

APR. 1.2003 5:44PM HON GW ADAMS QC

NO. 181 P.3/3

IN THE MATTER OF A MEDIATION-ARBITRATION

BETWEEN:

THE CANADIAN FEDERAL PILOTS ASSOCIATION ("CFPA")

and

TREASURY BOARD

Mediator-Arbitrator: The Honourable George W. Adams, Q.C.

For CFPA:
Greg Holbrook
Ron Young
Dave Dixon
Guy Langevin
Gary Ertel
Deb Martin
Dave Granger
Bob Grant

For Treasury Board: Frank Jamieson
Laudalina Santos-Lanthier
Merlin Preuss
Steve Buckles
Daniel Verreault

The proceeding was conducted in Toronto on March 13, 14, 20 and 21, 2003

AWARD

The predecessor collective agreement expired on January 25, 2001. The parties engaged in a very difficult set of negotiations over two years involving unfair labour practice allegations, strike action and, ultimately, an agreement dated December 4, 2002 to submit various outstanding economic issues to mediation-arbitration.

Paragraph two of the December 4, 2002 agreement states:

The outstanding issues between the parties for which this dispute resolution process is being held are as follows:

- Compensation which includes, but may not be limited to, the following:
 - Wage rates for all classifications;
 - Extra duty allowances in both amount and applicability;
 - The difference between CAI-2 and CAI-3 wage rates;
 - The number of steps in the scale;
 - Recruitment and retention (method of payment and effective date);
 - Retroactivity.

I have had the benefit of the parties' extensive written submissions and their attendance before me in facilitated discussions. This latter four-day problem-solving and bargaining format provided for an extensive airing of their differences. Mediation-arbitration is intended as a very summary process to narrow a dispute and resolve it definitively by the mediator's determination where agreement is not possible.

Both parties participated in the process in good faith and have a much better understanding of each other's concerns and perspectives. Unfortunately, an agreement was not forthcoming. Accordingly, I must resolve all outstanding issues and my decision is as follows:

1. Restructure

- a) Effective January 26, 2001, all classifications shall be modified by adding a step to the top and removing the bottom step.
- b) Effective January 26, 2002, a step shall be added to the top of the CAI-2 classification and a step removed from the bottom;

- c) Effective January 26, 2003, a step shall be added to the top of the CAI-3 classification.

2. General Wage Increase

The following general wage increases shall be applied to salaries after each restructure provided for in paragraph 1 above:

- 3.2% - effective January 26, 2001
- 2.8% - effective January 26, 2002
- 2.5% - effective January 26, 2003



3. Allowances

- (a) (i) Letter of Agreement (99-4) shall be modified to become a numbered provision of the collective agreement and shall be further modified to describe the allowance as the "Aviation Aircrew Allowance" (AAA). This allowance shall no longer be described as terminable (i.e. paragraph 4 will be deleted).
- (ii) Effective January 26, 2001, the AAA shall be an annualized amount of \$4800 for all employees in the bargaining unit.
- (b) (i) Effective January 26, 2001, the Extra Duty Allowance shall be an annualized amount of \$6800 for all employees in the bargaining unit. Specifically, this allowance shall be extended to all ETP's and HPS's.


Other

4. I direct that the parties participate in a joint compensation study. The study is to be completed no later than nine (9) months from the date of this award. The parties shall jointly select a qualified consultant to undertake the study and a facilitator to assist at all points of "jointness". The consultant shall be paid for by Treasury Board. The parties shall agree on the consultant and to the terms of reference for the study. Should they be unable to agree in any respect, I shall resolve the differences by Final-Offer-Selection (FOS). The parties will jointly select and jointly pay for a facilitator or they may request that one be provided by the Federal Mediation Service (FMS) and Public Services Staff Relations Board (PSSRB). I shall resolve all differences in respect of the facilitator by FOS.

5. I direct the parties to establish an ongoing committee of senior representatives (one being a Treasury Board representative). The committee shall be called "The Relationship Committee" and it shall meet quarterly. This committee will identify the objectives of the relationship, the methods for achieving these objectives and the way in which the committee will monitor the performance of the relationship. The committee will have co-chairs. Either party may request the assistance of a facilitator to be jointly selected and jointly paid for by the parties or a party may make a request for facilitation services to FMS and PSSRB. I shall resolve all differences in respect of this paragraph by FOS.

6. I retain jurisdiction to resolve all differences concerning the meaning and implementation of this award in accordance with the terms of my original engagement.

Dated at Toronto this 31st day of March, 2003


The Honourable George W. Adams, Q.C.