

PUBLIC SERVICE STAFF RELATIONS BOARD

BETWEEN:

CANADIAN FEDERAL PILOTS ASSOCIATION

Applicant

AND

TREASURY BOARD (TRANSPORT CANADA)

Respondent

MINUTES OF SETTLEMENT

WHEREAS the parties to the dispute in the within proceeding mutually desire to resolve the differences that are the subject of the said proceeding;

AND WHEREAS the parties share a common recognition that communication is central to a healthy collective bargaining relationship;

WHEREFORE the parties now agree as follows:

1. Transport Canada agrees to suspend immediately its use of the multi-group process, for the staffing of any indeterminate or term positions that are currently classified as positions in the AO Group. The suspension shall remain in effect until the signing of the new Collective Agreement. This suspension does not include acting appointments for periods of less than four months, and Selection Processes 01MOTCCEDM006855 AND 01MOTCCEDM008104.
2. The Article 47 proposals that are presently the subject of negotiations between the parties shall continue to be addressed through the negotiation and/or conciliation processes. The parties hereby acknowledge that the use of multi group recruitment is

part of the CFPA's proposal on Article 47.

3. The employer hereby withdraws the hours of work proposal tabled by the employer on September 25, 2001.

4. Transport Canada agrees that it will abide by the following commitments articulated in Yvonne Latta's letter dated November 2, 2001, namely that:
 - i) Performance Agreements, by that name or any other name, will not be used as a basis for discipline against employees; and

 - ii) Employees shall not be required to sign such documents for the purpose of indicating their acceptance of or agreement with the terms recited therein, and that such documents shall not include any wording indicating an employee's agreement to or acceptance of the said terms. It shall continue to be an accepted practice to have employees sign such documents for the sole and express purpose of confirming their receipt of the said documentation.

5. Transport Canada agrees that the Regional Director of Civil Aviation (Ontario) shall issue a letter over her signature, within thirty (30) days of the date of these Minutes of Settlement, to all members of the AO Group in the Ontario Region, explaining that Performance Agreements will not be used for disciplinary purposes, that under no circumstances will employees be required to sign such documents for purposes other than to confirm their receipt thereof, and to confirm that employees who may have signed such documents in the past for the purpose of indicating their agreement to or acceptance of the terms of such agreements, shall not be bound by their signatures thereon.

6. The employer, Transport Canada and the CFPA, in its capacity as exclusive bargaining agent, are committed to bargaining in good faith to conclude a Collective Agreement, in accordance with Section 51 of the Public Service Staff Relations Act. The employer and Transport Canada continue to recognize their obligations under Section 52 of the said Act with respect to the freeze on terms and conditions of employment during the statutory freeze.

7. Transport Canada will continue to encourage and support the mutual interests of the parties with respect to the sharing of documentation and information requested by the CFPA at the regional level as it relates to staffing, assignment and classification issues affecting the members of the AO group.

8. This agreement is made on a without prejudice or precedent basis.

AS EVIDENCE of their agreement to the terms set out above, the parties have set their hands this 15th day of February, 2002.

Canadian Federal Pilots Association

Treasury Board

Transport Canada