

Dear CFPA members;

On June 30, 2006 we signed a tentative settlement with the employer for a new collective agreement. This tentative agreement is being submitted to you without a recommendation from the negotiating committee. In this package you will find detailed information that will enable you to make an informed decision as to whether you accept the proposed new collective agreement or reject it.

In addition to this covering letter you'll find a guidance document that highlights all of the changes to the collective agreement including, for your comparison, the old clause, the new clause, and an explanation of what the changes mean. You'll also find a copy of each of the clauses themselves for your reference. Also enclosed are a ballot card and a stamped addressed envelope for your use in returning your vote. Please ensure that you mark your ballot card and mail it in the provided envelope to be postmarked no later than midnight of August 14, 2006. Please do not make any other marks on the ballot card. If you wish to provide comments, please do so on a separate sheet so that your ballot will not be rejected.

To understand why this deal is being presented to you in this way, you need to know the story and background of how we got here. Two and a half years is a long time to spend in collective bargaining. There are a lot of things that occurred and to make an informed decision we feel that it is to your advantage to spend the time to review the history of the last two and a half years.

As you are well aware this has been a very long process that began when we filed notice to bargain in December, 2003. At the time, the decision was made to enter into interest based bargaining with the employer. Joint training was completed and an initial four days of interest base bargaining with the assistance of a facilitator was attempted in April 2004. The CFPA strategy, at that time, was to accept the standard public service wage pattern and to seek to resolve some workplace issues in an interest based manner. This was unfortunately not a successful exercise and we moved on to conciliation in October and November of 2004. While some progress was made, many issues remained outstanding. In late June and early July of 2005 we again got together for a face to face negotiations and progress was made on several issues; many of which were items of concern for the employer. While we were very close to a complete agreement when talks broke off in July 2005, agreement regarding hours of work and payment of overtime remained unresolved. Additionally, while we were agreeing to a standard pattern pay increase, we were marginally different in what we believed the pattern to be.

After the July 2005 round the next logical step would have been to move to a three person conciliation board however we were unable to do so until the issue of designated positions was resolved. Transport Canada maintained that they needed a 50% increase in the number of designated positions, and the CFPA executive was convinced that this was simply a move to prevent the union from having any effectiveness in a strike scenario. While several meetings were conducted to seek compromise, including a request from Treasury Board to delay referring the issue to a designation review panel, a compromise solution was not forthcoming. Eventually, after discussing the issue at the May 2006 meeting of the CFPA Executive Board, Treasury Board was requested to refer the issue to a designation review panel constituted by the Public Service Labor Relations Board.

For some time the CFPA had been suggesting to the employer that despite our inability to resolve the designations issue there was no reason why we could not voluntarily agree to return to the bargaining table and carry out negotiations with the goal of concluding a new collective agreement. It was not until early May 2006 that the Treasury Board approached us with the suggestion of participating in mediation under the auspices of the Public Service Labor Relations Board. We accepted the proposal and subsequently met with the mediator and the employer's team for three days during June 27th through 29th 2006.

There were only a few issues to be resolved in addition to the pay increase. The CFPA negotiating team met on the day before mediation to review the issues and pertinent information, to ensure that we were fully prepared to meet with the mediator and the employer. The mediation talks were productive and moved us very close to a final solution. On two occasions during the last day of mediation the mediator presented us with final settlement packages that we accepted. Both times the employer continued to have concerns and was unable to agree. At 0200 hrs on the Friday morning, having worked through the evening of the third day, the mediator returned to our caucus room and informed us that the mediation was over and unfortunately we are unable to achieve an agreement. We were advised that we might get a call the next day from one of the employer's representatives but at this time they're unable to agree to a settlement and would have to return and consult with their superiors. After the mediator left we went looking for the employer's team to inquire about next steps and found that they had left the building. Given that we had been advised mediation was over and we had no information as to what the employer intended to do next we sent our team members home.

Friday was the day scheduled for the move of the CFPA national office to new premises. Shortly after arriving in the new office I received a call from the treasury board negotiator at 1245 hrs. The employer requested that I attend a meeting at the Treasury Board offices at 1330 hrs. At 1325 hrs I phoned to advise that I was on my way over to their office and subsequently arrived at approximately 1345 hrs. I met with a representative of Transport Canada management and the Treasury Board negotiator. They presented to me a revised proposal on hours of work that included the employer's right to institute day to day changes to normal scheduled hours of work. There was considerable discussion with the employer about the necessity of this clause proposal and we maintained that the employer would gain little by instituting this practice. We also reiterated our concern for the employer's unilateral implementation of these daily changes to normal hours of work during the statutory freeze which continued to be the subject of a bad faith case before the labor relations board.

The discussion continued and moved on to the employer's last proposal on payment for overtime in Article 19.04 (a). The employers proposal consisted of the deletion of the words "at the direction of the employer" which we had accepted as part of a package the day before. Management indicated that they felt this was a mistake and they were not willing to let this proposal stand for any length of time. They did realize that they could not take it off the table having made the proposal the day before and it having been accepted by us.

There was considerable discussion regarding the concept of payment of overtime and the fact that we believed that this was compensation that was directly owed to the employees. We believe that an employee having done the work deserves to be paid.

The management position that the money must stay as compensatory leave and that they were not budgeting to pay employees is an inconsequential argument if one understands the principle that employees should be paid for their work. It is clearly the responsibility of the employer to pay their employees for the work that they have done. Every other public service employee group including all of the other employees at Transport Canada and the Transportation Safety Board have the right to choose whether their overtime compensation is provided in cash or leave. When they are paid cash they are paid in the next pay period. When they are paid in leave they are allowed to take it at times that is mutually convenient. While we repeatedly requested standard language representative of all the other public service groups, we were unable to achieve this.

After discussing the principles involved for some time, management informed me that I had until 1600 hrs to decide whether to accept the entire package as they had presented it, including day to day changes in Article 18.01(c) and that if we did not agree to accept by 1600 hrs then everything would be off the table and we would not see these proposals again.

It was now past 1430 hrs and there was little time to further debate the issues. I confirmed the details of the proposals and the specifics of deal that was on the table and exited abruptly at 1442 hours. In doing so I indicated my considerable displeasure with the approach the employer was taking and with the completely unrealistic deadline that they had imposed late on a Friday afternoon before a long weekend.

I immediately returned to the CFPA office and having one phone line, in addition to my cell phone, Kathy and I managed to make contact with all but one negotiating team member and get them dialed in to a conference call. A "lively" discussion ensued. I contacted the treasury board negotiator when our discussion continued past 1600 hrs and obtained an extension until 1630 hrs.

The money that was involved with the package had been confirmed to conform to the standard patterns available within the public service and there was commitment that the increases would it apply to salary and both allowances. There was little debate that this was as good as we would be able to get given the current context.

In trying to deal with the difficult issues relating to payment of overtime in Article 19.04(a), the negotiating team felt that the most difficult and disruptive issue was management's ability to direct individuals on compensatory leave at times that may not be convenient for the employee. Management's compromise on Article 19.04(a) by deleting the words "at the direction of the employer" relieved most of the concerns expressed by members. The negotiating team felt that, at this time, acceptance of this proposed language was a reasonable solution.

The big concern for the negotiating team was management's continuing desire to acquire the right to implement day to day changes to normal scheduled hours of work as indicated in their proposal on Article 18.01. The mandate of the negotiating team did not include the ability to agree to daily changes to normal scheduled hours of work. After much discussion on the issue, the consensus of the group was that the impact was likely to be limited in scope and that for the majority of members, the application of this exception in paragraph (c) of article 18.01 would have little significant effect.

The team was now in the dilemma that they were convinced that the package being offered was the best possible deal that would be available within the current context; however, they did not have a mandate from the CFPA executive board to agree to day to day changes to normal schedule the hours of work. Given the time constraints it was not possible to get in contact with the executive board and conduct the necessary discussions to determine whether the negotiating team could accept and agree to the tentative deal or not. The group came to the decision that the only reasonable alternative was to provide the tentative deal to the membership and allow them to vote on its merits. Having no mandate, and no time to acquire one, the deal would have to be submitted to the membership without recommendation.

At 1630 hrs I contacted the Treasury Board negotiator and indicated that we would submit that tentative deal to our membership for ratification without recommendation and subsequently the Minutes of Settlement document was drawn up and signed.

The following week a conference call was conducted with all available negotiating team and executive board members online. A complete briefing was provided of the circumstances that gave rise to the current situation, and the details of all of the elements of the tentative agreement. The group consensus at that time again supported the actions of the negotiating team in submitting the deal to the membership for a vote.

By this time most members will have attended a local membership meeting and received a briefing about the negotiations and the tentative deal. While this deal is provided to the members with no recommendation the facts are that it has more to do with circumstances than the content of the deal itself. I believe that if you ask any member of the negotiating team whether they truly feel that this deal is the best possible deal available in the current context that they would answer, yes they do. I can understand why many members may be very upset at how the employer presented this deal to us. I honestly feel that their methods were abhorrent, but reacting emotionally would not be in the best interests of the membership. I encourage every member to cast their ballot in the way that they see fit; however, I believe that there is no better deal to be had in the current environment.

I would like to take this opportunity to sincerely thank all members of the negotiating team for their diligent efforts, their intelligent insight, and their respect for one another while dealing with many very emotional and thorny issues. I would also like to thank the executive board of the CFPA for their continuing support of the negotiating team and their flexibility in dealing with many complex and difficult issues.

After such a long drawn out and complicated process it is now your turn to participate. Please take the ballot that is in this package and exercise your right to vote. This is the important culmination of all the work that has proceeded over the last two and a half years. We would ask you to now participate by casting your ballot and mailing it in a timely manner.

Thank you for your dedication and support.



Greg Holbrook
National Chairman