



COLLECTIVE AGREEMENT

BETWEEN

SERCO CANADA INC.

AND

CANADIAN AIR TRAFFIC CONTROL ASSOCIATION  
Unifor LOCAL 5454

January 1, 2018 to December 31, 2022

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## ARTICLE 1

## DEFINITIONS

- 1.01 Unless specified elsewhere in this Agreement, the following definitions will apply throughout this Agreement:
- a) “Bargaining Unit” means the bargaining unit described in the order of the Canada Industrial Relations Board, given order number 9100-U, dated June 1, 2006, in CIRB file number 25683-C.
  - b) “Employee” means an employee who is a member of the Bargaining Unit.
  - c) “Employer” means Serco Canada Inc., Happy Valley-Goose Bay, Newfoundland and Labrador.
  - d) “Operating irregularity” means a situation which occurs when air traffic control service is being provided and when a preliminary investigation indicates that safety may have been jeopardized, less than minimum separation may have existed, or both.
  - e) “Union” means the Canadian Air Traffic Control Association, CATCA Unifor local 5454.

## ARTICLE 2

## PURPOSE

- 2.01 The purpose of this Agreement is to establish and maintain harmonious relationships between the Employer, the Union and the Employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 2.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of the Employer which operates in a regulated environment.

## ARTICLE 3

## RECOGNITION AND RELATIONSHIP

## 3.01 Exclusive Bargaining Agent

The Employer recognizes the Unifor Canada and its Local 5454 (CATCA) as the exclusive bargaining agent for all employees in the bargaining unit as set out in the order of the Canada Industrial Relations Board, given order number 9100-U, dated June 1, 2006, in CIRB file number 25683-C.

## 3.02 Employee Information

The Employer agrees to provide the Union with the following information annually in January of each year pertaining to all employees in the bargaining unit. The employer further agrees to provide the union with any changes related to recruitment, termination or change in salary level due to promotion which may occur during the year.

- Employee's name
- Position and/or acting position
- Effective date of change
- Current salary per Appendix "B"
- Date of assignment
- Acting level
- CATCA identification number
- List of changes since last report

## 3.03 Collective Bargaining Committee

The Employer agrees to recognize and deal with a Collective Bargaining Committee for the purpose of negotiating collective agreements between the Employer and the Union. The Collective Bargaining Committee may be assisted by representatives other than Employees.

## 3.04 Notification of Union Representatives

The Employer acknowledges the right of the Union to appoint or elect Employees as Union Representatives or Stewards. The Union shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment, their workplace jurisdictions, and the names, if any, of those representatives who are being replaced or discontinued. These workplace jurisdictions will reflect so far as possible the organizational structure of the Employer.

### 3.05 Carrying out Steward Duties

The Union recognizes that Employees who are representatives of the Union have regular duties to perform in connection with their work for the Employer. A Union Representative/Steward shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate urgent Employee concerns arising out of the work place, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. While recognizing that operational and safety requirements take precedence, such permission shall not be unreasonably withheld. The Union Representative/Steward shall report back to his or her supervisor before resuming his or her normal duties.

### 3.06 Access to Company Premises

Upon proper notification to the authorized management representative, a union representative will have access to the Employer's premises to conduct union business arising out of the collective agreement and/or Employer policies so long as such access does not interfere with the Employer's operations.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage and operate the Employer's business in all respects including, but not limited to, the following:

- a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning the Employer's business, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- b) to direct the working forces including the right to decide on the number of Employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline Employees including suspension and discharge, and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

## ARTICLE 5

## WORK OF THE BARGAINING UNIT

## 5.01 Work of the Bargaining Unit

- a) Functions that at present are performed exclusively by members of the Bargaining Unit will not be contracted out or assigned to members of other bargaining units.
- b) Where because of operational requirements either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposal of either party and may mutually agree to make exceptions to the foregoing.
- c) Notwithstanding the foregoing provisions of this Article 5.01, the parties acknowledge and agree that the Employer's Site Manager, Air Operations Manager, Deputy Air Operations Manager and other non-Bargaining Unit personnel who hold or who have held an air traffic control licence may perform duties in order, and only to the extent necessary, to:
  - i) comply with rules, regulations and policies as stipulated by governing authorities;
  - ii) maintain or obtain an Air Traffic Control license, certification or qualification;
  - iii) perform necessary work in emergencies or when bargaining unit employees are not available to perform such duties; or,

The Employer will not perform such duties to avoid hiring Bargaining Unit Employees.

- d) With the exception of those performing duties in accordance with Article 5.01(c), individuals whose services are engaged to perform work of the Bargaining Unit under the control and direction of the Employer will be deemed to be Employees in the Bargaining Unit for all purposes of the collective agreement.



## ARTICLE 6

## CHECK-OFF

## 6.01 Mandatory Check-Off

Subject to the provisions of this Article, the Employer shall deduct an amount equal to the Union's regular dues and initiation fees from the monthly pay of each Employee in the Bargaining Unit.

## 6.02 Timing for Check-Off

The provisions of 6.01 will be applied effective the first of the month following the signing of this Agreement and the deductions from the pay for each Employee in respect of each month shall 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.

## 6.03 Remittance to Union

The amounts deducted in accordance with 6.01 shall be remitted to the designated official of the Union within thirty (30) days 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.

## 6.04 Union Benefit Plans

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

## 6.05 Indemnification for Union Errors

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

## 6.06 Revision to Dues

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

## ARTICLE 7

## LEAVE OF ABSENCE ON UNION BUSINESS

## 7.01 Attendance at Union Functions

Where operational requirements permit, and provided that the Employer will not incur extra expense, the Employer will grant leave without pay to a reasonable number of Employees at any one time to attend Union national executive meetings, congresses and conventions. Leave for this purpose shall be requested in writing as far in advance as possible prior to the date on which the leave is to commence, but not less than fifteen (15) calendar days in advance. Approval of such requests shall not be unreasonably withheld.

## 7.02 Attendance at Hearings

When operational requirements permit, the Employer will grant leave with pay to Employees to attend the following hearings held in Happy Valley-Goose Bay:

- a) Grievance arbitration hearings conducted pursuant to the provisions of this Agreement, provided that the Employee is a grievor, the representative of a grievor, or a witness called by a party to the grievance.
- b) Hearings of the Canada Industrial Relations Board to which the Employer is a party, provided that the Employee is a party to the hearing, the representative of a party to the hearing, or a witness called by a party to the hearing.

Where there is more than one Employee who seeks to attend a hearing pursuant to this Article, the parties will schedule the hearings and arrange the presentation of evidence in such a manner so as to create the least amount of disruption to work requirements.

## 7.03 Contract Negotiation Meetings

The Employer agrees to grant leave with pay to the Chair of the Branch for meetings between the Employer and the Collective Bargaining Committee established under Article 3.03. The Employer further agrees to grant leave without pay to up to two (2) additional members of the Collective Bargaining Committee to attend such meetings provided that operational conditions permit such attendance and provided that the Employer will not incur extra expense.

#### 7.04 Further Understandings

- a) Leave granted under this Article 7, whether paid or unpaid, does not constitute hours of work and will not be taken into account for the purpose of determining the rate of pay applicable to when work is actually performed.
- b) Paid leave is intended to ensure that Employees do not lose regular pay. It will not be paid in respect of hearing or meeting time falling outside an Employee's scheduled working hours.

### ARTICLE 8

#### UNION-MANAGEMENT CONSULTATION

##### 8.01 Consultation on Matters of Mutual Interest

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

##### 8.02 Recognition of Union Committees

The Employer will recognize a Union Committee for the purpose of consulting with management.

##### 8.03 Limitations on Jurisdiction

It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the Employer or Union 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.

##### 8.04 Frequency of Committee Meetings

The frequency of meetings with the Union Committee shall be determined by mutual agreement.

#### 8.05 Location of Meetings

All meetings shall be held on the Employer's premises at a time and for a duration determined by mutual agreement. The parties shall endeavour to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled outside an Employee's scheduled working hours, the Employee shall not be entitled to any compensation.

#### 8.06 No Loss in Pay for Union Committee Members

- a) Full-time Employees forming the membership of Union Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management.
- b) For the purposes of 8.06 (a) the number of full-time Employees shall be limited to three.

#### 8.07 Requirement for Written Agendas

A designated representative of Union Committees and the Employer shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than five (5) calendar days in advance.

### ARTICLE 9

#### USE OF EMPLOYER FACILITIES

#### 9.01 Union Meetings

Upon receiving reasonable notice, the Employer may permit the Union to use the Employer's premises outside the working hours of the Employees for conducting meetings of their members, where refusal to grant permission would make it difficult for the Union to convene a meeting. Such meetings shall not interfere with the Employer's operations.

#### 9.02 Bulletin Boards

Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer.

## ARTICLE 10

[Reserved for future use.]

## ARTICLE 11

## GRIEVANCE AND ARBITRATION PROCEDURE

## 11.01 Definition of Grievance

A grievance shall be defined as any dispute between the Employer and the Union (on behalf of an Employee, group of Employees or on its own behalf) concerning the interpretation, application or administration of the Collective Agreement, and shall include individual Employee grievances, group grievances, policy grievances and Employer grievances.

## 11.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday, as listed in Article 28, the deadline shall be extended to the next normal business day.

## 11.03 Disclosure of Information

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information with respect to the subject matter of the grievance.

## 11.04 Dispute Resolution

## Complaint Stage

- a) Before presenting a grievance through his or her authorized Union representative, the Employee shall meet with his or her authorized Employer representative to discuss and attempt to resolve the complaint.
- b) The Employee is entitled to have an authorized Union representative accompany the Employee during such meeting.

## Step 1

- a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized Union representative, on behalf of the

Employee(s) concerned, may submit a written grievance to the Employee's authorized Employer representative.

- b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the Employee(s) ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.
- c) The Employer's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the Employee(s) concerned no later than fifteen (15) days following receipt of the grievance at Step 1.

#### Step 2

- a) Failing settlement being reached at Step 1, the authorized Union representative on behalf of the Employee(s) concerned, may within ten (10) days of the receipt of the Step 1 response or the expiration of the Step 1 time limits transmit in writing the grievance to the Employer's authorized representative.
- b) The Employer's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the Employee(s) concerned no later than thirty (30) days following receipt of the grievance at Step 2.

#### 11.05 Abbreviated Procedure

Any policy grievance, Employer grievance or a discharge grievance shall be submitted directly to Step 2 within twenty (20) days of the incident giving rise to the grievance or from the date when the Union, the Employer or the Employee(s) ought to have reasonably been aware of the incident giving rise to the grievance.

#### 11.06 Referral to Arbitration

Failing settlement being reached at Step 2, either party may refer their grievance to arbitration within thirty (30) days of the receipt of the Step 2 response or the expiration of Step 2 time limits, by advising the Employer's authorized representative or the authorized Union representative, in writing by registered mail of its intention to refer the dispute to Arbitration.

#### 11.07 Extension of Time Limits

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

#### 11.08 Time Off Work to Discuss Complaints and Grievances

- a) The Union recognizes that each Employee and authorized Union representative is employed to perform work for the Employer and therefore no Employee or authorized Union representative will leave his or her work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Employer representative. While recognizing that operational and safety requirements take precedence, permission shall not be unreasonably withheld.
- b) When a discussion or meeting on a complaint or grievance takes place during the Employee's normal working hours, and leave to attend is granted to the Employee, the employee shall not suffer loss of normal pay.
- c) When a discussion or meeting on a complaint or grievance takes place during normal working hours and leave to attend is granted to the authorized Union representative, the authorized Union representative shall not suffer loss of normal pay.
- d) Employees and authorized Union representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

#### 11.09 Notification of Authorized Representatives

The Union shall notify the Employer in writing of the names of its representatives authorized to represent the Union in the presentation of grievances at each level, and shall promptly notify the Employer in writing of changes in these names. The Employer shall notify the Union in writing of the position/titles and areas of jurisdiction of its representatives authorized to represent the Employer with respect to the receipt and response of grievances at each level, and shall promptly notify the Union in writing of changes to these names.

#### Arbitration Procedure

#### 11.10 Powers of an Arbitrator

A grievance referred to arbitration shall be determined by a mutually acceptable arbitrator/Board of Arbitration who shall have all the powers described in Part 1 of the Canada Labour Code.

### 1.11 Cost of Arbitration

In respect of the cost of arbitration of grievances, the parties shall share equally the fee and expenses of the sole arbitrator or the Chair of the Arbitration Board and where applicable each party shall be responsible for the expenses of their respective nominee to the Board of Arbitration.

### 11.12 List of Arbitrators

The parties will agree to a list of arbitrators to whom grievances may be referred. This list shall be reviewed at the mid-point of the Collective Agreement and may be amended by mutual agreement (see Appendix "A"). Each party will alternate in selecting an arbitrator to sit as a sole arbitrator or as a Chair of the Arbitration Board from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list.

### 11.13 Expedited Arbitration

- a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may, upon mutual consent of the parties, be referred to expedited arbitration before a sole arbitrator chosen by mutual agreement.
- b) The hearing of a grievance referred to expedited arbitration must be scheduled to begin within 45 days from the date of referral unless otherwise agreed by the parties or unless a postponement is granted by the arbitrator upon the request of a party.
- c) The parties agree to make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- d) Whenever possible, the arbitrator shall deliver an oral decision with reasons at the conclusion of the hearing and then confirm the decision and its reasons in writing within 10 days of the conclusion of the hearing.
- e) Decisions resulting from expedited arbitration shall be final and binding upon the parties in respect of the specific matter arbitrated but shall be without precedent and shall not be used or referred to in any subsequent formal or expedited arbitration.
- f) In no event shall the arbitrator have the power to alter, modify or amend the collective agreement or any of its provisions or to render a decision inconsistent with such provisions.

### 11.14 Sole Arbitrator v. Board of Arbitration



All grievances will be heard by a sole arbitrator except where the parties mutually agree that the grievance shall be heard by a Board of Arbitration.

#### 11.15 Board of Arbitration

Where the parties agree to a Board of Arbitration, the party referring the grievance to arbitration shall also provide the name of that party's nominee to the Board of Arbitration. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The selection of the Chair shall be in accordance with the list of arbitrators as set out in Appendix "A".

#### 11.16 Arbitration Procedure

The arbitrator/Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations in order to determine the issue in dispute.

#### 11.17 Decision

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the arbitrator/Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.

#### 11.18 Arbitrability

- a) It is understood that no matter may be submitted to arbitration which has not been properly carried through the grievance procedure. The arbitrator/Board of Arbitration shall have jurisdiction to determine whether a grievance is arbitrable.
- b) The arbitrator/Board of Arbitration may extend the time for taking any step in the grievance process or arbitration procedure, even after the expiration of the time, if the arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

#### 11.19 Location of Arbitration Hearing

The arbitration hearing shall be held at the Town of Happy Valley-Goose Bay, Labrador, unless the parties agree otherwise.

## ARTICLE 12

## DISCIPLINE

## 12.01 Corrective Discipline

Generally, discipline is intended to correct undesired behaviour and conduct and, where appropriate, shall be progressive in nature.

## 12.02 Interview and Representation

Prior to any interview that might be the basis of disciplinary action, the Employee will be informed of the date, time, location and purpose of the interview. The Employee will be entitled to have a Union Representative of his or her choice in attendance. The unavailability of the Union Representative of choice will not delay the meeting more than forty-eight (48) hours from the time set for the meeting in the original notice to the Employee. At the interview the Employee and the Union Representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement.

## 12.03 Notification of Disciplinary Action

The Employee and the Union Representative 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.

## 12.04 Copy of Disciplinary Notice

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 and to the Union Representative or sent by registered mail to their last known address within forty-eight (48) hours of its placement on the Employee's personnel file.

## 12.05 Prohibition on Use of Documentation

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.

## ARTICLE 13

## JUST CAUSE

- 13.01 No Employee shall be disciplined or discharged except for just cause. However, the termination of a probationary Employee may be carried out at the discretion of the Employer at any time during the probationary period. The Employer's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

## ARTICLE 14

## NO DISCRIMINATION OR HARASSMENT

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action 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, conviction for which a pardon has been granted, or union affiliation.
- 14.02 Where a grievance is submitted alleging a violation of Article 14.01, the parties may agree to suspend the grievance procedure with respect to such grievance pending the completion of an investigation, mediation or other alternate dispute resolution process to which the parties may agree. Furthermore, Employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.
- 14.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

## ARTICLE 15

## OPERATING IRREGULARITIES

- 15.01 Representative Rights

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

investigation being conducted into such irregularity, he or she may be accompanied by a Union representative of his or her choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than forty eight (48) hours from the time set for the meeting in the original notification to the Employee. Requests for an earlier meeting date will be subject to mutual agreement.

#### 15.02 Circumstances of Proceeding

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

#### 15.03 Participation

The Controller and his or her representative may make representations and direct questions concerning the irregularity or events and circumstances leading thereto, to the Employer's representative in charge in any Company inquiry, hearing or investigation.

#### 15.04 Notification of Completion

- a) The Employer shall notify the Controller and where applicable his or her representative, of the completion of the report of an Employer proceeding pursuant to clause 15.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Controller, and where applicable his or her representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.
- b) Subsequent opportunities to read the same report and findings will be provided to the Controller, and where applicable his or her representative, upon written request.

#### 15.05 Pay and Hours of Work

- a) A Controller called as a witness, or his or her representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.
- b) A Controller, called by an Employer inquiry as a witness outside of his or her scheduled hours of work, shall be compensated at the appropriate overtime rate.
- c) A Controller having primary involvement in an operating irregularity will not be scheduled to perform his or her operational duties on a shift during the same

day or on a shift where his or her majority of hours fall on the day of an interview.

#### 15.06 Restricted Information

The Employer agrees to treat live or recorded video and audio, computer readouts of ATC operations, and transcripts of audio recordings as restricted information, not normally available to the public unless required by law. However in cases where the Employer's legal counsel has determined that there will be no Employer involvement in any subsequent civil litigation the Employer may, after consultation with the Union, permit lawyers to make their own transcript under supervision.

#### 15.07 Participation in Operations Safety Investigations (OSI)

It is agreed that an operating controller will be named as a member of any the Employer operations safety investigation – level 2 or 3 to investigate an operating irregularity.

#### 15.08 Review of Tapes and Readouts

- a) A controller required to appear before any Employer inquiry, hearing or investigation shall, in the company of his or her representative if he or she so desires, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of ATC operations where available. In addition, the controller shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the controller being required to answer questions put to him or her by the Employer's representative.
- b) Where possible, the Employer shall permit a controller and his or her representative the same access set out in (a) above prior to a non-Employer inquiry, hearing or investigation with respect to an operating irregularity.

#### 15.09 Use of Recorded Information

The parties agree that recorded video and audio, computer readouts of ATS operations and transcripts of audio recordings are intended to provide a record of such communications for use in the monitoring of ATS operations and the investigation of operating irregularities, infractions, incidents or accidents. The parties further agree that as such, these recordings, readouts or transcripts are not normally intended to provide evidence before third parties, except that:

- a) The Employer may use such recordings, readouts and transcripts as evidence before third parties in disciplinary or non-disciplinary cases involving a controller's competency;

- b) In the event that the Employer wishes to use such recordings, readouts and transcripts before a third party pursuant to a) above, such recordings, readouts and transcripts shall be first reviewed with a National Representative of the Union; and
- c) Such recordings, readouts and transcripts may be used in the review of a controller's disciplinary or non-disciplinary competency.

#### 15.10 Operating Irregularity

- a) Where an operating irregularity occurs that could be the subject of an investigation, and where the circumstances that gave rise to the operating irregularity are not as a result of willful misconduct or gross negligence on the part of an air traffic controller, and where as a result of that operating irregularity the Employee's air traffic control license is suspended, excluding suspension of the Medical Certificate, by a regulatory agency, then the Employee shall suffer no loss of his or her normal pay for up to 30 calendar days, during such period of license suspension. It is acknowledged that the controller will be assigned other related duties during such period of suspension.
- b) No OSI report or information gathered in an OSI process shall be used for disciplinary purposes.
- c) If an irregular occurrence has taken place, managers shall immediately arrange for the removal, from operational duties, of any controller directly involved in the occurrence until the circumstances have been fully examined.
- d) Removal from operational duties is mandatory and is always applicable except where it is immediately clear and obvious to both the controller and the manager that the incident was caused solely by external influences and that the full responsibility rests elsewhere. This action shall be taken without prejudice and shall not be considered as punitive or disciplinary.

#### 15.11 Legal Representation

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

- a) In the circumstances outlined above:
  - i) if the Employee so desires, the Employee may select legal counsel of his or her choice and the legal fees for such representation shall be borne by the Employee;
  - ii) in the event that a conflict of interest arises, the Union and/or the Employee may select legal counsel of their choice to represent the Employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the Employee or does not ascribe fault or blame to the Employee, the Employer will reimburse the Union and/or the Employee for all reasonable legal fees.
- b) A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

## ARTICLE 16

### HOURS OF WORK

#### 16.01 Hours of Work

- a) Forty (40) hours per week shall constitute the workweek.
- b) The hours referred to in (a) above, are inclusive of a mandatory fifteen (15) minute briefing period in which the Employee shall prepare himself or herself to assume his or her duties prior to the commencement of each shift.
- c) Nothing in this Article 16 shall be construed as guaranteeing minimum or maximum hours of work.

#### 16.02 Schedules of Work

- a) The Employer shall post a schedule of hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis.
- b) When an Employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked on the day it commenced.

#### 16.03 Changes to Schedules of Work

- a) Provided that sufficient advance notice is given, and with the approval of the Employer, equally qualified Employees may exchange shifts if there is no increase in cost to the Employer.
- b) The Employer may change an Employee's scheduled hours of work by providing the Employee with five (5) calendar days' notice in advance of the starting time of the change. Where this notice is not provided:
  - i) The Employee shall be compensated at the overtime rate for the first full shift worked on the new schedule with subsequent shifts worked on the new schedule being compensated at the Employee's regular hourly rate, subject to the overtime provisions of this Agreement.
  - ii) The Employee shall retain two of their previously scheduled days of rest immediately following the change or, if worked, such days shall be compensated at the overtime rate.

#### 16.04 Meal and Relief Breaks

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

### ARTICLE 17

#### PAY

- 17.01 Except as provided in this Article, the terms and conditions governing the application of pay to Employees are not affected by this Agreement.
- 17.02 An Employee is entitled to be paid for services rendered at the pay specified in Appendix "B" for the Employee's substantive classification.
- 17.03 Beginning on January 1, 2018, wages shall be adjusted annually (effective January 1 of each year of this Agreement) based on the percentage increase in the annual average index of the Consumer Price Index for Canada, All Items (not seasonally adjusted), published in Statistics Canada Catalogue no. 62 001 XPB, Table 1, plus 0.25%.

The escalation % = (Sum of indices for the 12 months ending December 31 immediately prior to the start of the applicable contract year divided by Sum of Indices for the 12 months ending the previous year - 1) x 100



Such economic increases will likely be made retroactively when the final CPI figures for the previous year are known.

- 17.04 Where an Employee, through no fault of his or her own, has been overpaid, the Employer 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 the Employer that the stated recovery action will create a hardship, arrangements will be made by the Employer to limit recovery action to not more than ten percent (10%) of the Employee's pay each pay period until the entire amount is recovered.
- 17.05 The \$1,000 signing bonus for this renewal shall be paid to each member in January of 2018. The payment will only apply to members of the bargaining unit as of October 19, 2017.

#### ARTICLE 18

##### SUPERVISORY DIFFERENTIAL

- 18.01 An Employee required to act in a supervisory position for one day or more shall, while so engaged, be paid at a rate equal to his or her regular rate of pay plus an additional five percent (5%) thereof.

#### ARTICLE 19

##### AIR TRAFFIC CONTROL PREMIUM

- 19.01 On January 1<sup>st</sup> of each year of this Agreement, the Employer will provide an Air Traffic Control Premium in the amount indicated in Appendix H to Employees then occupying a position requiring a current air traffic control license (and one-half the amount for Employees not occupying such position) and who have remained employed with the Employer throughout the preceding calendar year. The ATC Premium will be prorated for such Employees who are seasonally employed and remained employed throughout their term and for such Employees who attained a license during the preceding year. Employment as of January 1<sup>st</sup> is required for all but seasonally employed Employees, and those who are not then employed have no entitlement to a premium, prorated or otherwise. The ATC Premium is pensionable.

## ARTICLE 20

## OVERTIME

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

20.02 a) An Employee shall be paid for overtime worked by him or her at:

- i) time and one-half (1 ½); or
- ii) double (2) time for each hour of overtime worked after sixteen (16) hours worked in any twenty-four hour period or for hours worked in excess of regularly scheduled hours on the Employee's first day of rest and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday.

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

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

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 vacation year, the unused portion will be paid off at the appropriate overtime rate.

- b) Where an Employee works in excess of the regularly scheduled hours of work on a day that is a holiday, the Employee shall be paid at two (2) times his or her straight-time hourly rate for all hours worked in excess of his or her regularly scheduled hours.
- c) When an Employee works overtime on a day of rest and where such overtime assignment does not commence and end on the same day, such assignment shall be considered for all purposes to have been entirely worked on the day it commenced.

- 20.03 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. An Employee who is offered an opportunity to work overtime but declines it shall, for the purpose of future assignments, be deemed to have worked the time offered. An overtime list shall be maintained and zeroed out twice per year.
- 20.04 Except in an emergency, no Employee shall work more than twelve (12) consecutive hours or more than nine (9) consecutive days.
- 20.05 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.

## ARTICLE 21

### CALL-IN

#### 21.01 Entitlement

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

- a) Compensation for time worked at the applicable overtime rate,

or

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

#### 21.02 Mileage

An Employee entitled to compensation under Article 21.01 shall also be entitled to mileage pursuant to Appendix "F".

## ARTICLE 22

## SHIFT PREMIUMS

## 22.01 Weekend Premium

An Employee will receive a weekend premium of one dollar (\$1.00) per hour for every hour worked of a regular or overtime shift that begins on a Saturday and/or Sunday. Overtime hours worked on a Saturday and/or Sunday are also subject to the weekend premium.

## ARTICLE 23

## TRAVEL

## 23.01 Method of Travel, Accommodations and Travel Expenses

When an Employee is required by the Employer to travel, the Employee's method of travel, accommodations and expenses shall be determined, arranged and reimbursed in accordance with the Employer's General Administrative Instructions pertaining to business travel.

## 23.02 Traveling Time

Traveling time for which an Employee shall be compensated is as follows:

- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the Employee's place of residence or work place, as applicable, direct to the Employee's destination and, upon the Employee's return, direct back to the Employee's residence or work place;
- c) In the event that an alternate time of departure and/or means of travel is requested by the Employee, the Employer may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Employer's original determination.

## 23.03 Compensation for Travel Time

- a) On a normal working day on which the Employee travels but does not work, the Employee shall receive his or her regular 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 regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
  - ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- c) On a day of rest or on a designated paid holiday, the Employee shall be paid at the applicable overtime rate for hours traveled to a maximum of eight (8) hours' pay at the straight-time rate of pay.
- d) An Employee will not be paid in respect of a scheduled day of rest on which he or she is not travelling, working or attending a course, training session, conference or seminar.
- e) Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the Employee is required to attend by the Employer.

## ARTICLE 24

## SICK LEAVE

24.01 An Employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which that Employee receives pay for at least eighty (80) hours.

24.02 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.

- 24.03 Unless otherwise informed by the Employer before or during the period of illness or injury that a certificate from a qualified medical practitioner, licensed chiropractor, dentist, dental surgeon or orthodontist will be required, a statement signed by the Employee stating that because of this illness or injury the Employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 24.02(b):
- a) if the period of leave requested does not exceed five (5) days or three (3) shifts if the Employee works shiftwork,
- and
- b) if in the period from January 01 to date, the Employee has not been granted more than ten (10) days, or seven (7) shifts if he or she works a shift pattern, of sick leave wholly on the basis of statements signed by the Employee.
- 24.04 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.
- 24.05 Where the Employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 24.02, sick leave with pay may, at the discretion of the Employer, be granted for a period of up to one hundred and twenty (120) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 24.06 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.
- 24.07 The Employer agrees that in the event of an Employer-initiated release for incapacity by reason of ill health, an Employee may exhaust any remaining accumulated sick leave credits prior to his or her release.

## ARTICLE 25

### INJURY ON DUTY LEAVE

- 25.01 When an Employee sustains an injury that is compensable under the **Workplace Health, Safety and Compensation Act** (Newfoundland and Labrador), the Employee shall be granted injury on duty leave and be paid compensation to the extent of earnings loss payable under the **Workplace Health, Safety and Compensation Act** (Newfoundland and Labrador) provided that:

- a) The Employer receives written confirmation that a claim has been filed with and has been granted by the Workplace Health, Safety and Compensation Commission; and,
- b) The Employee agrees to direct the said Commission to remit to the Employer any amount otherwise payable to the Employee in respect of the injury and further agrees to remit to the Employer any other amount payable to the Employee in respect of such injury, provided that the Employer is not entitled to receive any amount stemming from a personal disability policy for which the Employee or the Employee's agent has paid the premium, and further provided that the total amount recovered by the Employer does not exceed the compensation payable by it under this Article.

## ARTICLE 26

### OTHER LEAVE WITH OR WITHOUT PAY

#### 26.01 General Provisions for Leave Request

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

#### 26.02 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as father, mother, foster parent, grandparent, grandchild, 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, step relatives and relative(s) 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 five (5) consecutive calendar days which includes 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. When circumstances dictate, the period may be split into four consecutive calendar days and a fifth day deferred to a later date to allow an Employee to attend an interment service. In addition, the Employee may be granted up to a total of three (3) days' leave with pay for the purpose of travel related to the death.

- b) An Employee is entitled up to one (1) day's bereavement leave with pay for the purpose related to the death of the Employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew.
- c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 26.02(a) and (b).

### 26.03 Maternity Leave Without Pay

#### Entitlement

- a) Subject to the medical licensing requirements for air traffic controllers, an Employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.
- b) The Employer may require an Employee to submit a medical certificate certifying pregnancy.
- c) An Employee who has not commenced maternity leave without pay may elect to use earned vacation leave, lieu days and compensatory leave credits up to and beyond the date that her pregnancy terminates.
- d) An Employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to her pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### Return to Work

- f) After completion of six (6) months' continuous employment, an Employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan (SEB).



- g) An applicant under clause 26.03(f) shall sign an agreement with the Employer, providing:
  - i) That she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay.
  - ii) That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- h) Should the Employee fail to return to work as per the provisions of clause 26.03(g)(i) and (ii) for reasons other than death or lay-off, the Employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

#### Supplementary Employment Benefit Plan

- i) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
  - i) where an Employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity benefits, an allowance of ninety-three per cent (93%) of her weekly rate of pay for this one (1) week waiting period less any other monies earned during this period, and
  - ii) up to a maximum of sixteen (16) additional weeks' payment equivalent to the difference between the EI benefits the Employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the Employee would have been eligible if no extra monies had been earned during this period.
  - iii) for a full-time Employee, the weekly rate of pay referred to in this clause shall be the weekly rate of pay for her substantive position on the day immediately preceding the commencement of the maternity leave, and
  - iv) where an Employee becomes eligible for an annual increment or an economic adjustment during the benefit period, payments under this clause shall be adjusted accordingly.

#### Medical Fitness

- j) In the event that an Employee is assessed medically unfit due to pregnancy, prior to the termination of her pregnancy, the Employer will give every reasonable consideration to assigning non-operational duties to that employee for which she is qualified.

#### 26.04 Leave Related to Birth or Adoption

The Employer shall grant to an Employee one (1) day's leave with pay for needs directly related to the birth or to the adoption of the Employee's child. This leave may be divided into two (2) periods and granted on separate days.

#### 26.05 Marriage Leave

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

#### 26.06 Leave With or Without Pay for Other Reasons

- a) At the discretion of the Employer, leave with pay may be granted when circumstances not directly attributable to the Employee, including illness in the immediate family, as defined in Article 26.02, prevent reporting for duty. Such leave shall not be unreasonably withheld.
- b) Leave without pay for purposes other than those specified in this Agreement may be granted subject to operational requirements.

#### 26.07 Court Leave With Pay

- a) 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:
  - i) to be available for jury selection;
  - ii) to serve on a jury;or
  - iii) by subpoena or summons to attend as a witness in any proceeding held:
    - 1) in or under the authority of a court of justice or before a grand jury;
    - 2) before a court, judge, justice, magistrate or coroner;
    - 3) 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 or her position;

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

or

- 5) 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.

- b) Employees on a day of rest shall receive compensation at the straight time rate for attending subpoenaed inquiries related to an Employee's work duties, less any witness fees received. If subpoenaed by the Employer, Employees will be compensated in accordance with the overtime article. Employees on a day of rest shall not be entitled to compensation when subpoenaed by the Union.

#### 26.08 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

An Employee shall be granted leave without pay for the care and nurturing of the Employee's pre-school age children (including the children of the Employee's spouse) in accordance with the following conditions:

- a) an Employee shall notify the Employer in writing ten (10) 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 eight (8) weeks;
- c) the total leave granted under this clause shall not exceed five (5) years during an Employee's total period of employment with the Employer;
- d) leave granted under this clause for a period of more than twelve (12) 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.

Effective April 1, 2008 the minimum period of leave in (b) above shall increase to nine (9) weeks.

#### 26.09 Parental Leave Without Pay

- a) An Employee who intends to request parental leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth or adoption of the Employee's child.
- b) An Employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth or adoption and subject to sections (c) and (d) of this clause, shall be granted either:

Standard parental leave without pay for a period of up to thirty-five (35) weeks beginning on the date of childbirth or adoption (or at a later date requested by the Employee) and ending not later than fifty-two (52) weeks after the week of childbirth or adoption; or

Extended parental leave without pay for a period of up to sixty-three (63) weeks beginning on the date of childbirth or adoption (or at a later date requested by the Employee) and ending not later than seventy-eight (78) weeks after the date of childbirth or adoption.

- c) The Employer may:
  - i) defer the commencement of parental leave without pay at the request of an Employee;
  - ii) require an Employee to submit a birth certificate or adoption record of the child.
- d) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- e) Leave granted under this clause shall be counted for the purpose of calculating severance pay and vacation leave entitlements. Time spent on such leave shall be counted for pay increment purposes.

## ARTICLE 27

### VACATIONS

27.01 An Employee who has earned at least eighty (80) hours' pay for each month of a vacation year shall earn vacation leave at the following rates:

- a) 120 hours per vacation year if the Employee has completed less than 5 years of continuous employment;

- b) 160 hours per vacation year if the Employee has completed 5 years of continuous employment;
  - c) 200 hours per vacation year if the Employee has completed 15 years of continuous employment;
  - d) 240 hours per vacation year if the Employee has completed 25 years of continuous employment;
- 27.02 An Employee who has not received at least eighty (80) hours' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clauses 27.01 for each calendar month for which he or she receives at least ten (10) days' pay.
- 27.03 An employee is entitled to utilize earned vacation leave with pay during his or her first six (6) months of continuous employment, subject to training and other operational requirements.
- 27.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an Employee's vacation leave during the vacation year it is earned. Where in any vacation 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 vacation year.
- 27.05 Employees shall take vacation leave on the basis of the schedule being worked.
- 27.06 a) The vacation year extends from January 1 to December 31 and vacation may be scheduled by the Employer at any time during this period.
- b) Consistent with efficient operating requirements, the Employer shall make every reasonable effort to schedule:
- i) vacation leave in a manner acceptable to the Employee;
  - ii) vacation leave in the vacation year in which it is earned;
  - iii) vacation leave over at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the Employee as soon as possible after January 1<sup>st</sup> but not later than March 1<sup>st</sup>;
  - iv) vacation leave affecting one workweek or less on a basis other than that specified in (b) above, if the Employee gives the Employer at least five (5) days' advance written notice. For the purposes of this sub-paragraph, "workweek" means a complete set of contiguous days of regular work surrounded by scheduled rest days.

- c) It is agreed by the parties, in accordance with the intent of Article 27 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 and the Employer may agree to carry forward into the next vacation year unused vacation up to a maximum of eighty (80) hours 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 hours 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 hours 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.
- 27.07 Where, in respect of any period of vacation leave, an Employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated for use at a later date.
- 27.08 Where an Employee dies or otherwise terminates his or her employment after a period of continuous employment of not more than six (6) months, the Employee or the Employee's estate shall be paid an amount equal to the earned but unused vacation leave.
- 27.09 Subject to 27.10, where an Employee dies or voluntarily terminates his or her employment or is terminated from employment after a period of continuous employment of more than six (6) months, the Employee or the Employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the straight-time rate of pay applicable to the Employee immediately prior to the termination of the Employee's employment.
- 27.10 An Employee whose employment is terminated by reason of a declaration that the Employee abandoned his or her position is not entitled to receive the payment referred to in 27.09, unless the Employee requests it within six (6) months following the date upon which the Employee's employment is terminated.

### 27.11 Recall from Vacation Leave

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

- a) in proceeding to the Employee's place of duty,

And

- b) in returning to the place from which the Employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled, after submitting such accounts as are normally required by the Employer.

27.12 The Employee shall not be considered as being on vacation leave during any period in respect of which the Employee is entitled under clause 27.11 to be reimbursed for reasonable expenses incurred by him or her.

- 27.13
- a) The Employer agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks' notice is received from the Employee in advance of the day payment is required.
  - b) Provided an Employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure and shall consist of an estimated 120, 160, 200 or 240 hours 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 28

## HOLIDAYS

## 28.01 Designated Holidays

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.

## 28.02 Holiday on Day of Rest

When a day designated as a holiday under 28.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first scheduled working day following his or her day of rest.



### 28.03 Work on Holiday

When an Employee works on a holiday the Employee shall be granted, in addition to the pay he or she would have received had he or she not worked on the holiday, one of the following at the Employee's sole option:

- a) one and one-half (1 1/2) times his or her straight-time hourly rate for all regularly scheduled hours worked by him or her on the holiday

or

- b) leave with pay at another mutually agreed date or dates in lieu of the overtime pay to which he or she would have been otherwise entitled. Such leave which cannot be scheduled before the end of the fiscal year shall be paid out at the rate of pay in effect at that time.

### 28.04 Absence on Qualifying Days

- 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.
- c) An Employee who is sick on a designated holiday on which he or she is scheduled to work will be deemed to have availed of the holiday and not sick leave.

## ARTICLE 29

[Reserved for Future Use]

## ARTICLE 30

### LICENSING

### 30.01 Licensing Fees

- a) The Employer shall reimburse an Employee for his or her payment of fees incurred in obtaining and maintaining a Medical Certificate or its replacement,

including but not limited to electrocardiograms, specialists' results and X-Rays, provided the Employee requires a Medical Certificate for the performance of his or her duties.

- b) Operational requirements permitting, an Employee is protected against any loss of normal pay in order to undergo such examinations including reasonable expenses for necessary travel outside of Happy Valley-Goose Bay.

### 30.02 Continuation of Employment where Medical Lost

Should the opportunity exist, the Employer shall give all reasonable consideration to continued employment with the Employer of a Controller who loses his or her license for medical reasons.

### 30.03 Delays in Receipt of Medical Certificate

Where there are delays, not attributable to the Employee, in the receipt of a controller's Medical Certificate a controller will not suffer any loss of normal pay provided that the Controller:

- a) successfully undergoes all the required medical examinations for renewal of his or her Medical Certificate; and
- b) produces proof to his or her supervisor prior to the first working day following the expiry date of his or her Medical Certificate that such examinations were successfully undertaken; and
- c) notifies management, in writing, between twenty-five (25) and fifteen (15) days prior to the expiration of his or her Medical Certificate extension of any delay in the receipt of his or her new Medical Certificate so that corrective action may be taken. In the event that the controller is on approved leave during the period above, he or she will normally provide this notification to management prior to proceeding on such leave.

It is understood that notwithstanding the above, the Controller shall make every reasonable effort to secure the Medical Certificate.

- 30.04 Employees are required to immediately notify the Employer if they receive any information from Transport Canada, the Regional Aviation Medical Officer (RAMO) and/or a Civil Aviation Medical Examiner (CAME) that might restrict or effect their medical certificate or ability to control air traffic

## ARTICLE 31

## SENIORITY

## 31.01 Seniority

Seniority shall be defined for all purposes as the length of continuous service in the Bargaining Unit, except as otherwise specified in this Article.

## 31.02 Acquisition of Seniority

An Employee shall not acquire seniority until such time as he or she has successfully completed the probationary period.

## 31.03 Calculation of Seniority

- a) Subject to the successful completion of the probationary period, seniority shall be calculated from the most recent date on which the Employee joins the Bargaining Unit.
- b) An Employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, absence due to medical reasons, lay off until the right of recall expires, paid leaves of absence, unpaid authorized union leave, care and nurturing leave, maternity and parental leave. In the case of other unpaid authorized leave of absence, seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.
- c) In the event of Employees having identical seniority, the tie will be broken by random draw.

## 31.04 Loss of Seniority and Employment

Seniority shall be lost and employment shall cease when an Employee:

- a) resigns or retires;
- b) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;
- c) fails, without valid reason, to return to work from an authorized leave of absence for a period of three (3) consecutive days following the expiry of such leave;
- d) is terminated pursuant to Articles 32.06, 32.07 or 32.08;
- e) is laid off and elects to receive severance pay pursuant to Article 33.05(b);

- f) is laid off and elects to retain recall rights, but is not recalled within a period of twelve (12) months from the date of lay off;
- g) on the recall list fails, without valid reason, to report to work in his or her job classification within three (3) days following the sending of a written notice of recall to the Employee's last known address and a copy to the Union;
- h) is re-employed with the Employer pursuant to an offer made under Article 33.08.

### 31.05 Seniority List

The Employer shall prepare a seniority list in accordance with this Article 31 and provide the list to the Union, while making it readily accessible to all Employees in the Bargaining Unit, within ninety (90) days of the signing of the Collective Agreement. Any proposed change to the seniority of an Employee on the seniority list must be submitted to the Employer by or on behalf of the Employee affected within the following ninety (90) days. A final list shall be prepared and agreed upon and shall form the basis for subsequent seniority lists. The Employer shall provide the Union with a revised list every six (6) months thereafter.

- 31.06 Any loss of seniority (other than removal from the seniority list altogether) in accordance with this Article 31 shall be indicated on the seniority list by adjusting the Employee's seniority date to reflect the amount of time lost.

## ARTICLE 32

### TRAINING, QUALIFICATIONS, PROBATION AND ASSESSMENT

- 32.01 The Employer shall determine the qualifications and training requirements for positions in the Bargaining Unit and the means and methods by which training may be given. Consistent with such determinations and the resources available to the Employer, the Employer will provide Employees with opportunities for on-the-job training and instruction as may be necessary for them to attain and maintain the qualifications required of the position for which they were hired. Employees will avail of the training and instruction opportunities presented by the Employer
- 32.02 ATC Trainees will not work longer than 8 consecutive hours during check-out.
- 32.03 Employees shall be subject to a probationary period determined as set out in Schedule "C":
- 32.04 Without limiting the Employer's rights respecting probationary Employees, the probationary periods set out in Article 32.03 may be extended on such terms and

for such duration as the Employer, the Union and the affected Employee may jointly agree.

32.05 In addition to the applicable probationary period, an Employee who is appointed as Lead shall be subject to a further period of assessment lasting until the date that is three (3) months after the date of his or her appointment. At any time during this assessment period, at the discretion of the Employer, the appointment may be discontinued and the Employee returned to his or her previous classification.

32.06 Without limiting the Employer's rights respecting Employees subject to assessment, the assessment period set out in Article 32.05 may be extended on such terms and for such duration as the Employer, the Union and the affected Employee may jointly agree.

32.07 The permanent loss of a qualification required for an Employee's classification shall constitute cause for the termination of that Employee's employment. Such Employees shall have the option of:

- a) Accepting termination from the Employer and severance pay as outlined in Article 33.07; or,
- b) Electing to avail of priority for employment pursuant to Article 33.08.

Such Employees shall not be entitled to recall rights in respect of their job classification. The seniority of such Employees shall be lost upon the acceptance of severance pay or upon re-employment with the Employer pursuant to an offer made under Article 33.08.

32.08 Employees voluntarily accepting a new Bargaining Unit position will be subject to an assessment period equivalent to the periods set out in Schedule "C", during which the Employer may terminate the Employee's employment for competency related to the new position.

32.09 Where the Employer elects to terminate an Employee's employment on the grounds set out in Articles 32.07, the Employee shall have the option of:

- a) Accepting termination from the Employer and severance pay as outlined in Article 33.07; or,
- b) Electing to avail of priority for employment pursuant to Article 33.08.

Such Employees shall not be entitled to recall rights in respect of their job classification and their seniority shall be lost upon the acceptance of severance pay or upon re-employment with the Employer pursuant to an offer made under Article 33.08.

- 32.10 The Employer may, in its sole discretion, offer to provide an Employee with training opportunities unrelated to the position for which they were hired. Without limiting the generality of the foregoing, such offers may:
- a) Stipulate whether the training period will be with or without pay;
  - b) Stipulate the expenses that will and will not be covered during the training period;
  - c) Stipulate whether the Employee will or will not have the ability to return to his or her pre-training classification;
  - d) Stipulate the nature of any obligation of the Employee to return to the Employer for a period of further employment upon the completion of training; and/or
  - e) Stipulate the nature of any obligation to re-pay salary or expenses in the event that training is discontinued or unsuccessful, the Employee fails to attain necessary qualifications, or the Employee otherwise fails to complete any period of further employment.

### ARTICLE 33

#### LAYOFF, RECALL AND SEVERANCE

- 33.01 The parties agree that job security shall increase with length of service and that in the event of a lay off that exceeds or is expected to exceed two (2) weeks, the following shall apply:
- a) Seasonal Employees and Employees employed less than thirty (30) days will receive two (2) days' notice of lay off or pay in lieu of notice.
  - b) In the event of layoffs arising from amendments to the contract between the Employer and Public Works and Government Services Canada executed March 25, 1998, or subsequent contracts between those parties, the Employer undertakes to give Employees the same notice of lay off as is received from Public Works and Government Services Canada. In the event of a partial or total closure of the Employer's air traffic control section, the parties will establish a joint planning committee to look at the issues set out in section 221 of the *Canada Labour Code*. In the event that an amendment to the said contract results in the layoff of 50 or more employees including Bargaining Unit Employees, the Employer agrees to provide 16 weeks' notice pursuant to section 212 of the *Canada Labour Code*.
  - c) In circumstances other than those set out in (a) and (b) above, full-time and part-time Employees will receive notice of lay off or pay in lieu of lay off as follows:

- i) Employees with thirty (30) days to one (1) year of service – fifteen (15) days
- ii) Employees with more than one (1) year of service – thirty (30) days

33.02 Layoffs shall be based upon the following factors;

- a) seniority, applied on the basis of job classification;
- b) qualifications and ability.

Where Employees subject to lay off are relatively equal with respect to the criteria in b) above, seniority applied on a job classification basis will govern. “Job classification” refers to one of the following groups:

Ground Controllers  
Tower Controllers  
Terminal Controllers  
PAR Controllers  
All other positions

In the event that the application of the foregoing criteria results in a lay off out of the order of seniority, the Employer agrees to consult with the Union in an effort to retain the senior Employee in its workforce, subject to other collective bargaining obligations, or find alternate employment.

33.03 The Employer will provide notice to the Union to coincide with notice to Employees as set out in Article 33.01 above. Such notice will indicate the number of Employees to be laid off and the reasons for the layoff.

33.04 The notice provisions of this Article do not apply in the event of acts of God, unforeseen circumstances or climatic and economic conditions beyond the foreseeable control of the Employer.

33.05 Employees subject to lay off shall have the option of:

- a) Accepting lay off and retaining the right of recall for up to twelve (12) months; or,
- b) Accepting termination from the Employer at the end of the notice period, waiving the right to recall, and accepting severance pay as outlined in Article 33.07.

33.06 Employees who have been laid off and have not accepted severance pay shall be entitled to recall into their job classification in inverse order of lay off for a period

of twelve (12) months from the date of lay off. Upon expiry of the recall period, an Employee who has not been recalled shall receive severance pay as outlined in Article 33.07.

- 33.07 For the purposes of Articles 33.05(b) and 33.06 above, Employees shall receive severance pay based on two (2) weeks' pay for the first complete year of service, plus one week's pay for each additional year of service with the Employer, with a maximum benefit of thirty (30) weeks' pay. Length of service is to be determined as of the date of lay off. Part years are to be prorated. Severance pay shall be calculated based on the hours in the Employee's work week, pursuant to Article 16.01, and the Employee's regular rate of pay as of the date of lay off.
- 33.08 Subject to the collective bargaining rights of other employees of the Employer, a laid off Employee electing to retain the right of recall shall, during the recall period set out in Article 33.06, also be given priority for employment in respect of positions the Employer has decided to fill and for which the Employee has the necessary skills, abilities, qualifications and experience. Employees having an interest in such employment must, before the date of lay off, (i) provide the Employer with an updated resumé outlining his or her skills, abilities, qualifications and experience and (ii) identify the types of positions for which he or she wishes to be considered. The Employer will only consider an Employee for the position(s) he or she identifies. In its assessment of an Employee's skills, abilities, qualifications and experience the Employer is not obliged to consider information other than that contained in the Employee's resumé. Where two or more laid off Employees are relatively equal with respect to skills, abilities, qualifications and experience, the position will be awarded to the Employee having the most seniority. An Employee accepting a position offered during the recall period will not be entitled to severance pay.
- 33.09 In addition to the rights and benefits set out in this Article 33, the Employer undertakes to assist laid off Employees in a search for alternate air traffic control employment by providing them with information of which it is or becomes aware respecting such opportunities with the Employer's corporate affiliates or other employers. Employees having an interest in such employment must advise the Employer of same on or before the date of lay off. The Employer will provide such information for a period of twelve (12) months from the date of lay off unless the Employee advises the Employer that it he or she is no longer interested in receiving it.

#### ARTICLE 34

[Reserved for future use.]

#### ARTICLE 35



## PENSIONS

- 35.01 Full-time, part-time and seasonal Employees are eligible to join the Employer's registered defined contribution pension plan.
- 35.02 Employees participating in the pension plan must contribute a minimum of 1% of base salary and the Employer will match Employee contributions of base salary as follows:
- a) Up to 9 years of service, to a maximum of 4% of the Employee's base salary;
  - b) After 9 years of service, to a maximum of 5% of the Employee's base salary.
- 35.03 The Employer reserves the right, through consultation with the Union, to change the insurer underwriting the pension plan.

## ARTICLE 36

### WORKING CONDITIONS AND SAFETY

#### 36.01 Requirement for Safe and Healthful Working Conditions

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

## ARTICLE 37

### ILLEGAL WORK STOPPAGES

- 37.01 There shall be no strikes or lockouts, as defined in the Canada Labour Code, during the term of this Agreement.

## ARTICLE 38

### EMPLOYEE FILES

- 38.01 Upon written request of an Employee, his or her personnel file will be made available during normal business hours once per year for his or her examination in the presence of an authorized representative of the Employer.

## ARTICLE 39

### OTHER BENEFITS

#### Group Benefit Plan

- 39.01 It is mandatory for eligible full-time, part-time and seasonal Employees to participate in the Employer's group benefit plan. Health and dental coverage may be optional if the eligible Employee can provide evidence of coverage under another plan.
- 39.02 The Employer will pay 100% of the premiums respecting dental, basic life, accidental death and dismemberment, weekly indemnity and medical travel coverage. Eligible Employees will pay 100% of the premiums respecting long term disability insurance. Premiums respecting health coverage will be paid 75% by the Employer and 25% by the Employee. Seasonal Employees and Employees on approved leaves of absence must continue to pay their portion of premiums to maintain coverage.
- 39.03 It is acknowledged that the group benefit plan is provided through and in accordance with the terms and conditions of an insurance policy or policies and that the Employer reserves the right to alter, re-balance or renegotiate provisions of the plan with insurance underwriters. However, the Employer agrees to make every reasonable effort to maintain the current level of benefits.
- 39.04 Medical Travel Benefits
- a) Medical travel coverage will pay for the following expenses for eligible employees, their spouses and dependents upon referral elsewhere in the Province or in Canada by a qualified medical practitioner for treatment not available in the local area, and the round trip is 1000 road Kilometres or more.
    - Travelling expenses for the person requiring the treatment and one companion if recommended by the attending doctor. Expenses incurred by companions will be charged against the usage of the person requiring treatment. Benefits are limited to either round trip economy class travel or automobile fuel expenses. Taxicab, car rental charges and automobile repair charges are not covered.

- Lodging expenses for the person requiring the treatment and one companion. Benefits are limited to moderate quality accommodation for the area in which the expense is incurred. Telephone and meal expenses are not covered.
- b) Coverage for all eligible employees, their spouses and their dependents will be capped at a maximum of \$5,750 per person for the life of this agreement (calculated based on \$1,150 per year). A family of two or more eligible persons may elect once during the life of this agreement to combine the individual sums of two people in that family into a combined total of \$11,500 for those same two persons and for both of them to make claims under the plan on that shared basis; such election is final.

#### Leave Travel Assistance

- 39.05 All permanent full-time, part-time and seasonal Employees are entitled to leave travel assistance in accordance with the terms and conditions applicable to travel and leave benefits set out in Appendix “D”.

#### Performance Incentive Fee

- 39.06 All permanent full-time, part-time and seasonal Employees are entitled to share the Performance Incentive Fee Award, granted to the Employer by the Department of National Defence, in accordance with the terms and conditions set out in Appendix “E”.

#### Relocation Benefits

- 39.07 The Employer may, in its sole discretion, make financial assistance available to persons having to relocate to Happy Valley-Goose Bay to commence employment in a Bargaining Unit classification.

## ARTICLE 40

## NEW JOB CLASSIFICATIONS

- 40.01 If, during the term of this Agreement, the Employer establishes and implements a new job classification within the Bargaining Unit, the Employer shall negotiate with the Union respecting the rate of pay applicable to such new job classification. The Employer may apply an interim rate until negotiations are concluded with full retroactivity should the negotiated rate be higher than the interim rate.

## ARTICLE 41

## LANGUAGE OF NEGOTIATION

- 41.01 English shall be the language of negotiation used by the parties.
- 41.02 Copies of the collective agreement shall be prepared in English.

## ARTICLE 42

[Reserved for future use.]

## ARTICLE 43

## APPLICATION, DURATION, MODIFICATION

- 43.01 The provisions of this Agreement apply to the Union, Employees and the Employer.
- 43.02 This Agreement shall be in effect January 1st, 2018 and shall continue in full force and effect until its expiry date on December 31st, 2022. Either party hereto may serve notification in writing to re-open this Agreement, such notification to be served not earlier than One-Hundred and Twenty (120) calendar days and not later than Sixty (60) calendar days prior to the expiration date. Bargaining must commence within 30 days of either party giving notice. The Agreement shall remain binding until its expiry date

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at the Town of Happy Valley-Goose Bay, in the Province of Newfoundland and Labrador, this 16 day of October 2017.

**On behalf of the Union:**



Peter Duffey

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Ian Thomson

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Dave Ottway

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**On behalf of the Employer:**




Tom Wheeler

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Wayne Wylie

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Jenny Winters

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APPENDIX "A"

LIST OF ARBITRATORS

James Oakley

John Roil

David Buffet

APPENDIX “B”

RATES OF PAY

	<b>1 Jan 2017 Note 6</b>	<b>1 Jan 2018 Note 7</b>	
<b>ATC LICENCE</b>			
ATC Manager	\$ 69.28	\$ 70.56	
PAR	\$ 41.12	\$ 41.88	
Tower	\$ 52.59	\$ 53.56	
Terminal	\$ 52.59	\$ 53.56	
Clearance Delivery (NOTE 1)	\$ 28.98	\$ 29.52	
Ab Initio Trainee while on course and undergoing basic training.	\$ 22.25	\$ 22.66	
PAR Trainee while undergoing on-the-job training during check out.	\$ 27.03	\$ 27.53	
Tower or Terminal AB Initio Trainee while undergoing on-the-job training during check out.	\$ 33.38	\$ 34.00	
Tower or Terminal Trainee who has previously held ATC licences issued by Transport Canada, ICAO or DND.	\$ 44.53	\$ 45.35	
<b>NON ATC LICENCE</b>			
WOC Supervisor	\$ 31.59	\$ 32.17	
WOC Assistant	\$ 26.81	\$ 27.31	
ATCA	\$ 23.65	\$ 24.09	
ATCA Trainee/Summer Student	\$ 17.73	\$ 18.06	
Person assigned to Lead position shall receive their hourly rate of pay plus 5%			
Note 1 - this posn was created in 2016 and union/Serco agreed with rate of \$28.50. PAR/Clearance Agreed to remove PAR (Clearance Delivery) at this time also.			
Note 6 - 2017 Annual Increase of 1.43% + 0.25% = 1.68%			
Note 7 - 2018 Annual increase of 1.60% + 0.25% = 1.85%			

## APPENDIX "C"

## PROBATION PERIODS

<b>Position</b>	<b>Employees who previously held an ATC licence at an ICAO facility</b>	<b>Other Employees</b>
Tower Controllers	Tower Qualification plus 3 months	Tower Qualification plus 6 months
Terminal Controllers	Terminal Qualification plus 3 months	Terminal Qualification plus 6 months
PAR Controllers	PAR Qualification plus 3 months	N/A
All other positions	N/A	3 months after the date the Employee joins Bargaining Unit



## APPENDIX "D"

## LEAVE TRAVEL ASSISTANCE

- D.01 All permanent full-time, part-time and seasonal Employees shall receive a travel allowance for the Employee, spouse and each eligible dependent.
- D.02 The allowance shall be paid to Employees in January of each year and is payable only to Employees of record on the first day of April each year.
- D.03 Full-time and part-time Employees shall receive \$1,740 for each employee and \$400 per eligible family member. Seasonal Employees shall receive an LTA that is pro-rated based upon the proportion of time worked to a full year.
- D.04 Where an Employee and his/her spouse are both employed by the Employer, each shall receive his or her travel allowance, but only one of them shall claim the benefit for their dependents.
- D.05 For the purposes of Leave Travel Assistance, the definition of dependent is:
- (a) A person under the age of eighteen (18) years residing full time with the Employee;
  - (b) A person under the age of twenty-four (24) years in full time attendance at an educational facility;
  - (c) A person who by reason of mental or physical disability is residing with the Employee;
  - (d) Legal wards of the Employee.
- All dependents must reside in the Upper Lake Melville area of Labrador.
- D.06 For the purpose of calculating this benefit, the following types of leave shall be considered as time worked:
- (a) Maternity and Parental Leave
  - (b) Injury on Duty and Workers Compensation Leave
  - (c) Paid Leave
  - (d) Any other period of unpaid leave for which the employee is entitled to accrue service under this Collective Agreement.

## APPENDIX "E"

## PERFORMANCE INCENTIVE FEE

The Performance Incentive Fee ("PIF") award is awarded by the Department of National Defence ("DND") based on the performance of the Employer and its employees as measured by DND observers.

The Employer and the Union agree to continue the current practice whereby the PIF award will be shared among the Employer and all permanent full-time, part-time and seasonal staff members, whether part of a bargaining unit or exempt, who are employed to carry out work as described in the Employer's contract with Public Works and Government Services Canada for the operation and maintenance of 5 Wing Goose Bay. Employees entitled to share the PIF award are employees of record on the date of payment that have completed their probationary period.

The individual awards for entitled employees will be calculated as follows:

$$\frac{\text{(Total PIF award)}}{2} \div \frac{\text{Number of entitled employees}}{2080} \times \frac{\text{Regular hours employed}}{2080} = \text{Individual Award}$$

If and when the Performance Incentive Fee is omitted from the PWGSC contract, then the Employer will consider and discuss with the Union an alternative incentive.

## APPENDIX "F"

## CALL-IN MILEAGE

The mileage payable under Article 21.02 is as follows:

<u>Employee's Place of Residence</u>	<u>Flat Amount Payable</u>
Base	\$2.50
MOT/Spruce Park	\$5.00
Valley	\$10.00
North West River or Sheshatshiu	\$40.00

## APPENDIX "G"

## ATC PREMIUM

<b>YEAR</b>	<b>LICENCED</b>	<b>NON-LICENCED</b>
2013	4100	2050
2014	4450	2225
2015	4450	2225
2016	4450	2225
2017	4450	2225
2018	4800	2400
2019	4800	2400
2020	4800	2400
2021	4800	2400
2022	4800	2400

LETTER OF UNDERSTANDING #1

Mr. Abe Rosner  
National Representative  
CATCA/CAW Local 5454

Dear Sir:

Re: Contract Amendments Affecting Air Traffic Control Section

This will confirm our agreement that the Employer and the Union will jointly approach Public Works and Government Services Canada ("PWGSC") and seek an amendment in the contract between PWGSC and the Employer whereby amendments affecting the air traffic control section will require longer notice.

Yours sincerely,

---

Alan Casey  
Site Manager  
Serco Facilities Management Inc.

Received and Accepted on behalf of  
CATCA/CAW Local 5454

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Abe Rosner  
National Representative

LETTER OF UNDERSTANDING #2

Mr. Ron Smith  
National Representative  
CATCA/CAW Local 5454

Dear Sir:

Re: OSCER

This will confirm our agreement that the Employer will send non-ATC personnel to all future OSCER courses and, when trained non-ATC personnel are available to take over OSCER duties, ATC personnel will not be required to perform this task.

Yours sincerely,

---

Alan Casey  
Site Manager  
Serco Facilities Management Inc.

Received and Accepted on behalf of  
CATCA/CAW Local 5454

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Ron Smith  
National Representative

LETTER OF UNDERSTANDING #3

Mr. Ron Smith  
National Representative  
CATCA/CAW Local 5454

Dear Sir:

Re: Evening Premiums

This will confirm our agreement that non-licensed employees who qualify for evening premiums under the criteria listed below, will receive the specified payments for each instance during the life of this Collective Agreement.

Evening Premium

An Employee working on a shift where half or more of the hours are regularly scheduled between 4:00 p.m. and 8:00 a.m. will receive an evening premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The evening premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

Yours sincerely,

---

Alan Casey  
Site Manager  
Serco Facilities Management Inc.

Received and Accepted on behalf of  
CATCA/CAW Local 5454

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Ron Smith  
National Representative

LETTER OF UNDERSTANDING #4

January 1, 2018

Mr. Gary Roach  
Vice President Atlantic  
CATCA/Unifor Local 5454

Dear Sir:

Re: Recreation/Fitness Allowance

The parties agree that employee participation in recreation and/or health and fitness programs is needed for the wellbeing of a healthy workforce. To this end, the Employer agrees to reimburse all employees the registration fees in such programs to a maximum of \$200.00 per year, upon the production of a receipt.

Yours sincerely,

\_\_\_\_\_  
Natasha McLean  
Site Manager  
Serco Canada Inc.

Received and Accepted on behalf of  
CATCA/Unifor Local 5454

\_\_\_\_\_  
Vice President Atlantic



LETTER OF UNDERSTANDING #5

January 1, 2018

Mr. Gary Roach  
Vice President Atlantic  
CATCA/Unifor Local 5454

Dear Sir:

Re: Vision Care

The Company agrees to reimburse employees one hundred dollars (\$100) once every two (2) years for a second pair of eyeglasses needed to correct vision which is necessary for them to perform their duties as required by their Medical Certificate for Air Traffic Control Licenses.

Employees will be required to provide a copy of the original detailed receipt for reimbursement.

Sunglasses with corrective lenses will not be eligible for reimbursement.

Yours sincerely,

---

Natasha McLean  
Site Manager  
Serco Canada Inc.

Received and Accepted on behalf of  
CATCA/Unifor Local 5454

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Vice President Atlantic

LETTER OF UNDERSTANDING #6

January 1, 2018

Mr. Gary Roach  
Vice President Atlantic  
CATCA/Unifor Local 5454

Dear Sir:

Re: Additional Leave Upon Contract Renewal

The company agrees to schedule one additional week of leave with pay (max 40 hours) for each employee in the bargaining unit during the life of this collective agreement. The leave will be scheduled at a mutually agreeable time, which does not result in any additional costs to the Employer. The union and the company agree that this additional leave shall have no cash surrender value. If the employee does not select leave dates prior to the expiration of the collective agreement on December 31, 2022, the leave shall be forfeited. Additional paid leave shall only be applicable to members of the bargaining unit as of October 19, 2017.

Yours sincerely,

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Natasha McLean  
Site Manager  
Serco Canada Inc.

Received and Accepted on behalf of  
CATCA/Unifor Local 5454

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Vice President Atlantic

LETTER OF UNDERSTANDING #7

January 1, 2018

Mr. Gary Roach  
Vice President Atlantic  
CATCA/Unifor Local 5454

Dear Sir:

Re: Humanitarian and Education Fund

Whereas both parties agree with the importance of continuing to provide humanitarian support and education opportunities for all employees, the employer hereby agrees to provide \$25,000.00 annually for the fund, to be distributed for humanitarian and educational purposes, as recommended through joint consultation.

If and when the Performance Incentive Fee is omitted from the PWGSC contract, then the Employer will consider and discuss with the Union an alternative incentive.

Yours sincerely,

---

Natasha McLean  
Site Manager  
Serco Canada Inc.

Received and Accepted on behalf of  
CATCA/Unifor Local 5454

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Vice President Atlantic