

PROPOSALS

Regarding the

**Collective Agreement Between
The Treasury Board
and
The Canadian Federal Pilots Association**

Expiry Date: 25 January, 2001

Presented to Treasury Board

February 20, 2001

Introduction

Notwithstanding anything contained in this document, the Canadian Federal Pilots Association reserves the right to introduce, amend, withdraw its demands or to introduce counterproposals to the Employer's demands.

Proposal Issues

The Canadian Federal Pilots Association offers proposals relating to the following issues in addition to some proposed editorial amendments:

1. Change all references to the Aircraft Operations Group Association to read Canadian Federal Pilots Association;
2. **Art 19** The incorporation of employee's discretion for form of payment of additional compensation and mutual agreement on scheduling of compensatory leave;
3. **Art 19** The employee be compensated at double (2) time for all work performed on the second day of rest whether or not the first day of rest was worked;
4. **Art 20** The recognition of travel time as time worked, compensation for actual hours spent travelling, and the provision for compensation for an employee required to remain overnight in travel status away from home;
5. **Art 21** Wages and expenses incurred by the union in negotiations referred to in Art 21 shall be paid by the employer subject to the terms and conditions as agreed to in these negotiations;
6. **Art23** A restructuring of vacation entitlement that is more consistent with the demographics of the group, no increase in amount, just entitlement occurs earlier;
7. **Art 29** Improvements to the access and accountability regarding employee personal files;
8. **Art 43** Payment of four (4) hours minimum compensation for being called to duty should be regardless of the physical location of the employee;
9. **Art 44** Improvement in the compensation for Standby Duty; one (1) hour of compensation for each four (4) hours of Standby duty or portion thereof;
10. **Art 46** Entitlement for payment of Extra Duty Allowance to apply to all members of the bargaining unit and an increase in the amount of payment, such amount to be submitted at a later date;
11. **Art 46** Changes to the "Transport Canada Professional Currency Programs for Civil Aviation Inspectors" and the "TSB Policy on CAI Professional Aviation Currency" may be made by mutual agreement between the union and the employer;

12. **Art 47** Agreement by the employer not to reassign work currently accomplished by our members to individuals outside the bargaining unit;
13. **New Article** Standards of Discipline see attached Annex A;
14. **LOA 99-4** Equalize payment of current R&R allowance to all members of the bargaining unit at the higher amount and roll into salary;
15. A discussion leading to a proposal regarding post-negotiation collective agreement education seminars;
16. A discussion regarding an Accelerated Pension package;
17. A proposal regarding a general wage increase to be submitted at a later date;
18. Duration - to be negotiated; and
19. All other provisions of the Collective Agreement not amended by the above proposals shall remain in full force and effect and shall be carried over to the new collective agreement.

Annex A to CFPA Proposals to Treasury Board

ARTICLE XX - STANDARDS OF DISCIPLINE (New)

XX. An employee shall be notified in writing of any formal or informal investigation or inquiry that may result in disciplinary action, other than an oral warning, being taken against the employee by the Employer within forty-eight (48) hours of the initiation of the investigation or inquiry action. Such notice shall contain a description of the allegations and make known the office and/or individuals that will be carrying out such investigation or inquiry actions.

XX. When an employee is subject to any formal or informal investigation or inquiry that may result in disciplinary action, other than an oral warning, being taken against an employee by the Employer, or any investigation for the purposes of determining the circumstances and/or cause of an aviation incident or accident, the employee shall not be required to participate or cooperate in such proceedings until such time as they have had opportunity to consult with their union representative.

XX. Where an employee is required to be interviewed in relation to any formal or informal investigation or inquiry that may result in disciplinary action being taken against the employee or any other member of the bargaining unit, the employee and the union shall be provided with written notice a minimum of two (2) days prior to the interview and the employee shall be advised of their right to union and/or legal representation. Should the employee wish to decline their right to union and/or legal representation such a decision shall be documented in writing.

XX. The Employer agrees not to introduce as evidence, in any hearing or other proceedings relating to disciplinary action, any statement or other evidence that was obtained from an employee prior to the employee being advised of their right to representation.

XX. The Employer agrees not to introduce as evidence in any hearing or other proceedings relating to disciplinary action any document or other evidence that has not been fully disclosed to the employee and his or her representative in such time in advance of the proceedings as to allow the preparation of a full and complete defence.

XX. Where an employee provides information or evidence to an investigation for the purposes of determining the circumstances and/or cause of an aviation incident or accident such information will be used exclusively for the purposes of flight safety and shall not be used against any person in any legal or disciplinary proceedings except as provided for in accordance with the Canadian Transportation Accident Investigation and Safety Board (CTAISB) Act.

XX. No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause.

Annex A - Cont'd

XX. The Employer agrees that communications between an employee and his or her or other Union representative acting in that capacity are privileged and confidential and cannot be produced in evidence during arbitration.