

Communiqué to Members (No. 3) - 25 July 2001

Nav Canada

We will be filing Notice to Bargain with Nav Canada in the next few days with the anticipation that negotiations to establish a new collective agreement will begin some time in the fall. Some Nav Canada members have been meeting to start formulating proposal suggestions for their contract and we anticipate that there will be many volunteers to commit themselves to the hard work of researching and preparing for negotiations. We will send out a notice to the Nav Canada members once Notice has been filed and conditions are frozen.

TC/TSB Negotiations

On the afternoon of July 19, 2001, the negotiations between the Treasury Board and the Canadian Federal Pilots Association reached a deadlock and the decision was made to apply to the PSSRB for conciliation. As you may remember our only available method of dispute resolution is conciliation/strike because the government had extended the ban on arbitration beyond the expiry date of our current contract.

At the last negotiation session in June we were working with management on the employer's hours of work proposal and we had hoped that this would resolve our differences on this issue to reflect our current contract of the last 20 years. We agreed to delay further discussions until this most recent round of talks, at the employer's request, so that they could consult with their steering committee and subsequently return with a response. They had also committed to providing a wage proposal. Negotiations reconvened and we unfortunately were unable to resolve our differences; which left us very disappointed. Our disappointment was not relieved by the employer's wage offer of a 2% wage increase for each of two years inclusive of all pay parameters. It became apparent at this point that any further progress at negotiations was extremely unlikely and an immediate application for conciliation should be made.

At the time that talks broke off the parties were significantly apart on several issues. You may recall receiving our original list of proposals when we exchanged them with the employer in February. The following list outlines those proposals that remain outstanding despite our efforts during the meetings of 17-20 July 2001.

Article	Description	Current Status
Art 19.04	The incorporation of employee's discretion for form of payment of additional compensation and mutual agreement on scheduling of compensatory leave	Proposal tabled
Art 19.02	The employee be compensated at double (2) time for all work performed on the second day of rest whether or not the first day of rest was worked	Proposal tabled
Art 20	The recognition of travel time as time worked, compensation for actual hours spent travelling, and the provision for compensatory leave for an employee required to remain overnight in travel status away from home	Proposal tabled

Article	Description	Current Status
Art23	A restructuring of vacation entitlement that is more consistent with the demographics of the group, no increase in amount, entitlement just occurs earlier	Proposal tabled
Art 43	Payment of four (4) hours minimum compensation for being called to duty should be regardless of the physical location of the employee	Proposal tabled
Art 44	Improvement in the compensation for Standby Duty; one (1) hour of compensation for each four (4) hours of Standby duty or portion thereof	Proposal tabled
Art 46	Entitlement for payment of Extra Duty Allowance to apply to all members of the bargaining unit and an increase in the amount of payment	Incorporated in Wage Proposal
Art 46	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	Proposal tabled
Art 47	Agreement by the employer not to reassign work currently accomplished by our members to individuals outside the bargaining unit	Proposal tabled
LOA 99-4	Equalize payment of current R&R allowance to all members of the bargaining unit at the higher amount and roll into salary	Incorporated in Wage Proposal
	A proposal regarding a general wage increase	Proposal tabled
	Duration of new Agreement	To be Discussed

Our aim was to reach a negotiated settlement at the bargaining table; however, if we found that we could not settle on a new agreement, we could then make submission to the PSSRB to request the appointment of a conciliator. This is the stage we are at right now. If after conducting sessions with the conciliator, the two sides are unable to reach an agreement, the conciliator will file a confidential report with the PSSRB and the parties may request the establishment of a Conciliation Board. The board consists of a bargaining agent nominee, an employer's nominee, and mutually agreed/appointed Chairperson. If after meeting with the board the parties remain unable to reach a settlement, the board will submit a public report to the PSSRB with their recommendations. Any work action that would constitute a strike is prohibited until seven days after the Conciliation Board has submitted its report.

In relation to a strike vote, you can expect to receive a ballot by mail during the conciliation process. It is important that you provide your hard-working negotiating team with a strong mandate and indicate how strongly you feel about the proposals that have been submitted to the employer on your behalf.

The association has reviewed a draft version of a Strike Handbook that will be available in the near future to provide members with information about the process and procedures to be followed should work action be necessary. It will lay out the options and parameters from an individual's perspective and we anticipate that you will find it to be a very useful tool. We should remember that a statutory freeze still exists for working conditions and employees may not take any work action until we are in a legal position to strike.

Despite our endeavors at the bargaining table, the CFPA has been forced to file a Breach Of The Duty To Bargain In Good Faith claim with the PSSRB, against the employer, for actions taken outside of the bargaining table, relating to subject matter which had and continues to be part of the negotiations. The stated intent by Transport Canada to fill CAI positions with non-CAIs was challenged by the CFPA both at the bargaining table and in writing to TC management. Incorporated in the bad faith claim were charges that the employer violated the statutory freeze when the department decided to ignore our objections and recommendations and unilaterally made significant changes to the working conditions of employees while engaged in negotiations with the certified bargaining agent. We would expect that the hearings will be scheduled very promptly by the PSSRB and we will advise when we have a date and location.

It has come to our attention that comprehensive documents referred to as "Performance Agreements" have been recently distributed to some of our members for signature with the direction that they must sign them. The documents begin with the statement that "the undersigned concur with the contents of this document as the basis for evaluating the performance of [employee name] for the 2001/02 fiscal year." The four-page Performance Agreements include "Result Areas," and vague but elaborate "Performance Measures" that are identified as "Ongoing Commitments." On the face of it, these "Performance Agreements" appear, at their worst, to be an amended contract of employment imposed unilaterally upon the employee, or, at their best, a change in working conditions without reference to the employee or their certified bargaining agent.

It is patently unfair to demand that the employee agree, by signature, to such substantial changes in their working conditions with the announced purpose of evaluating performance to a new standard, thereby providing the employer opportunity to discipline for non-performance, and all the while, by-passing the bargaining agent. Members are currently governed by their properly enabled job descriptions and evaluated in accordance with the PRAP process. As far as we have been able to determine, the applicable job descriptions have not been altered by any recognized procedure.

If you are presented with a Performance Agreement, we would ask you to contact your National CFPA office immediately. We also advise you that you are not required to sign any such agreement and we strongly urge you not to do so. Accordingly, we have requested in writing that these "Performance Agreements" be immediately rescinded and that Transport Canada management refrain from such action in the future.

Designated positions with both departments, for this round of bargaining, have been defined to the satisfaction of your association; however, the details are still being finalized. We will send further information in a separate message regarding how and by what method are you advised that your position is designated as well as the different levels and conditions that may apply to a particular designated position.

Collective bargaining in itself is a most difficult process, particularly when dealing with the government as the employer. It is extremely difficult for us to negotiate with the employer, while fending off attacks from the employer's departmental representatives. In all of our discussions both in negotiations and in the joint committee meetings (TC, TSB, and TB) never did anyone suggest that a mutual resolution to the R&R problem would be to recruit people outside the bargaining unit to do our jobs for less pay. These assaults on the integrity of the bargaining process and our members have placed an additional burden on the negotiations. We continue to rely on, and appreciate, your patience and support while we try very hard to improve things for you.

We are again caught up in a long and tedious war of attrition with the employer. Your CFPA executive and your negotiating team are not pleased about the duration of these negotiations either, but we remain committed to investing the effort required to obtain a satisfactory agreement for you.

Greg Holbrook
National Chairman