

MEMORANDUM OF SETTLEMENT
BETWEEN THE
TREASURY BOARD OF CANADA
AND THE
CANADIAN FEDERAL PILOTS ASSOCIATION
IN RESPECT OF THE
AIRCRAFT OPERATIONS GROUP COLLECTIVE AGREEMENT

Representatives of the Treasury Board of Canada and the Canadian Federal Pilots Association have reached a tentative agreement on July 3, 2013 for the renewal of the collective agreement for the Aircraft Operations bargaining unit. The Treasury Board representatives agree to recommend approval of this settlement. The Canadian Federal Pilots Association's bargaining committee will recommend ratification of this settlement subject to the Canadian Federal Pilots Association's ratification process.

1. Increases to the rates of pay (Appendix A)
2. Roll-in of the Aviation Aircrew Allowance in base pay, effective January 26, 2014, before the application of the economic increase (Appendix A).
3. Discontinuance of Severance Pay for the purposes of retirement and resignation and provisions for the payment of severance entitlements, effective on the date of signing of the new agreement.
4. Duration - Agreement to expire January 25, 2015
5. Unless otherwise expressly stipulated, the provisions become effective on the date of signing of the collective agreement.
6. Amendments to the following articles (Appendix B)
 - Article 2 - Interpretation and Definitions
 - Article 18 - Hours of Work
 - Article 21 - Pay Administration
 - Article 23 - Vacation Leave
 - Article 25 - Leave With or Without Pay
 - 25.02 Bereavement Leave With Pay
 - 25.16 Leave With Pay for Family-Related Responsibilities

- Article 28 - Severance Pay
- Article 34 - Aviation Aircrew Allowance
- Article 43 - Call-Back
- Article 46 - Extra Duty Allowance
- Article 54 - Duration and Renewal

7. All items agreed to and signed during the course of negotiations remain agreed to and form part of this settlement.

- Article 14 - Information
- Clause 23.02 - Accumulation of Vacation Leave Credits (signed on October 19, 2012)
- Clause 23.13 - Advance Payments
- Clause 25.17 - Leave With or Without Pay
- Clause 29.02 - Employee Performance Review
- Article 41 - Reimbursable Fees
- Article 49 - Standards of Discipline
- Appendix A - Pay Notes

8. All other provisions not noted above are renewed.

9. Any changes to wording and to the numbering of provisions in the agreement for editorial or concordance reasons will be made by mutual consent of the parties.

Signed in Ottawa on July 3, 2013

Treasury Board of Canada	Canadian Federal Pilots Association
<i>Josée Laf.</i>	<i>Daniel Stender</i>
<i>Kamela Henriquez</i>	<i>T. ...</i>
<i>[Signature]</i>	<i>[Signature]</i>
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Rates of Pay and Restructuring

Effective January 26, 2011 - increase to rates of pay:	1.5%
Effective January 26, 2012 - increase to rates of pay:	1.5%
Effective January 26, 2013 - increase to rates of pay:	1.5%
Effective January 26, 2014 – roll-in of Aviation Aircrew Allowance	
Effective January 26, 2014 - increase to rates of pay:	1.5%

In recognition for the removal of Severance Pay for the purposes of retirement and resignation, additional increases:

Effective January 26, 2012 - increase to rates of pay:	0.25%
Effective January 26, 2014 - increase to rates of pay:	0.5%

Total increases of:

Effective January 26, 2011 - increase to rates of pay:	1.5%
Effective January 26, 2012 - increase to rates of pay:	1.75%
Effective January 26, 2013 - increase to rates of pay:	1.5%
Effective January 26, 2014 – roll-in of Aviation Aircrew Allowance	
Effective January 26, 2014 - increase to rates of pay:	2.0%

**AO - AIRCRAFT OPERATIONS GROUP
ANNUAL RATES OF PAY**

- A - Effective January 26, 2011
- B - Effective January 26, 2012
- C - Effective January 26, 2013
- X - Effective January 26, 2014 - Restructure
- D - Effective January 26, 2014

CIVIL AVIATION INSPECTORS SUB-GROUP (CAI)

CAI-1

From:	\$	70366	72373	74435	76558	78739
To:	A	71421	73459	75552	77706	79920
	B	72671	74745	76874	79066	81319
	C	73761	75866	78027	80252	82539
	X	79042	81147	83308	85533	87820
	D	80623	82770	84974	87244	89576

CAI-2

From:	\$	75546	77698	79916	82193	84536	86945
To:	A	76679	78863	81115	83426	85804	88249
	B	78021	80243	82535	84886	87306	89793
	C	79191	81447	83773	86159	88616	91140
	X	84472	86728	89054	91440	93897	96421
	D	86161	88463	90835	93269	95775	98349

CAI-3

From:	\$	80846	83151	85520	87961	90467	93045	95696
To:	A	82059	84398	86803	89280	91824	94441	97131
	B	83495	85875	88322	90842	93431	96094	98831
	C	84747	87163	89647	92205	94832	97535	100313
	X	90028	92444	94928	97486	100113	102816	105594
	D	91829	94293	96827	99436	102115	104872	107706

CAI-4

From:	\$	86021	88476	90995	93587	96254	98997	101818
To:	A	87311	89803	92360	94991	97698	100482	103345
	B	88839	91375	93976	96653	99408	102240	105154
	C	90172	92746	95386	98103	100899	103774	106731
	X	95453	98027	100667	103384	106180	109055	112012
	D	97362	99988	102680	105452	108304	111236	114252

CAI-5

From:	\$	92902	95548	98273	101078	103958	106920	109965
To:	A	94296	96981	99747	102594	105517	108524	111614
	B	95946	98678	101493	104389	107364	110423	113567
	C	97385	100158	103015	105955	108974	112079	115271
	X	102666	105439	108296	111236	114255	117360	120552
	D	104719	107548	110462	113461	116540	119707	122963

ENGINEERING TEST PILOTS SUB-GROUP (ETP)

ETP-1

From:	\$	100735	103604	106557	109573	112698	115912
To:	A	102246	105158	108155	111217	114388	117651
	B	104035	106998	110048	113163	116390	119710
	C	105596	108603	111699	114860	118136	121506
	X	110877	113884	116980	120141	123417	126787
	D	113095	116162	119320	122544	125885	129323

HELICOPTER PILOT AND SUPERVISORS SUB-GROUP (HPS)

HPS-1

From:	\$	77612	79419	81742	84064	86460
To:	A	78776	80610	82968	85325	87757
	B	80155	82021	84420	86818	89293
	C	81357	83251	85686	88120	90632
	X	86638	88532	90967	93401	95913
	D	88371	90303	92786	95269	97831

HPS-2

From:	\$	81162	83330	85806	88279	90795
To:	A	82379	84580	87093	89603	92157
	B	83821	86060	88617	91171	93770
	C	85078	87351	89946	92539	95177
	X	90359	92632	95227	97820	100458
	D	92166	94485	97132	99776	102467

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (d) “**continuous employment**” has the same meaning as specified in the ~~Public Service Directive on~~ Terms and Conditions of Employment ~~Regulations~~;

ARTICLE 18
HOURS OF WORK

18.01

- (c) The Employer may change an employee’s normal scheduled hours of work within 0700 hours and 1800 hours and where less than ~~twelve~~ **eight (12-8)** working days notice is given such changes shall only be made by mutual agreement between the employee and the Employer.

ARTICLE 21
PAY ADMINISTRATION

21.03

- (b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement, the following shall apply:
- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~Public Service Directive on~~ Terms and Conditions of Employment ~~Regulations~~, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay immediately below the rate of pay being received prior to the revision;

ARTICLE 23
VACATION LEAVE

23.02 (b)
(consequential change to Severance Pay proposal)

For greater certainty, severance termination benefits taken under clauses 28.06 to 28.09 or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

ARTICLE 25
LEAVE WITH OR WITHOUT PAY

25.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, father-in-law, mother-in-law, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of ~~four (4)~~ **seven (7)** consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) 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
- (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 deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in **paragraphs** 25.02(a) and (b).
- (d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 25.02 (a) and (b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

25.16 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as:
 - (i) spouse (or common-law partner resident with the employee);
 - (ii) children (including foster children, step-children or children of the spouse or common-law partner);
 - (iii) parents (including step-parents or foster parents); or
 - (iv) any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

- (c) Subject to paragraph 25.16 (b), the Employer shall grant the employee leave with pay under the following circumstances:
 - (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) for needs directly related to the birth or the adoption of the employee's child;
 - (v) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 25.16 (b) above may be used:
 - (A) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - (B) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - (C) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under subparagraph 25.16(c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced

shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 28

SEVERANCE PAY

Effective on the date of signing of the new collective agreement, paragraphs 28.02 and 28.03 are deleted from the collective agreement.

Lay-off

28.01

- (i) On the first (1st) lay-off ~~two (2) weeks' pay~~ for the first (1st) complete year of continuous employment, **two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus and one (1) week's pay** for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (i).

Resignation

28.02 On resignation, subject to clause 28.05 and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

Retirement

28.03

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,
- or
- (ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an

immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

Severance Pay on Death

28.04 If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

28.05 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

For greater certainty, payments made pursuant to 28.06 and 28.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 28.05.

28.06 Severance Termination

- (a) Subject to 28.05 above, indeterminate employees on (official date of signing) shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 28.05 above, term employees on (official date of signing) shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

28.07 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of (official date of signing), or

- (b) as a single payment at the time of the employee's termination of employment from the Core Public Administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Core Public Administration, or
- (c) as a combination of (a) and (b), pursuant to 28.08 (c).

28.08 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 28.07(c) must specify the number of complete weeks to be paid out pursuant to 28.07(a) and the remainder to be paid out pursuant to 28.07(b).
- (d) An employee who does not make a selection under 28.08 (b) will be deemed to have chosen option 28.07(b).

28.09 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the AO bargaining unit from a position outside the AO bargaining where, at the date of appointment, provisions similar to those in 28.02 and 28.03 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 28.05 above, on the date an indeterminate employee becomes subject to this Agreement after (official date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 28.05 above, on the date an term employee becomes subject to this Agreement after (official date of signing), he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under paragraph (a) or (b) shall have the same choice of options outlined in 28.07, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

- (d) An employee who does not make a selection under 28.09 (b) will be deemed to have chosen option 28.07 (b).

ARTICLE 34
AVIATION AIRCREW ALLOWANCE (AAA)

34.01 Preamble

In an effort to resolve recruitment and/or retention problems, the Employer will provide an allowance for the performance of duties to incumbents of positions in the Aircraft Operations bargaining unit.

34.02 Eligibility

Employees who are incumbents of positions (either on a substantive basis or acting appointment basis) in the Aircraft Operations bargaining unit shall be entitled to an Aviation Aircrew Allowance (AAA).

34.03 Application

- A.
- i. Incumbents of positions identified above shall be eligible to receive the following annualized Aviation Aircrew Allowance to be paid biweekly:
 - Effective January 26, 2008~~11~~: \$5,281;
 - Effective January 26, 2009~~12~~: \$5,281;
 - Effective January 26, 2010~~13~~: \$5,281;
 - ii. The Allowance specified above does not form part of an employee's salary.
 - iii. An employee shall be paid the Allowance for each calendar month for which the employee receives at least seventy-five (75) hours pay as an incumbent of a position in the AO bargaining unit.
- B. Part-time employees shall be entitled to the Allowance on a pro rata basis.
- C. The parties agree that disputes arising from the application of this article may be subject to consultation.
- D. Effective January 26, 2014, this Allowance will cease to apply.

ARTICLE 43

CALL-BACK

43.01 If an employee on a designated holiday or a day of rest or after he or she has completed his or her work for the day and has left his or her place of work is called back to work and returns to work he or she shall be entitled to the greater of:

- (a) compensation at the applicable overtime rate for any time worked;
- or
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate **except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work and provided that the period worked by the employee is not contiguous to the employee's normal hours of work.**

Time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

43.02 An employee who receives a call to duty or responds to a telephone or data line call on a designated holiday or a day of rest or after he or she has completed his or her work for the day, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked;
- or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight-hour period, starting when the employee first commences the work **and provided that the period worked by the employee is not contiguous to the employee's normal hours of work.**

ARTICLE 46
EXTRA DUTY ALLOWANCE

46.01

Subject to clause (b) of this article, all employees in the bargaining unit shall be paid the following Extra Duty Allowance:

Effective January 26, 2008~~11~~: \$7,480
Effective January 26, 2009~~12~~: \$7,480
Effective January 26, 2010~~13~~: \$7,480
Effective January 26, 2014: \$7,480

- a. The requirements for eligibility to receive Extra Duty Allowance and the timing of payments shall be the same as those contained in Transport Canada's Professional Aviation Currency Program for Civil Aviation Inspectors (formerly referred to as the Professional Currency Programs for Civil Aviation Inspectors) and the TSB Policy on CAI Professional Aviation Currency.
- b. Extra Duty Allowance shall form part of pay for purposes of the *Public Service Superannuation Act* (PSSA), *Disability Insurance Act* (DI) and the Public Service Management Insurance Plan (PSMIP).

ARTICLE 54
DURATION AND RENEWAL

54.01 The duration of this Collective Agreement shall be from the date it is signed to January 25, 2014~~5~~.

54.02 Unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

54.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

Thursday, 3 October, 2013 3:46:01 PM Eastern Daylight Time

Subject: Amended Severance Pay Language

Date: Thursday, 3 October, 2013 3:45:27 PM Eastern Daylight Time

From: Lefebvre, Josée

To: Daniel Slunder

Daniel,

Following our discussion and agreement this afternoon, the Severance Pay article of the AO collective agreement will be amended. Clause 28.05 will reflect the following change:

28.05 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

Pursuant to this amendment, the calculation of severance pay will be as follows:

Continuous employment	35 years
Maximum benefit	30 years
Previously paid severance	11 years

New calculation: 35 yrs – 11 yrs paid = 24 yrs paid under severance

If you are in agreement, please sign this email and fax it to me at 613-952-6574. I will be doing the same. This change will be incorporated in the new collective agreement.

JL. Oct 3, 2013 *agreed to 3 October, 2013*
Daniel Slunder
 NATIONAL CHAIR CFPA.

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