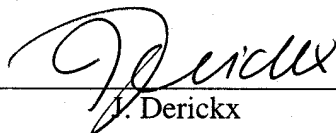
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R. Goyetche



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Jean-Pierre Poitras



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J. Derickx

**\*\*APPENDIX "A"**

**AI - AIR TRAFFIC CONTROL  
ANNUAL RATES OF PAY  
(in dollars)**

- X) Effective January 1, 1998
- A) Effective January 1, 1998
- B) Effective January 1, 1999
- C) Effective January 1, 2000

**Operating Employees****AI-00**

From:	\$	19852	20279	20700	21125	21550	21974
To:	A	20195	20630	21058	21490	21923	22354
	B	20599	21043	21479	21920	22361	22801
	C	20805	21253	21694	22139	22585	23029

**AI-01**

From:	\$	30998	32906	34820	36730	38637	40550	42462	44370
		46283	48195	50105					
To:	A	31534	33475	35422	37365	39305	41252	43197	45138
		47084	49029	50972					
	B	32165	34145	36130	38112	40091	42077	44061	46041
		48026	50010	51991					
	C	32487	34486	36491	38493	40492	42498	44502	46501
		48506	50510	52511					

**AI-02**

From:	\$	37365	39277	41188	43096	45009	46921	48829	50740
		52654	54561	56473					
To:	A	38011	39956	41901	43842	45788	47733	49674	51618
		53565	55505	57450					
	B	38771	40755	42739	44719	46704	48688	50667	52650
		54636	56615	58599					
	C	39159	41163	43166	45166	47171	49175	51174	53177
		55182	57181	59185					

**AI-03**

From:	\$	44159	46071	47982	49891	51802	53715	55625	57535
		59445	61356	63265					
To:	A	44923	46868	48812	50754	52698	54644	56587	58530
		60473	62417	64359					
	B	45821	47805	49788	51769	53752	55737	57719	59701
		61682	63665	65646					
	C	46279	48283	50286	52287	54290	56294	58296	60298
		62299	64302	66302					

**AI-04**

From:	\$	48829	50740	52654	54561	56473	58385	60293	62208
		64118	66026	67939					
To:	A	49674	51618	53565	55505	57450	59395	61336	63284
		65227	67168	69114					
	B	50667	52650	54636	56615	58599	60583	62563	64550
		66532	68511	70496					
	C	51174	53177	55182	57181	59185	61189	63189	65196
		67197	69196	71201					

**AI-05**

From:	\$	50953	52866	54775	56686	58596	60505	62414	64331
		66240	68149	70061					
To:	A	51834	53781	55723	57667	59610	61552	63494	65444
		67386	69328	71273					
	B	52871	54857	56837	58820	60802	62783	64764	66753
		68734	70715	72698					
	C	53400	55406	57405	59408	61410	63411	65412	67421
		69421	71422	73425					

**Non-Operating Employees**

**AI-01**

From:	\$	31703	33616	35524	37432	39342	41247	43158	45066
		46977	48883	50795					
To:	A	32251	34198	36139	38080	40023	41961	43905	45846
		47790	49729	51674					
	B	32896	34882	36862	38842	40823	42800	44783	46763
		48746	50724	52707					
	C	33225	35231	37231	39230	41231	43228	45231	47231
		49233	51231	53234					

**AI-02**

From:	\$	38990	40901	42808	44714	46624	48532	50440	52350
		54258	56168	58074					
To:	A	39665	41609	43549	45488	47431	49372	51313	53256
		55197	57140	59079					
	B	40458	42441	44420	46398	48380	50359	52339	54321
		56301	58283	60261					
	C	40863	42865	44864	46862	48864	50863	52862	54864
		56864	58866	60864					

**AI-03**

From:	\$	47306	49218	51128	53037	54948	56860	58771	60681
		62592	64504	66411					
To:	A	48124	50069	52013	53955	55899	57844	59788	61731
		63675	65620	67560					
	B	49086	51070	53053	55034	57017	59001	60984	62966
		64949	66932	68911					
	C	49577	51581	53584	55584	57587	59591	61594	63596
		65598	67601	69600					

**AI-04**

From:	\$	54055	55965	57879	59787	61698	63610	65517	67432
		69342	71252	73165					
To:	X		56178	58302	60425	62548	64672	66795	68918
		71042	73165	75288					
	A		57150	59310	61470	63630	65790	67951	70111
		72271	74431	76590					
	B		58293	60496	62699	64903	67106	69310	71513
		73716	75920	78122					
	C		58876	61101	63326	65552	67777	70003	72228
		74453	76679	78903					

**AI-05**

From:	\$	56179	58092	60000	61910	63821	65730	67639	69556
		71466	73375	75287					
To:	X		58302	60425	62548	64671	66795	68918	71041
		73164	75287	77410					
	A		59311	61471	63630	65790	67950	70110	72270
		74430	76589	78749					
	B		60497	62700	64903	67106	69309	71512	73715
		75919	78121	80324					
	C		61102	63327	65552	67777	70002	72227	74452
		76678	78902	81127					

**AI-06**

From:	\$	58847	60758	62670	64580	66489	68399	70312	72227
		74139	76038	77959					
To:	X		60971	63094	65218	67341	69465	71588	73712
		75835	77959	80082					
	A		62025	64186	66346	68506	70667	72827	74987
		77147	79308	81467					
	B		63266	65470	67673	69876	72080	74284	76487
		78690	80894	83096					
	C		63899	66125	68350	70575	72801	75027	77252
		79477	81703	83927					

**AI-07**

From:	\$	62454	64361	66274	68184	70093	72003	73918	75830
		77741	79642	81561					
To:	X		64577	66700	68823	70946	73069	75192	77315
		79438	81561	83684					
	A		65694	67854	70014	72173	74333	76493	78653
		80812	82972	85132					
	B		67008	69211	71414	73616	75820	78023	80226
		82428	84631	86835					
	C		67678	69903	72128	74352	76578	78803	81028
		83252	85477	87703					



**PAY NOTES**

- (1) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- (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;
  - (v) no payment nor notification shall be made pursuant to this clause for one dollar (\$1.00) or less.

\*\*

- (3) The pay increment period for a full-time employee is fifty-two (52) weeks. The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service shall be the anniversary date of such appointment. The pay increment date for employees appointed prior to the date of signing remains unchanged.

\*\*

- (4) Effective January 1, 1998, Non-Operating Employees at levels 4, 5, 6 and 7 shall be paid at the rate of pay in the position on the "X" line which corresponds to the position of their former rate of pay.

\*\*

- (5) The rates of pay for Operating Employees will cease to have effect when the last employee who was participating in the Retraining and Reassignment Program on January 1, 1998 ceases to participate or his or her employment is terminated in accordance with the terms of the Program.

**LETTER OF UNDERSTANDING (1-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

This letter will confirm our understanding with respect to clause 14.02.

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

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

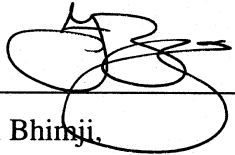
Current salary will not be provided unless the Employer has received authorization from the employee permitting release of this information.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



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Mr. Fazal Bhinjji,  
President,  
Canadian Air Traffic Control Association.

**LETTER OF UNDERSTANDING (2-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

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

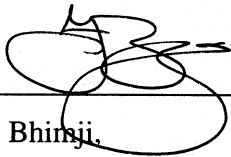
It is agreed that where there is the possibility of a conflict of interest the employee will be afforded the opportunity to have his or her Association representative meet with the Employer to discuss the possible conflict of interest before a decision is given by the Employer on the matter.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



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Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association.

**LETTER OF UNDERSTANDING (3-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

This is to clarify the intent of the overtime provisions of sub-clause 17.02(a) of the collective agreement expiring June 30, 2000, 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:

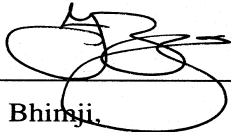
- (a) on the day it commenced where half or more of the hours worked fall on that day,
- or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



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Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association.

**LETTER OF UNDERSTANDING (4-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

This letter will confirm our understanding reached during the current negotiations with respect to employees who were participating in the Retraining and Reassignment Program (“the Program”) as of January 1, 1998.

The parties agree that the purpose of not renewing certain articles and clauses that pertained to Operating Employees in the previous collective agreement which expired December 31, 1997 (402/91), was to better reflect the composition of the current bargaining unit, which no longer includes active Operating Employees. There was no intent on the part of either party to remove or reduce a benefit that would otherwise have applied, subject to the terms and conditions of the Program, to those former Operating Employees who were participating in the Program as of January 1, 1998.

Should the parties agree that the deletion of one or more of these articles or clauses inadvertently reduced a benefit that would otherwise have applied to employees participating in the Program as of January 1, 1998, that article or clause will be deemed to continue to apply to such employees, as of the effective date of the new collective agreement, until they cease to be participants or their employment is terminated in accordance with the terms of the Program.

The parties recognize that articles in the previous collective agreement which had no application to employees in the Program, as specified and applied in individual training agreements under the Program, will continue to have no application.

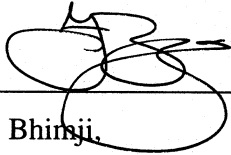
It is understood that the terms of this Letter of Understanding cease to have effect when the last employee, who was participating in the Program at January 1, 1998, ceases to participate or his/her employment is terminated in accordance with the terms of the Program.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



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Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association.



**\*\*LETTER OF UNDERSTANDING (5-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

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

Functions which are presently only performed by members of the Air Traffic Control group will not be assigned to members of other bargaining units.

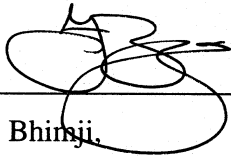
Where either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposals and may mutually agree to make exceptions to the foregoing.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



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Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association.

**\*\*LETTER OF UNDERSTANDING (6-99)**

Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association,  
162 Cleopatra Drive,  
Nepean, Ontario.  
K2G 5X2

Dear Mr. Bhimji:

This is to confirm an understanding reached during the current negotiations in respect of the elimination of the entitlement to familiarization flights and unit visits, described under Article 8 of the previous collective agreement.

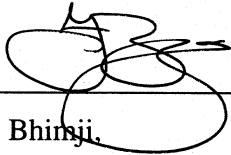
In consideration for the removal of this benefit from the collective agreement, the Employer agrees to make a one-time payment of \$1,200 to those employees in the bargaining unit on date of signing.

Yours sincerely,



K. Wilder Paterson,  
Labour Relations Consultant,  
Labour Relations Division.

Received and accepted this 2<sup>nd</sup> day of September 1999, by



Mr. Fazal Bhimji,  
President,  
Canadian Air Traffic Control Association.