

Public Service Staff
Relations Act



Before the Public Service
Staff Relations Board

March 29 1995
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BETWEEN

**MICHEL J.O. BOUFFARD, MIKE E. SENYCK
AND LIAM J. FOLEY**

Grievors

and

**TREASURY BOARD
(Transport Canada)**

Employer

Before: Albert S. Burke, Board Member

For the Grievors: Peter J. Barnacle, Counsel for the Canadian Air Traffic
Control Association

For the Employer: Larissa L. Easson, Student-at-Law

*ARTICLE - 21. DOES AN AGREEMENT REACHED THROUGH CONSULTATION
BECOME BINDING? - ADJUDICATOR DECIDED NO WRITTEN
AGREEMENT PRESENTED, THEREFORE HE DID NOT RULE ON*

*JURISDICTION. BUT MADE STRONG STATEMENT ABOUT
LACK OF UNRECORDED PHONES IN TOWER.*

Heard at Sault Ste. Marie, Ontario,
January 11, 1995.

- DENIED -

DECISION

The grievances of Michel J.O. Bouffard (Board file 166-2-25923), Mike E. Senyck (Board file 166-2-25941) and Liam J. Foley (Board file 166-2-25943), all employed by Transport Canada at Sault Ste. Marie, Ontario, as air traffic controllers (AI-02), relate to the employer's decision to remove the personal unrecorded telephone from the Air Traffic Control Tower in Sault Ste. Marie.

Counsel for the employer, by letter dated December 21, 1994 to the Board, raised objections to my jurisdiction to deal with the grievances. The letter reads as follows:

I will be representing the employer at the hearings of the above-noted references scheduled for January 10 and 11, 1995 in Sault Ste. Marie. I have notified the representative of the grievors, Mr. Peter Barnacle of Nelligan Power, Barristers and Solicitors, that the employer would be forwarding this letter to the Board, objecting to the jurisdiction of the Board to hear the grievances numbered 166-2-25923, 25941 and 25943.

These grievances relate to the same issue, the removal of a non-Departmental, non-recorded telephone from the Air Traffic Control Tower at the Sault Ste. Marie Airport. The employer's position is that this matter is not adjudicable, for the following reasons:

The adjudicator's jurisdiction is a statutory one, limited in the case at hand to provisions in the Public Service Staff Relations Act. Section 92 of the Act grants an adjudicator jurisdiction with respect to

- 1. the application or interpretation of a provision of a collective agreement (s. 92(1)(a));*
- 2. a disciplinary action resulting in a suspension or financial penalty (s. 92(1)(b)(i)); or*
- 3. a termination of employment pursuant to paragraph 11(2)(f) or (g) of the Financial Administration Act (s. 92(1)(b)(ii).*

The removal of the telephone in question falls into none of these categories. In particular, this is an operational matter that does not fall within the scope the (sic) CATCA Collective Agreement. Further, the removal was not a disciplinary act against any employee, nor was there any question of suspension or financial penalty. The telephone was removed for reasons of operational safety and in accordance with Air Transport Safety directives regarding the use of communication equipment in the tower (ANS Policy Document,

dated December 1988; ATS Information Bulletin, dated March 6, 1988).

For these reasons, the employer submits that the adjudicator has no jurisdiction to hear the above-mentioned appeals. The employer requests that the Board exercise its discretion to dismiss these grievances pursuant to s. 81 of the P.S.S.R.B. Regulations and Rules of Practice. Should the parties be permitted to make written submissions on this matter, this letter constitutes the submission of the employer.

The employer hereby gives notice to the grievors and their representatives that does (sic) not accept the burden of proof in these proceedings and puts the grievors to the strict proof of their allegations.

Counsel for the grievors replied to these objections by letter dated January 3, 1995, which reads as follows:

This is further to your jurisdictional objection on the above noted matter.

Please be advised that the Association does not agree with Treasury Board's characterization of the grievances. It is our position that an agreement was reached with local management to permit the retention of the unrecorded line in the Tower (the "CATCA" telephone). This agreement was reached under the consultative process provided under Article 21 of the Collective Agreement, whereby a long-standing practice of locating an unrecorded line in the cab, paid for by CATCA, was confirmed. This line is non-operational.

The Association maintains that local management's attempt to renege on the agreement is a violation of Article 21. The Board accordingly has jurisdiction to hear the matter under section 92 of the Act.

Both counsel agreed that these letters would stand as their position on the objection in question. I informed both counsel that I would reserve on the objection and proceed on the merits of the grievances.

Counsel for the grievors, during his opening remarks, said these grievances concern the removal of a telephone by the employer from the Air Traffic Control Tower in Sault Ste. Marie in late May 1993 and the telephone line in July 1993, both owned by the Canadian Air Traffic Control Association (CATCA). This telephone and line had been installed with the approval of the employer in 1982. Prior to that, employees in the Tower had access to a phone owned by the employer which was unrecorded.

Air traffic controllers at the Sault Ste. Marie Tower work shifts. Sometimes they are alone and therefore cannot leave the Tower at any time; they even eat their meals there. The employer installed kitchen equipment, such as stoves, microwave oven, sinks, and other equipment so that they can prepare meals in the tower area where they work.

The phone that CATCA had installed was in the kitchen area and allowed controllers to make personal calls during breaks. The only other unrecorded phones are three floors down in the same building and they are pay phones. When on a shift alone, it is impossible for a controller to leave and have the use of such phones in order to make unrecorded personal calls.

Counsel said the CATCA phone was in the Tower for 11 years. Only once or twice were there any complaints from management concerning the use of this phone and these concerns were always addressed by CATCA.

Counsel said there was a local agreement in place and the employer violated it. Therefore, article 21 of the collective agreement, between Treasury Board and the Canadian Air Traffic Control Association (Code: 402/91), was violated. The employer failed to consult the union and therefore the phone should be reinstalled.

Counsel for the employer said the onus is on the grievors to prove that they have some rights to have an unrecorded phone in the Air Traffic Control Tower and the evidence will show that there are no such rights; not by any expressed rights, or by employment provisions, or by provisions in their collective agreement. Counsel said the grievors' counsel will argue that some kind of an agreement was reached in the early 1980's but this is not so. There is no debate that the employer was aware of the CATCA

phone being in the Tower, but evidence will establish the employer's unfettered right to have it removed. Article 3 of the collective agreement between Treasury Board and CATCA clearly outlines the employer's right to determine what equipment will be in the control towers.

Counsel for the employer added that the evidence will show that the employer placed conditions on the CATCA phone being in the Tower and CATCA failed to comply with these conditions and therefore the phone was removed. Furthermore, counsel said article 21 cannot be read in such a way that it would change the intent of article 3 of the same collective agreement.

Counsel for the grievors then called his first witness, Mr. Mike E. Senyck. The following is a summary of his testimony.

The witness testified that he is an Air Traffic Controller (AI-02) at the Sault Ste. Marie Air Control Tower and has been a controller since 1977. He is also the Branch President for CATCA and has held offices as president and secretary-treasurer for his union. There are presently 13 controllers at the Sault Ste. Marie Tower; in 1993 there were nine and the normal number over the years has been eight. They have been told, however, that there will be only seven controllers in the Tower this year, 1995.

The witness said he is familiar with the conditions surrounding the CATCA phone. He said prior to the CATCA phone being installed, there always was an unrecorded phone in the Tower that could be used for personal calls. The witness said that prior to 1982 there was an unrecorded phone in the Tower for emergency purposes, however the employer allowed it to be used for personal calls. In 1982, the Airport Manager decided to move the emergency phone to an emergency room located downstairs in the tower building.

The witness said following this CATCA approached the Air Tower Manager, who at the time was a Mr. Mason, and enquired about putting in a phone in the Tower which would be owned and paid for by CATCA and would be used for personal calls. Mr. Mason said it would be OK with him provided the Airport Manager, Mr. Bell, approved it.

Messrs. Bell and Mason agreed on the condition the phone would be used for personal calls and not official air traffic control business.

The witness said this agreement has been in place and four other managers have come and gone since. The witness said the phone line was in his name as CATCA's representative and all costs were dealt with by him.

Counsel for the grievors then entered in evidence a memorandum to Mr. Senyck from Mr. H. Loraine, A/Tower Manager, dated 89-06-22 (Exhibit G-5), which reads as follows:

NON-GOVERNMENT TELEPHONE INSTALLATION

The private telephone was permitted in the tower so that employees could make the occasional personal phone call during periods of one man operation without being recorded.

Phone usage has been far greater than was originally anticipated. Employees have been giving greater priority to the personal calls than to the job. Warnings to cease this practice have not been heeded.

Contrary to Staff Memo 82 - 4, employees are using this phone at the operating position so that they may chat while working. Warnings to cease this practice have also not been heeded.

Recent events have indicated that it is imperative that all phone calls made by an employee at the operating position be recorded.

After careful consideration, I have decided that the permission given for you to retain a non-government telephone installation in the tower be rescinded. This decision is final and will not be changed.

You are directed to take immediate action to have the non-government telephone service removed from the tower. Failure to do so will result in disciplinary action.

The witness said that the reference to Memo 82 - 4 in the third paragraph of Exhibit G-5 was the original agreement between management and CATCA on the unrecorded phone being installed. The witness added that he met with Mr. Loraine and addressed the concerns raised in Exhibit G-5. They agreed that a switch would be installed on the phone's bell and he would instruct staff that the phone would only be used for personal calls. Mr. Loraine then agreed to keep the CATCA phone in the Tower.

The witness was asked about a memorandum to him from Mr. A.D. Haines, Manager, Sault Ste. Marie Tower, dated July 21, 1992 (Exhibit G-6), which reads as follows:

CATCA'S UNRECORDED PHONE

Recently an investigation being carried out by myself was hampered when a member of the staff apparently called the tower using CATCA's unrecorded phone line.

Staff are reminded not use (sic) the phone while in an operating position. In addition the ringer is to be turned off at all times so that the phone is to be used for out going calls only.

The witness said he is not sure what the first paragraph of the memorandum (Exhibit G-6) refers to. He believes it was someone who called in sick on the CATCA line but should have used the recorded phone line.

The witness explained that due to the low number of staff they are required to work shifts that sometimes have only one controller on at a time and the staffing policy states that if one or even two controllers are on shift they must remain in the Tower at all times; only when there are three controllers on can one leave the Tower. The witness explained that the only unrecorded phones available are located three floors down in the tower building and they are pay phones. So if there are less than three controllers on, the Tower phone is the only one available and all your conversations are recorded.

The witness said the CATCA phone was a cordless type and sometime in early June 1993 someone removed the phone handset. He was told that Mr. Terry Lee, who was Acting Tower Manager, had removed it. No one was advised that the phone would be removed.

The witness said the staff received a memorandum from the Tower Manager, Mr. A.D. Haines, dated June 15, 1993 (Exhibit G-7), which reads as follows:

Unapproved Equipment

The purpose of this memo is to remind you that the use of any unapproved non-Transport equipment in the control tower is strictly prohibited.

Such equipment includes but is not limited to, cordless phones, cellular phones, radio/tape players etc.

The witness said the phone had already been removed by then and it was only returned after CATCA said the police would be called and theft charges laid.

The witness said he then received a memorandum dated June 21, 1993 from the Tower Manager, Mr. Haines (Exhibit G-8), which reads as follows:

Unrecorded Phone

The CATCA telephone and line servicing this unit are to be removed from the tower cab no later than July 12, 1993. A copy of the Bell Telephone work order is to be submitted to this office by July 12, 1993 as proof that the work has been completed.

If the telephone and the line are not removed by this date TELECOM will be notified to have it removed and cost recovery action taken.

Failure to comply with this direction may result in disciplinary action.

The witness said CATCA had the phone and line removed. The witness added that the staff then received a memorandum dated 93-07-30 from Mr. T.D. Lee, who was then Tower Manager (Exhibit G-9), which reads as follows:

Personal Phone Calls

All Staff are reminded that personal telephone calls are not to be conducted on Transport Canada equipment. These lines and equipment are for official government use only.

However, I appreciate that on occasion urgent matters may arise that require the use of unit equipment to place / receive personal calls. It is expected that these calls will be kept to a minimum.

In all cases which result in a charge being levied to Transport Canada the person responsible shall notify this office via memo without delay. Cost recovery will be effected as soon as the applicable charges are ascertained.

The witness said that as a result of the above memorandum, the staff feared being disciplined for making personal calls. It was not known who would decide what was an urgent call. All the calls could be listened to by management. He said some of the staff started using the phone on the fax line but they were told to stop that and now the fax line is also recorded.

The witness explained that CATCA is very concerned with the privacy of the members while at work. He said his wife had to call him at work; she had a personal problem and required him to pick up something for her on his way home from work. She did not want to talk about it over the recorded line but he could not call her back on any phone that was not recorded. She was very embarrassed but had no choice but to tell him what she required. The witness said he met with Mr. Lee to try and resolve the problem. He said he suggested to Mr. Lee a number of solutions, including having a phone where only out-going calls could be made, but Mr. Lee refused.

During cross-examination, the witness said they first thought the emergency phone was unrecorded and as far as he knew it had not been recorded. However, later they heard rumours that it had been recorded by someone outside the Department. He said he was not aware that the emergency phone may have been moved to a new room lower in the tower building because it was being abused by the staff.

The witness also said that there had been trouble between management and CATCA over the phone use, however, this was always dealt with. He also said that when he is on shift alone he is not allowed to leave the control room. He explained that the area that they work in is referred to as the cab of the Tower. If he needs to use the washroom he must inform the central control that he will be off the air for that period. He does not do this when he is on lunch break because he eats in the lunchroom in the cab and monitors the controls from there.

The witness said his job is to provide efficient safe flow of air traffic and he does not get many personal calls while at work.

Counsel for the grievors asked the witness if personal calls would interfere with his work. The witness said no, the work requirement always came first.

Counsel for the grievors then called his second witness, Mr. Peter Jones.

The witness testified that he is an Air Traffic Controller (AI-02) at the Sault Ste. Marie Air Tower and had been there for three years. The witness said he was aware of the CATCA phone removal. The witness testified that he was on day shift and was at the back of the cab area when Mr. Lee came up to the cab and sat at the desk where the CATCA phone was located. He was there for about 15 minutes. About five minutes later, the witness said he noticed that the phone was missing. The witness said he went down to Mr. Lee's office and asked him if he had removed the phone. Mr. Lee said he had removed the phone and was acting under management's orders. Mr. Lee stated that he had been acting under orders from Mr. Haines who was still the Tower Manager at that time. Mr. Lee said he was told to check and see if the ringer on the phone was off and if it wasn't then he was to remove the phone. The witness said he personally checked the

phone that morning to ensure that the ringer was off and he had checked it during the day and it was off.

The witness said later the same day he spoke to Mr. Haines and asked why the phone had been removed. Mr. Haines told him it was Mr. Lee who wanted it removed and since he, Mr. Haines, was leaving and Mr. Lee would then be the manager, he would not stand in his way.

The witness testified that Mr. Haines said he was told by Mr. Lee that the phone had rang three or four times while he was in the cab area. The witness said he was there during that time and the phone never rang once. The witness added that Mr. Lee never mentioned the phone while in the cab area and when he left, the phone was gone.

Counsel for the employer did not cross-examine the witness.

Counsel for the employer then called her first witness, Mr. Terry Lee.

Mr. Lee testified that he is the Manager of Sault Ste. Marie Air Traffic Control Tower and has been since July 1, 1993. Prior to that, he was Unit Operations Specialist and prior to that he was an air traffic controller.

The witness said the emergency phone was installed in the Tower for emergency purposes; it was recorded by the RCMP. He said he does not know if that was common knowledge. The emergency phone was removed from the Tower in the early 80's; he had heard that the RCMP was experiencing problems with long-distance phone bills and personal calls on the phone. The witness said he thinks it was a national decision to relocate the emergency phone to its own room.

The witness was asked about Exhibit G-5. He said he had consulted with Mr. Loraine when the memorandum was written. He further said that to the best of his knowledge Memo 82 - 4 was a memorandum that dealt with personal calls at the Tower; it was not an agreement on the CATCA phone. The witness said when he became Manager in July 1993 he ordered that the phone be removed.

The witness said he had been a controller at the airport in Sault Ste. Marie in 1982 when the CATCA phone was installed. He was not involved in the discussions but was kept informed by CATCA representatives. He said he has checked all of his files but can't find any agreement on the CATCA telephone.

The witness said there are times when there is only one operator on shift. The controller can use the Department's recorded line in cases of emergency, such as sickness in the family.

The witness said the Air Traffic Control Policy would be violated if an unrecorded phone would be allowed in the Tower. Counsel for the employer entered in evidence Exhibits E-1 and E-2 which outline the requirements to have all radio and operational telecommunications voice circuits in air traffic services units recorded.

The witness said it is important to have all telephone conversations recorded in case of an emergency and the investigation which would then follow. He also said that there is a fear that in an emergency if the Department phone was being used by one operator the other operator may phone out for help on the unrecorded CATCA phone and there would be no recorded evidence of it. The witness said in his opinion Headquarters would be the only one that could allow an unrecorded phone in the Tower.

The witness said there have been some problems in dealing with the CATCA unrecorded phone and that is why Exhibits G-5 and G-6 were written.

During cross-examination, the witness said that there may be more operations shifts with only one or two operators being on at any given time if staff is reduced further. He further said there is a kitchen facility located in the cab area of the Tower for these operators. Sometimes with two operators on one could leave for a short period but with one controller on, that individual must stay in the cab at all times. Therefore, they cannot use the unrecorded phone.

The witness said the telephone conversations can be listened to, however, it is normally only done if there has been an emergency during the shift or if one of the clients complains of not being able to get through on the Department's line. The witness said he would know if Exhibit G-9 was not followed because he has the tapes of the telephone calls.

He said he had no direct knowledge of the agreement between CATCA and management on the unrecorded phone. It was only the CATCA Branch President at the time who told him that there was an agreement with conditions.

The witness said he removed the phone in 1993; he did not give notice. He said management had told him to do it. He did return the phone but CATCA was told not to connect it. He said CATCA did not agree but it was disconnected. All of the present phone lines into the cab area of the Tower are recorded. However, the phone in his office is not.

The witness agreed that CATCA paid the bill for the phone; it was not an operational phone. He agreed that Exhibits E-1 and E-2 refer to operational equipment.

ARGUMENTS

Counsel for the grievors then presented his arguments. The following is a summary.

Section 92 of the *Public Service Staff Relations Act (PSSRA)* gives jurisdiction to the Board when an interpretation or application of a collective agreement is involved and that is the case here. There is nothing to prevent the employer from entering into an agreement with CATCA and having an unrecorded phone in the cab of the Tower at Sault Ste. Marie. There are no restrictions in the Act, policies or in the collective agreement on the issue of allowing unrecorded phones. Clause 3.01 of the collective agreement gives management certain rights, however it is not prevented from entering into an agreement that may lead to some of these rights being removed. That is what happened here.

Clause 21.01 of the collective agreement deals with consultation between the parties on matters outside of the collective agreement. Clause 21.01 reads as follows:

The Employer and the Association recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Association relations.

CATCA entered into an agreement with the employer under clause 21.01 that allowed the unrecorded phone to be installed. It was there for 11 years before the employer unilaterally removed it and therefore broke the agreement. Counsel said that clauses 1.01 and 1.02 of the same collective agreement state that its purpose is to establish and maintain harmonious relationships between the employer and the Association. The employer's action of breaking this agreement was contrary to the intent of clauses 1.01 and 1.02 of the collective agreement. The spirit of article 21 must be read keeping in mind the spirit of clauses 1.01 and 1.02.

Counsel said there is no dispute that there was an agreement between the parties on the unrecorded phone; it lasted 11 years and there were four different managers during that time. The memorandum from the employer (Exhibit G-5) clearly refers to the private telephone being permitted in the Tower and Exhibit G-6 also recognizes the use of the unrecorded phone.

The employer's own policy in Exhibits E-1 and E-2 refers to equipment required to operate the air traffic service. The CATCA unrecorded phone does not fall in that category. The employer, due to short staffing, is now putting on shifts that have one controller on duty. The controller can't make a phone call of a private nature while on shift. This is an invasion of privacy and the employer recognized this for 11 years and should not be allowed to walk away from an agreement that was reached under the consultation provisions of clause 21.01 of the collective agreement.

Counsel for the employer then presented her arguments and the following is a summary.

Counsel said that the grievors' counsel is arguing that the Board has jurisdiction because of clause 21.01 of the collective agreement and the employer's failure to consult with CATCA prior to removing the phone. Counsel said the employer was not obligated to consult because there was no evidence that there had been any prior consultation and that any agreement had been reached between the two parties on the unrecorded phone being installed in the Tower in the first place.

Counsel said Mr. Lee searched his files but could not find any trace of any agreement regarding the CATCA phone. Counsel said article 3 of the collective agreement gives management the right to decide which equipment will be in the Air Traffic Control Tower. Article 3 reads as follows:

**ARTICLE 3
MANAGEMENT**

3.01 The Association recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage and operate the Air Traffic Control Service in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning the Air Traffic Control Service, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;*
- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge,*

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

Counsel said clause 21.01 was never intended to remove management's rights under article 3 of the collective agreement. Clause 21.01 refers directly to articles outside of the collective agreement and the equipment issue is already covered in the collective agreement by virtue of article 3.

Counsel argued that there exists no agreement between the parties on the CATCA phone. Mr. Senyck could not produce any such agreement, nor could Mr. Lee. She argued that there was only permission given to do this, no formal agreement. She referred to the fifth paragraph of Exhibit G-5 where Mr. Loraine referred to the permission being given and she said this was done provided certain conditions were met and since they were not, the employer removed its permission.

Counsel said the employer attempted to accommodate the wishes of the controllers to have an unrecorded phone. There is no right to the phone. The controllers did not comply with the conditions and abused the privilege. Exhibit G-6 clearly reminded them of the conditions to be followed.

Counsel said there was no agreement and no violation of the collective agreement therefore the Board has no jurisdiction and the grievances must be dismissed.

DECISION

Counsel for the employer has argued that I lack jurisdiction due to section 92 of the *PSSRA*, in that no article of the collective agreement has been violated and no disciplinary action has been taken against the grievors resulting in suspension or a financial penalty.

Counsel for the grievors argued that article 21 of the collective agreement was violated. An agreement was reached under the consultative process provided for in article 21. The agreement is longstanding and it allowed the unrecorded phone to exist in the workplace.

Clause 21.01 reads as follows:

The Employer and the Association recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Association relations.

As I understand the grievors' argument, if article 21 provides for a consultative process on matters outside the collective agreement, and an agreement is reached during that process, the agreement is binding. If clause 21.01 is interpreted in any other way, it becomes meaningless.

There are difficulties in the grievors' argument. Firstly, one would have to accept that an agreement on matters of mutual interest "outside the collective agreement" is enforceable under section 92 of the Act. Secondly, even though one can argue that there is a presumption that clause 21.01 must have some meaning, one cannot overlook the presumption that the meaning of the clause can only be based on its very wording. While the clause speaks of consultation, it does not refer to agreements reached as a result of such consultation.

However, it is not necessary for me to determine jurisdiction in this matter. Even if I assume that I am empowered to enforce the provisions of article 21 in accordance with the grievors' interpretation, the fact remains that no "agreement" is before me. The evidence before me appears to indicate that at the very least, a verbal agreement did exist. I suspect a written agreement may have existed, but it has not been presented to me. I cannot enforce the terms of an agreement that is not before me, and thus I cannot allow these grievances.

Having said that, I wish to state my absolute amazement that in this day and age, in this country, an employer would put employees in such a position that they would not be able to receive or make a personal telephone call while at work.

I can fully understand the need to control the number of calls but here we have an employer who, through cutting back on the number of staff on each shift, has made it impossible for staff to leave the immediate work area to make or receive a call. These phone calls are all recorded so no matter how personal the matter is, the conversation can be listened to by management at its pleasure. I am not suggesting that Mr. Lee, or indeed other managers presently at the Sault Ste. Marie Airport, would make a point of monitoring personal calls, but there is nothing to stop them if they should choose to do so.

I strongly urge both sides to sit down and come to some understanding on how an unrecorded phone can be made available in the Air Traffic Tower and that both sides comply with their undertakings. It must be remembered that the telephone in question existed for over 11 years and, except for a number of concerns raised by management, it did not cause any insurmountable problem.

However, due to the reasons stated above, the grievances are denied.

**Albert S. Burke,
Board Member**

OTTAWA, March 13, 1995.