

Communique to CFPA Members - April 2002

First of all, I apologize for the lack of recent email communication directly to members; however, the following review of events may serve to explain the situation.

Nav Canada

There was an information picket held in front of the Chateau Laurier Hotel on Thursday, April 11, 2002 while the Nav Canada Board of Directors were conducting their annual meetings inside the hotel. Advertisements were also placed in the Ottawa Citizen and Le Droit all with the same theme that while Eagle awards to the company based on superb work by employees are nice, it is small comfort to those employees who continue to work diligently without a new contract. This initiative was a combined effort of the eight unions in the Nav Canada Bargaining Agents Association. Your negotiating team continues to develop strategies to deal with the company's hard line of no discussions regarding improvements for employees prior to September 2002.

The company was reluctant to approve the new travel rates; however, representations at the Nav Canada Joint Council Executive Committee were instrumental in the approval of new Meal and Mileage Rates for 2002 and which can be found at <http://intranet.navcanada.ca/hr/travel/index.htm>. The company indicates that they are not happy with the formula used to derive the rates and may pursue a review of the formula. There have also been discussions trying to achieve agreement regarding OSH policies and Benefit appeal procedures but no accord has been reached to date.

Transport Canada and Transportation Safety Board

The last negotiation session was held last September with the assistance of a conciliation officer to try to help the parties to reach an agreement. The conciliation meetings resulted in no significant progress on the outstanding issues and in fact the actions of the employer during those talks with regard to a regressive proposal on hours of work demonstrated the employer's lack in interest in reaching an agreement. We informed them and the PSSRB that we regarded this action as further evidence of bargaining in bad faith and requested that the issue be added to the complaint that was awaiting adjudication.

In the intervening period we conducted a strike vote and dealt with the bad faith complaint. There were no negotiations with the employer between the September session and the most recent meetings before the Conciliation Board. We recommend that you revisit the October 2001 update at our website to refresh your memory on the details.

Our complaint to the PSSRB regarding the employer's breach of Duty to Bargain in Good Faith was addressed in hearings on February 13-15 in Ottawa. At the outset of the hearing the PSSRB hearing officer encouraged the parties to participate in a PSSRB-led mediation exercise which was agreed to and resulted in the Minutes of Settlement that are available on our website www.cfpa-apfc.ca.

The Minutes of Settlement clearly address the activities that caused the bad faith charge to be initiated. Until a new collective agreement is signed, Transport Canada must stop

staffing pilot positions with non-pilots (referred to as multi-group staffing by TC) and must discuss the issue during conciliation.

Performance agreements are now just a duplication of effort for management. Anyone who has already signed one cannot be held accountable to the agreement by virtue of your signature and the documents cannot be used to implement any disciplinary measures against you. Further, any performance agreement, accountability accords, or any other name that may be used in future, cannot contain any wording to imply directly or indirectly any agreement to the document contents by the employee. You can only be asked to sign as acknowledging receipt of the document and such documents can never be used for disciplinary purposes. To fully confirm the settlement for Ontario Region members, the Regional Director of Civil Aviation (Ontario) was also required to issue a letter to CFPA members in the Ontario region directly informing them of these principles within 30 days of the settlement being signed on 15 February, 2002.

Regarding the issue of Hours of Work, the employer's proposal that was tabled in September was withdrawn and they reverted to the position that they put forward in July 2001. Given that all the parties have agreed to honour the requirement to negotiate in good faith, we trust that we will not be faced with a receding horizon again as we continue to deal with this issue before the conciliation board.

During the recent challenges that we have launched against Transport Canada and other discussions with human resources personnel we have become more aware of the methodologies used by Transport Canada to replace properly qualified pilots in Civil Aviation Inspector (CAI) positions with others who do not have pilot qualifications. The Treasury Board and PSC classification standards require pilot qualifications to be a CAI and outline the duties to be performed by CAIs. Transport Canada has communicated to us their belief that the single and only reason a pilot qualification is specified as a qualification requirement for a position is where the operation of a government aircraft is a required duty.

What has happened with this so-called multi-group staffing process is that TC takes a given CAI job description and removes the requirement to operate government aircraft, leaving all other duties, responsibilities, and authorities, and then feels legally justified to classify the job to a lower paying classification that does not require any professional certification or aviation experience. One of the impediments to anyone being aware that this process is occurring is that it takes place in the background and, although completed in advance of any anticipated requirement, does not show up anywhere until the position is activated and funded to staff/replace a CAI position on a temporary or permanent basis.

We have yet to determine how many, or in fact, if all, CAI positions have been shadowed in this manner. The recent bad faith settlement includes the requirement for regional staffing personnel at TC to cooperate with our people in providing staffing and position classification information, however; the restrictions to this multi-group process only extend until we sign a new agreement. We need to resolve this threat to all CAIs or we will likely continue to see the elimination of pilot qualifications by the stroke of a pen.

We are not aware of the Transportation Safety Board engaging in any of the multi-group staffing practices being used by TC; however, we ask that any members that become aware of such activities advise your representative and the national office immediately.

The lack of success during the September conciliation session led us to request that the PSSRB appoint a three-person Conciliation Board. The PSSRB appointed Mr. Jules Bloch as Chairman of the Conciliation Board, with Mr. Pierce Sutherland as the Employer's nominee and Mr. John T. Keenan as the nominee of the Canadian Federal Pilot's Association.

Mr Bloch is a lawyer and was formerly a member of the Ontario Labour Review Board. Mr Bloch has significant labour relations and negotiation experience in both the private and public sectors and was involved as the Chair of the Conciliation Board for the recent PSAC Table 2 and 5 settlements.

Mr. Sutherland is a very experienced retired public service executive. Mr. Sutherland held several senior appointments including senior positions at the Treasury Board and an official exchange position with the Australian Government. He may be somewhat familiar with our group and issues as he was signatory to a couple of our contracts back in the 1980s.

Mr. Keenan is a lawyer with extensive experience in aviation issues and labour relations. Mr. Keenan has served as counsel for the Canadian Airline Pilots Association and was involved in the Dryden Inquiry before Justice Moshansky.

Talks before the Conciliation Board were conducted during April 11-14, 2002. We feel that the Chairman has a good grasp of the issues and he has facilitated significant discussion between the parties. It is felt that we are finally engaging in an in-depth debate of perspectives and we are encouraged that the Chairman is pushing the parties to defend and justify their positions. We are no longer just spinning our wheels. The session consisted of four long hard-working days; however, your negotiating team did an admirable job of exploring and explaining the issues to both management and the Board Chair. It is somewhat early to predict results but we were ultimately able to provide explanation and justification to reinforce our proposals.

Below are the articles and issues that remain unresolved and include a recap of our position on these items:

- Art 19.04 - Overtime The incorporation of the concept that such compensation be paid in cash in the pay period following that in which the credits were earned and that upon request of the employee and with the approval of the employer such compensation may be credited as compensatory leave to be granted at times convenient to both the employee and the employer;
- Art 19 - Overtime The employee be compensated at double (2) time for all work performed on the second day of rest (Sunday) whether or not the first day of rest was worked;
- Art 20 - Travel The recognition of travel time as time worked, compensation for actual hours spent travelling without a limit, and the provision for compensation for an employee required to remain in travel status away from home during days off;

- Art23 - Leave A restructuring of vacation entitlement that is more consistent with the demographics of the group, no increase in amount, just entitlement to occur earlier;
- Art 43 - Call Back Payment of four (4) hours minimum compensation for being called to duty regardless of the physical location of the employee;
- Art 44 - Standby Improvement in the compensation for Standby Duty; one (1) hour of compensation for each four (4) hours of Standby duty or portion thereof;
- Art 46 - Extra Duty Allowance Entitlement for payment of Extra Duty Allowance to apply to all members of the bargaining unit and an increase in the amount of payment;
- Art 46 - Extra Duty Allowance Inclusion of the concept that 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;
- Art 47 - Job Security Agreement by the employer not to reassign work currently accomplished by our members to individuals outside the bargaining unit;
- LOA 99-4 - Equalize the amount of the R&R allowance between the two currently delineated groups at the higher amount, provide it to all members of the bargaining unit, and roll it into salary; and,
- Appendix A - Annual Rates of Pay A salary increase based on market data that was mutually agreed to by the parties for use at the bargaining table;
- Duration - Duration of new Agreement remains to be determined
- The employer has tabled several significant proposals relating to:
 - Art 18 - Hours of Work;
 - Art 28 - Severance Pay,
 - LOU 99-1 - Re: In-flight Inspections, and,
 - LOU 99-4 - Recruitment and Retention Allowance.

We view the employer's proposals as serious compromises to current conditions and we are countering their positions on these issues.

With regard to the Professional Currency Programs we are maintaining our position that changes to the programs should be accomplished through mutual agreement. However, Transport Canada has a significantly different view which has created an impasse on the issue. We expressed our strong convictions that the means by which members retain their professional qualifications and their ability to continue to do so is extremely important to the membership. The Board Chair has tasked the parties to participate in a sub-committee to meet and discuss the issues in debate and reach agreement where possible. This meeting will take place in Ottawa on May 7. Where agreement is not

achieved the parties are to document the issues and submit them to the Board Chair for further discussion at the next set of hearings before the Board.

The Board Chair has also tasked the employer with reviewing their position regarding the multi-group staffing process. The employer views staffing as an area where they have total and exclusive authority. We believe that there are many important reasons why properly-qualified pilots should be carrying out our duties and we are looking to the employer for some assurance that our jobs will not be taken away. At the May 7 meeting it is anticipated that some feedback on this issue will be provided as well.

We know this process has taken an extremely long time and we're not happy either. You may yet see more tactics aimed at splitting our group and testing our resolve. We caution you against giving in to these fractious and derisive influences. We encourage you to support and communicate with your negotiating team and your local executive and they will continue to do their utmost to represent your interests accordingly.

It is fortunate that we are now involved in a process where the Board and the Chairman are providing us with an opportunity to vent our concerns and provide documentation and substantive support of our views. We hope that this new process will culminate in the achievement of a satisfactory settlement.

We are looking forward to the next and likely final session before the Conciliation Board on May 30 - June 2. In the meantime, we will provide regional face-to-face briefings for members across the country, so stay in contact your rep and/or check the web site for dates and locations.

Greg Holbrook
National Chairman