

AGREEMENT

between

THE TREASURY BOARD OF CANADA

and

CANADIAN FEDERAL PILOTS ASSOCIATION

WHEREAS the Collective Agreement between the Treasury Board of Canada (herein after referred to as the "Treasury Board") and the Canadian Federal Pilots Association (hereinafter referred to as "CFPA") expired on 25 January 2001;

WHEREAS the Treasury Board and CFPA were unable to agree on terms for the renewal of said Agreement; and

WHEREAS a conciliation board was convened and issued a report on 9 June 2002, advising that it was "issuing a no recommendation report with respect to compensation." The "no recommendation" was made with the agreement of both parties; and

WHEREAS the parties themselves have, since the issuance of the conciliation board report, been unable to reach an agreement; and

WHEREAS the main issue in dispute remains that of compensation;

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THE PARTIES HERETO THEREFORE AGREE THAT:

1. The parties, The Treasury Board of Canada, hereinafter called the employer, and the Canadian Federal Pilots Association (CFPA) hereinafter called the Bargaining Agent; agree to _____ acting as sole interest arbitrator in the matter of an outstanding collective agreement for the AO group;

2. 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;

3. The parties are free to make whatever submissions they wish as to what the applicable facts and/or principles may be in arriving at that determination and the Arbitrator is free to give whatever weight he feels is appropriate to these in making his decision.

4. The parties will provide to the Arbitrator copies of all issues agreed to between them, which may include issues relating to compensation. Such agreed upon issues are not subject to determination or amendment by the Arbitrator;

5. The cost of the Arbitrator including any meeting rooms he requires shall be borne by the Employer. The parties will be responsible for the cost of their own meeting facilities;

6. The scheduling of the arbitration and the manner in which it will be conducted will be determined by the Arbitrator;
7. The Arbitrator shall make the sole determination, in consultation with the parties, as to time and place of meetings, including the submission of written briefs at his discretion. The Arbitrator shall also have the power to act as a mediator. The exercise of such power to mediate will not deprive him of the jurisdiction to arbitrate;
8. The representatives of the parties at arbitration shall be limited to the members of the negotiation committees who represented the parties in negotiating the renewal of the Collective Agreement which expired on 25 January 2001. At the request of either of the parties, the Arbitrator may, at his discretion, hear from expert witnesses;
9. The Arbitrator shall issue his award(s) at the latest on _____, 2003 unless this time limit is extended by mutual consent of the parties;
10. The award(s) of the Arbitrator shall be incorporated into the Collective Agreement in accordance with section 61(5) of the Public Service Staff Relations Act (PSSRA); and
11. Within three days following the execution of this document the CFPA will terminate all strike action against the Employer.

DATED at Ottawa, Ontario, this _____ day of _____, 2002.

Treasury Board of Canada

Canadian Federal Pilots Association (CFPA)

Issues to be addressed prior to arbitration agreement:

duration – three years;

hours of work, as attached;

letter from Mr. Elliott to Mr. Holbrook stating there will be no disciplinary action taken against any member of the CFPA for engaging in legal strike activity and further stating that Transport Canada management has been advised that pay deductions for strike activities are limited to actual strike time;

upon receipt of the above mentioned letter the union will withdraw it's Section 23 complaint against the Employer and advise the membership that these issues have been resolved.