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MODEL OF EMPLOYMENT AGREEMENT

Guidance Material for Member Associations.

Version 1.0 – July 2022

MANUAL

IFATCA is the recognised international organisation representing air traffic controller associations. It is a non-political, not-for-profit, professional body that has been representing air traffic controllers for more than 50 years, and has more than 50,000 members in over 120 countries.

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1	31 st July 2022	The material contained in the TPM WC 8.8.1 is extracted and presented as a stand-alone document, as per Resolution C65 arising from WP 80 of the 61 st IFATCA Annual Conference (2022).
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MODEL OF EMPLOYMENT AGREEMENT

IFATCA POLICY DOCUMENT ON MODEL OF EMPLOYMENT AGREEMENT (Established Tunis 1996)

NOTE: The following suggested Employment Agreement is intended as a guide to whom MAs may aspire. These guidelines suggest a lay-out, items that may be included, and reflect IFATCA policy where it applies. MAs should modify this document to reflect their own aspirations and national conditions.

1. Validity of Agreement

This agreement is valid from [date] and until [date].

2. Dispute Settlement

- a. Disputes will be settled through negotiation, or should that fail a recognised mediation, consultation or arbitration service.
- b. The employer undertakes not to recommend to the Government civil mobilisation in order to resolve disputes. For its part the _____ [Name of Organisation] agrees to abide by the result of any recognised mediation or arbitration.
- c. Air traffic controllers will not be replaced by personnel who do not hold ATC licenses in accordance with ICAO Annex 1, and with ratings, recency and competency appropriate to the duties they are expected to perform.
- d. The functions which are contained within ICAO Annex 1, as being ATC functions shall not be added to the work responsibilities for unlicensed personnel.
- e. The use of Traffic Information Broadcast by Aircraft (TIBA) to circumvent industrial action constitutes a misuse of the procedure and should not be used to circumvent an industrial dispute.

3. Membership of a Professional and / or Industrial Organisation

- a. Controllers shall have the right to establish and join the professional and/or industrial organisation of their choice, and for that / those organisations to affiliate with national or international organisations.
- b. The employer undertakes not to interfere with the members' activities in their chosen organisation.
- c. The employer recognises the employee professional/industrial organisation as being an equal partner in the determination of conditions of employment and in the conception, planning, and implementation of premises technical equipment and procedures concerning the ATC system.

4. Managerial Policy

The employer undertakes to only employ managers who hold ATC licences in positions directly concerned with executive air traffic control matters.

5. Hours of Work

The duty roster should be agreed with the air traffic controllers involved.

- a. Employees will be rostered for _____ hours per week, inclusive of:
 - i. _____ minute periods per shift required for preparation and briefing prior to the commencement of control duties.
 - ii. Minimum breaks of at least 30 minutes for radar controllers and _____ for non-radar controllers.
 - iii. A meal break of _____ minutes.
- b. Where hours of work are scheduled on a rotating or irregular basis, employees will work _____ hours averaged over period of time not to exceed _____ days.
- c. Time worked by an employee in excess of hours prescribed in paragraph (a) shall be considered as extra duty and paid as overtime. Extra Duty should be voluntary and used only in exceptional circumstances. The employer will endeavour to keep extra duty to a minimum and assign overtime equitably.
- d. It is appropriate and desirable that in the interest of the employees, shift cycles within which these hours are worked be standardised. Accordingly the shift cycle shall be _____ days on followed by _____ days off.
- e. An employee's days of rest shall be consecutive and not less than _____.
- f. Shift rosters shall be posted at least _____ calendar days in advance in order to provide the employee with reasonable notice. The posted roster shall be the employees' scheduled hours of work, late changes should be communicated directly to the employee at the earliest possible opportunity.
- g. The following principles will govern rostering:
 - i. The average time of work per week will not exceed _____ days.
 - ii. Shifts will be of not less than _____ hours duration.
 - iii. Shifts shall not exceed _____ hours duration.
 - iv. Shifts will not be split.
 - v. Except in an emergency, controllers will not work more than _____ hours consecutively (including breaks), or more than _____ days consecutively.
 - vi. Shifts will incorporate one meal break and a minimum 30 minute break every two hours for non-radar controllers and every 90 minutes for radar controllers.
 - vii. Night shifts will not commence on the same day that a morning shift ends.
 - viii. The total active duty time per night shift will not exceed _____ hours.
 - ix. The minimum time off between two periods of duty should not be less than 12 hours.

6. Recency

In order to maintain the employees' operational competency, the controller is required to execute the privilege of the valid license for a period of minimum _____ hours per _____ days. In such cases where participation in administrative work, project work or other tasks results in less operational work than the required minimum, the employer is responsible for providing the necessary training to the employee to enable continued operational work.

7. Vacations and Public Holidays

- a. Controllers are entitled to enjoy all national public holidays with the following conditions:
 - i. Where controllers are rostered to work on a public holiday either:
 - (1) they will be granted a mutually agreed paid day off in lieu within _____ days of the holiday, or;
 - (2) have the extra day credited to their annual leave entitlement, and or;
 - (3) be paid at the overtime rate of hours worked on holiday.
 - ii. Where the controller is on a normal rostered day off on the day of the public holiday the following conditions apply:
 - (1) Either the controller will be paid an extra day's pay at normal day's rates, or;
 - (2) be granted a mutually agreed paid day off in lieu within _____ days of the holiday, or;
 - (3) have the extra day credited to their annual leave entitlement.
- b. Controllers will be entitled to accrue _____ days annual vacation leave per year of employment.
- c. Consistent with rostering requirements, the employer shall make every effort to schedule vacation leave in a manner acceptable to the employee.
- d. Every effort shall be made to grant employees their vacation leave during the year it is earned. Where any employee has not been granted all the leave credited during a year it will be carried over until it can be taken.

8. Remuneration

- a. Remuneration for Air Traffic Controllers should recognise the unique status of the work, the inherent responsibility for human lives and the professional responsibility required by the law.
- b. "Associate Professionals" (ISCO-88). Included in this category are aircraft pilots, and ships' officers. Remunerations should reflect this status.
- c. Remuneration should however be commensurate with the requirements and responsibilities of the profession, not limited by the practices of other organisations (e.g. the Civil or Public Service).
- d. Remuneration should be commensurate with acquired levels of air traffic control skill and experience. Remunerations should therefore reflect the type and number of ratings required.
- e. Additional tasks such as instruction or system development should be recognised by higher remuneration.
- f. Equal remuneration for equal work is required.
- g. Extra duty should be voluntary, defined and paid at _____ times the normal hourly rate.

- h. Controllers shall receive an allowance of _____ per cent of their normal hourly rate for all hours worked between 1700 and 0800 local time.
- i. Controllers should receive an allowance of _____ per cent of their normal hourly rate for all hours worked between 1700 Friday and 0800 Monday local time.

9. Retirement and Pension

- a. The employer will contribute to a pension scheme in order to provide the employee with adequate retirement benefits.
- b. Employees will be entitled to retire at age _____.
- c. To recognise the unique demands of the air traffic controller profession, employees should retire earlier than the normal (for the country) retirement age, shall receive benefits at not less than the same level enjoyed by normal age retirees in other professions.

10. Employment Security

- a. If the employee is unable to perform duties for a period of up to _____ months due to psychological stress as a result of an accident or incident, or the employee's medical licence is withdrawn temporarily by the appropriate medical authority, the employee will be transferred to non-operational duties until the medical licence is re-validated or permanently withdrawn.
- b. During such periods of leave or transfer to non-operational duties the employee will continue to receive payment as if they were performing operational duties as an air traffic controller.
- c. If the employee is pregnant she is entitled to paid sick leave if medical documentation from the employee's own physician indicates that the employee is unable to perform normal duties.
- d. The above mentioned does not apply where the medical condition during pregnancy results in a temporary loss of licence and the employee is still able to perform other types of work than operational air traffic control. If such is the case the employee will be transferred to non-operational duties and will receive payment as if she was continuing duties as an air traffic controller.
- e. During pregnancy the employee has the right to negotiate altered shift schedules, reduced operational working time or other changes in employment as regarded necessary either by herself or her physician, to enable her to perform duties as an air traffic controller throughout the pregnancy.
- f. After giving birth, the employee is entitled to paid leave of up to _____ months in order to recover and take care of the child.
- g. The employer will provide Loss of Licence or Income Protection Insurance at no cost to the employee. The following conditions will apply:
 - i. All ATCOs will be covered.
 - ii. No medical checks other than that required to be employed as an ATCO will be required.
 - iii. The insurance provider will not impose any special conditions or exclusions for any individual members excepting self-injury and war.
 - iv. Pre-existing medical conditions must not be excluded.
 - v. The meaning of "bodily injury" and "illness" shall be clearly defined.
 - vi. Payments under the policy will be in addition to any other benefits to which the employee is entitled.

- vii. The sum payable for permanent loss of licence will be at least equal to five years of the ATCO's income.
- viii. The sum will be payable even if the employee continue to work with the employer outside air traffic services.
- ix. If the employee is employed at a lesser salary with the same employer or outside air traffic services, then the loss of income should be recompensed.
- x. The insurer must accept the written proof of Loss of Licence provided by the appropriate licensing Authority.
- xi. The claims procedure must be clearly set out in the policy.
- h. The employer will provide a medical insurance scheme at no cost to the employee.
- i. In addition to the Loss of Licence Insurance, where employees are forced to retire before reaching the normal retirement age, the employer will provide:
 - i. a retraining programme for another career at no cost to the employee, for up to _____ years, during which the normal ATCO salary will be paid;
 - ii. following retraining, provide the employee with employment in the field for which the retraining was provided, and maintain the remuneration at the appropriate ATCO rate until normal ATCO retirement age is reached;
 - iii. where the employee is unable to undergo such retraining, or incapable of employment in any occupation, the employer shall maintain remuneration at ATCO level until the normal retirement age is reached;
 - iv. If the employee chooses to not undergo retraining or be employed with the employer outside the ATC area, then a sum equal to five years at the appropriate ATCO salary shall be provided as a lump sum.

11. Legal Liability

- a. The employee will have the right to be exempted from operational duty after having been involved in an accident or incident. The assignment to non- operational duties is non-disciplinary and the employee can at his or her own wish return to operational duty when feeling physically and mentally fit. During such temporary exemption from operational duty, the employee will receive payment as if he or she were performing duty as an operational air traffic controller.
- b. The employee has the right to be accompanied by a representative of his or her own choice during any hearing, enquiry or investigation related to an air traffic accident or incident.
- c. The employer will provide a legal advisor of the employee's choice in cases where such assistance is rendered necessary by the employer or requested by the employee.
- d. The employee will get access to all relevant recordings covering the time of the accident or incident. Such access will be given without delay, and will also be made available to the employee's advisors.
- e. Any legal liability after an air traffic accident or incident lies with the employer, provided the employee is not proven guilty in court of a deliberate act impairing air safety or is proven guilty of criminal negligence.

12. Unlawful Interference with Civil Aviation Facilities

- a. The employer is responsible for providing adequate security systems and procedures in order to safeguard the employee working within the air traffic control facility concerned.
- b. The employee will not be held legally responsible for carrying out orders during unlawful interference with civil aviation facilities which deviate from or violate ICAO rules. Such orders will be given in writing to the employee's immediate superior, and the originator will in such cases be clearly identified.
- c. The employee will have the right to be temporarily exempted from operational duty after having been involved in a case of unlawful interference. The assignment to non-operational duties is voluntary and the employee can at his or her own wish return to operational duty when feeling physically and mentally fit. During such temporary exemptions from operational duty, the employee will receive payment as if he or she was performing duty as an operational air traffic controller.

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