



Local 54 54 – Section Locale 54 54

Representing Canada's Air Traffic Controllers - La voix des contrôleurs aériens du Canada

April 13, 2010

TO: REGIONAL VICE PRESIDENTS
BRANCHES AND FACILITIES

Arbitrator agrees with Union on TOIL

When a member requests time off in lieu of pay (“TOIL”) for overtime, but can’t reach agreement with management on when to take the time off, the overtime is paid out on March 31. What happens when your overtime is worked close to that date, and management says they just can’t spare you in time to avoid the March 31 payout?

That question was the trigger for a “policy” arbitration heard on March 25 in Montreal by Arbitrator Ted Weatherill. His decision, issued on April 9, agreed with the Union on all counts. Here are some of the consequences of that decision:

1. A member who absolutely does not want cash for some overtime shifts will always be able to take the time off – provided they are flexible as to when.
2. In 2002, we won agreement from NAV Canada that when a member requests TOIL, management must respond in good faith and without delay: Either approve the dates requested, or make a “genuine search for alternative dates”. In his decision last week, the arbitrator went one step further – unless the member is only interested in specific dates, management must **always** actually offer some dates.
3. NAV Canada argued that if they can’t find dates in time for March 31, the contract language forces them to pay cash. The arbitrator disagreed. He ruled that nothing stops management from approving dates after March 31 as well (obviously, provided that the member agrees). This means that even if members work an overtime shift on March 30, they are still guaranteed the ability to get time off if they so choose.

“This is one more step in enabling our members to enjoy an important leave benefit,” said CATCA President Greg Myles.

In solidarity,

Abe Rosner
CAW National Representative