



**COLLECTIVE AGREEMENT**

**between**

**THE CANADIAN AIR TRAFFIC CONTROL ASSOCIATION  
CATCA/UNIFOR LOCAL 5454**

**and**

**NAV CANADA**



**Expiry Date: March 31, 2028**

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## ARTICLE 1 DEFINITIONS

Unless specified elsewhere in this Agreement, the following definitions will apply throughout this Agreement:

- (1) For the purpose of this Agreement the following shall be considered as employees occupying control positions:
  - (a) Air Traffic Controllers in Area Control Centres and Control Towers,
  - (b) all team and shift supervisors in Area Control Centres and Control Towers;
  - (c) all Air Traffic Controllers-in-Training in Area Control Centres, or Control Towers;
  - (d) Data Systems Co-ordinators;
  - (e) Unit Operations Specialists in Control Towers;
  - (f) All Traffic Management Unit employees.

All employees other than those listed above shall be considered to be occupying non-control positions.

- (2) "Weekly rate of pay" means an employee's annual normal pay divided by 52.176.
- (3) "Straight-time rate" means an employee's weekly rate of pay divided by thirty-four (34).
- (4) "Designated holiday" means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this agreement. Any shift in which the majority of time is worked in this period shall be deemed in its entirety to fall within this period. Any shift in which the majority of time is worked outside of this period shall be deemed in its entirety to fall outside of this period.
- (5) In this agreement, "Company" means NAV CANADA, the Employer.
- (6) "An operating irregularity" is a situation which occurs when air traffic control service is being provided and when a preliminary investigation indicates that safety may have been jeopardized, less than minimum separation may have existed, or both.
- (7) "Shift cycle" means the recurring sequence of an employee's days of work and days of rest.

- (8) "Shift schedule" means NAV CANADA's advance posting of shifts to be worked by employees within their shift cycle.
- (9) "Normal pay" means compensation for the performance of duties of a position including Supervisory Differential, but exclusive of allowances, special remuneration, overtime, other compensation, and other gratuities. While on MOS, in accordance with LOU 2023-05, normal pay shall also include the ATC premium/OFP.
- (10) (a) "Continuous service" means:  
unbroken service from the employee's last date of hire including authorized leaves of absence.
- (b) "Continuous employment" means:  
continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur.
- (c) the continuous service or continuous employment of a "designated" continued employee shall include their continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996, and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.
- (11) "Will" and "shall" in this agreement have the same meaning.
- (12) A regular employee is an employee hired for an indeterminate ongoing basis.
- (13) "Temporary employee" is an employee hired for a specified term.
- (14) "Spouse" is one of two people legally married to one another or those in relationships where they have lived with one another for a period of at least one year, continue to live with each other, and who have publicly represented themselves as spouses.
- (15) "Employee" means a person who is a member of the bargaining unit.
- (16) "Step-Relative" means Step-Mother, Step-Father, Step-Son, Step-Daughter, Step-Brother, Step-Sister.
- (17) "Designated Employee" means a person who was employed in the Public Service prior to November 1, 1996, and whose name was set out on a list of employees designated by the Minister of Transport for purposes of the Civil Air Navigation Services Commercialization Act (Bill C-20 assented to 20<sup>th</sup> June, 1996).

- (18) "Continued Employee" means a Designated Employee who accepted the offer of employment made to them by NAV CANADA to become an employee of NAV CANADA as of and from the Transfer Date, November 1, 1996, and who became an employee of NAV CANADA on the Transfer Date.
- (19) "Work week" means a complete set of contiguous days of regular work, surrounded by, but not including, scheduled rest days.



**ARTICLE 2**  
**PURPOSE**

- 2.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NAV CANADA, the Union, and the employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 2.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of NAV CANADA which operates in a regulated environment.

### **ARTICLE 3 RECOGNITION AND RELATIONSHIP**

#### **3.01 Exclusive Bargaining Agent**

NAV Canada recognizes the Unifor Canada and its Local 5454 (CATCA) as the exclusive bargaining agent for all employees in the bargaining unit as set out in the order of the Canada Industrial Relations Board, given order number 10712-U, dated December 31, 2014, in CIRB file number 30768-C.

#### **3.02 Union Recognition**

- (a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment and every new employee shall within thirty (30) days after the commencement of their employment, or after graduation from generic training, apply for and thereafter maintain membership in the Union as a condition of their employment.
- (b) The Union will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Union for a reason other than a failure to pay the periodic dues, assessments, and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

#### **3.03 Employee Information**

NAV CANADA agrees to provide the Union with the following information on a monthly basis pertaining to all employees in the bargaining unit:

Employee's name  
 Position and/or acting position  
 Group and level  
 Location (unit)  
 Tenure or status in position  
 Effective date of change  
 Current salary  
 Date of assignment  
 Acting level  
 Position title

CATCA identification number  
 List of changes since last report

### 3.04 **Collective Bargaining Committee**

NAV CANADA agrees to recognize and deal with a Collective Bargaining Committee for the purpose of negotiating collective agreements between NAV CANADA and the Union. The Collective Bargaining Committee may be assisted by representatives other than employees.

### 3.05 **Leave for Collective Bargaining**

For meetings with NAV CANADA under 3.04, up to four (4) members of the Collective Bargaining Committee shall be granted leave without pay.

### 3.06 **Notification of Union Representatives**

NAV CANADA acknowledges the right of the Union to appoint or elect employees as Union Representatives or Stewards. The Union shall notify NAV CANADA promptly and in writing of the names of its representatives, the respective dates of their appointment, their workplace jurisdictions, and the names, if any, of those representatives who are being replaced or discontinued.

### 3.07 **Carrying out Steward Duties**

The Union recognizes that employees who are representatives of the Union have regular duties to perform in connection with their work for NAV CANADA. A Union Representative/Steward shall obtain the permission of their immediate supervisor before leaving their work to investigate urgent employee concerns arising out of the workplace, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. While recognizing that operational and safety requirements take precedence, such permission shall not be unreasonably withheld. The Union Representative/Steward shall report back to their supervisor before resuming their normal duties.

### 3.08 **Access to Company Premises**

Upon proper notification to the authorized management representative, a union representative will have access to NAV CANADA's premises to conduct union business arising out of the collective agreement and/or Company policies so long as such access does not unduly interfere with NAV CANADA's operations.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and acknowledges that NAV CANADA has and shall retain the exclusive right and responsibility to manage and operate NAV CANADA's business in all respects including, but not limited to, the following:
- (a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning NAV CANADA's business, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
  - (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge, and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of NAV CANADA.

**ARTICLE 5**  
**WORK OF THE BARGAINING UNIT**

**5.01 Work of the Bargaining Unit**

- (a) Functions that at present are performed exclusively by members of the bargaining unit will not be contracted out or assigned to members of other bargaining units.
- (b) Where because of operational requirements either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposal of either party and may mutually agree to make exceptions to the foregoing.
- (c) Individuals whose services are engaged to perform work of the bargaining unit under the control and direction of the company will be deemed to be employees in the bargaining unit for all purposes of the collective agreement.

**5.02 Assignment of Air Traffic Control Duties**

NAV CANADA will only assign work to the air traffic control group that is related to the air traffic services business.

## **ARTICLE 6 CHECK-OFF**

### **6.01 Mandatory Check-Off**

Subject to the provisions of this Article, NAV CANADA shall, as a condition of employment, deduct Union Membership dues and initiation fees from the monthly pay and/or training allowance(s) of all employees in the bargaining unit in accordance with the Union's by-laws.

### **6.02 Timing for Check-Off**

The provisions of 6.01 will be applied effective the first of the month following the signing of this Agreement and the deductions from the pay and/or the training allowance for each employee in respect of each month shall start with the first full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deduction NAV CANADA shall not be obliged to make such deduction from subsequent salary.

### **6.03 Remittance to Union**

The amounts deducted in accordance with 6.01 shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the amount of the deduction made on behalf of each employee.

### **6.04 Union Benefit Plans**

NAV CANADA shall provide a voluntary revocable check-off of premiums payable on health and sickness, and life insurance plans provided by the Union for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Union dues and initiation fees in a single monthly deduction.

### **6.05 Indemnification for Union Errors**

The Union agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article.

### **6.06 Revision to Dues**

If a general revision in the amount of membership dues is to be made during the term of the Agreement, the Union agrees to notify NAV CANADA in writing at least sixty (60) days prior to the effective date of such revision.

**6.07 Prohibition**

No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.

**ARTICLE 7**  
**LEAVE OF ABSENCE ON UNION BUSINESS**

**7.01 Elected Union Officials**

- (a) With reasonable notice from the employee in writing that they have been elected to a full-time office of the Union, NAV CANADA will grant leave with no loss of seniority to the employee for the term of the office.
- (b) An employee granted leave under clause (a) above shall continue to receive their regular salary and benefits for the period of leave granted, subject to the Union reimbursing NAV CANADA for all associated costs.
- (c) The period of leave granted shall be counted as continuous service for the purposes of calculating severance pay, vacation leave, and pay increments.
- (d) An employee granted leave under clause (a) shall have their unused vacation leave and lieu leave credits frozen until they cease to hold such office.
- (e) Where an employee ceases to hold such office they shall be entitled to return to their former work unit at the same grade and level occupied prior to the leave of absence or, by mutual agreement, to a position at the same grade and level similar to that occupied prior to the leave of absence.

**7.02 Attendance at Union Functions**

Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees at any one time to attend Union meetings, congresses and conventions. Leave without pay for this purpose shall be requested in writing to NAV CANADA as far in advance as possible of the date the leave is to commence, but normally not less than fifteen (15) calendar days in advance. Approval of such requests shall not unreasonably be withheld.

**7.03 Canada Industrial Relations Board**

Where operational requirements permit, NAV CANADA will grant:

- (a) leave with pay to an employee who makes a complaint on their own behalf alleging a violation of any paragraph of Section 94 of the Canada Labour Code;
- (b) leave without pay to an employee who makes a complaint on their own behalf, alleging a violation of any section other than Section 94 of the Canada Labour Code; and



- (c) leave without pay to an employee representative who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

#### 7.04 **Canada Labour Code Applications for Certification**

Where operational requirements permit, NAV CANADA will grant leave with pay:

- (a) to an employee representative who represents the Union in an application for certification or in an intervention; and
- (b) to an employee who makes personal representations with respect to certification.

#### 7.05 **Interest Arbitration Board and Conciliation Board Hearings**

Where operational requirements permit, NAV CANADA will grant leave without pay to an employee representing the Union before an Arbitration Board or Conciliation Board.

#### 7.06 **Arbitration**

NAV CANADA will grant leave:

- (a) with pay to the grievor to attend the arbitration, and
- (b) where operational requirements permit, leave with pay to the Union Representative of an employee who is party to an arbitration.

#### 7.07 **Witnesses**

- (a) An employee who is requested by NAV CANADA to appear as a witness before an arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, will be granted leave with pay to attend the hearing and appear as a witness if called.
- (b) Where operational requirements permit, NAV CANADA will grant leave without pay to an employee called as a witness by an employee or the Union.

#### 7.08 **Leave of Absence Without Pay for Union Business**

Where operational requirements permit, NAV CANADA shall grant leave of absence without pay to officers of the Union to attend to Union business. For the purposes of this clause, the following, or their equivalent should position titles change, shall be considered 'officers':

1. President
2. Executive Vice President
3. Regional Vice Presidents

4. Branch Chairs
5. From time to time, upon written confirmation to NAV CANADA from a Regional Vice President, the Executive Vice President or the President, a Union Steward who has been duly appointed as a member of a union committee.

#### 7.09 **Attendance at Invitation of Federal Government**

Operational requirements permitting, two (2) employee members of the Union's National Executive or their appointed alternates, formally invited by Federal Government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave of absence with pay including reasonable travel time required for attendance at such meetings. Should an employee attend such a meeting on the employee's regularly scheduled day of rest, the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of their normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and their supervisor. Should such time off not be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

## **ARTICLE 8 UNION-MANAGEMENT CONSULTATION**

### **8.01 Consultation on Matters of Mutual Interest**

NAV CANADA and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Company-Union relations.

### **8.02 Recognition of Union Committees**

NAV CANADA will recognize Union Committees for the purpose of consulting with management as follows:

- (a) A Union National Committee;
- (b) By agreement of the parties and where circumstances warrant, Union Local Unit Committees may be established for the purpose of consultation with local management.

### **8.03 Limitations on Jurisdiction**

It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

### **8.04 Frequency of Committee Meetings**

Meetings with the Union National Committee shall take place at least annually. By agreement of the parties the frequency of meetings may be increased. The frequency of meetings with Union Local Unit Committees shall be determined by mutual agreement.

### **8.05 Location of Meetings**

All meetings shall be held on NAV CANADA's premises at a time and for a duration determined by mutual agreement. The parties shall endeavour to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled on an employee's day of rest, the employee shall not be entitled to any compensation.

**8.06 No Loss in Pay for Union Committee Members**

- (a) Full-time employees forming the membership of Union Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (b) For the purposes of 8.06 (a) the number of full-time employees shall be limited to:
  - (i) 10 for Union National Committee;
  - (ii) 3 for Union Local Committees.

**8.07 Requirement for Written Agendas**

A designated representative of Union Committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting, but in any case, normally not less than fifteen (15) calendar days in advance.

**ARTICLE 9**  
**USE OF EMPLOYER FACILITIES**

**9.01 Union Meetings**

NAV CANADA may permit the Union to use NAV CANADA's premises outside the working hours of the employees for conducting meetings of their members, where refusal to grant permission would make it difficult for the Union to convene a meeting. Such meetings shall not unduly interfere with NAV CANADA's operations.

**9.02 Bulletin Boards**

Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by NAV CANADA.

## **ARTICLE 10 TECHNOLOGICAL CHANGE**

### **10.01 Notice Requirements**

At least one hundred and eighty (180) days before the introduction of any major technological change which will result in a reduction of staff, NAV CANADA shall notify the Union of the proposed change.

### **10.02 Technological Change**

The company agrees that the Union may appoint Union members assigned to work on projects as Union contacts to provide information confidentially to the union regarding progress and issues directly related to the project.

### **10.03 Technical Briefing**

The Parties agree to add a Technical Briefing update of a minimum of a half day to any planned National Union-Management Committee meetings. The update shall be for the purposes of consulting on the evolution of air navigation technology and resulting changes to the work of the members of the bargaining unit.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

### **11.01 Definition of Grievance**

A grievance shall be defined as any dispute between NAV CANADA and the Union (on behalf of an employee, group of employees or on its own behalf) concerning the interpretation, application or administration of the Collective Agreement, and shall include individual employee grievances, group grievances, policy grievances, Union grievances and Company grievances.

### **11.02 Definition of Days**

A day shall mean calendar days, however, where a time limit ends on a Saturday, Sunday or Holiday, as listed in Article 28, the time limit shall be extended to the next normal business day.

### **11.03 Disclosure of Information**

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information with respect to the subject matter of the grievance.

### **11.04 Dispute Resolution**

#### **Complaint Stage**

- (a) Before presenting a grievance through their authorized Union representative, the employee shall meet with their authorized Management representative to discuss and attempt to resolve the complaint.
- (b) The employee is entitled to have an authorized Union representative accompany the employee during such meeting.

#### **Step 1**

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized Union representative, on behalf of the employee(s) concerned, may submit a written grievance to the employee's authorized Management representative.
- (b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee(s) ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.

- (c) NAV CANADA's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the employee(s) concerned no later than fifteen (15) days following receipt of the grievance at Step 1.

## **Step 2**

- (a) Failing settlement being reached at Step 1, the authorized Union representative on behalf of the employee(s) concerned, may within ten (10) days of the receipt of the Step 1 response or the expiration of the Step 1 time limits transmit in writing the grievance to NAV CANADA's authorized representative.
- (b) NAV CANADA's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the employee(s) concerned no later than thirty (30) days following receipt of the grievance at Step 2.

### **11.05 Referral to Arbitration**

Failing settlement being reached at Step 2, either party may refer the grievance to arbitration within thirty (30) days of the receipt of the Step 2 reply, by so advising NAV CANADA's authorized representative or the authorized Union representative, in writing of its intention to refer the dispute to Arbitration.

### **11.06 Abbreviated Procedure**

Any policy grievance, Company grievance or a discharge grievance shall be submitted directly to Step 2 within twenty (20) days of the incident giving rise to the grievance or from the date when the Union, NAV CANADA or the employee(s) ought to have reasonably been aware of the incident giving rise to the grievance.

### **11.07 Extension of Time Limits**

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

### **11.08 Time Off Work to Discuss Complaints and Grievances**

- (a) The Union recognizes that each employee and authorized Union representative is employed to perform work for NAV CANADA and therefore no employee or authorized Union representative will leave their work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management representative. While recognizing that operational and safety requirements take precedence, permission shall not be unreasonably withheld.



- (b) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, in the employee's headquarters area and leave to attend is granted to the employee, the employee shall not suffer loss of normal pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's headquarters area, the employee shall not be entitled to be paid.
- (c) When a discussion or meeting on a complaint or grievance takes place during normal working hours and leave to attend is granted to the authorized Union representative, the authorized Union representative shall not suffer loss of normal pay if the discussion or meeting is within their area of jurisdiction. If the discussion or meeting is outside their area of jurisdiction the authorized Union representative shall not be entitled to be paid.
- (d) Employees and authorized Union representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

#### **11.09 Notification of Authorized Representatives**

The Union shall notify NAV CANADA in writing of the names and areas of jurisdiction of its representatives authorized to represent the Union in the presentation of grievances at each level and shall promptly notify NAV CANADA in writing of changes in these names. NAV CANADA shall notify the Union in writing of the position/titles and areas of jurisdiction of its representatives authorized to represent NAV CANADA with respect to the receipt and response of grievances at each level, and shall promptly notify the Union in writing of changes to these names.

### **Arbitration Procedure**

#### **11.10 Powers of an Arbitrator**

A grievance referred to arbitration shall be determined by a mutually acceptable arbitrator/Board of Arbitration who shall have all the powers described in Part 1 of the Canada Labour Code.

#### **11.11 Cost of Arbitration**

In respect of the cost of arbitration of grievances, the parties shall share equally the fee and expenses of the sole arbitrator or the Chair of the Arbitration Board and where applicable each party shall be responsible for the expenses of their respective nominee to the Board of Arbitration.

#### **11.12 List of Arbitrators**

The parties will agree to a list of arbitrators to whom grievances may be referred. This list may be amended by mutual agreement (see Appendix E). Each party

will alternate in selecting an arbitrator to sit as a sole arbitrator or as a Chair of the Arbitration Board from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list.

#### 11.13 Expedited Arbitration

- (a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may, upon mutual consent of the parties, be referred to a previously agreed-upon sole arbitrator, whose appointment shall be reviewed annually. The arbitrator shall hear the grievance and at the conclusion of the hearing, immediately give a verbal decision with reasons. The arbitrator's decision, with reasons, will be confirmed in writing. The decision shall be final and binding upon both parties and shall be made without precedent or prejudice to similar or like cases. The arbitrator shall not have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) To maintain the efficiency of such a process, the parties agree not to use outside legal counsel to argue a case or to call any evidence at expedited arbitration.
- (c) The parties agree to schedule expedited arbitration as required. At least thirty (30) days prior to the hearing, the parties will mutually agree upon a list of grievances to be heard. The parties also agree to prepare a joint statement of facts at least five (5) days prior to the scheduled hearing date.

#### 11.14 Sole Arbitrator v. Board of Arbitration

All grievances will be heard by a sole arbitrator except where the parties mutually agree that the grievance shall be heard by a Board of Arbitration.

#### 11.15 Board of Arbitration

Where the parties agree to a Board of Arbitration, the party referring the grievance to arbitration shall also provide the name of that party's nominee to the Board of Arbitration. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The selection of the Chair shall be in accordance with the list of arbitrators as set out in Appendix "E".

#### 11.16 Arbitration Procedure

The arbitrator/Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations in order to determine the issue in dispute.

**11.17 Decision**

- (a) The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the arbitrator/Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) The arbitrator/Board of Arbitration shall have the power to modify any penalty imposed by NAV CANADA and in that regard take whatever action is just and equitable in the circumstances.

**11.18 Arbitrability**

- (a) It is understood that no matter may be submitted to arbitration which has not been properly carried through the grievance procedure. The arbitrator/Board of Arbitration shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) The arbitrator/Board of Arbitration may extend the time for taking any step in the grievance process or arbitration procedure, even after the expiration of the time, if the arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

**11.19 Location of Arbitration Hearing**

The arbitration hearing shall be held at the city where the work site of the grievor is located and where the circumstances giving rise to the grievance occurred, unless the parties agree otherwise.

## **ARTICLE 12 DISCIPLINE**

### **12.01 Corrective Discipline**

Generally, discipline is intended to correct undesired behavior and conduct and, where appropriate, shall be progressive in nature. The process leading to, and including, the imposition of discipline shall be completed expeditiously.

### **12.02 Interview and Representation**

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the date, time, location and purpose of the interview and their entitlement to have a Union Representative of their choice in attendance. The unavailability of the Union Representative of choice will not delay the meeting more than forty-eight (48) hours from the time set for the meeting in the original notice to the employee. At the interview, the employee and the Union Representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement.

### **12.03 Notification of Disciplinary Action**

The employee and the Union Representative shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by NAV CANADA within a reasonable period of that action having been taken.

### **12.04 Copy of Disciplinary Notice**

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative or sent by registered mail to their last known address within forty-eight (48) hours of its placement on the employee's personnel file.

### **12.05 Prohibition on Use of Documentation**

NAV CANADA agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

### **12.06 Sunset Clause**

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. The employee shall be notified orally when such notice has been destroyed.

**12.07 Conflict of Interest**

It is agreed that where there is the possibility of a conflict of interest the employee shall be afforded the opportunity to have their Union Representative meet with NAV CANADA to discuss the possible conflict of interest before a decision is given by NAV CANADA on the matter.

**ARTICLE 13  
JUST CAUSE**

- 13.01 No employee shall be disciplined or terminated except for just cause. However, the termination of a probationary employee for non-disciplinary reasons may be carried out at the discretion of NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

**ARTICLE 14**  
**NO DISCRIMINATION OR HARASSMENT**

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, conviction for which a pardon has been granted or in respect of which a record suspension has been ordered, or union affiliation.
- 14.02 Grievances arising from Article 14.01 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.
- 14.03

## **ARTICLE 15 OPERATING IRREGULARITIES**

### **15.01 Representative Rights**

At any administrative inquiry, hearing or investigation conducted by NAV CANADA into an operating irregularity, where the actions of an Air Traffic Controller may have had a bearing on the events or circumstances leading thereto, and the Controller is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, they may be accompanied by a Union representative of their choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time set for the meeting in the original notification to the employee. Requests for an earlier meeting date will be subject to mutual agreement.

### **15.02 Circumstances of Proceeding**

The Controller and their representative may require NAV CANADA's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by NAV CANADA before the Controller is required to answer any questions put to them.

### **15.03 Participation**

The Controller and their representative may make representations and direct questions concerning the irregularity or events and circumstances leading thereto, to NAV CANADA's representative in charge in any Company inquiry, hearing or investigation.

### **15.04 Notification of Completion**

- (a) NAV CANADA shall notify the Controller and where applicable their representative, of the completion of the report of a Company proceeding pursuant to clause 15.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Controller, and where applicable their representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.
- (b) Subsequent opportunities to read the same report and findings will be provided to the Controller, and where applicable their representative, upon written request.

### **15.05 Pay and Hours of Work**

- (a) A Controller called as a witness, and their representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.



- (b) A Controller, called by a NAV CANADA inquiry as a witness outside of their scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) A Controller having primary involvement in an operating irregularity will not be scheduled to perform their operational duties on a shift during the same day or on a shift where their majority of hours fall on the day of an interview.

#### 15.06 **Restricted Information**

NAV CANADA agrees to treat live or recorded video and audio, computer readouts of ATC operations, and transcripts of audio recordings as restricted information, not normally available to the public unless required by law. However, in cases where NAV CANADA's legal counsel has determined that there will be no Company involvement in any subsequent civil litigation NAV CANADA may, after consultation with the Union, permit lawyers to make their own transcript under supervision.

#### 15.07 **Participation in Operations Safety Investigations (OSI)**

It is agreed that a controller will be named as a member of any NAV CANADA operations safety investigation – level 2 or 3 to investigate an operating irregularity.

#### 15.08 **Review of Tapes and Readouts**

- (a) A controller required to appear before any NAV CANADA inquiry, hearing or investigation shall, in the company of their representative if they so desire, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of ATC operations where available. In addition, the controller shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the controller being required to answer questions put to them by NAV CANADA's representative.
- (b) Where possible, NAV CANADA shall permit a controller and their representative the same access set out in (a) above prior to a non-Company inquiry, hearing or investigation with respect to an operating irregularity.

#### 15.09 **Use of Recorded Information**

The parties agree that recorded video and audio, computer readouts of ATS operations and transcripts of audio recordings are intended to provide a record of such communications for use in the monitoring of ATS operations and the investigation of operating irregularities, infractions, incidents or accidents. The parties further agree that as such, these recordings, readouts or transcripts are not normally intended to provide evidence before third parties, except that:

- (a) NAV CANADA may use such recordings, readouts and transcripts as evidence before third parties in disciplinary or non-disciplinary cases involving a controller's competency. Such recordings, readouts and transcripts may be used in the review of a controller's disciplinary or non-disciplinary competency; and
- (b) in the event that NAV CANADA wishes to use such recordings, readouts and transcripts before a third party pursuant to a) above, such recordings, readouts and transcripts shall be first reviewed with a National Representative of the Union.

#### 15.10 Operating Irregularity

- (a) Where an operating irregularity occurs that could be the subject of an investigation, and where the circumstances that gave rise to the operating irregularity are not as a result of willful misconduct or gross negligence on the part of an air traffic controller, and where as a result of that operating irregularity the employee's air traffic control licence is suspended, excluding suspension of the Medical Certificate, by a regulatory agency, then the employee shall suffer no loss of their normal pay for up to 30 calendar days, during such period of licence suspension. It is acknowledged that the controller will be assigned other related duties during such period of suspension.
- (b) No OSI report or information gathered in an OSI process shall be used for disciplinary purposes.
- (c) No OSI report shall be used in any hearing related to competency.
- (d) If an irregular occurrence has taken place, managers shall immediately arrange for the removal, from control duties, of any controller directly involved in the occurrence until the circumstances have been fully examined.
- (e) Removal from control duties is mandatory and is always applicable except where it is immediately clear and obvious to both the controller and the manager that the incident was caused solely by external influences and that the full responsibility rests elsewhere. This action shall be taken without prejudice and shall not be considered as punitive or disciplinary.

#### 15.11 Prohibition on Use of Documentation

NAV CANADA agrees not to introduce as evidence in a hearing relating to competency any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## 15.12 Legal Representation

NAV CANADA shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, Transportation Safety Board or Transport Canada Investigation, or who is a party to civil legal action, arising out of the performance of the employee's duties as an air traffic controller.

- (a) In the circumstances outlined above:
  - (i) if the employee so desires, the employee may select legal counsel of their choice and the legal fees for such representation shall be borne by the employee;
  - (ii) in the event that a conflict of interest arises, the Union and/or the employee may select legal counsel of their choice to represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, NAV CANADA will reimburse the Union and/or the employee for all reasonable legal fees.
- (b) A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

## ARTICLE 16 HOURS OF WORK

### 16.01 Hours of Work

- (a) Thirty-four (34) hours per week, averaged over a fifty-six (56) day period, shall constitute the work week.
- (b) The hours referred to in (a) above, are inclusive of a mandatory fifteen (15) minute briefing period in which the employee shall prepare to assume their duties prior to the commencement of each shift.

### Control Positions

#### 16.02 Shift Cycle

Shift cycles for employees in control positions shall be as follows:

- (a) The "17/11 shift cycle" shall conform to the following:
  - (i) shift cycles shall be comprised of seventeen (17) days of work and eleven (11) days of rest over a 28 day period;
  - (ii) shift cycles shall consist of any combination and/or permutation which includes but is not limited to the following:
    1. six (6) days on, four (4) days off; six (6) days on, four (4) days off; five (5) days on, three (3) days off;
    2. six (6) days on, four (4) days off; six (6) days on, three (3) days off; five (5) days on, four (4) days off;
    3. six (6) days on, five (5) days off; six (6) days on, three (3) days off; five (5) days on, three (3) days off;
    4. six (6) days on, three (3) days off; six (6) days on, three (3) days off; five (5) days on, five (5) days off.
  - (iii) days of rest shall be consecutive and not less than three (3)
  - (iv) the regular schedule shall include a minimum of thirteen (13) weekends (Saturday and Sunday together) scheduled off in every twelve (12) month period.
- (b) The "34/22 shift cycle" shall consist of the following:
  - (i) Shift cycles shall be comprised of thirty-four (34) days of work and twenty-two (22) days of rest over a 56 day period.

- (ii) Shift cycles shall consist of five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; four (4) days on, four (4) days off.
- (c) The Employer may, where there is a reduced staffing requirement on weekends in a unit or specialty, schedule some shift cycles as follows:
  - (i) Four days on, starting on a Monday, followed by three days off; four days on, three days off; four days on, three days off; five days on, two days off; or
  - (ii) Four days on starting on a Tuesday, followed by three days off; four days on, three days off; four days on, two days off; five days on, three days off.

Either shift cycle in (c) (i) or (ii) may be used as required by the Employer but shall not exceed 10% of the control requirement in the unit/specialty.

- (d) The shift cycles worked by Unit Operations Specialists shall be determined by NAV CANADA and shall be either:
  - (i) four (4) days on, starting on a Monday three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or
  - (ii) four (4) days on, starting on a Tuesday three (3) days off; four (4) days on three (3) days off; four (4) days on two (2) days off; five (5) days on three (3) days off.

(e) **Shift Cycle Optimization**

NAV CANADA may, from time to time, after consultation with the local branch, optimize shift cycles at a unit/specialty in accordance with the following procedures:

- (i) No later than 120 days prior to the optimization change, each employee shall choose either a 17/11 pattern or a 34/22 pattern as described in 16.02 (a) and (b).
- (ii) Employees may also indicate if they have an interest in the shift cycles listed in 16.02(c), should the optimization result in the generation of such shift cycles.
- (iii) No later than 90 days prior to the change, the Employer shall publish a shift schedule based on the employees' selection as set out in (i) above.
- (iv) Employees shall then be entitled to choose among the available shift cycles, in order of seniority, provided they are consistent

with their choice made in (i) above. These selections must be completed no later than 60 days prior to the change. Individuals failing to make a selection will be assigned a shift cycle.

- (v) Should the schedule include shift cycles as listed in 16.02(c), they will be assigned in seniority order to employees who had indicated an interest in such cycles. Should there be an insufficient number of such interested employees, the remaining cycles of this nature will be assigned to employees in the unit/specialty in reverse seniority order.
  - (vi) NAV CANADA will not modify the above assigned shift cycles between two optimization changes, except for those amended in accordance with 16.03.
  - (vii) The minimum time period between optimization changes shall be 12 months unless agreed otherwise by the parties.
- (f) Availability of controllers for overtime shall be the same for employees who adopt the "34/22 shift cycle" as employees on the "17/11 shift cycle" (65 days annually), even though this means that employees in the former group will not always enjoy two consecutive days of rest.
- (g) There will be no gain or loss of pay or hours in transitioning to or from either of these shift cycles.
- (h) When an employee fully qualifies in a unit or specialty and is to be assigned a new shift cycle, the assignment of the new shift cycle within the work unit shall be as follows:
- (i) the new shift cycle shall be made available for voluntary selection by all employees in the unit or specialty (including the newly qualified employee) on the basis of seniority; and
  - (ii) should the new shift cycle be selected by any employee, the cycle vacated by that employee shall be made available to the remaining employees on the basis of seniority (NOTE: this same process may be iterated further if and as locally agreed between the parties); and
  - (iii) notwithstanding their seniority, any employee who selects a shift cycle under (i) or (ii) will be ineligible for any future selections under this clause for a period of 12 months from the date of selection; and
  - (iv) the newly qualified employee shall be assigned the last vacated cycle except where it is not of the same type (17/11 or 34/22) chosen by the newly qualified employee. In that latter circumstance, a cycle conforming to that chosen by the newly qualified employee will be created and assigned to the newly qualified employee; and

- (v) If none of the existing staff select the new shift cycle, the new shift cycle shall be assigned to the newly qualified employee.

The voluntary selection of a shift cycle under this process shall not give rise to any claim for additional compensation (including leave, overtime, etc.) arising as a direct consequence of the change which would not have occurred had they maintained their previous cycle.

- (i) When a new controller is to be assigned a shift cycle in accordance with clause (h) above and there is a more senior controller who has been involuntarily assigned a shift cycle listed under 16.02 (c) and who wishes to be relieved of that cycle, the new less senior controller will be assigned the shift cycle listed under 16.02 (c) and the more senior controller will have a new shift cycle generated that will be subject to clause (h).
- (j) When the employer determines that a vacated shift cycle needs to be filled, the employer shall apply the process used in (h)(i)(ii) and (iii). For greater clarity, an employee who makes a cycle selection under (h) or (j) will be ineligible for any future selections under either of these sub-clauses for a period of 12 months from the date of the selection.

#### 16.03 **Changes to an Employee's Shift Cycle**

- (a) Where an employee is required to attend a training program inside of their headquarters area, NAV CANADA may amend the shift cycle applicable to an employee for the purpose of providing training to employees, provided that;
  - (i) such amendments shall not be made without at least fifteen (15) calendar days' notice to the employee affected and,
  - (ii) in any vacation year as defined in 27.06(a) not more than five (5) of each employee's days of rest may be converted to working days, and,
  - (iii) each day of rest converted to a working day in accordance with paragraph (ii) above shall be rescheduled as a day of rest to be contiguous to a period of days of rest. This reimbursement must be completed within sixty (60) days of the date the converted day of rest would have occurred had the shift cycle not been amended, and,
  - (iv) the employee shall be compensated for converted days of rest not scheduled in accordance with this Article or not rescheduled in accordance with paragraph (iii) at the overtime rate.
- (b) Where an employee is required to attend a training program outside of their headquarters area, for a period of less than thirty (30) consecutive calendar days, NAV CANADA may amend the shift cycle applicable to

the employee for the duration of the training period. No overtime shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change. The days of rest converted to working days under this clause shall be in addition to the five (5) days specified in clause 16.03(a)(ii). For the purpose of this clause, meal and relief breaks are exclusive of the hours stipulated in Clause 16.01.

- (c) In order to balance the schedule, NAV CANADA may amend an employee's shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the change is provided to the employee at least fifteen (15) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.

Prior to altering an employee's shift cycle, NAV CANADA will attempt to accomplish the change by using volunteers. If there are no volunteers, the cycle of the employee with the least seniority may be changed.

- (d) When an employee is required to undergo remedial training specifically recommended by an operations safety investigation or an Administrative Inquiry, NAV CANADA may amend the employee's shift cycle for the period of such training. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.
- (e) It is understood that certain employees, may be required to change their shift cycle for varying periods of time in order to carry out non control duties. When such change is required, the cycle shall be determined by NAV CANADA and shall be either:
- (i) four (4) days on, starting on a Monday three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or
  - (ii) four (4) days on, starting on a Tuesday three (3) days off; four (4) days on three (3) days off; four (4) days on two (2) days off; five (5) days on three (3) days off.

In either case ((i) or (ii)):

1. No change in such an employee's cycle will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more.
2. Advance notice of such requirement which will involve a change in the employee's cycle should be given at least



fifteen (15) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which they had not received fifteen (15) calendar days' notice.

3. Employees shall receive fifteen (15) calendar days notice when they are required to return to their original shift cycle. The employee may be returned to control duties before the expiry of that notice period. With mutual agreement between the employee and the manager, the fifteen (15) days notice may be waived or reduced.
4. The provisions of this clause shall not be applied to an employee for a period or periods in excess of an aggregate of eight (8) months in any twelve (12) month period.
5. Where the change in schedule is required for an employee to instruct a course in a Regional Training Unit, the change in schedule shall be permitted for the duration of the course.

#### 16.04 Shift Schedules

- (a) Shift schedules shall be posted at least thirty (30) calendar days in advance in order to provide an employee with reasonable notice as to the shift they will be working. The shift as indicated in this schedule shall be the employee's scheduled hours of work.
- (b) If it is necessary to amend the posted schedule, NAV CANADA will make every reasonable effort to contact the employee affected by the amendment to advise them of the change at the earliest possible opportunity. If the employee has serious objections to the amendment, NAV CANADA shall make every reasonable effort to accommodate the employee provided that it will not result in any additional overtime payments than would have otherwise been the case if the employee had not been so accommodated.
- (c) An employee who is required to change their scheduled shift without receiving at least seven (7) days' notice shall be compensated at the rate of time and one-half (1 1/2) for all hours worked on the first shift on the revised schedule which are outside of the employee's original scheduled hours of work. Subsequent shifts worked on the revised schedule shall be paid for at the straight-time rate.

In addition to the above, where an employee's scheduled shift is changed with less than seven (7) days notice and the reason for the

change is due to circumstances within the control of the Company, time and one half (1-1/2) will be paid for all changed hours worked on the revised schedule which are outside of the employees' original scheduled hours of work.

- (d) Once the current shift schedule is posted, the Employer will not unilaterally alter an employee's scheduled shift to accommodate a vacation leave or lieu leave request subsequently made by another employee.
- (e) Short change occurs when the period between the end of one shift and the beginning of the next is less than ten (10) hours.

NAV CANADA shall not schedule a short change, subject to the following:

With a minimum of 56 days notice prior to the posting of a new schedule the local Union in a unit (in towers) or a specialty (in ACCs) may select a short change in accordance with one of the options listed in (1) or (2) or neither. All operational staff in the unit/specialty will be on the same option.

1. the Employer may schedule a short change where the minimum time off between shifts is not less than eight (8) hours, no more than once during each employee's "work week" (see definition).
  2. the Employer may schedule a short change where the minimum time off between shifts is not less than nine (9) hours, no more than twice during each employee's "work week". Such reductions shall not occur consecutively.
  3. Employees, at their individual option, may elect short changes provided there are at least seventy-two (72) hours between the start of a short-changed shift and the start of the next short changed shift. Notwithstanding the above, at no time can a short change be less than eight (8) hours.
- (f) not schedule regular shifts other than 8 hours in duration
  - (g) ensure that the employee's first scheduled shift of a "work week" shall start later than 5:29 a.m. of the calendar day on which the "work week" begins. For clarity "first scheduled shift" refers to a day on which the employee is actually required to report to work in accordance with the schedule at the time of publication. With mutual agreement between the union and the manager at the local unit level this restriction may be modified.
  - (h) NAV CANADA shall not schedule split shifts

## 16.05 Shift Exchanges

- (1) Equally qualified employees may exchange shifts provided:
  - (a) the provisions of clause 16.04(e)(i) or clause 20.04 are not violated,
  - (b) the employees shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change,
  - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld,
  - (d) it will not require the payment of overtime,
  - (e) once such an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved revision,
  - (f) if there is a difference in the length of the shifts being exchanged, NAV CANADA will only consider the original scheduled shift length when balancing the hours of work,
  - (g) balancing of hours resulting from shift exchanges will be a private matter between individuals.
  
- (2) An employee may exchange their own scheduled shift with a vacant shift on the schedule in accordance with all of the following rules:
  - (a) the provisions of clause 16.04(e)(i) or clause 20.04 are not violated;
  - (b) the employee shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change;
  - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld;
  - (d) it will not require any additional payment of overtime or time off in lieu;
  - (e) there is no negative operational impact;
  - (f) the employee requesting a shift exchange shall be responsible for arranging the replacement for their vacated shift if management determines it is required;
  - (g) the exchange must be completed on the current published schedule(s).

NOTE: At the sole discretion of NAV CANADA, the exchange set out above in Article 16.05(2) may also be approved in cases where the shift on the schedule is not a "vacant" shift.

#### 16.06 **Meal and Relief Breaks**

Where operational requirements permit, NAV CANADA will provide employees with meal and relief breaks.

#### 16.07 **Minimum Shift Coverage**

NAV CANADA will not schedule single controller coverage on the midnight shift at any ACC or Tower except where the parties agree to some other arrangement in respect to a particular location.

For all other shifts, NAV CANADA shall make every reasonable effort not to schedule single controller coverage at any ACC or Tower, except where at Towers, due to low levels of traffic and complexity, NAV CANADA may schedule single controller coverage for up to a maximum of three (3) hours except where the parties agree to some other arrangement in respect of a particular location or situation.

#### 16.08 **Non-Control Positions**

- (a) Shift cycles for employees in non-control positions shall be as follows:
  - (i) Four days on, starting on a Monday, followed by three days off; four days on, three days off; four days on, three days off; five days on, two days off; or
  - (ii) Four days on starting on a Tuesday, followed by three days off; four days on, three days off; four days on, two days off; five days on, three days off.
- (b) Hours of work and overtime for employees occupying non-control positions will be averaged over a 365 day period ending December 31<sup>st</sup>.
- (c) Hours of work for Ab-Initio Trainees prior to the beginning of operational training (on-job training or on-job skills consolidation) shall be 37.5 hours per week, five (5) days on and two (2) days off starting on a Monday.
- (d) Hours of work for NAV CANADA employees from other bargaining units undergoing ATC training will be the same as for Ab-Initio Trainees above.

## 16.09 Instructor Teaching Hours

For the duration of a course, the Company may schedule full-time IFR and VFR instructors to work overtime on any or all of their Friday days of rest (or Mondays, in the case of 4/3-4/3-4/2-5/3 cycles).

Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, laboratory, or simulator environment) to students in excess of an average of twenty-five (25) hours per week over a twelve (12) month period. Such hours are part of the hours of work set out in clauses 16.01 and 16.07.

**ARTICLE 17**  
**PAY**

- 17.01 Except as provided in this Article and relevant Letters of Understanding, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- 17.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the employee's substantive position.
- 17.03 (a) When an employee is required by NAV CANADA to perform the duties of a higher classification level, the employee shall be paid the pay of the higher level.
- (b) An employee required by NAV CANADA to assume the responsibility for air traffic control duties requiring the possession of a valid air traffic controller licence, or letter of authority, and which duties are the responsibility of a position classified at a higher level, shall be compensated as established in (a) above.
- 17.04 The additional compensation for employees required to perform duties or assume responsibilities in accordance with clause 17.03 shall be calculated as follows:
- (a) Determine the difference in the hourly rate between the employees' substantive position and the higher level position.
- (b) Multiply the result by the number of hours in each calendar month that the employee performed the duties of the higher level position. NAV CANADA will endeavour to make payment of compensation for performing higher level duties in the month following the month in which the higher level duties were performed.
- (c) If an employee is salary-protected their additional compensation under this clause shall be 6.6% of their salary protected normal pay.
- 17.05 Where an employee, through no fault of their own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00) and where the employee advises their local management that the stated recovery action will create a hardship, arrangements will be made by NAV CANADA to limit recovery action to not more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.
- 17.06 NAV CANADA will notify the Union in writing thirty (30) days in advance of the creation of any new jobs within the bargaining unit.
- 17.07 The pay increment date for an employee assigned to a position in the bargaining unit on promotion, demotion, or from outside NAV CANADA shall be the day

immediately following the completion of the pay increment period listed below as calculated from the date of the promotion, demotion, or assignment from outside NAV CANADA.

#### PAY INCREMENT PERIODS

<u>Level</u>	<u>Full-Time Employees</u>
ATC 0	52 Weeks
ATC 1 to ATC 7 (inclusive)	52 weeks
AI-1 to AI-7 (inclusive)	52 weeks

An employee assigned at a higher classification level shall retain their increment level and pay increment date. This includes Acting Pay, Temporary Assignment, Seniority Bids and promotions through the competitive process. Retaining an increment level shall only apply to CATCA employees transferring units or being promoted. It does not apply to new employees or members of other bargaining units entering CATCA. Please note that at date of hire, ab initios are not yet CATCA members, however the ATC 0 level reflects what NAV CANADA will pay at date of hire and after the 52-week mark. Employees are not entitled to the retaining of increments until after they are fully qualified and have been placed at the appropriate increment level through normal pay promotion rules.

#### 17.08 On the Job Training Bonus

- a. When a controller in a control tower or area control centre is required to provide training to another controller or controller-in-training who is actively controlling air traffic, and the trainee is operating on the authority of the air traffic control licence of the trainer, the trainer shall be entitled to receive the following amount for each hour so engaged. A fraction of an hour shall be paid on a prorated basis. The duration for such on-the-job training will be in accordance with unit standards for such training.

Effective April 1, 2023 - \$14.21 per hour  
 Effective April 1, 2024 - \$14.93 per hour  
 Effective April 1, 2025 - \$15.53 per hour  
 Effective April 1, 2026 - \$16.00 per hour  
 Effective April 1, 2027 - \$16.48 per hour

- b. Data Systems Co-ordinators providing on the job training to controllers training to become Data Systems Co-ordinators in accordance with the unit standards for such training shall be entitled to receive the same amount as above for each hour so engaged. A fraction of an hour shall be paid on a prorated basis.

**17.09 Operational Language Recognition Premium**

Controllers required to provide control service in both official languages shall receive an annual premium to be paid monthly for each month that they earn ten days pay. The amount of the premium shall be:

Effective April 1, 2023 - \$1,183 per year

Effective April 1, 2024 - \$1,243 per year

Effective April 1, 2025 - \$1,293 per year

Effective April 1, 2026 - \$1,332 per year

Effective April 1, 2027 - \$1,372 per year



**ARTICLE 18**  
**SUPERVISORY DIFFERENTIAL**

18.01 A supervisory differential as established in Appendix “D”, shall be paid to employees in the bargaining unit who occupy positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

**ARTICLE 19**  
**ATC PREMIUM / OPERATIONAL FACILITY PREMIUM**

- 19.01 In addition to all other entitlements the employee may be eligible to receive, each employee shall be paid a premium for each calendar month in which the employee has earned at least ten (10) days' pay, based on the formula:

Annual ATC Premium as specified in Appendix B to this agreement for the facility in which the employee is employed, divided by twelve (12).

NOTE: An employee undergoing training (ab initio) will not be entitled to the ATC Premium until qualified (initial checkout) at their first location. On check-out at that location, the employee shall be entitled to the ATC Premium of that location.

Any other employee who is entitled to an ATC Premium at a location and who moves to another location for the purposes of operational training will retain the ATC Premium for their originating location until qualification (checkout) at their new location, at which time they will be entitled to the ATC Premium corresponding to the new location.

Any employee who accepts a non-control, TMU or DSC position shall transition to the ATC Premium corresponding to that new position upon reporting to the new position.

Such premium shall not constitute a part of rates of pay for the purposes of this agreement.

- 19.02 Employees in a facility that comes into operation during the life of this agreement shall be paid an annual premium in an amount mutually agreed to by the parties.

Such amount will be paid on an interim basis pending the assignment of that facility to Appendix B.

Operational Facilities Premium (OFP) shall continue only for those employees who were in receipt of salary protection on March 31, 2006, subject to all the provisions of 19.01 and 19.02. If and when they move into the new classification system, their entitlement to OFP shall cease and they will receive the appropriate ATC premium.

## ARTICLE 20 OVERTIME

20.01 Time worked by an employee in excess or outside of their scheduled hours of work shall be considered as overtime.

20.02 (a) All employees shall be paid for overtime worked by them at two (2) times their straight-time hourly rate.

Employees are entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

Employees at their request can choose to either a) be paid at double time for each hour of overtime worked, or b) be granted time off in lieu of overtime at a rate of one hour per hour of overtime worked and will receive payment for the second hour. The employee and their supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of overtime, the employee must indicate this prior to the end of the month in which the overtime is worked.

Employees who have accumulated time off in lieu of overtime shall, upon request, be paid out any portion of this accumulated time off in lieu. Where an employee has not utilized accumulated time off in lieu of overtime by the end of the vacation year, the unused portion will be paid off at the appropriate overtime rate.

Time off in lieu of overtime not scheduled by March 31 of each year, may be subsequently requested by the employee until June 30 of the following leave year. Any remaining balance on June 30 will be paid out at the rate of pay in effect on March 31 of the prior leave year.

(b) Except as provided in clause 20.02(a) NAV CANADA will endeavour to make cash payment for overtime in the month following the month in which the overtime was worked.

(c) Where an employee works in excess of the regularly scheduled hours of work on a day that is a holiday, the employee shall be paid at two (2) times their straight-time hourly rate (except as provided by LOU 2019-01) for all hours worked in excess of their regularly scheduled hours.

20.03 NAV CANADA will endeavour to keep overtime work to a minimum and shall assign overtime equitably among employees who are qualified to perform the work that is required at the location concerned.

20.04 Except in an emergency, no employee in a control position shall work more than twelve (12) consecutive hours or more than nine (9) consecutive days.

**ARTICLE 21  
CALL-IN**

**21.01 Entitlement**

When an employee is called in to work overtime that is not contiguous to the employee's scheduled shift, the employee is entitled to the greater of:

- (a) compensation at the applicable overtime rate,
- or
- (b) compensation equivalent to four (4) hours' pay at their straight-time hourly rate.

**ARTICLE 22**  
**SHIFT AND WEEKEND PREMIUM**

22.01 (a) Employees will receive the following shift premium for each shift worked between the hours of 1600 and 2300:

Effective April 1, 2023 - \$14.21 per shift  
Effective April 1, 2024 - \$14.93 per shift  
Effective April 1, 2025 - \$15.53 per shift  
Effective April 1, 2026 - \$16.00 per shift  
Effective April 1, 2027 - \$16.48 per shift

(b) Employees will receive the following shift premium for each shift worked between the hours of 2300 and 0800. Shifts worked between the hours of 2300 and 0800 in excess of 20 in the 12 month period from April 1 to March 31 shall be payable at 1.25 times the regular midnight shift rate:

Effective April 1, 2023 - \$35.47 per shift  
Effective April 1, 2024 - \$37.25 per shift  
Effective April 1, 2025 - \$38.74 per shift  
Effective April 1, 2026 - \$39.91 per shift  
Effective April 1, 2027 - \$41.11 per shift

22.02 An employee who works four (4) or more hours during the periods specified above shall be paid the shift premium. If an employee works a shift where both premiums could apply only the higher premium shall be paid.

22.03 Employees will receive the following additional hourly premium (pro-rated for partial hours) for every regular non-overtime hour worked (including employer-required travel) between the hours of 2200 on Friday and 0600 on Monday

Effective April 1, 2023 - \$10.00 per hour  
Effective April 1, 2024 - \$10.50 per hour  
Effective April 1, 2025 - \$10.92 per hour  
Effective April 1, 2026 - \$11.25 per hour  
Effective April 1, 2027 - \$11.59 per hour

## ARTICLE 23 TRAVEL

### 23.01 Method of Travel

Where an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee's method of travel shall be determined by NAV CANADA. However, if an employee wishes to use a different method, the employee's wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

### 23.02 Compensation

When required to travel, the employee will be compensated in the following manner:

- (a) On a regular working day on which they work and/or travel, the employee shall be paid:
  - (i) their regular pay for the day for a combined period of work and/or travel; and
  - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.
- (b) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of sixteen (16) hours' pay at the applicable overtime rate;
- (c) Employees who travel on a designated holiday which is a scheduled working day shall be paid at one and one half (1 ½) times their regular straight time rate of pay for the first 8 hours in accordance with 28.02. Any additional travel time shall be paid in accordance with 23.02(a)(ii).

### 23.03 Conditions

When an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee may in accordance with paragraph 23.01 above:

- (a) Elect to travel via scheduled air carrier at the most economical air fare or its equivalent; or
- (b) Be requested by NAV CANADA or elect to use privately-owned transportation and be reimbursed at NAV CANADA requested rate in NAV CANADA's Travel Directive.

- (c) When the employee elects under paragraph (b) above to use privately-owned transportation, the employee shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.
- (d) Employees traveling to or from Ottawa or the NAV Centre for temporary assignments in excess of five (5) days, whose headquarters area is in Newfoundland or the Pacific or Western Region, who elect to use privately-owned transportation under paragraph (b) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. An employee travelling to or from Ottawa or the NAV Centre for temporary assignments in excess of five (5) days, whose headquarters is in the Pacific Region will be allowed a day with pay in addition to the day noted immediately above.
- (e) An employee who elects to use privately-owned transportation under paragraph (b) above shall be reimbursed at the rate shown in NAV CANADA's Travel Directive, or an amount equal to the most economical air fare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses. For the purposes of travel to the NAV Centre, the equivalent value for limousine fares from Ottawa or Montreal airports shall be fifty dollars (\$50.00) each way.

#### **23.04 Hotel Directory**

When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the NAV CANADA Hotel Directory. They will choose accommodation which their supervisor agrees is convenient for the purposes of the travel and which does not require unnecessary related transportation costs. Where the work site is an airport, transportation costs between the airport and the hotel which do not exceed the official airport limousine fares shall not be deemed to be unnecessary related transportation costs.

#### **23.05 Application of Travel Program**

Except as may be modified in this agreement, employees shall be reimbursed for all travel expenses in accordance with the current NAV CANADA Travel Program.



**ARTICLE 24**  
**SICK LEAVE**

- 24.01 An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which that employee receives pay for at least ten (10) days.
- 24.02 An employee is eligible for sick leave with pay when the employee is unable to perform their duties because of illness or injury provided that:
- (a) the employee has the necessary sick leave credits,
- and
- (b) the employee satisfies NAV CANADA of this condition in such manner and at such time as may be determined by NAV CANADA.
- 24.03 Unless otherwise informed by NAV CANADA before or during the period of illness or injury that a certificate from a qualified medical practitioner, registered midwife, licenced chiropractor, dentist, dental surgeon, orthodontist or optometrist will be required, a statement signed by the employee stating that because of this illness or injury the employee was unable to perform their duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 24.02(b):
- (a) if the period of leave requested does not exceed five (5) days,
- and
- (b) if in the period from April 01 to date, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by the employee.
- A certificate from a nurse practitioner, psychologist or physiotherapist shall be considered as meeting the requirements of clause 24.02(b) if the period of leave requested does not exceed three (3) days.
- 24.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.
- 24.05 Where the employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 24.02, sick leave with pay may, at the discretion of NAV CANADA, be granted for a period of up to one hundred and twenty (120) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 24.06 The amount of sick leave with pay already credited to an employee by NAV CANADA at the time this agreement is signed shall be retained by the employee.

- 24.07 NAV CANADA agrees that in the event of an employer-initiated release for incapacity by reason of ill health, an employee may exhaust any remaining accumulated sick leave credits prior to their release.
- 24.08 Employees who hold or have held a valid air traffic controller licence and who resign, retire or die shall have their unused sick leave credits paid off at a rate of fifty percent (50%) of the employee's final rate of pay.

**ARTICLE 25**  
**INJURY ON DUTY LEAVE**

- 25.01 Subject to clause 25.02, when an employee is injured in the performance of their duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:
- (a) a claim has been filed with the appropriate worker's compensation authority;
  - (b) NAV CANADA has been notified by that worker's compensation authority that the employee's claim has been granted;
  - (c) the employee agrees to remit to NAV CANADA any amount received by them in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium.
- 25.02 Paid injury on duty leave shall not be granted in any province where it is prohibited by provincial legislation, nor for any period of time or in any amount which would limit compensation payments under any provincial workers' compensation legislation.

## ARTICLE 26 OTHER LEAVE WITH OR WITHOUT PAY

### 26.01 General Provisions for Leave Request

In respect of any requests for leave under this Article, the employee, when required by NAV CANADA, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by NAV CANADA and confirmed in writing.

### 26.02 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as father, mother, spouse or common-law partner of the father or mother, foster parent, grandmother, grandfather, brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), ward of the employee, grandchild, father-in-law, mother-in-law, the spouse or common-law partner of father-in-law or mother-in-law, step relatives and relative(s) permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) calendar days beginning on the day the death occurs and ending six weeks after the latest of the days on which the funeral, burial or memorial service occurs. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. When circumstances dictate, the period of leave may be taken in one or two periods, neither of which shall be less than one day. In addition, the employee may be granted up to a total of three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled up to one (1) day's bereavement leave with pay related to the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, NAV CANADA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 26.02(a) and (b).

### 26.03 Maternity Leave Without Pay

#### Entitlement

- (a) Subject to the medical licensing requirements for air traffic controllers, an employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the

termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

- (b) NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (c) An employee may elect to use earned vacation leave, lieu days and compensatory leave credits before and/or after a period of maternity and/or parental leave.
- (d) An employee shall inform NAV CANADA in writing of their plans for taking leave with and without pay to cover their absence from work due to their pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (e) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **Return to Work**

- (f) After completion of six (6) months’ continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that they have applied for and is eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan (SEB).

At the employee’s request, the payment referred to in clause 26.03(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Quebec Parental Insurance Plan maternity benefits.

- (g) An applicant under clause 26.03(f) shall sign an agreement with NAV CANADA, providing:
  - (i) that they will return to work and work for a period of at least six (6) months less any period in respect of which they are granted leave with pay.
  - (ii) that they will return to work on the date of the expiry of their maternity leave, unless this date is modified with NAV CANADA’s consent.
- (h) Should the employee fail to return to work as per the provisions of clause 26.03(g)(i) and (ii) for reasons other than death or lay-off, the employee recognizes that they are indebted to NAV CANADA for the amount received as maternity leave allowance.

### **Supplementary Employment Benefit Plan**

- (i) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity benefits, an allowance of one hundred per cent (100%) of their weekly rate of pay and their ATCP and/or OFP for this one (1) week waiting period less any other monies earned during this period, and
  - (ii) up to a maximum of sixteen (16) additional weeks' payment equivalent to the difference between the EI benefits the employee is eligible to receive and one hundred per cent (100%) of their weekly rate of pay and their ATCP and/or OFP less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
  - (iii) for a full-time employee, the weekly rate of pay referred to in this clause shall be the weekly rate of pay for their substantive position on the day immediately preceding the commencement of the maternity leave, and
  - (iv) where an employee becomes eligible for an annual increment or an economic adjustment during the benefit period, payments under this clause shall be adjusted accordingly.

### **Medical Fitness**

- (j) In the event that an employee is assessed medically unfit due to pregnancy, prior to the termination of their pregnancy, NAV CANADA will give every reasonable consideration to assigning non-control duties to that employee for which they are qualified.

#### **26.04 Leave Related to Birth or Adoption**

NAV CANADA shall grant to an employee two (2) days' leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

#### **26.05 Marriage Leave**

After the completion of one (1) year's continuous employment in NAV CANADA, an employee who gives NAV CANADA at least twenty (20) days' notice, shall be granted marriage leave with pay of not more than two (2) days, for the purpose of getting married.

## 26.06 Leave for Other Reasons

At the discretion of NAV CANADA, leave with pay may be granted when circumstances not directly attributable to the employee, including illness in the immediate family, as defined in clause 26.02, prevent the employee's reporting for duty. Such leave shall not be unreasonably withheld. When appropriate, leave with pay for personal and family related responsibilities (26.12) shall be used first.

## 26.07 Other Leave without Pay

NAV CANADA may grant leave without pay for any purpose.

## 26.08 Court Leave with Pay

- (1) Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:
  - (a) to be available for jury selection;
  - (b) to serve on a jury;

or

  - (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate or coroner;
    - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of their position;
    - (iv) before a legislative council, legislative assembly or house of assembly, or national assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (2) Employees on a day of rest shall receive compensation at the straight time rate for attending subpoenaed inquiries related to an employee's work duties, less any witness fees received. If subpoenaed by the Employer, employees will be compensated in accordance with the

overtime article. Employees on a day of rest shall not be entitled to compensation when subpoenaed by the Union.

- (3) Except in the case of emergency situations, employees who are required to serve on juries will not be scheduled to work on weekends that fall before or after a full week (Monday to Friday inclusive) in which the employee serves on jury duty.

#### **26.09 Leave without Pay for the Care and Nurturing of Pre-School Age Children**

The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA / the Public Service;

Employees may not, in a single leave year, submit requests under both Article 26.09(1) and 26.09(2) both of which include the period of June 15 to September 15 in whole or in part.

- 1) For a leave request of greater than 18 weeks or for a leave request of 18 weeks or less falling completely outside of the summer period of June 15 to September 15:

An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children (including the children of the employee's spouse) in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing twelve (12) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - (b) leave granted under this clause shall be for a minimum period of nine (9) weeks;
  - (c) leave granted under this clause for a period of more than twelve (12) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
  - (d) time spent on such leave shall not be counted for pay increment purposes.
- 2) For a leave request of 18 weeks or less which falls in whole or in part within the summer period of June 15 to September 15

An employee may request leave without pay for the care and nurturing of the employee's pre-school age children (including children of the employee's spouse) in accordance with the following conditions:



- (a) An employee shall notify NAV CANADA in writing between March 1 and March 15 and notification of approvals shall be made within a reasonable period thereafter;
- (b) Leave granted under this clause shall be for a minimum of nine (9) weeks;
- (c) Care and nurturing leave may be declined due to operational requirements. In the event the Company invokes operational requirements, it shall only do so after a meaningful consultation between the Union's local representative, the Union RVP and the Director;
- (d) An employee may only request to take a care and nurturing leave period that ends on or before July 31<sup>st</sup> or that begins on or after August 1;
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) Where an employee requests Care and Nurturing Leave in a year in which their youngest child attains school age, the requirement to take a minimum of nine (9) weeks of leave is waived provided the period of leave starts on August 1<sup>st</sup> and ends on the date on which the child commences school.

#### 26.10 Parental Leave Without Pay

- (a) An employee may request parental leave without pay at least four (4) weeks prior to the commencement of the leave and subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period of up to sixty-three (63) weeks beginning on the date the leave commences and ending not later than seventy-eight (78) weeks after the date of childbirth or adoption.
- (b) NAV CANADA may:
  - (i) defer the commencement of parental leave without pay at the request of an employee;
  - (ii) require an employee to submit a birth certificate or adoption record of the child.
- (c) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of seventy-one (71) weeks for both employees combined.
- (d) Leave granted under this clause shall be counted for the purpose of calculating severance pay and vacation leave entitlements. Time spent on such leave shall be counted for pay increment purposes.

### 26.11 Leave with Pay for Selection Process

An employee who participates as a candidate in a personnel selection process for a position in NAV CANADA shall suffer no loss of normal pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where their presence is so required. Should all or any portion of the aforementioned period occur on the employee's regularly scheduled day of rest, such time will be added to the employee's accumulated bank of "time off in lieu of overtime" (Article 20.02) at the straight-time rate in effect at that time, up to a maximum of the employee's normal scheduled daily hours of work.

### 26.12 Leave with Pay for Personal and Family-Related Responsibilities

- 1) For the purpose of this clause, family is defined as;
  - (a) the employee's spouse or common-law partner;
  - (b) the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's foster father and foster mother;
  - (c) the employee's children and the children, grandchildren, brothers and sisters of the employee's spouse or common-law partner, the spouse of common law partner of the employee's children, a child to whom the employee or the employee's spouse or common-law spouse acted as foster parents, under the laws in force in each province;
  - (d) the employee's grandchildren;
  - (e) the employee's brothers and sisters and spouse or common-law partner of the employee's brothers and sisters, the employee's nieces and nephews and the spouse or common-law partner of the employee's nieces and nephews, the employee's aunts and uncles and the spouse or common-law partner of the employee's aunts and uncles;
  - (f) the grandfather and grandmother of the employee;
  - (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
  - (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
  - (i) a person under the guardianship or care of the employee or the employee's spouse or common-law partner;

- (j) a person who is entirely or substantially dependent on the employee or the employee's spouse or common-law partner for ongoing care and attention.
- 2) If the employee has completed three (3) months of continuous service, NAV CANADA shall grant leave with pay under the following circumstances:
    - (a) carrying out responsibilities related to the health or care of any of their family members;
    - (b) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
    - (c) addressing any urgent matter concerning themselves or their family members;
    - (d) attending their citizenship ceremony under the Citizenship Act; and
  - 3) The total leave with pay granted under sub clauses (2) (a)(b)(c) and (d) shall not exceed 5 days per leave year.
  - 4) NAV Canada may, in writing, no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

#### **26.13 Compassionate Care Leave**

Leave without pay shall be granted as per the Canada Labour Code for up to 28 weeks within a 52-week period to provide care and support to a gravely ill family member as defined under the Employment Insurance Act.

Leave granted under this clause shall be counted for the purpose of calculating severance pay and vacation leave entitlements. Time spent on such leave shall be counted for pay increment purposes.

#### **26.14 Domestic Violence Leave**

The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work.

- (a) Employees experiencing domestic violence, and who have been employed for at least three (3) months, will be able to access up to five (5) days paid leave and up to five (5) days of unpaid leave, which the employee may choose to take intermittently or in one continuous period.

This leave will be available once per calendar year. This leave may be taken as consecutive or single days or as a fraction of a day.

- (b) This leave is in addition to the existing leave entitlements under the present collective agreement but is not in addition to that afforded under the Canada Labour Code.
- (c) An Employee may take Domestic Violence Leave for one or more of the following purposes:
  - (i) to seek medical attention for the Employee or the Employee's children in respect of a physical, emotional or psychological injury or disability caused by the domestic violence;
  - (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;
  - (v) to seek legal or law enforcement assistance, including preparing for or participation in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (d) The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation if it is reasonably practicable for the employee to obtain and provide it.

**ARTICLE 27**  
**VACATIONS**

- 27.01 An employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:
- (a) one hundred and twenty (120) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
  - (b) one hundred and sixty (160) hours per vacation year if the employee has completed eight (8) years of continuous employment;
  - (c) one hundred and seventy-six (176) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
  - (d) one hundred and eighty-four (184) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
  - (e) two hundred (200) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
  - (f) two hundred and sixteen (216) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
  - (g) two hundred and forty (240) hours per vacation year if the employee has completed twenty-eight (28) years of continuous employment.
- 27.02 An employee who has not received at least ten (10) days' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clauses 27.01 for each calendar month for which they receive at least ten (10) days' pay.
- 27.03 An employee is entitled to utilize earned vacation leave with pay during their first six (6) months of continuous employment, subject to training and other operational requirements.
- 27.04 Subject to operational requirements NAV CANADA shall make every reasonable effort to schedule an employee's vacation leave during the vacation year it is earned. Where in any vacation year NAV CANADA has not scheduled all of the vacation leave credited to an employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.
- 27.05 Employees shall take vacation leave on the basis of the schedule being worked.
- 27.06 (a) The vacation year extends from April 1 to March 31 and vacation may be scheduled by NAV CANADA at any time during this period.

- (b) Local representatives of the Union shall be given the opportunity to consult with representatives of NAV CANADA on vacation schedules. Consistent with efficient operating requirements NAV CANADA shall make every reasonable effort to schedule vacations in a manner acceptable to employees.
- (c) It is agreed by the parties, in accordance with the intent of Article 27 that it is both appropriate and desirable that each employee utilize their full vacation entitlement during the vacation year in which such vacation entitlement is earned. However, an employee may elect, to carry forward into the next vacation year unused vacation and lieu leave up to a maximum of twenty-one (21) working days. The twenty-one days shall be reduced by the number of days, if any, carried over from the prior leave year.

Leave carry over shall also be subject to the following conditions:

- (i) that any vacation period carried forward from the previous vacation year and utilized by any employee does not disrupt vacation schedules in the current vacation year nor prevent another employee from taking their regularly scheduled vacation for that year;
- (ii) that the days which are carried over from the previous vacation year are taken at a time which is acceptable to both NAV CANADA and the employee;
- (iii) that an employee's vacation earned in the vacation year will be utilized before days carried forward from the previous vacation year;
- (iv) Where excess vacation and/or lieu leave credits exist at the end of the vacation year that cannot be carried over in accordance with Article 27.06(c), or which the employee elects not to carryover, the outstanding leave credits will be paid off at the employee's straight-time rate of pay in effect at that time.

27.07 Where, in respect of any period of vacation leave, an employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by NAV CANADA, or reinstated for use at a later date.

27.08 Where an employee dies or otherwise terminates their employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

27.09 Subject to 27.10, where an employee dies or voluntarily terminates their employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount

equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the straight-time rate of pay applicable to the employee immediately prior to the termination of the employee's employment.

27.10 An employee whose employment is terminated by reason of a declaration that the employee abandoned their position is not entitled to receive the payment referred to in 27.09, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

**27.11 Recall from Vacation Leave**

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that they incur:

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by NAV CANADA.

27.12 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 27.11 to be reimbursed for reasonable expenses incurred by them.

## **ARTICLE 28 HOLIDAYS**

### **28.01 Designated Holidays**

The following days shall be designated holidays for employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) July 01;
- (f) Labour Day;
- (g) National Day for Truth and Reconciliation;
- (h) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) One additional day in each year that, in the opinion of NAV CANADA, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where no such day is so recognized, the first Monday in August;
- (m) Any other day that is proclaimed by law as a national holiday.

### **28.02 Work on Holiday**

Where an employee works on a holiday the employee shall be paid at one and one-half (1 1/2) times their straight-time hourly rate for all regularly scheduled hours worked by the employee on the holiday.

### **28.03 Lieu Leave**

- (a) On April 1 of each year, an employee shall be credited with ninety-six (96) hours of lieu leave.



- (b) Lieu leave may be scheduled as an extension to vacation leave or as occasional leave and shall be charged against the lieu leave credits on an hour-for-hour basis.
- (c) Consistent with operational requirements and subject to adequate notice, NAV CANADA shall make every reasonable effort to schedule lieu leave at times desired by the employee.

For employees in non-control positions that are normally unstaffed on a holiday, NAV CANADA may schedule an employee's lieu leave on the holiday. In the event that the holiday falls on the employee's day of rest, lieu leave may be scheduled on the first scheduled working day following their day of rest.

- (d) Where in any vacation year an employee has not utilized all of the lieu leave credited to them, the employee may elect to carry forward into the next vacation year the unused portion of their lieu leave in conjunction with annual leave subject to article 27.06 (c).
- (e) Lieu leave earned in the vacation year will be utilized before lieu leave carried forward from the previous vacation year.
- (f) Any leave granted under the provisions of this clause in advance of holidays occurring after the date of an employee's separation or after they become subject to clause 16.08 shall be subject to recovery of pay.
- (g) Where an employee has received authorization for a period of leave of absence without pay of at least 365 days, they will not be credited with lieu leave as identified in Clause (a) above while on such leave. In such a circumstance, upon their return, the employee will receive lieu credits for those designated holidays (Article 28.01) remaining during that vacation year, at the rate of 8 hours per holiday. If the employee is on an authorized leave of absence without pay for a period of less than 365 days, they will be credited with lieu leave as if they had been at work.
- (h) Persons who become employees at some point after April 1<sup>st</sup> will receive lieu leave credits equivalent to the number of designated holidays that remain in that vacation year (at the rate of 8 hours per holiday).

#### **28.04 Absence on Qualifying Days**

An employee who is absent without permission and who is not on sick or special leave on a designated holiday, on which they are scheduled to work, shall not be entitled to be paid for the holiday.

## ARTICLE 29 TRAINING

29.01 NAV CANADA shall determine training requirements and the means and methods by which training shall be given and shall provide employees in control positions with adequate training and instruction on equipment and procedures prior to their introduction and refresher training, where appropriate.

### 29.02 Definitions

#### **Familiarization Flights**

A flight during which an employee may be permitted to visit the cockpit of the aircraft during a flight.

#### **Unit Visit**

An on-site tour of an air traffic control facility during which the employee has the opportunity to observe all aspects of the operation.

#### **Flight/Visit Period**

The period commencing January 1, 2018, and each new period commencing at three-year intervals from that date.

#### **IFR and Tower Units in USA FIRs**

<b>Originating FIR</b>	<b>Category 1 &amp; 4 Controller Destinations</b>	<b>Category 3 &amp; 5 Controller Destinations</b>
Vancouver	Anchorage, Seattle, Oakland, IFR Units	Seattle, Portland, San Francisco, Oakland, and Anchorage Towers Honolulu Tower – Vancouver Tower only.
Edmonton	Seattle, Salt Lake City, Anchorage IFR Units	Seattle, Portland, Salt Lake City, and Anchorage Towers
Winnipeg	Salt Lake City, Minneapolis, Chicago IFR Units	Salt Lake City, Minneapolis, and Chicago Towers
Toronto	Chicago, Cleveland, Detroit, New York, Boston IFR Units	Chicago, Detroit, Cleveland, New York, and Boston Towers
Montreal	Cleveland, Detroit, New York, Boston IFR Units	Detroit, Cleveland, New York, and Boston Towers
Moncton	Boston, New York IFR Units	Boston and New York Towers
Gander	Boston, New York IFR Units	Boston and New York Towers

### **Long Range Flight Units**

Honolulu  
London  
Paris  
Frankfurt  
Amsterdam

### **Domestic Flight**

A flight to a unit located in Canada or the U.S.A.

### **Long Range Flight**

A flight to a unit located outside North America and contained in the definition of Long-Range Flight Units.

- 29.03 (a) NAV CANADA shall provide familiarization flights to all employees having three (3) or more years' continuous service as a licenced air traffic controller who are listed in Appendix C to this agreement except those employees who are in receipt of Short or Long Term Disability benefits.
- (b) Eligible employees will be entitled to one (1) return flight involving not more than three (3) days' absence from their normal place of duty during each Flight/Visit Period. Controllers from the Gander Area Control Centre shall be entitled to four (4) days' absence if visiting both London and Prestwick in accordance with (c) below. Employees will be considered as being on duty for each of the days scheduled as part of the flight/visit, but these days are not required to be consecutive.
- (c) Where the employee is entitled to a Long Range Flight one may be selected every six years {two (2) Flight/Visit periods} and will normally be alternated with a Domestic Flight. Controllers from the Gander Area Control Centre will be allowed to continue the practice of visiting London and/or Prestwick control facilities as part of such a Long Range Flight.
- (d) The destination chosen by the employee in accordance with this article shall normally be approved, except where NAV CANADA for operational reasons determines that a different destination is appropriate. Employees shall not normally be authorized to visit the same city on successive flight/visits.
- (e) The scheduling of requested familiarization flights and the determination of the flight(s) upon which the employee will travel are the responsibility of NAV CANADA. Canadian Flag Carriers will normally be used.
- 29.04 (a) Travel costs associated with days the employee is on duty during a flight/visit will be paid for a maximum of two (2) nights and three (3) days

in accordance with the NAV CANADA Joint Council Travel Directive. Controllers from the Gander Area Control Centre visiting London and Prestwick will be allowed expenses for three (3) nights and four (4) days.

- (b) The most economical airfare will be selected. Seat sales or other discount flights may be selected at the discretion of NAV CANADA.
- (c) The provisions of clause 20.01 do not apply to on-duty days described in clause 29.03(b).

29.05 If NAV CANADA requires an employee to become proficient in the use of a second language, language training will be paid for by NAV CANADA, and the employee shall not suffer loss of normal pay during such training.

## **ARTICLE 30 LICENSING**

### **30.01 Licensing Fees**

- (a) NAV CANADA shall reimburse an employee for their payment of fees incurred in obtaining and maintaining a Medical Certificate or its replacement, including but not limited to electrocardiograms, specialists' results and X-Rays, provided the employee requires a Medical Certificate for the performance of their duties.
- (b) Operational requirements permitting, an employee is protected against any loss of normal pay in order to undergo such examinations including reasonable expenses for necessary travel outside of the employee's headquarters area.
- (c) NAV CANADA shall reimburse an employee for their payment of fees incurred in obtaining and maintaining an Air Traffic Control licence or endorsement.

### **30.02 Continuation of Employment where Medical Lost**

NAV CANADA shall continue past practice in giving all reasonable consideration to continued employment in NAV CANADA of a Controller who loses their licence for medical reasons.

### **30.03 Payment of Relocation Expenses for Alternate Employment with NAV CANADA**

If a Controller who has lost their licence for medical reasons is offered alternate employment in NAV CANADA at another geographic location, NAV CANADA shall bear the cost of removal expenses in accordance with then current Company Regulations.

### **30.04 Delays in Receipt of Medical Certificate**

Where there are delays, not attributable to the employee, in the receipt of a controller's Medical Certificate a controller will not suffer any loss of normal pay provided that the Controller:

- (a) successfully undergoes all the required medical examinations for renewal of their Medical Certificate; and
- (b) produces proof to their supervisor prior to the first working day following the expiry date of their Medical Certificate that such examinations were successfully undertaken; and
- (c) notifies local management, in writing, between twenty-five (25) and fifteen (15) days prior to the expiration of their Medical Certificate

extension of any delay in the receipt of their new Medical Certificate so that corrective action may be taken. In the event that the controller is on approved leave during the period above, they will normally provide this notification to local management prior to proceeding on such leave.

It is understood that notwithstanding the above, the Controller shall make every reasonable effort to secure the Medical Certificate.

- 30.05 Employees are required to immediately notify the Employer if they receive any information from Transport Canada, the Regional Aviation Medical Officer (RAMO) and/or a Civil Aviation Medical Examiner (CAME) that might restrict or affect their medical certificate or ability to control air traffic.

## **ARTICLE 31 SENIORITY**

### **31.01 Seniority**

Seniority shall be defined for all purposes as the length of service in the bargaining unit, except as otherwise specified in this Article.

### **31.02 Acquisition of Seniority**

Employees shall not acquire seniority until such time as they have successfully completed the probationary period.

### **31.03 Calculation of Seniority**

- (a) For employees who were members of the bargaining unit as of March 31, 2001 (and who have maintained continuous service since that date), seniority shall be defined as follows:
- (i) Seniority is the continuous service of an employee with NAV CANADA from their last date of hire or, in the case of an ab-initio trainee, the date the employee reports to their first unit following their successful completion of the course in air traffic control given by the NAV CANADA Training Institute.
  - (ii) The seniority of a “designated” continued employee shall be the employee’s continuous service with NAV CANADA in addition to their continuous employment as an employee engaged in the public service as defined in the Public Service Staff Relations Act (R.S.C.; c. P-35 S. 1) as at November 1, 1996. It is agreed that the continuous employment of these “designated” employees referred to above who were employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996, shall be covered.

Designated employees are entitled to count CAF service for continuous employment purposes if they meet all the following conditions:

- performing duties on an ongoing basis
- has an honourable release from the CAF and was appointed to the Public Service within three months from the day on which they were so released; and
- has made a valid election to contribute to the pension plan for CAF service.

- (b) For all other employees who have been members up to and including March 31, 2013, seniority shall be the most recent date upon which the employee joined the bargaining unit. The employee will acquire this seniority date retroactively upon successful completion of the probationary period. The date shall be the earlier of:
  - (i) The date the individual received a certificate of successful completion of a course in ATC
  - (ii) The date the individual reported to their first unit.
- (c) For employees hired on or after April 1, 2013, seniority shall be the most recent date upon which the employee joins the bargaining unit. The employee will acquire this seniority date retroactively upon successful completion of the probationary period. The date shall be the earlier of:
  - (i) The date the employee successfully completes a basic airport (VFR) course or Generic Terminal or Generic IFR course in air traffic control given by NAV CANADA.
  - (ii) The date the individual reports to their first unit.
- (d) An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay-off until the right of recall expires, paid leaves of absence, unpaid authorized union leave, care and nurturing leave, maternity and parental leave, compassionate care leave and other unpaid authorized leave of absence. In the latter case, seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.
- (e) An employee not able to perform their regular ATC duties due to medical reasons will continue to accumulate seniority.
- (f) In the event of employees having identical seniority, the tie will be broken by reference to total service with NAV CANADA, including, for those employees both "Designated" and "Continued" as defined in this collective agreement, their continuous employment, if any, as employees engaged in the Public Service. Any tie remaining will be resolved by a random draw.
- (g) Where an employee fails to accumulate seniority in accordance with the collective agreement and as a result another employee achieves exactly the same seniority level, the latter employee shall remain junior to the former on the seniority list.

#### 31.04 **Loss of Seniority and Employment**

Seniority shall be lost and employment shall cease if the employee:

- (a) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;



- (b) retires;
- (c) resigns;
- (d) on the recall list fails, without valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address and a copy to the Union;
- (e) is laid off for a period of twelve (12) months;
- (f) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;
- (g) is subject to layoff and accepts in writing any NAV CANADA departure incentive program which may have been offered to the employee by NAV CANADA.

#### 31.05 **Seniority List**

NAV CANADA shall prepare a national seniority list in accordance with this Article 31 and provide the list to the Union, while making it readily accessible to all employees in the bargaining unit, within ninety (90) days of the signing of the Collective Agreement. Any proposed change to the seniority of an employee on the seniority list must be submitted to NAV CANADA by or on behalf of the employee affected within the following ninety (90) days. A final list shall be prepared and agreed upon and shall form the basis for subsequent seniority lists. NAV CANADA shall provide the Union with updated seniority information on a semiannual basis.

- 31.06 Any loss of seniority (other than removal from the seniority list altogether) in accordance with this Article 31 shall be indicated on the seniority list by adjusting the employee's seniority date to reflect the amount of time lost.

## **ARTICLE 32 STAFFING**

### **32.01 Principles Applicable to Staffing Provisions**

The staffing provisions in this article apply to any new position within the bargaining unit and to any position within the bargaining unit that is vacant for a period in excess of nine (9) months. The following principles apply to the staffing process:

- (a) NAV CANADA shall fill any vacant position where it intends or seeks to have the duties and responsibilities of that position performed by any employee who is a member of the bargaining unit;
- (b) the staffing process to be used to fill positions other than those found in Article 32.07 is limited to that provided for in the present collective agreement in the following order:
  1. National and/or Interim Bid Process
  2. Deployment to a different location
  3. Ab-initio placements subject to Article 32.26
- (c) where practical, staffing of positions shall be from within the bargaining unit; and
- (d) subject to (c), any external hiring will be limited to entry level positions.

### **32.02 Determination of Position Requirements**

NAV CANADA shall determine the position requirements for a position using reasonable selection standards, licensing requirements, medical requirements, security requirements, linguistic requirements, any bona fide occupational requirements and accreditation.

### **32.03 Temporary or Term Employee**

- (a) Any temporary or term employee who has completed one term of nine (9) months or more or two consecutive terms adding up to nine (9) months or more of service shall if they are to remain in the service of NAV CANADA be subject to the probationary period provided for in the present collective agreement. Upon completion of the probationary period, the employee's seniority shall be retroactive to the last date of hire as a temporary employee. Consecutive terms shall include two (2) terms separated by a break in employment of one (1) month or less.
- (b) Prior to filling a position or project with a temporary or term employee, NAV CANADA will notify the Union's regional representative of the

position or project the temporary or term employee is being placed into and the anticipated length of the appointment.

- (c) A temporary or term employee shall not be eligible to apply on positions filled through Article 32.06 and Article 32.07

#### 32.04 **Deployment**

Deployment shall not have a negative impact on employees affected by deferrals in the same unit or specialty.

The assignment of work and the movement of employees at the same level in a location shall be at the discretion of NAV CANADA.

NAV CANADA will attempt to accomplish the deployment by using volunteers. If there are no volunteers, the employee with the least seniority may be deployed.

NAV CANADA may transfer an employee into a location for an assignment to a position at the same or lower level if such action does not create a position vacancy to be staffed under the present Article in the employee's former location. In the case of transfer, the employee may refuse the assignment.

#### 32.05 **Priority Placement**

Prior to the application of any selection process NAV CANADA shall seek to fill the vacant position by an employee eligible for priority placement.

NAV CANADA shall review each category in the order set out below and determine if at the location where the position vacancy occurs there is an eligible employee. If no eligible employee is identified, NAV CANADA shall apply the process on a Flight Information Region (FIR) basis. If the vacant position is a non-supervisory ATC Level 4, 5 or 6 control position and no eligible employee has been identified at the location or in the FIR, NAV CANADA shall apply subparagraphs (1) and (2) of the process on a national basis.

The order of categories is as follows:

- (1) Qualified employees who have received notices of lay off (surplus) or who have been declared vulnerable;
- (2) Qualified employees on lay-off and retaining recall rights;
- (3) Qualified employees returning from leaves of absence of 12 months or more;
- (4) Employees who within the previous 12 months, had applied for and been previously deemed qualified for the same position in a competitive process.

All employees shall be considered under the present paragraph. Generally, vacant positions will be filled by employees at the same or higher level. In the event there are no employees at the same or higher level as the vacant position, eligible employees at progressively lower levels will be considered in that order, unless otherwise agreed by the Labour Adjustment Committee (LAC).

**32.06 Staffing of Non-supervisory Control Positions through the National or Interim Bid Program via Transfer Down or Seniority Bid**

If following the application of paragraph 32.05 the non-supervisory position still remains to be filled, it shall be filled under the National or Interim Bid Program.

- (a) All members of the bargaining unit including those on the recall list may participate in the Program except that, for the purposes of Seniority Bid only, employees who occupy positions at the ATC 7 levels are only eligible to participate in the Program provided that the position for which they will be training is at the ATC 6 level.

For the purposes of this subparagraph, the level of a laid off employee is the level that the employee held at the time of their layoff.

- (b) Non-Eligible Employees

Employees in the following situations shall not be eligible to apply:

- (i) when the training program will commence within three (3) years following the date:
- (1) the individual had refused an offer of a training opportunity from Article 32.10 which would start within one (1) year;
  - (2) the individual had withdrawn after accepting a formal training offer from Article 32.10, which contains a starting date which is deferred for more than one (1) year;
  - (3) on which training was terminated either for withdrawing from or for failing to successfully complete any portion of a non-supervisory training program for a control position pursuant to clause 32.06;
  - (4) of commencement of a training program for a position at their former unit where they were unable to maintain unit standards;
  - (5) of having qualified in a control position through the National or Interim Bid Program;
  - (6) of having reported to a position staffed through the competitive process.

- (ii) within two (2) years of having qualified in a control position as a new employee in the bargaining unit.
- (iii) Any employee who has had three (3) failed attempts at the seniority bid program will be ineligible to seniority bid for the rest of their career with NAV CANADA. Employees who have had three (3) failed attempts as of January 29, 2020, will be afforded one last opportunity. An employee who withdraws from training at any point after having accepted a bid will be assessed a penalty of two failed attempts towards this clause.
- (iv) Employees who have been offered a training seat through the National or Interim Bid program and are subsequently a successful candidate through a competitive process may withdraw from the bid without penalty provided they have not yet started training.

NOTE 1: Employees will be deemed eligible to apply if they will become eligible prior to the commencement of the training opportunity advertised in the National Bid or an Interim Bid.

NOTE 2: The period of ineligibility referred to in clause (i) and (ii) above shall be deemed to end on the first day of the month in which the three- or two-years elapse.

- (c) Employees whose names remain on the list of applicants and locations on the National Bid process as described in clause 32.10, and who have not yet received an offer of a training opportunity in any Bid process for that year, remain eligible to participate in all bid processes run for training opportunities during that year.
- (d) Additional conditions of the Transfer Down portion of this Program are as follows:
  - (i) Eligibility
 

Controllers and supervisors are eligible to participate in a Transfer Down, provided an applicant will have at least six (6) years seniority at the date the training program will commence, and the position applied for is a lower level Control Position.
  - (ii) Single Relocation for Transfer Down During Career
 

Employees who utilize the Transfer Down provision will be entitled to a Company-paid relocation only once during their career with NAV CANADA including their employment with Transport Canada, if applicable. The single relocation shall only apply to transfer downs.

## (iii) Salary Level Adjusted

On commencement of training, the salary level of the successful applicant shall be adjusted to reflect the level of the lower level Control Position

## (iv) Loss of Technical Proficiency

Failure to qualify in a lower level control position shall not be considered loss of technical proficiency.

## (v) Position Not Protected

An employee's former position will not be protected during the training period.

## (vi) Alternate Position

In the event that the employee fails to qualify at the lower level unit, every effort will be made to place them in a suitable position.

In the event that the employee returns to their former position at their former work location, they will return to their previous salary level.

### 32.07 **Staffing of Data Systems Co-ordinator (DSC), National Traffic Management Unit (NTMU), Supervisory and Non-Control Positions through Competitive Staffing Provisions**

The following conditions apply to the staffing of DSC, National Traffic Management Unit (NTMU), supervisory and non-control positions:

## (a) Contents of Posting

A job posting for a supervisory and non-control position shall include the following information:

- (1) position title, classification and location;
- (2) essential qualifications (including any medical, linguistic requirements or security clearance required), which shall be expressed in clear terminology;
- (3) area of selection;
- (4) salary range and ATC Premium;
- (5) summary of duties of the position;
- (6) particular working conditions such as any shiftwork or need to travel;

- (7) closing date of competition and anticipated start date;
- (8) name, address and phone number to whom the application should be directed; and
- (9) that Statements of Qualifications for the position are available on request; and
- (10) that applications must be transmitted by midnight on the closing date.

Should the company decide to cancel the competition a posting will be sent via the same distribution means as the original posting as well as being sent to all those who had already applied, announcing the cancellation of the competition and the rationale.

(b) Eligible Employees

All employees in the bargaining unit and those persons on the recall list not eligible for priority placement are eligible to compete for positions where the Competitive Process applies where the following conditions are met:

- (1) the employee occupies a position in the area of selection included on the posting; Specifically, for TMU positions, the area of selection will be national. Specifically, for permanent UOS positions, the area of selection will be regional.
- (2) the employee has not refused or abandoned a non-control or Data Systems Co-ordinator position at the same level during the preceding 36 months.
- (3) Specifically for DSC positions, qualified employees occupying permanent positions at Head Office, the TSC, the Sim Centre and Automation Instructors will be deemed to be in the “area of selection” and therefore can apply on the DSC competitions. In this instance, “qualified” means the employee possesses an ATC licence with an IFR endorsement.

### 32.08 Employee Qualifications

An employee is deemed qualified in any staffing process if the employee meets the position requirements set out in Article 32.02. For the purposes of Article 33, in the application of the term qualified, an Oceanic endorsement shall be equivalent to an Area endorsement.

### 32.09 Selection under Transfer Down Program, Seniority Bid and Competitive Staffing

- (a) In the case of a non-supervisory control position, NAV CANADA shall select for training from among the candidates the senior qualified employee.
- (b) In the case of Data Systems Co-ordinator, supervisory and non-control positions, the qualified candidate who best meets the position requirements shall be selected. When two (2) or more qualified candidates are equal, the most senior will be selected. Candidates unsuccessful in a competition held under the Competitive Staffing Provisions, shall be granted a post interview de-brief, if requested by the employee.

### 32.10 Posting/Selection Requirements

During the month of April every year NAV CANADA will publish a new list of anticipated training opportunities by location and specialty that will be staffed through the National Bid Program for the upcoming calendar year. Prior to publishing the new list in April, NAV CANADA shall provide CATCA with the anticipated staffing requirements for all units/specialties. Eligible employees interested in these or any other possible training opportunities will be required to submit a prioritized listing of not more than four (4) locations (may be Specialty specific) of their choice. NAV CANADA will publish this list of locations and applicants for a period of two (2) weeks, during which time these employees will have the opportunity to withdraw their names from the list. Thereafter, NAV CANADA shall select employees for such available training opportunities from this list. Employees who have not received an offer under this program may withdraw their bid at any time without penalty. Where an employee must be deferred in accordance with Clause 32.11, NAV CANADA may assign the training opportunity to ab-initio employees.

If a vacancy does occur in a position after the list has been published and for which employees have not indicated a preference, the employer may either run an Interim Bid or fill the vacancy with an ab-initio.

Any postings for vacant Data Systems Co-ordinator, supervisory and non-control positions shall be posted for at least fourteen (14) days. The posting shall include any of the appropriate information referred to in paragraph 32.07(a) above.

### 32.11 Deferred Training

A successful applicant shall be assigned to the training program for the position under the National or Interim Bid Program unless NAV CANADA determines that releasing the employee from their position will create an immediate staff shortage. A "staff shortage" is defined as a situation where the departure of the successful applicant from their unit would result in the number of qualified controllers, including Unit Operations Specialist (UOS), being reduced by more than:

- (a) one controller, at units/specialties with a control requirement of eight (8) or less; or



- (b) two controllers, at units/specialties with a control requirement of nine (9) to fourteen (14); or
- (c) three controllers, at units/specialties with a control requirement of fifteen (15) to forty (40); or
- (d) four controllers, at units/specialties with a control requirement of greater than forty (40).

### 32.12 Procedures in Event of Delay

The following procedures shall apply in the event that the filling of a position staffed by the National or Interim Bid Program is delayed:

- (a) NAV CANADA shall immediately notify the Union that it intends to rely on paragraph 32.11 to delay the employee's entry into the training program and such notification shall include the facts demonstrating the staff shortage; and
- (b) the parties shall develop an action plan to permit the release of the affected employee at the earliest possible date.
- (c) an employee who accepted a training offer and whose deferral date at the time of the publication of the National Bid Program is greater than two (2) calendar years, will have the opportunity to withdraw from their training offer without penalty.

### 32.13 Training Period

A successful applicant under either the National or Interim Bid Program shall be entitled to a reasonable training period in which to qualify.

### 32.14 Return Rights

- (a) A successful applicant under either the National or Interim Bid Program (excluding Transfer Down) or the competitive process for Supervisory control positions shall retain their position during training. Such "return rights" shall be extinguished at the date on which the successful applicant qualifies in the new position.
- (b) A successful candidate for Data Systems Co-ordinator, National Traffic Management Unit and non-control positions shall have a ninety (90) day period of "return rights" following their report to the new position, subject to the following:
  - (i) the return rights period may be extended by mutual agreement;
  - (ii) no relocation expenses shall be paid during the return rights period unless mutually agreed otherwise. In the latter case the return rights shall be extinguished;

- (iii) the employee shall receive travel expenses in accordance with the NAV CANADA Joint Council Travel Guidelines during the return rights period.

### 32.15 **Advice to and Response of Selected Employee**

- (a) The selected applicant under the Staffing process shall be advised in writing of the following:
  - (i) the nature of the training program;
  - (ii) the commencement date and duration of any training or, in the absence of any training requirement, a familiarization period and the commencement date to begin performing the duties of the position;
  - (iii) description of the employee's return rights if any.
- (b) The employee shall have a maximum of nine (9) calendar days to respond to the notice.

### 32.16 **Travel and Relocation Expenses**

Selected employees assigned to a position or training in a new location shall be eligible for authorized travel and relocation expenses in accordance with the NAV CANADA Joint Council Travel and Relocation policies and the special provision for air traffic controllers undergoing operational training.

### 32.17 **Positions Not Subject to Staffing Procedures**

Positions to be filled while the incumbents are absent for whatever reason and where they retain a return right shall not be subject to staffing procedure under the present article.

### 32.18 **Projects and Temporary Positions**

The positions referred to in paragraph 32.17 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.

### 32.19 **Requalification**

Employees exercising return rights shall be subject to the successful completion of any required training and endorsement.

### 32.20 **Return Notice from Leave of Absence**

Within sixty (60) days prior to the expiry of an authorized leave of absence of twelve (12) months or more, the employee shall advise NAV CANADA in writing of their desire to return to work.

**32.21 Level Changes**

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified, may be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event that the modification results in a lower level, the employee presently filling the position may request to remain in the position at the lower level or be subject to the provision of Article 33 Employment Security. In the former case, the employee's salary shall be salary protected.

**32.22 Probationary Period**

For all Air Traffic Controllers-in-training in Control Towers, the employee shall be a probationary employee from the date they report to their first unit until such time as the employee has been fully qualified at a unit.

For all Air Traffic Controllers-in-training in Area Control Centres, the employee shall be a probationary employee from the date they report to the specialty-specific Training phase at their first unit until such time as the employee has been fully qualified at a unit.

**32.23 Second Language Proficiency**

Notwithstanding paragraph 32.22, an employee hired on the basis that they will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.

**32.24 Ab-initio Trainees**

Ab-initio trainees who have not been issued a certificate of successful completion of a course in air traffic control given by NAV CANADA shall not be governed by the present collective agreement. On the date of successful completion of a basic airport (VFR) course or Generic Terminal or Generic IFR course in air traffic control given by NAV CANADA, an ab-initio trainee shall become an employee in the bargaining unit.

**32.25 Definition of Location**

A location, for the purpose of Article 32 Staffing and Article 33 Employment Security, is identified by the premises where the employee normally works or the organizational entity to which the employee is attached; organizational entity shall not be applied to employees within specialties at an ACC.

### **32.26 Training Opportunities**

In the case of vacancies for ACC positions, NAV CANADA shall endeavor to provide fifty percent (50%) of the training opportunities to eligible employees on the seniority list.

### **32.27 List of Permanent Positions**

Once during the first twelve months from the signing of this agreement, and every year thereafter, NAV CANADA shall provide the Union with a list of all permanent positions within the bargaining unit.

## **ARTICLE 33 EMPLOYMENT SECURITY**

In the event of planned or unplanned changes and events that may result in the reduction of employees, the Company will use voluntary methods to the extent possible to address the situation. Involuntary layoffs will be used only as a last resort after the Company, in consultation with the Union, has explored all other options.

### **33.01 Early Identification of Surplus Situations**

In the event of a reduction in the workforce the following provisions shall apply for the early identification of a potential displacement situation:

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Union at the national level at the earliest possible opportunity but no later than thirty (30) days in advance of letters to employees.

### **33.02 Meaningful Union/NAV CANADA Consultation**

Meaningful Union/NAV CANADA consultation shall begin:

- (a) following notice to the Union of potential job displacement the Parties will form a joint Labour Adjustment Committee (LAC) to consult on ways to reduce and/or mitigate adverse impacts on employees. The LAC work may run concurrent with the surplus period; however, no letters will be issued to employees until the LAC has met on at least one occasion to discuss ways to reduce and/or mitigate adverse impacts on employees.

The LAC shall meet within twenty (20) days after receiving a written request to meet from the other party.

- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, the Company will develop a human resource transition plan in consultation with the LAC. The following measures will be considered and implemented where practicable and appropriate by NAV CANADA through consultation with the LAC prior to involuntary lay-off:
  - (1) elimination of casuals and term or temporary employees;
  - (2) voluntary methods, including reassignment, transfers to vacant positions at equivalent levels, and retraining;
  - (3) alternate work arrangements;

- (4) leaves of absence;
  - (5) voluntary separation through NAV CANADA's departure incentive program (See Appendix F);
  - (6) voluntary temporary lay-off (as defined in the Canada Labour Standards Regulations).
- (c) seniority shall be applied where possible when two (2) or more employees at the same level are qualified for an available position identified under paragraph (b) above.
- (d) where the parties are unable to agree on which employees shall be selected to receive surplus notices, either party may, with 30 days' written notice, refer this issue to an expedited arbitration process (not in accordance with Article 11, except as the parties may otherwise agree at the time), with a decision to be rendered within thirty (30) days of the completion of the arbitration.

### **33.03 Opportunities for Employees to be Considered for Other Employment Vacancies**

The following provisions shall apply to affected employees to be considered for other employment vacancies with NAV CANADA:

- (a) In the event of a Level of Service (LOS) review, affected employees will be issued formal notice of their vulnerable status. This vulnerable status will provide affected employees with access to Priority Placement as per Article 32.05. A formal notice of surplus status will only be issued to vulnerable status employees once the LOS process has determined there will be an impact to employees. Release dates for vulnerable employees who are priority placed may be delayed until such time as the LOS review results in elimination of their current position.
- (b) Affected employees will be sent formal notice of their surplus status and options will be explored with the employee on an individual basis by representatives of both Parties through the LAC and such discussions shall take place within sixty (60) days of receipt of notice by the employee;
- (c) Surplus letters cannot be given to employees until at least thirty (30) days following the notice to the Union. No lay-off will occur until at least six months after the employee has received a formal notice of surplus status, copied to the Union; and
- (d) In the event that two (2) or more employees at the same level and location are surplus and all cannot be assigned under the present article or Article 32.05 Priority Placements, lay-off shall be by reverse order of seniority.

- (e) If NAV CANADA, in consultation with the LAC and the employee has been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose layoff with recall rights, or accept a NAV CANADA departure incentive program. NAV CANADA reserves the right to offer a departure incentive program during the surplus period. An employee with fifteen (15) or more years of continuous service shall not be required to accept an assignment that would require the employee to relocate. In this last case if the employee refuses the assignment they shall remain eligible for a NAV CANADA departure incentive program or lay-off with recall rights.

#### **33.04 Decline of Reassignment or Departure Incentive**

An employee who declines a reassignment or refuses the offer of the NAV CANADA departure incentive program shall be laid off and their name shall be inscribed on a recall list.

#### **33.05 Position Exchange Provision**

- (a) In situations of permanent reduction in the work force NAV CANADA, at its discretion, may accept the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off, the position, level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.
- (b) In the event that layoff at a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee at that location for the purpose of providing a position and continued employment to the person subject to layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.
- (c) In the event that layoff not confined to a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee for the purpose of providing a position and continued employment to the person subject to layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.

#### **33.06 Unsuccessful in Training**

A surplus employee unsuccessful in training shall be eligible for the option provided for in paragraph 33.03 (d) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended. Should there be any remaining surplus period, in the event the employee is deemed unsuccessful

in or withdraws from training, the employee shall remain eligible for a position assignment under the original plan.

### **33.07 Recall**

Recall to a position shall be by order of seniority among the qualified employees laid off from the same or higher level and in accordance with Article 32.05 (Priority Placements). Relocation expenses shall be paid to a recalled employee as required.

### **33.08 Training for Recalled Employees**

A recalled employee who is unsuccessful in training shall be laid off. In this case the original recall period shall not be extended.

### **33.09 Employment Ceases**

An employee who accepts the NAV CANADA departure incentive payment or, who refuses recall under paragraph 33.07, shall cease to be an employee of NAV CANADA.

### **33.10 Application of Collective Agreement to Laid Off Employees**

Unless specified otherwise the terms, conditions and benefits provided for in the Collective Agreement shall not apply to permanently laid-off employees.

### **33.11 Incumbent's Rights**

An employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirement, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to reassignment to a position at the same level in the region with relocation expenses in accordance with the NAV CANADA Joint Council Relocation Policy. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses or accept the NAV CANADA departure incentive program. The employee shall be considered a vulnerable or surplus employee for purposes of the priority placement provisions in Article 32.05. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program they shall be subject to lay-off.

### **33.12 Contracting Out**

In the event of contracting out, a surplus employee shall be entitled to reassignment to a position at the same or lower level in the region with relocation expenses. If no position at the same or lower level in the region is available and regardless of the level of the employee's position, the employee may elect to accept an assignment to a vacant position at the same or lower



level in another region with relocation expenses or accept the NAV CANADA departure incentive program. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program they shall be subject to lay-off.

**ARTICLE 34  
SEVERANCE PAY**

34.01 Under the following circumstances and subject to clause 34.02, an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:

(a) **Lay-Off**

- (i) On the first lay-off, at the expiry of the twelve (12) month recall period, two (2) weeks' pay for the first complete year of continuous employment with NAV CANADA since November 1, 1996, and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.
- (ii) On second or subsequent lay-off, at the expiry of the twelve (12) month recall period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which they were granted severance pay under 34.01(a)(i) above.

(b) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance either from the NAV CANADA Pension Plan and/or the Public Service Superannuation Act, one week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

(c) **Death**

If an employee dies, there shall be paid to their estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

34.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service or NAV CANADA. Under no circumstances shall the maximum severance pay provided under clause 34.01 be pyramided.

34.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification of their substantive position on the date of the termination of their employment.

34.04 On August 31, 2017, members of CATCA were provided with the opportunity to elect a voluntary payout of accrued severance. Employees who elected this option are no longer entitled to accrue severance towards retirement under 34.01 (b). Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

**ARTICLE 35  
PENSIONS**

35.01 Members of the Canadian Air Traffic Control Association/Unifor Local 5454 bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

35.02 Only the following specific Articles of the NAV Canada Pension Plan (Effective January 1, 2009) are deemed to be included in the collective agreement:

Article 2 - Eligibility and Membership

Article 3 - Crediting of Service

Article 4 - Contributions

Article 5 - Benefits on Retirement, Termination or Death

Article 6 - Maximum Pension Benefits

Article 7 - Payment of Pensions

Article 13 - Marriage Breakdown (including also subsection 14.7 for completeness)

Part A

Article A2 - Service

Article A3 - Contributions

Article A4 - Retirement Benefits

Article A5 - Post Retirement Death Benefits

Article A6 - Termination of Services

Article A7 - Pre-retirement Death Benefits

Article A8 - Disability Benefits

Article A9 - Inflation Adjustments for Pensions in Payment

Definitions set out in Article 1 and Article A1 are included inasmuch as they would be required to interpret one of the articles listed above.

35.03 For clarity, the NAV CANADA Pension Plan may not be discontinued without the express written consent of both parties in so far as it relates to CATCA.

35.04 (a) Effective January 1, 2014, all newly hired employees will be placed under the provisions of Part B of the NAV CANADA Pension Plan.

(b) Effective January 1, 2014, all new hires, including previously employed controllers being rehired by NAV Canada after a break in service, upon initial qualification shall receive a two thousand dollar (\$2000.00) lump sum non pensionable payment. The intent is to allow employees hired after January 1, 2014, to use these funds to supplement their retirement savings. The \$2000 is only payable if the employee is entering Part B of the NAV Canada pension plan.

(c) The \$2000 payment in 35.04(b) shall not be payable to term or temporary hires and shall only be paid once in an employee's career with NAV Canada.

35.05 The Memorandum of Agreement Re: NAV CANADA Pension Plan between the parties, dated May 28, 2008, shall form part of this collective agreement.

**ARTICLE 36**  
**WORKING CONDITIONS AND SAFETY**

**36.01 Requirement for Safe and Healthful Working Conditions**

NAV CANADA will continue to make provision for the safe and healthful working conditions of employees and in so far as is feasible, having regard to building and space limitations, will provide proper accommodation for employees to have their meals and keep their clothes. The Union agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

**ARTICLE 37**  
**ILLEGAL WORK STOPPAGES**

37.01 There shall be no strikes or lockouts, as defined in the Canada Labour Code, during the term of this Agreement.

**ARTICLE 38**  
**EMPLOYEE FILES**

- 38.01 Upon written request of an employee, their employee file will be made available during normal business hours once per year for their examination in the presence of an authorized representative of NAV CANADA. In accordance with current practice, the employee will continue to have reasonable access to their unit personnel file.



**ARTICLE 39**  
**NAV CANADA JOINT COUNCIL AGREEMENTS**

**39.01 Programs**

The following agreements, as amended from time to time, concluded by the NAV CANADA Joint Council on items which may be included in this Agreement and which the parties to this Agreement endorsed after November 1, 1996, and made in accordance with the terms of the NAV CANADA Joint Council By-Laws (as amended from time to time) will form part of this Collective Agreement:

1. Bilingualism Bonus Program;
2. Commuting Assistance Program;
3. Isolated Posts Program/Living Accommodation Charges;
4. Memorandum of Understanding on Definition of Spouse;
5. Relocation Program;
6. Travel Program;
7. Occupational Safety and Health (OSH)

**39.02 Agreements**

Other NCJC agreements, including benefit plans, currently in effect or subsequently agreed to in the NCJC process shall also form part of this Collective Agreement.

**39.03 Grievances**

Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws. Grievances in regard to the above policies shall be submitted only by the Union.

**ARTICLE 40  
CLASSIFICATION**

40.01 The classification system shall be the system contained in the NAV CANADA/CATCA Classification System Document dated September 7, 2005.

**ARTICLE 41**  
**LANGUAGE OF NEGOTIATION**

- 41.01 Both English and French versions of the agreement have equal force and effect.
- 41.02 NAV CANADA shall have the translation of the collective agreement prepared and shall submit a copy to the Union. NAV CANADA and the Union shall share the expenses of translation equally.
- 41.03 Within thirty days of receipt of the translation either party may advise the other in writing of any disagreement it may have with the translated version and shall indicate the text(s) in question.
- 41.04 If within the next thirty days the parties cannot agree on the proper translation the text(s) in dispute shall be submitted to an arbitration board as provided for in the collective agreement.
- 41.05 The arbitration board shall not have jurisdiction to alter or modify the text in which language the provision was negotiated.

**ARTICLE 42  
DISTRIBUTION OF AGREEMENT**

**42.01 Copies of Collective Agreement**

NAV CANADA agrees to make available an electronic copy of the collective agreement to all members of the bargaining unit.

**ARTICLE 43**  
**APPLICATION, DURATION, MODIFICATION**

- 43.01 The provisions of this Agreement apply to the Union, employees and NAV CANADA.
- 43.02 Unless otherwise expressly stipulated, this Agreement shall become effective April 1, 2023, and shall remain in effect until March 31, 2028.
- 43.03 This Agreement may be amended by mutual consent.
- 43.04 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be implemented within ninety (90) days of the signing of this Agreement.

**SIGNATORY PAGES**

SIGNED AT OTTAWA, this 09 day of the month of January, 2024.

**NAV CANADA**



Amanda Sarginson  
Assistant Vice President, Labour Relations



MP Berman  
VP & Chief of Operations



Stephanie Castonguay  
AVP, IFR Services



Luc Tremblay  
Director, Flight Data Systems



Vanessa Robertson  
Director, ATS Standards



Leanne Murphy  
Negotiating Team Member



Samantha Robertson  
Negotiating Team Member



Paul Estes  
Negotiating Team Member



Dustin Abbott  
Negotiating Team Member

**CATCA/Unifor Local 5454**



Nick von Schoenberg  
President



Scott Loder  
Executive Vice President



Benoit Vachon  
Regional Vice President – St-Laurent



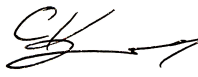
Jerry Brodt  
Regional Vice President - Prairies



Ian Thomson  
Regional Vice President - Atlantic



Andrew Worthington  
Regional Vice President - Pacific



Chris Kenny  
Regional Vice President - Central



Raelene Crowe  
Negotiating Team Member



Wayne Badcock  
Negotiating Team Member



Don Leonard  
Negotiating Team Member



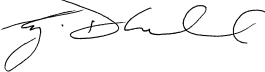
Jonathan Daoust  
Negotiating Team Member



Scott Williams  
Negotiating Team Member



Scott Turner  
Negotiating Team Member



Tej Dhaliwal  
Negotiating Team Member

Richard Davenport

Richard Davenport  
Negotiating Team Member



Karen Donovan-Bhoi  
Negotiating Team Member



Mike Loftus  
Negotiating Team Member



Matthew Lo  
Negotiating Team Member



Steven Pawluk  
Negotiating Team Member



Chad Wassing  
Negotiating Team Member



Jeremie Yelle  
Negotiating Team Member



Jeffrey Timmy  
Negotiating Team Member



James Legein  
Negotiating Team Member



Timothy Waldroff  
Negotiating Team Member

**APPENDIX "A"**  
**AI- Air Traffic Controller Group**

**Annual Rates of Pay**

**A: Effective April 1, 2023**  
**B: Effective April 1, 2024**  
**C: Effective April 1, 2025**  
**D: Effective April 1, 2026**  
**E: Effective April 1, 2027**

**ATC-0 \***

A	52104	54532
B	54710	57259
C	56899	59550
D	58606	61337
E	60365	63178

**ATC-1**

A	92692	96821	100955	105081	109213	113342	117476	121603	125734	129861	133991
B	97327	101663	106003	110336	114674	119010	123350	127684	132021	136355	140691
C	101221	105730	110244	114750	119261	123771	128284	132792	137302	141810	146319
D	104258	108902	113552	118193	122839	127485	132133	136776	141422	146065	150709
E	107386	112170	116959	121739	126525	131310	136097	140880	145665	150447	155231

**ATC-2**

A	98813	103213	107617	112020	116423	120822	125226	129626	134029	138435	142837
B	103754	108374	112998	117621	122245	126864	131488	136108	140731	145357	149979
C	107905	112709	117518	122326	127135	131939	136748	141553	146361	151172	155979
D	111143	116091	121044	125996	130950	135898	140851	145800	150752	155708	160659
E	114478	119574	124676	129776	134879	139975	145077	150174	155275	160380	165479

**ATC-3**

A	105334	110030	114717	119411	124105	128797	133490	138182	142875	147566	152260
B	110601	115532	120453	125382	130311	135237	140165	145092	150019	154945	159873
C	115026	120154	125272	130398	135524	140647	145772	150896	156020	161143	166268
D	118477	123759	129031	134310	139590	144867	150146	155423	160701	165978	171257
E	122032	127472	132902	138340	143778	149214	154651	160086	165523	170958	176395

**ATC-4**

A	112282	117288	122290	127295	132292	137294	142300	147299	152307	157304	162307
B	117897	123153	128405	133660	138907	144159	149415	154664	159923	165170	170423
C	122613	128080	133542	139007	144464	149926	155392	160851	166320	171777	177240
D	126292	131923	137549	143178	148798	154424	160054	165677	171310	176931	182558
E	130081	135881	141676	147474	153262	159057	164856	170648	176450	182239	188035

**ATC-5**

A	119692	125028	130357	135694	141024	146357	151690	157021	162354	167683	173016
B	125677	131280	136875	142479	148076	153675	159275	164873	170472	176068	181667
C	130705	136532	142350	148179	154000	159822	165646	171468	177291	183111	188934
D	134627	140628	146621	152625	158620	164617	170616	176613	182610	188605	194603
E	138666	144847	151020	157204	163379	169556	175735	181912	188089	194264	200442



**ATC-6**

A	127594	133280	138960	144644	150334	156015	161697	167377	173072	178754	184438
B	133974	139944	145908	151877	157851	163816	169782	175746	181726	187692	193660
C	139333	145542	151745	157953	164166	170369	176574	182776	188996	195200	201407
D	143513	149909	156298	162692	169091	175481	181872	188260	194666	201056	207450
E	147819	154407	160987	167573	174164	180746	187329	193908	200506	207088	213674

**ATC-7**

A	136011	142072	148132	154192	160251	166308	172368	178430	184489	190549	196609
B	142812	149176	155539	161902	168264	174624	180987	187352	193714	200077	206440
C	148525	155144	161761	168379	174995	181609	188227	194847	201463	208081	214698
D	152981	159799	166614	173431	180245	187058	193874	200693	207507	214324	221139
E	157571	164593	171613	178634	185653	192670	199691	206714	213733	220754	227774

\* Please note that at date of hire, ab initios are not yet CATCA members, however the ATC-0 level reflects what NAV CANADA will pay at date of hire and after the 52-week mark.

**APPENDIX "A"**  
**AI- Air Traffic Controller Group**  
**Annual Rates of Pay**

**A: Effective April 1, 2023**

**B: Effective April 1, 2024**

**C: Effective April 1, 2025**

**D: Effective April 1, 2026**

**E: Effective April 1, 2027**

**Protected Operating Employees**

**AI-01**

<b>A</b>	79661	84054	88442	92822	97216	101610	105984	110380	114770	119156	122945
<b>B</b>	83645	88257	92865	97464	102077	106691	111284	115899	120509	125114	129093
<b>C</b>	86991	91788	96580	101363	106161	110959	115736	120535	125330	130119	134257
<b>D</b>	89601	94542	99478	104404	109346	114288	119209	124152	129090	134023	138285
<b>E</b>	92290	97379	102463	107537	112627	117717	122786	127877	132963	138044	142434

**AI-02**

<b>A</b>	94292	98677	103063	107457	111846	116232	120617	125016	129395	133782	138037
<b>B</b>	99007	103611	108217	112830	117439	122044	126648	131267	135865	140472	144939
<b>C</b>	102968	107756	112546	117344	122137	126926	131714	136518	141300	146091	150737
<b>D</b>	106058	110989	115923	120865	125802	130734	135666	140614	145539	150474	155260
<b>E</b>	109240	114319	119401	124491	129577	134657	139736	144833	149906	154989	159918

**AI-03**

<b>A</b>	109895	114285	118665	123053	127447	131835	136219	140614	144995	149379	154130
<b>B</b>	115390	120000	124599	129206	133820	138427	143030	147645	152245	156848	161837
<b>C</b>	120006	124800	129583	134375	139173	143965	148752	153551	158335	163122	168311
<b>D</b>	123607	128544	133471	138407	143349	148284	153215	158158	163086	168016	173361
<b>E</b>	127316	132401	137476	142560	147650	152733	157812	162903	167979	173057	178562

**AI-04**

<b>A</b>	124175	128704	133213	137736	142261	146773	151302	155819	160339	164859	170102
<b>B</b>	130384	135140	139874	144623	149375	154112	158868	163610	168356	173102	178608
<b>C</b>	135600	140546	145469	150408	155350	160277	165223	170155	175091	180027	185753
<b>D</b>	139668	144763	149834	154921	160011	165086	170180	175260	180344	185428	191326
<b>E</b>	143859	149106	154330	159569	164812	170039	175286	180518	185755	190991	197066

**AI-05**

<b>A</b>	131972	136746	141512	146278	151041	155807	160591	165356	170120	174895	180457
<b>B</b>	138571	143584	148588	153592	158594	163598	168621	173624	178626	183640	189480
<b>C</b>	144114	149328	154532	159736	164938	170142	175366	180569	185772	190986	197060
<b>D</b>	148438	153808	159168	164529	169887	175247	180627	185987	191346	196716	202972
<b>E</b>	152892	158423	163944	169465	174984	180505	186046	191567	197087	202618	209062

**APPENDIX "A"**  
**AI- Air Traffic Controller Group**  
**Annual Rates of Pay**

**A: Effective April 1, 2023**

**B: Effective April 1, 2024**

**C: Effective April 1, 2025**

**D: Effective April 1, 2026**

**E: Effective April 1, 2027**

**Protected Non-Operating Employees**

**AI-01**

<b>A</b>	72929	77015	81093	85183	89252	93340	97425	101512	105591	109681	113169
<b>B</b>	76576	80866	85148	89443	93715	98007	102297	106588	110871	115166	118828
<b>C</b>	79640	84101	88554	93021	97464	101928	106389	110852	115306	119773	123582
<b>D</b>	82030	86625	91211	95812	100388	104986	109581	114178	118766	123367	127290
<b>E</b>	84491	89224	93948	98687	103400	108136	112869	117604	122329	127069	131109

**AI-02**

<b>A</b>	90013	94095	98170	102256	106340	110420	114505	118584	122670	126749	130780
<b>B</b>	94514	98800	103079	107369	111657	115941	120231	124514	128804	133087	137319
<b>C</b>	98295	102752	107203	111664	116124	120579	125041	129495	133957	138411	142812
<b>D</b>	101244	105835	110420	115014	119608	124197	128793	133380	137976	142564	147097
<b>E</b>	104282	109011	113733	118465	123197	127923	132657	137382	142116	146841	151510

**AI-03**

<b>A</b>	109800	113893	117975	122062	126153	130240	134328	138417	142502	146583	151245
<b>B</b>	115290	119588	123874	128166	132461	136752	141045	145338	149628	153913	158808
<b>C</b>	119902	124372	128829	133293	137760	142223	146687	151152	155614	160070	165161
<b>D</b>	123500	128104	132694	137292	141893	146490	151088	155687	160283	164873	170116
<b>E</b>	127205	131948	136675	141411	146150	150885	155621	160358	165092	169820	175220

**AI-04**

<b>A</b>	126734	130829	134910	138998	143092	147168	151266	155351	159438	163535	168735
<b>B</b>	133071	137371	141656	145948	150247	154527	158830	163119	167410	171712	177172
<b>C</b>	138394	142866	147323	151786	156257	160709	165184	169644	174107	178581	184259
<b>D</b>	142546	147152	151743	156340	160945	165531	170140	174734	179331	183939	189787
<b>E</b>	146823	151567	156296	161031	165774	170497	175245	179977	184711	189458	195481

**AI-05**

<b>A</b>	138776	142860	146946	151032	155118	159199	163300	167385	171471	175563	181146
<b>B</b>	145715	150003	154294	158584	162874	167159	171465	175755	180045	184342	190204
<b>C</b>	151544	156004	160466	164928	169389	173846	178324	182786	187247	191716	197813
<b>D</b>	156091	160685	165280	169876	174471	179062	183674	188270	192865	197468	203748
<b>E</b>	160774	165506	170239	174973	179706	184434	189185	193919	198651	203393	209861

**AI-06**

<b>A</b>	140981	145077	149162	153248	157332	161423	165519	169611	173670	177780	183434
<b>B</b>	148031	152331	156621	160911	165199	169495	173795	178092	182354	186669	192606
<b>C</b>	153953	158425	162886	167348	171807	176275	180747	185216	189649	194136	200311
<b>D</b>	158572	163178	167773	172369	176962	181564	186170	190773	195339	199961	206321
<b>E</b>	163330	168074	172807	177541	182271	187011	191756	196497	201200	205960	212511

**AI-07**

<b>A</b>	142897	146989	151080	155156	159246	163340	167433	171517	175588	179695	185411
<b>B</b>	150042	154339	158634	162914	167209	171507	175805	180093	184368	188680	194682
<b>C</b>	156044	160513	164980	169431	173898	178368	182838	187297	191743	196228	202470
<b>D</b>	160726	165329	169930	174514	179115	183720	188324	192916	197496	202115	208545
<b>E</b>	165548	170289	175028	179750	184489	189232	193974	198704	203421	208179	214802

**APPENDIX "B"**  
**ANNUAL ATC PREMIUM**

**A: Effective April 1, 2023**  
**B: Effective April 1, 2024**  
**C: Effective April 1, 2025**  
**D: Effective April 1, 2026**  
**E: Effective April 1, 2027**

**ATC Premium Level**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>1</b>	4,843	5,086	5,290	5,449	5,613
<b>2</b>	5,698	5,983	6,223	6,410	6,603
<b>3</b>	6,701	7,037	7,319	7,539	7,766
<b>4</b>	7,875	8,269	8,600	8,858	9,124
<b>5</b>	9,263	9,727	10,117	10,421	10,734
<b>6</b>	10,897	11,442	11,900	12,257	12,625
<b>7</b>	12,816	13,457	13,996	14,416	14,849
<b>8</b>	15,076	15,830	16,464	16,958	17,467
<b>9</b>	17,735	18,622	19,367	19,949	20,548
<b>10</b>	20,860	21,903	22,780	23,464	24,168
<b>11</b>	24,538	25,765	26,796	27,600	28,428
<b>12</b>	28,866	30,310	31,523	32,469	33,444
<b>13</b>	33,963	35,662	37,089	38,202	39,349
<b>14</b>	39,953	41,951	43,630	44,939	46,288
<b>15</b>	46,994	49,344	51,318	52,858	54,444
<b>*NON CONTROL POSITIONS IN THE NCR</b>	19,073	20,027	20,829	21,454	22,098

**APPENDIX "B"**  
**ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)**

**A: Effective April 1, 2023**  
**B: Effective April 1, 2024**  
**C: Effective April 1, 2025**  
**D: Effective April 1, 2026**  
**E: Effective April 1, 2027**

**Protected Employees**

<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>		
<b>1</b>	\$1,758	\$1,846	\$1,920	\$1,978	\$2,038	<i>St-Andrews Tower</i>	<i>St-Jean Tower</i>
						<i>Pitt Meadows Tower (*\$1,193)</i>	<i>Whitehorse Tower</i>
						<i>Langley Tower</i>	<i>Villeneuve</i>
<b>2</b>	\$3,274	\$3,438	\$3,576	\$3,684	\$3,795	<i>Springbank Tower</i>	<i>Gander Tower</i>
						<i>Waterloo Tower</i>	<i>Yellowknife Tower</i>
						<i>Hamilton Tower</i>	<i>Oshawa Tower</i>
						<i>Kelowna Tower</i>	<i>Sept-Îles Tower</i>
						<i>St. John's Tower</i>	<i>Windsor Tower</i>
						<i>Mirabel Tower</i>	<i>Sault Ste Marie Tower</i>
						<i>Prince George Tower</i>	<i>St-Honoré Tower</i>
<b>3</b>	\$5,223	\$5,485	\$5,705	\$5,877	\$6,054	<i>Buttonville Tower</i>	<i>Edmonton City Center Tower</i>
						<i>Boundary Bay Tower</i>	<i>Thunder Bay Tower</i>
						<i>Saskatoon Tower</i>	<i>Moncton Tower</i>
						<i>Toronto Island Tower</i>	<i>Vancouver Harbour Tower</i>
						<i>London Tower</i>	<i>Regina Tower</i>
						<i>Abbotsford Tower</i>	
<b>4</b>	\$6,956	\$7,304	\$7,597	\$7,825	\$8,060	<i>Victoria Tower</i>	<i>St-Hubert Tower</i>
						<i>Halifax Tower</i>	<i>Quebec Tower</i>
						<i>Edmonton Intl Tower</i>	
<b>5</b>	\$8,693	\$9,128	\$9,494	\$9,779	\$10,073	<i>Winnipeg Tower</i>	
						<i>Ottawa Tower</i>	
<b>6</b>	\$13,467	\$14,141	\$14,707	\$15,149	\$15,604	<i>Calgary Tower</i>	
						<i>Dorval Tower</i>	
<b>7</b>	\$17,371	\$18,240	\$18,970	\$19,540	\$20,127	<i>Edmonton ACC</i>	<i>Vancouver Intl Tower</i>
						<i>Winnipeg ACC</i>	<i>Moncton ACC</i>
						<i>Gander ACC</i>	<i>Ottawa TCU</i>
<b>8</b>	\$22,145	\$23,253	\$24,184	\$24,910	\$25,658	<i>Montreal ACC</i>	

<b>9</b>	\$26,918	\$28,264	\$29,395	\$30,277	\$31,186	<i>Vancouver ACC</i>	
<b>10</b>	\$31,694	\$33,279	\$34,611	\$35,650	\$36,720	<i>Toronto ACC</i>	<i>Toronto Tower</i>

**APPENDIX "C"**  
**FLIGHT/VISIT TRAINING PROGRAM DESTINATION**

<b>CATEGORY</b>	<b>PRIMARY DESTINATION</b>
1. Controllers, Supervisors, Unit Procedures Specialists and Data System Coordinators ACCs	<ul style="list-style-type: none"> <li>A. Domestic               <ul style="list-style-type: none"> <li>1. ACC in adjacent Canadian FIR</li> <li>2. IFR Unit in USA FIR (see chart Article 29)</li> <li>3. Ottawa Head Office</li> <li>4. Tower in FIR</li> </ul> </li> <li>B. Long Range</li> </ul>
2. Controllers, Supervisors and Unit Operations Specialists in ATC-1 and ATC-2 level control towers	<ul style="list-style-type: none"> <li>A. Domestic               <ul style="list-style-type: none"> <li>1. ACC in same FIR</li> <li>2. Tower in Canadian FIR</li> <li>3. Regional Office</li> </ul> </li> </ul>
3. Controllers, Supervisors, Unit Procedures Specialists and Unit Operations Specialists in ATC-3, ATC-4 ATC-5 and ATC-6 level control towers.	<ul style="list-style-type: none"> <li>A. Domestic               <ul style="list-style-type: none"> <li>1. ACC in same FIR</li> <li>2. ATC-1 and ATC-2 Towers subject to:                   <ul style="list-style-type: none"> <li>i) Any ATC-1 or ATC-2 Tower in YVR, YEG, or YWG FIRs if located within one of these FIRs; or</li> <li>ii) Any ATC-1 or ATC-2 Tower in YYZ, YUL, YQM or YQX FIRs if located within one of these FIRs.</li> </ul> </li> <li>3. Any ATC-3, ATC-4, ATC-5 or ATC-6 Tower in Canadian FIR</li> <li>4. Tower in USA FIR (see chart Article 29)</li> <li>5. Regional Office</li> </ul> </li> </ul>
4. ITU Program Specialists	<ul style="list-style-type: none"> <li>A. Domestic               <ul style="list-style-type: none"> <li>1. Unit in same FIR</li> <li>2. ITU/ACC in Canadian FIR</li> <li>3. IFR Unit in USA FIR (see chart Article 29)</li> <li>4. NAV CANADA Training Institute</li> <li>5. Ottawa Head Office</li> </ul> </li> <li>B. Long Range</li> </ul>



- |   |  |
|---|--|
| 5. Airport Operations Specialists                 | <ul style="list-style-type: none"> <li>A. Domestic           <ul style="list-style-type: none"> <li>1. Unit in Canadian FIR</li> <li>2. Tower Unit in USA FIR (see chart Article 29)</li> <li>3. NAV CANADA Training Institute</li> <li>4. Ottawa Head Office</li> </ul> </li> </ul>   |
| 6. Headquarters Specialists and Supervisors       | <ul style="list-style-type: none"> <li>A. Domestic           <ul style="list-style-type: none"> <li>1. ITU – Montreal, Toronto</li> <li>2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg</li> <li>3. USA Unit Boston, New York, Chicago</li> <li>4. FAA School, Oklahoma City</li> <li>5. FAA Technical Centre, Atlantic City</li> <li>6. FAA Washington</li> </ul> </li> <li>B. Long Range<br/>(Except VFR Specialists)</li> </ul> |
| 7. Instructors and Course Maintenance Specialists | <ul style="list-style-type: none"> <li>A. Domestic           <ul style="list-style-type: none"> <li>1. Unit in Toronto or Montreal FIR</li> <li>2. USA Unit - Boston, New York or Chicago</li> <li>4. FAA School - Oklahoma City</li> </ul> </li> </ul>  |
| 8. National Operations Centre                     | <ul style="list-style-type: none"> <li>A. Domestic           <ul style="list-style-type: none"> <li>1. ACC in Canadian FIR</li> <li>2. Control Tower at Vancouver, Calgary, Toronto, Montreal/Dorval</li> <li>3. FAA ATSSCC - Washington, D.C.</li> </ul> </li> <li>B. Long Range (one unit only)           <ul style="list-style-type: none"> <li>1. Central Flow Management Unit - Brussels</li> </ul> </li> </ul>                   |

**APPENDIX "D"**  
**SUPERVISORY DIFFERENTIAL**

**NOTE:** Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

Supervisory Degree	Percentage of Basic Rate
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Employees in Control Positions

A	5.0%
B	5.0%

Employees in Non-Control Positions

A	2.0%
B	4.0%
C	5.0%
D	6.0%

The Supervisory Rates Table is to be used in the following manner:

- (1) determine the non-supervisory rates according to the employee's sub-group, level and rate of pay;
- (2) using the Supervisory Rates Table, find the row in the left-hand column where the rate determined in (1) is located;
- (3) when the row is located, determine the column by the applicable supervisory differential degree;
- (4) the point where column and row meet is the supervisory rate required

**APPENDIX "D"**  
**Air Traffic Control Group**  
**Supervisory Rates**

**A: Effective April 1, 2023**  
**B: Effective April 1, 2024**  
**C: Effective April 1, 2025**  
**D: Effective April 1, 2026**  
**E: Effective April 1, 2027**

**Protected Operating Employees**

**A1-01 [A and B]**

<b>A</b>	83645	88257	92865	97464	102077	106691	111284	115899	120509	125114	129093
<b>B</b>	87828	92670	97509	102338	107181	112026	116849	121694	126535	131370	135548
<b>C</b>	91341	96378	101409	106432	111470	116507	121523	126562	131597	136625	140970
<b>D</b>	94082	99270	104452	109625	114814	120003	125170	130360	135545	140725	145200
<b>E</b>	96905	102248	107587	112914	118259	123603	128926	134271	139612	144947	149556

**AI-02 [A and B]**

<b>A</b>	99007	103611	108217	112830	117439	122044	126648	131267	135865	140472	144939
<b>B</b>	103958	108792	113628	118472	123311	128147	132981	137831	142659	147496	152186
<b>C</b>	108117	113144	118174	123212	128244	133273	138300	143344	148365	153396	158274
<b>D</b>	111361	116539	121720	126909	132093	137271	142450	147645	152816	157998	163023
<b>E</b>	114702	120035	125372	130716	136056	141390	146723	152075	157402	162739	167914

**AI-03 [A and B]**

<b>A</b>	115390	120000	124599	129206	133820	138427	143030	147645	152245	156848	161837
<b>B</b>	121160	126000	130829	135667	140511	145349	150182	155028	159858	164691	169929
<b>C</b>	126007	131040	136063	141094	146132	151164	156190	161229	166252	171279	176727
<b>D</b>	129788	134972	140145	145328	150517	155699	160876	166066	171241	176417	182030
<b>E</b>	133682	139022	144350	149688	155033	160370	165703	171049	176378	181710	187491

**AI-04 [A and B]**

<b>A</b>	130384	135140	139874	144623	149375	154112	158868	163610	168356	173102	178608
<b>B</b>	136904	141897	146868	151855	156844	161818	166812	171791	176774	181758	187539
<b>C</b>	142380	147574	152743	157929	163118	168291	173485	178663	183846	189029	195041
<b>D</b>	146652	152002	157326	162668	168012	173341	178689	184023	189362	194700	200893
<b>E</b>	151052	156562	162047	167548	173053	178541	184051	189544	195043	200541	206920

**AI-05 [A and B]**

<b>A</b>	138571	143584	148588	153592	158594	163598	168621	173624	178626	183640	189480
<b>B</b>	145500	150764	156018	161272	166524	171778	177053	182306	187558	192822	198954
<b>C</b>	151320	156795	162259	167723	173185	178650	184135	189598	195061	200536	206913
<b>D</b>	155860	161499	167127	172756	178382	184010	189659	195287	200914	206552	213121
<b>E</b>	160537	166345	172142	177939	183734	189531	195349	201146	206942	212749	219516

**APPENDIX "D"**  
**Air Traffic Control Group**  
**Supervisory Rates**

**Protected Non Operating Employees**

**AI-01**

**Effective April 1, 2023**

<b>A</b>	<b>2.0%</b>	74388	78556	82715	86887	91038	95207	99374	103543	107703	111875	115433
<b>B</b>	<b>4.0%</b>	77364	81699	86024	90363	94680	99016	103349	107685	112012	116350	120051
<b>C</b>	<b>5.0%</b>	81233	85784	90326	94882	99414	103967	108517	113070	117613	122168	126054
<b>D</b>	<b>6.0%</b>	86107	90932	95746	100575	105379	110206	115029	119855	124670	129499	133618

**AI-01**

**Effective April 1, 2024**

<b>A</b>	<b>2.0%</b>	78108	82484	86851	91232	95590	99968	104343	108720	113089	117470	121205
<b>B</b>	<b>4.0%</b>	81233	85784	90326	94882	99414	103967	108517	113069	117613	122169	126054
<b>C</b>	<b>5.0%</b>	85295	90074	94843	99627	104385	109166	113943	118723	123494	128278	132357
<b>D</b>	<b>6.0%</b>	90413	95479	100534	105605	110649	115716	120780	125847	130904	135975	140299

**AI-01**

**Effective April 1, 2025**

<b>A</b>	<b>2.0%</b>	81233	85784	90326	94882	99414	103967	108517	113070	117613	122169	126054
<b>B</b>	<b>4.0%</b>	84483	89216	93940	98678	103391	108126	112858	117593	122318	127056	131097
<b>C</b>	<b>5.0%</b>	88708	93677	98637	103612	108561	113533	118501	123473	128434	133409	137652
<b>D</b>	<b>6.0%</b>	94031	99298	104556	109829	115075	120345	125612	130882	136141	141414	145912

**AI-01**

**Effective April 1, 2026**

<b>A</b>	<b>2.0%</b>	83671	88358	93036	97729	102396	107086	111773	116462	121142	125835	129836
<b>B</b>	<b>4.0%</b>	87018	91893	96758	101639	106492	111370	116244	121121	125988	130869	135030
<b>C</b>	<b>5.0%</b>	91369	96488	101596	106721	111817	116939	122057	127178	132288	137413	141782
<b>D</b>	<b>6.0%</b>	91369	96488	101596	106721	111817	116939	122057	127178	132288	137413	141782

**AI-01**

**Effective April 1, 2027**

<b>A</b>	<b>2.0%</b>	86181	91009	95827	100661	105468	110299	115127	119957	124776	129611	133732
<b>B</b>	<b>4.0%</b>	89629	94650	99661	104688	109687	114711	119733	124756	129768	134796	139082
<b>C</b>	<b>5.0%</b>	94111	99383	104645	109923	115172	120447	125720	130994	136257	141536	146037
<b>D</b>	<b>6.0%</b>	99758	105346	110924	116519	122083	127674	133264	138854	144433	150029	154800

**AI-02**

**Effective April 1, 2023**

<b>A</b>	<b>2.0%</b>	91814	95977	100134	104302	108467	112629	116796	120956	125124	129284	133396
<b>B</b>	<b>4.0%</b>	95487	99817	104140	108475	112806	117135	121468	125795	130129	134456	138732
<b>C</b>	<b>5.0%</b>	100262	104808	109347	113899	118447	122992	127542	132085	136636	141179	145669
<b>D</b>	<b>6.0%</b>	106278	111097	115908	120733	125554	130372	135195	140011	144835	149650	154410

**AI-02**

**Effective April 1, 2024**

<b>A</b>	<b>2.0%</b>	96405	100776	105141	109517	113891	118260	122636	127005	131381	135749	140066
<b>B</b>	<b>4.0%</b>	100262	104808	109347	113898	118447	122991	127542	132086	136637	141179	145669
<b>C</b>	<b>5.0%</b>	105276	110049	114815	119593	124370	129141	133920	138691	143469	148238	152953
<b>D</b>	<b>6.0%</b>	111593	116652	121704	126769	131833	136890	141956	147013	152078	157133	162131

**AI-02****Effective April 1, 2025**

A	2.0%	100261	104808	109348	113898	118447	122991	127542	132085	136637	141180	145669
B	4.0%	104272	109001	113722	118454	123185	127911	132644	137369	142103	146828	151496
C	5.0%	109486	114452	119409	124377	129345	134307	139277	144238	149209	154170	159071
D	6.0%	116056	121320	126574	131840	137106	142366	147634	152893	158162	163421	168616

**AI-02****Effective April 1, 2026**

A	2.0%	103269	107952	112629	117315	122001	126681	131369	136048	140736	145416	150039
B	4.0%	107400	112271	117135	122008	126882	131749	136624	141490	146366	151233	156041
C	5.0%	112770	117885	122992	128109	133227	138337	143456	148565	153685	158795	163844
D	6.0%	119537	124959	130372	135796	141221	146638	152064	157479	162907	168323	173675

**AI-02****Effective April 1, 2027**

A	2.0%	106368	111192	116008	120835	125661	130482	135311	140130	144959	149778	154541
B	4.0%	110623	115640	120649	125669	130688	135702	140724	145736	150758	155770	160723
C	5.0%	116155	121422	126682	131953	137223	142488	147761	153023	158296	163559	168760
D	6.0%	123125	128708	134283	139871	145457	151038	156627	162205	167794	173373	178886

**AI-03****Effective April 1, 2023**

A	2.0%	111996	116171	120335	124504	128677	132845	137015	141186	145353	149515	154270
B	4.0%	116476	120818	125149	129485	133825	138159	142496	146834	151168	155496	160441
C	5.0%	122300	126859	131407	135960	140517	145067	149621	154176	158727	163271	168464
D	6.0%	129638	134471	139292	144118	148949	153772	158599	163427	168251	173068	178572

**AI-03****Effective April 1, 2024**

A	2.0%	117596	121980	126352	130730	135111	139488	143866	148245	152621	156992	161985
B	4.0%	122300	126860	131407	135960	140516	145068	149621	154175	158726	163272	168465
C	5.0%	128415	133203	137978	142758	147542	152322	157103	161884	166663	171436	176889
D	6.0%	136120	141196	146257	151324	156395	161462	166530	171598	176663	181723	187503

**AI-03****Effective April 1, 2025**

A	2.0%	122301	126860	131406	135959	140516	145068	149621	154176	158727	163272	168465
B	4.0%	127194	131935	136663	141398	146137	150871	155606	160344	165077	169803	175204
C	5.0%	133554	138532	143497	148468	153444	158415	163387	168362	173331	178294	183965
D	6.0%	141568	146844	152107	157377	162651	167920	173191	178464	183731	188992	195003

**AI-03****Effective April 1, 2026**

A	2.0%	125970	130667	135348	140038	144731	149420	154110	158801	163489	168171	173519
B	4.0%	131009	135894	140762	145640	150521	155397	160275	165154	170029	174898	180460
C	5.0%	137560	142689	147801	152922	158048	163167	168289	173412	178531	183643	189483
D	6.0%	145814	151251	156670	162098	167531	172958	178387	183817	189243	194662	200852

**AI-03****Effective April 1, 2027**

A	2.0%	129750	134587	139409	144240	149073	153903	158734	163566	168394	173217	178725
B	4.0%	134940	139971	144986	150010	155036	160060	165084	170109	175130	180146	185874
C	5.0%	141687	146970	152236	157511	162788	168063	173339	178615	183887	189154	195168
D	6.0%	150189	155789	161371	166962	172556	178147	183740	189332	194921	200504	206879

**AI-04****Effective April 1, 2023**

<b>A</b>	<b>2.0%</b>	129269	133446	137609	141778	145954	150112	154292	158459	162627	166806	172110
<b>B</b>	<b>4.0%</b>	134440	138784	143114	147450	151793	156117	160464	164798	169133	173479	178995
<b>C</b>	<b>5.0%</b>	141162	145724	150270	154823	159383	163923	168488	173038	177590	182153	187945
<b>D</b>	<b>6.0%</b>	149632	154468	159287	164113	168946	173759	178598	183421	188246	193083	199222

**AI-04****Effective April 1, 2024**

<b>A</b>	<b>2.0%</b>	135733	140119	144490	148867	153252	157618	162007	166382	170759	175147	180716
<b>B</b>	<b>4.0%</b>	141163	145724	150270	154822	159383	163923	168488	173038	177590	182153	187945
<b>C</b>	<b>5.0%</b>	148222	153011	157784	162564	167353	172120	176913	181690	186470	191261	197343
<b>D</b>	<b>6.0%</b>	157116	162192	167252	172318	177395	182448	187528	192592	197659	202737	209184

**AI-04****Effective April 1, 2025**

<b>A</b>	<b>2.0%</b>	141162	145724	150270	154822	159383	163924	168488	173037	177590	182153	187945
<b>B</b>	<b>4.0%</b>	146809	151553	156281	161015	165759	170481	175228	179959	184694	189440	195463
<b>C</b>	<b>5.0%</b>	154150	159131	164096	169066	174047	179006	183990	188957	193929	198912	205237
<b>D</b>	<b>6.0%</b>	163399	168679	173942	179210	184490	189747	195030	200295	205565	210847	217552

**AI-04****Effective April 1, 2026**

<b>A</b>	<b>2.0%</b>	145397	150096	154778	159467	164164	168842	173543	178229	182918	187618	193583
<b>B</b>	<b>4.0%</b>	151213	156100	160970	165846	170731	175596	180485	185359	190235	195123	201327
<b>C</b>	<b>5.0%</b>	158774	163905	169019	174139	179268	184376	189510	194627	199747	204880	211394
<b>D</b>	<b>6.0%</b>	168301	173740	179161	184588	190025	195439	200881	206305	211732	217173	224078

**AI-04****Effective April 1, 2027**

<b>A</b>	<b>2.0%</b>	149760	154599	159422	164252	169090	173907	178750	183577	188406	193248	199391
<b>B</b>	<b>4.0%</b>	155751	160783	165799	170823	175854	180864	185900	190921	195943	200978	207367
<b>C</b>	<b>5.0%</b>	163539	168823	174089	179365	184647	189908	195195	200468	205741	211027	217736
<b>D</b>	<b>6.0%</b>	173352	178953	184535	190127	195726	201303	206907	212497	218086	223689	230801

**AI-05****Effective April 1, 2023**

<b>A</b>	<b>2.0%</b>	141552	145718	149885	154053	158221	162383	166566	170733	174901	179075	184769
<b>B</b>	<b>4.0%</b>	147215	151547	155881	160216	164550	168879	173229	177563	181898	186238	192160
<b>C</b>	<b>5.0%</b>	154576	159125	163676	168227	172778	177323	181891	186442	190993	195550	201768
<b>D</b>	<b>6.0%</b>	163851	168673	173497	178321	183145	187963	192805	197629	202453	207283	213875

**AI-05****Effective April 1, 2024**

<b>A</b>	<b>2.0%</b>	148630	153004	157380	161756	166132	170503	174895	179271	183646	188029	194009
<b>B</b>	<b>4.0%</b>	154576	159125	163676	168227	172778	177324	181891	186442	190992	195551	201770
<b>C</b>	<b>5.0%</b>	162305	167082	171860	176639	181417	186191	190986	195765	200542	205329	211859
<b>D</b>	<b>6.0%</b>	172044	177107	182172	187238	192303	197363	202446	207511	212575	217649	224571

**AI-05****Effective April 1, 2025**

<b>A</b>	<b>2.0%</b>	154575	159125	163676	168227	172777	177323	181891	186442	190992	195551	201770
<b>B</b>	<b>4.0%</b>	160758	165490	170224	174957	179689	184416	189167	193900	198632	203374	209841
<b>C</b>	<b>5.0%</b>	168796	173765	178736	183705	188674	193637	198626	203595	208564	213543	220334
<b>D</b>	<b>6.0%</b>	178924	184191	189461	194728	199995	205256	210544	215811	221078	226356	233555

**AI-05****Effective April 1, 2026**

<b>A</b>	<b>2.0%</b>	159213	163899	168586	173274	177961	182644	187348	192036	196723	201418	207823
<b>B</b>	<b>4.0%</b>	165582	170455	175330	180205	185080	189950	194842	199718	204592	209475	216136
<b>C</b>	<b>5.0%</b>	173862	178978	184097	189216	194334	199448	204585	209704	214822	219949	226943
<b>D</b>	<b>6.0%</b>	184294	189717	195143	200569	205995	211415	216861	222287	227712	233146	240560

**AI-05****Effective April 1, 2027**

A	2.0%	163990	168817	173644	178473	183301	188123	192969	197798	202625	207461	214059
B	4.0%	170550	175570	180590	185612	190634	195648	200688	205710	210730	215760	222622
C	5.0%	179078	184349	189620	194893	200166	205431	210723	215996	221267	226548	233754
D	6.0%	189823	195410	200998	206587	212176	217757	223367	228956	234544	240141	247780

**AI-06****Effective April 1, 2023**

A	2.0%	143801	147979	152146	156313	160479	164652	168830	173004	177144	181336	187103
B	4.0%	149554	153899	158232	162566	166899	171239	175584	179925	184230	188590	194588
C	5.0%	157032	161594	166144	170695	175244	179801	184364	188922	193442	198020	204318
D	6.0%	166454	171290	176113	180937	185759	190590	195426	200258	205049	209902	216578

**AI-06****Effective April 1, 2024**

A	2.0%	150992	155378	159754	164130	168503	172885	177271	181654	186002	190403	196459
B	4.0%	157032	161594	166145	170696	175244	179801	184362	188921	193443	198020	204318
C	5.0%	164884	169674	174453	179231	184007	188792	193581	198368	203116	207921	214534
D	6.0%	174778	179855	184921	189985	195048	200120	205196	210271	215303	220397	227407

**AI-06****Effective April 1, 2025**

A	2.0%	157033	161594	166144	170695	175244	179801	184362	188921	193442	198019	204318
B	4.0%	163315	168058	172790	177523	182254	186994	191737	196478	201180	205940	212491
C	5.0%	171481	176461	181430	186400	191367	196344	201324	206302	211239	216237	223116
D	6.0%	181770	187049	192316	197584	202850	208125	213404	218681	223914	229212	236503

**AI-06****Effective April 1, 2026**

A	2.0%	161744	166442	171129	175817	180502	185196	189894	194589	199246	203961	210448
B	4.0%	168214	173100	177975	182850	187723	192604	197490	202373	207216	212120	218866
C	5.0%	176625	181755	186874	191993	197110	202235	207365	212492	217577	222726	229810
D	6.0%	187223	192661	198087	203513	208937	214370	219807	225242	230632	236090	243599

**AI-06****Effective April 1, 2027**

A	2.0%	166597	171436	176264	181092	185917	190752	195592	200427	205224	210080	216762
B	4.0%	173261	178294	183315	188336	193354	198383	203416	208445	213433	218484	225433
C	5.0%	181925	187209	192481	197753	203022	208303	213587	218868	224105	229409	236705
D	6.0%	192841	198442	204030	209619	215204	220802	226403	232001	237552	243174	250908

**AI-07****Effective April 1, 2023**

A	2.0%	145755	149929	154102	158260	162431	166607	170782	174948	179100	183289	189120
B	4.0%	151586	155927	160267	164591	168929	173272	177614	181946	186264	190621	196685
C	5.0%	159166	163724	168281	172821	177376	181936	186495	191044	195578	200153	206520
D	6.0%	168716	173548	178378	183191	188019	192853	197685	202507	207313	212163	218912

**AI-07****Effective April 1, 2024**

A	2.0%	153043	157426	161807	166173	170554	174938	179322	183695	188056	192454	198576
B	4.0%	159165	163724	168280	172820	177377	181936	186495	191043	195579	200153	206520
C	5.0%	167124	171911	176694	181461	186246	191033	195820	200596	205358	210161	216846
D	6.0%	177152	182226	187296	192349	197421	202495	207570	212632	217680	222771	229857

**AI-07****Effective April 1, 2025**

<b>A</b>	<b>2.0%</b>	159165	163724	168280	172820	177376	181936	186495	191043	195578	200153	206520
<b>B</b>	<b>4.0%</b>	165532	170273	175012	179733	184472	189214	193955	198685	203402	208160	214781
<b>C</b>	<b>5.0%</b>	173809	178787	183763	188720	193696	198675	203653	208620	213573	218568	225521
<b>D</b>	<b>6.0%</b>	184238	189515	194789	200044	205318	210596	215873	221138	226388	231683	239053

**AI-07****Effective April 1, 2026**

<b>A</b>	<b>2.0%</b>	163941	168636	173329	178005	182698	187395	192091	196775	201446	206158	212716
<b>B</b>	<b>4.0%</b>	170499	175382	180263	185126	190006	194891	199775	204646	209504	214405	221225
<b>C</b>	<b>5.0%</b>	179024	184152	189277	194383	199507	204636	209764	214879	219980	225126	232287
<b>D</b>	<b>6.0%</b>	189766	195202	200634	206046	211478	216915	222350	227772	233179	238634	246225

**AI-07****Effective April 1, 2027**

<b>A</b>	<b>2.0%</b>	168859	173695	178529	183345	188179	193017	197854	202679	207490	212343	219099
<b>B</b>	<b>4.0%</b>	175614	180643	185671	190679	195707	200738	205769	210787	215790	220837	227863
<b>C</b>	<b>5.0%</b>	184395	189676	194955	200213	205493	210775	216058	221327	226580	231879	239257
<b>D</b>	<b>6.0%</b>	195459	201057	206653	212226	217823	223422	229022	234607	240175	245792	253613



**APPENDIX "E"**  
**LIST OF ARBITRATORS**

- Tom Jolliffe
- Paula Knopf
- Alan Ponak
- Jasbir Parmar
- Richard Hornung
- Michael Mitchell
- Elaine Newman
- Graham J. Clarke
- John Stout
- Randall J. Noonan
- Cheryl Yingst Bartel

**APPENDIX "F"**  
**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM (DIP)**  
**APPLICABLE TO CATCA MEMBERS**

**Purpose**

This document outlines the compensation package that we offer to employees who are members of the CATCA bargaining unit who, being surplus to NAV CANADA requirements, lose employment as a consequence.

**The Departure Incentive Program Compensation Package**

Employees who lose employment after being declared surplus will receive a lump-sum cash payment on departure or, if desired spread over the year of termination and the following two calendar years. In addition, certain other benefits will be offered. The lump-sum cash payment includes severance pay that may be payable and will be calculated on the basis of weeks of pay and will be as shown.

<b>Continuous Service Criteria</b>	<b>DIP Compensation</b>
Up to and including one (1) full year of service	8 weeks pay
2 years of service	10 weeks pay
3 years of service	12 weeks pay
4 years of service	14 weeks pay
5 years of service	16 weeks pay
6 years of service	18 weeks pay
7 years of service	20 weeks pay
8 years of service	22 weeks pay
9 years of service	24 weeks pay
10 years of service	26 weeks pay
11 years of service	28 weeks pay
12 years of service	30 weeks pay
13 years of service	32 weeks pay
14 years of service	34 weeks pay
15 years of service	36 weeks pay
16 years of service	38 weeks pay
17 years of service	40 weeks pay
18 years of service	42 weeks pay
19 years of service	44 weeks pay
20 years of service	46 weeks pay
21 years of service	48 weeks pay
22 years of service	50 weeks pay
23 years of service	52 weeks pay
24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay

<b>Continuous Service Criteria</b>	<b>DIP Compensation</b>
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

### **Other Benefits**

Employees who are entitled to an immediate pension benefit, and who choose to receive the monthly pension starting at time of resignation will also be eligible for

- basic life insurance coverage at the regular employee rates
- continued coverage in the NAV CANADA Dental Care Plan for a period of three months after the date of retirement at no cost to the employee.

Employees who are **not** eligible for an immediate pension benefit or who choose to defer receipt of their pension will be eligible for the following:

- the opportunity to convert Basic Life insurance coverage to coverage at “commercial” rates without the need for a medical provided application is made within 30 days of resignation.
- continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates.

Employees will also be eligible for up to \$7,000 for financial planning, tax advice, re-education and other transition assistance.

**APPENDIX "G"**  
**MEMORANDUM OF AGREEMENT BETWEEN NAV CANADA**  
**AND THE CANADIAN AIR TRAFFIC CONTROL ASSOCIATION**  
**CATCA/UNIFOR LOCAL 5454**

The parties agree that it may be advantageous to implement work schedules for employees that vary from Article 16. Accordingly, NAV CANADA agrees to consult with CATCA/Unifor Local 5454 during the closed period of this Collective Agreement in order to consider the practicality of instituting such work schedules.

It is further agreed that any implementation of any such variation in hours shall be subject to a thorough review where factors such as, but not limited to, overtime costs, service delivery, traffic patterns, productivity, coverage, employee availability and fatigue may be considered. It is further agreed that any such variations in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall NAV CANADA's right to schedule any hours of work permitted by the terms of the collective agreement be restricted.

Notwithstanding the provisions of the CATCA Collective Agreement, NAV CANADA and CATCA/Unifor Local 5454 agree that special hours of work arrangements may be implemented at certain work locations of NAV CANADA subject to all of the following considerations:

- (a) normal scheduled hours of work must average thirty four (34) hours per week, scheduled over a mutually agreed to period
- (b) normal scheduled hours of work shall not be less than six (6) hours per shift, and shall not exceed ten and one half (10.5) hours per shift;
- (c) any special arrangement applicable to a unit or specialty is restricted to that unit or specialty and shall apply to all employees of the unit or specialty;
- (d) any special arrangement for control positions shall be subject to the approval of management and the bargaining agent at the national level;
- (e) Any special arrangement for non-control positions shall be subject to the approval of management and the bargaining agent at the regional level.

The special arrangement which has been implemented at a unit or specialty under the provisions of this Memorandum of Agreement may be discontinued with a minimum of sixty (60) days following written notice from either party at the national level, or earlier if mutually agreed. The discontinuation of the special arrangement will be aligned to coincide with the end of a scheduling period at the location, unless otherwise agreed.

The introduction or discontinuation of any special arrangement may require a shift cycle optimization and such optimization shall not be subject to Article 16.02(e)(i) and Article 16.02(e)(vii)

**LETTER OF UNDERSTANDING 1999-10****Re: Continuation of Certain Existing Terms and Conditions of Employment**

This letter will confirm our understanding reached during current negotiations that the following programs will remain in effect with their existing terms and conditions during the term of this collective agreement.

1. Employee Assistance Programs:
  - CISM (Critical Incident Stress Management - Air Traffic Controller Education and Peer Support Program).
  - CDERP (Chemical Dependency Education and Rehabilitation Program)
  - Employee Assistance Program
2. Parking for Shift Workers
3. Self Funded Leave
4. Pay Terms and Conditions
5. End of Month Benefit on Death

## LETTER OF UNDERSTANDING 1999-13

### **Re: Retraining and Reassignment**

This is to confirm an understanding reached during the current negotiations in respect to retraining and reassignment.

During the term of this collective agreement, NAV CANADA agrees to maintain the Transport Canada Retraining and Reassignment policy and guidelines and administrative procedures as amended to reflect NAV CANADA as the Employer.

**LETTER OF UNDERSTANDING 2003-02****Re: Timeliness of the Provision of Sick Leave Certificates**

This LOU is limited to the matter of administrative pay action and is not intended to, in any way, restrict, fetter or alter the rights of either party under Article 24 of the collective agreement.

The parties agree that it is appropriate that Sick Leave Certificates required under Article 24 of the collective agreement are to be provided in a timely fashion. It is intended that controllers who are required to provide a Sick Leave Certificate shall either do so immediately upon their return to work following an illness or injury or without delay in other cases.

Notwithstanding the above requirement, irrevocable administrative pay action shall result from the failure to provide any required Sick Leave Certificate within fifteen (15) days of it being required.

For clarity, nothing in this LOU derogates from the employer's right, in reasonable circumstances, to take administrative action where a certificate is not produced when requested.

**LETTER OF UNDERSTANDING 2003-03****Re: Calculation of "Ten Days Pay"**

The current Air Traffic Control collective agreement is unclear with respect to how ten (10) days pay is calculated when determining a controller's monthly entitlement to Vacations (27.01), Sick Leave (24.01) and Operational Facility Premium (OFP)/ATC Premium (19.01)

Therefore, the parties agree that:

Ten (10) days pay means the controller must receive pay for ten (10) regularly scheduled shifts;

The length of the shift is not material;

For the purposes of this calculation only, overtime shifts are counted as regularly scheduled shifts.



**LETTER OF UNDERSTANDING 2005-01****Re: Ten Hour Rule**

Further to the Union's proposal to introduce opportunities to waive the ten hour rule, the parties have agreed to the following:

- (i) An employee has the responsibility to report to work, rested and prepared to perform their duties.
- (ii) The Employer will closely monitor the use of this waiver, keeping in mind that the principles of fatigue management will be adhered to at all times.
- (iii) Where either party believes that the use of this waiver results in concerns related to fatigue, degraded performance or other identified safety issues, it will give notice to the other in order to discuss in good faith, these concerns with a view to modify and/or amend the waiver provisions as required.

**LETTER OF UNDERSTANDING 2005-02****Re: IFR Controllers in ITU**

Upon the commencement of IFR ATC Training at a specific ITU, the following changes to the terms and conditions of employment of all controllers occupying, at that time or in the future, permanent positions in that ITU will take place:

1. Employees who choose to maintain or incumbents who re-validate their Medical Certificate will be assigned to the position of "IFR Controller". These employees will be entitled to Maintenance of Salary, the Retraining and Reassignment Program, and Operational Pension.
2. Employees without a valid Medical Certificate for whatever reason will be assigned to the position of "IFR Instructor". These employees will not be entitled to Maintenance of Salary, the Retraining and Reassignment Program and Operational Pension.
3. Incumbents who lose their Medical Certificate may choose to be placed on MOS if eligible or if not eligible, will be assigned to the position of "IFR Instructor".
4. In accordance with Clause 30.01(a), NAV CANADA will continue to pay the costs of maintaining the Medical Certificate for those employees who are assigned to the position of "IFR Controller" under this LOU.

NOTE: The same terms and conditions set out above for "IFR Controllers" and "IFR Instructors" shall apply, *mutatis mutandis*, to VFR Controllers and VFR Instructors.

## LETTER OF UNDERSTANDING 2009-01

### **Re: Use of Employer Facilities**

This letter is to confirm our understanding reached during the current round of bargaining regarding the use of employer facilities for union business.

NAV CANADA shall permit CATCA and other unions to jointly use one space in each of the Area Control Centres (ACCs) as a union office where sufficient space currently exists or may in the future become available. NAV CANADA shall cooperate in facilitating access to communication (telephone, fax, internet, etc.) lines. The costs of installing and maintaining communication lines and equipment shall be borne by CATCA and/or other unions, as determined by those participating unions. Where such communication lines make use of NAV CANADA lines, CATCA and other participating unions shall ensure that NAV CANADA protocols are strictly followed to ensure data integrity, security, and privacy. NAV CANADA shall not make capital expenditures to create, furnish or finish the spaces. The cost of such expenditures shall be borne by CATCA and/or other participating unions, as determined by those participating unions.

In locations other than the ACCs, NAV CANADA is committed to the principle of providing useful space (including, but not limited to, the temporary use of employer's office space, training rooms, or lunch rooms) for the purposes of conducting union business on an ad-hoc basis, when such space has been requested. In addition, NAV CANADA agrees that, at a minimum, space for a locked cabinet should be provided to store union files. Concerns regarding the amount of space provided in sites other than the ACCs shall be brought to the site manager by the local union representative and shall be reviewed on a case-by-case basis with the principles of this letter in mind.

NAV CANADA may, on 60 days' written notice, reclaim any of the permanent spaces provided, subject to the commitments contained in this letter. Where such reclamation of the employer's space occurs, NAV CANADA shall reimburse CATCA for all reasonable and depreciated capital expenditures made in finishing the offices. The depreciated value shall be determined based on CRA capital cost allowance rates or NAV CANADA depreciation policy rates or 5 year straight line depreciation.

## LETTER OF UNDERSTANDING 2011-01

### Re: Travel and Relocation Expenses

In addition to the provisions in Article 32.16, air traffic controllers may choose the following option while undergoing training for control positions:

Temporary assistance up to a maximum of 18 months prior to qualification. This maximum assistance period may be extended by mutual agreement. This assistance will only include:

- (i) Reimbursement for rental accommodations up to a monthly maximum of \$1,000 upon submission of receipts.
- (ii) Transportation home once every 3 months of completed training in lieu of a HHT. This trip home will be to the employee's former place of duty to visit dependants living in the principal residence, or an equivalent trip for the spouse to the training location, at a time of the employee's choice during this period, work schedules permitting.
- (iii) Reimbursement of the actual costs (including insurance) of shipping a maximum of 200 kg (440 lb) of personal effects, by the most reasonable and economical means.

The employee will only be permitted to relocate upon qualification and this relocation must occur immediately. This may only be delayed due to children's school term and the employee will have a maximum of 30 days to sell residence.

## LETTER OF UNDERSTANDING 2016-04

### Re: Progressive Training Partial Qualification

This letter applies to employees receiving on-job training for the purpose of achieving full qualification in a unit or specialty. Such employees will receive a “progressive training partial qualification” when they are deemed qualified to work independently (i.e., without supervision by an on-job instructor) in one or more, but not all, positions or sectors in the unit/specialty in question.

This letter shall not apply to employees:

- cross training within the same unit; or
- training for a position at a lower ATC or ATCP level; or
- training for a position as a Gander Oceanic controller

### The parties hereby agree:

1. Once an employee has received a progressive training partial qualification, the employee will be paid at the ATC and ATCP level corresponding to the unit in which they are working, whether or not they are working independently or continuing their training in the specialty or unit.
2. The increment date of a partially qualified ab-initio employee shall be set as the date when they are first assigned to work independently, and it shall not be changed upon full qualification.
3. Effective April 1, 2016, unless otherwise agreed to by the union and the employer, partially qualified employees who have been assigned to work independently shall resume training under OJI supervision no later than twelve (12) months after first working independently, and shall continue such training without further interruption until completion. Employees who received a progressive training partial qualification prior to April 1, 2016, shall not be subject to the resumption of their training within 12 months, however, the employer shall make all reasonable effort to complete their training as soon as practicable.
4. If employees have bid from another unit and are unsuccessful in obtaining full unit qualification, then upon exercising their return rights (Article 32.14), they shall be treated for all compensation purposes (salary, ATCP, and increment date) as if they had never worked independently pursuant to this letter.

## LETTER OF UNDERSTANDING 2017-01

### **Re: Eyeglasses**

The Company agrees to reimburse employees up to two hundred and twenty-five dollars (\$225) once every two (2) years for a second pair of eyeglasses needed to correct vision which is necessary for them to perform their duties as required by their Medical Certificate.

Employees will be required to provide a copy of the prescription by an ophthalmologist or optometrist.

Prescription sunglasses with corrective lenses will be eligible for reimbursement for Tower Controllers only.

## LETTER OF UNDERSTANDING 2019-02

### Re: Article 29 Training- FAM FLIGHT Trial

Effective January 1, 2020, and for the balance of this and the next FAM period (ending December 31, 2023), the parties agree on a trial basis, the following additions to Article 29 and Appendix C, in order to provide controllers with meaningful opportunities for continuous learning and career development.

#### Destinations

Approved Conference or location - A conference or location which is agreed upon annually by NAV CANADA and CATCA prior to January 1 of each year.

All controllers who meet eligibility requirements set out in Article 29, and provided the receiving destination is able to accommodate the visit, set out in Article 29:

- For ACC controllers, any other ACC or ATC 6 tower in Canada (for clarity the same provision applies to Vancouver, Calgary, Toronto, and Montreal towers)
- For other tower controllers, any other ATC unit in Canada
- any NAV Canada facility within the controller's FIR, provided there is a direct unit interaction.
- any Approved Conference or location in accordance with above definition and in accordance with the side letter attached.
- access to NAV Canada aircraft where operationally feasible; flight deck jumpseat subject to the Captain's agreement.
- Additionally, where NAV Canada or a controller identifies other career development opportunities, additional locations may be mutually agreed upon. Failing agreement, the above default list applies.

The agreed Familiarization Flight and Unit Visit Guidelines will apply.

## LETTER OF UNDERSTANDING 2019-04

### Re: End of Career Leave Program Trial

The parties agreed to a trial whereby employees would be permitted, at their sole option, to bank any portion of their worked hours of overtime for use as a period of leave just prior to retirement. The conditions are as follows:

1. Employees must have at least fifteen (15) years of continuous service to be eligible to participate in the program.
2. On March 31 of each year (2024, 2025, 2026, 2027 and 2028) of the trial, eligible employees who have accumulated and not utilized time off in lieu of overtime (TOIL) may deposit any portion of those hours into their End of Career Leave Program ("the EOC Bank"). Such hours may not thereafter be paid out nor utilized as time off except in accordance with this program. EXCEPTION: Employees who become unable for whatever reason to take their EOC Leave in accordance with this LOU (such as failure to give the required advance notice or falling ill prior to the start of the EOC Leave) shall have such banked time paid out.
3. Employees may bank up to a maximum of six (6) calendar months of End of Career Leave.
4. Employees wishing to use their banked time for EOC Leave must give the Company at least twelve (12) months' notice prior to the intended start date of the EOC Leave, as well as an irrevocable notice of retirement to immediately follow the period of EOC Leave. NOTE: Subject to paragraph 3 above, any unused TOIL credits remaining on the date employees provide their twelve months' notice may be deposited in their EOC Bank.
5. For clarity, once the EOC Leave period begins, employees will no longer be scheduled to perform any regular or overtime work. Such period of leave will be considered as time worked for all purposes, including but not restricted to earning of additional leave credits (sick, vacation, etc.) which shall be paid out upon retirement.
6. Once the EOC Leave begins, employees will no longer be eligible to commence Sick Leave, MOS and Long Term Disability.
7. Irrespective of whether the trial is renewed after 2028, time banked under this trial program will continue to be available for EOC Leave.



## LETTER OF UNDERSTANDING 2019-06

### **Re: Voluntary Weekend Worker Trial**

During the current round of collective bargaining CATCA and NAV CANADA agreed to renew the voluntary weekend worker trial negotiated during the previous round of bargaining and established in September of 2009 and extended during collective bargaining in 2011. The trial shall be continued for the life of the current collective agreement. The following terms shall apply:

CATCA and NAV CANADA have agreed to undertake shift cycle trials whereby employee(s) agrees to work a triple 4/3, 5/2 cycle beginning on any day of the week provided scheduled days worked in each week are consecutive and include at least one of a Saturday or Sunday (partial) or both Saturday and Sunday (full). This may afford other employee(s) the opportunity of enjoying additional weekends off.

General Managers of each region will be authorized to enter into trials in any units/specialties that are interested (no limit), subject to local union consent, utilizing the following base criteria:

- Trials shall be for a 1-year period (taking into consideration the start/end of 56-day averaging periods)
- The trials shall be planned in advance, and the employer shall endeavour to place participants on weekend worker schedules before local annual leave selection commences
- Voluntary participation (confirmation of interest and agreement through local manager and CATCA Branch Chair)
- Participants may not opt out during the trial
- Trial must be operationally feasible, and this to be determined by the discretion of management
- No loss, no gain in pay or hours in transition to or from weekend worker schedules
- Selection process for trial cycles shall be in accordance with Clause 16.02(h) of the collective agreement
- No employee's shift cycle will be changed as a result of this trial except by the employee's consent
- Participants in the trial are not eligible to select any newly generated cycles while on the trial.

In addition to the above, specifically concerning “partial” weekend workers:

- Schedules which would be available to more senior employees will not be detrimentally affected due to the implementation of partial weekend worker schedules.
- Improvement of access to weekends for other employees is not a requirement for implementation of the partial weekend worker schedules.

Three months prior to end of trials, national representatives of union and management will meet to review the findings:

- Both parties must agree to extend trial or implement new schedules, otherwise trials are cancelled without prejudice to either party;
- If trials are cancelled, or if the employee opts out of the weekend worker initiative after the trial has concluded, those who changed cycles to participate in the trial will be guaranteed a cycle that contains at least as many weekends off as they enjoyed prior to participating in the trial.

**LETTER OF UNDERSTANDING 2019-07****Re: Staffing of Part-Time UPS Positions – National Trial**

The parties have agreed to the following on a without prejudice and without precedent basis:

1. When staffing future UPS positions, NAV CANADA shall first run competitive processes using the current requirement for a full-time UPS position.
2. In the event no successful candidates are obtained after running the competition for full-time UPS positions, a subsequent competition will be run for a part-time UPS position on a temporary basis for up to three (3) years.
3. When part-time UPS positions are filled, NAV CANADA will run competitive processes each (3) three years for full-time UPS positions. If no full-time UPS candidates are found, a subsequent competition will be run for a part-time UPS position on a temporary basis of up to three years. In the event the part-time UPS position is posted and the only applicants are the current incumbents, the competition will cease and the incumbent(s) will remain in the position for three years.
4. At the end of the term, the above process will be repeated.
5. The area of selection for part-time UPS shall be the applicable ACC where the vacancy arises. Only employees who hold valid medical certificates and are qualified and operationally current are eligible.
6. The successful candidates must work at least four (4) regular scheduled shifts in control positions in each fifty-six (56) day averaging period in order to remain operationally current; and
7. This agreement may be terminated by providing 90 days' notice in writing to the other party.
8. Should this agreement be terminated in accordance with paragraph 7 above, any part-time UPS will be given the option of returning to their previous position or revert to a full-time UPS at the end of the notice period.

**LETTER OF UNDERSTANDING 2019-08****Re: Financial and Pre-Retirement Planning Seminars**

Subject to operational requirements, an employee shall be granted, once in their career with NAV CANADA, up to one (1) day to attend a NAV CANADA Financial and Pre-Retirement Planning Seminar with no loss in regular pay. Meals, mileage and other related travel expenses are the responsibility of the participant. An employee may attend an additional NAV CANADA Financial & Pre-Retirement Planning Seminar of one (1) day once every five (5) years on their own time.

Employees in remote locations may request, once in their career, an individual retirement session of up to two hours, with no loss of regular pay, and will be reimbursed up to two hundred dollars (\$200) for the cost of such a session.

## LETTER OF UNDERSTANDING 2019-09

### **Re: End of Career Sick Leave Trial**

The parties agree to a trial for the life of the collective agreement whereby employees would be permitted, at their sole option, to convert the payment referred to in Article 24.08 (fifty percent (50%) of their unused sick leave credits) to a maximum of six (6) months' end of career leave. Any additional sick leave credits remaining in their bank at retirement would be paid out at 50%.

Employees wishing to take this leave must give the Company at least twelve (12) months' notice prior to the intended start date of the end of career leave, as well as an irrevocable notice of retirement to immediately follow the pre-retirement leave.

Once an employee has commenced end of career sick leave, they will no longer be scheduled to perform any regular or overtime work. Such period of leave will be considered as time worked for all purposes, including but not restricted to earning of additional leave credits (sick, vacation, etc.) which shall be paid out upon retirement.

Once the end of career sick leave begins, employees will no longer be eligible to commence Sick Leave, MOS and Long-Term Disability.

An employee wishing to use this leave who has also opted to use the End of Career (TOIL) Leave must give the Company at least twelve (12) months' notice prior to the commencement of the EOC sick leave. In such cases, the EOC Leave will begin immediately following the end of the EOC sick leave.

The parties agree to review the results of this trial at the end of each year and either party may opt to end the trial following each review.

**LETTER OF UNDERSTANDING 2019-10****Re: Group Savings Plan (GSP) – Direct Deposit of Year End Payments**

The parties agree that, effective leave year end 2020, NAV CANADA will provide employees with the opportunity to deposit a fixed dollar amount of the employee's year end payouts of time off in lieu of overtime (Article 20.02(a)), lieu leave and vacation (27.06(c)(iv)) directly into the Group Savings Plan. The procedure and mechanism will be determined by NAV CANADA and communicated to employees during the closed period of the collective agreement.

## LETTER OF UNDERSTANDING 2023-01

### **Re: Summer TOIL**

The Company will not be required to grant TOIL between July 1 and August 31 for the years 2023 (except those approved as of date of ratification), 2024 and 2025.

## LETTER OF UNDERSTANDING 2023-02

### **Re: Partial Suspension of National Bid Program**

The Company's obligation under Article 32.10 to post anticipated training opportunities for the upcoming calendar year under the National Bid Program will be suspended in 2023 (for 2024), 2025 (for 2026) and 2027 (for 2028).

The Company will be required to follow the obligations in Article 32.10 in 2024 (for 2025) and 2026 (for 2027).



**LETTER OF UNDERSTANDING 2023-03****Re: Minimum Shift Coverage**

Further to the new language introduced in the collective agreement in the 10<sup>th</sup> round of bargaining on minimum shift coverage (16.07), the Company and the Union recognize there were scheduling arrangements in place in particular locations.

NAV CANADA and CATCA agree that the following locations had scheduling agreements that were in place at the time of ratification, and they will be grandfathered:

Prince George  
Yellowknife  
Whitehorse

## LETTER OF UNDERSTANDING 2023-04

### Re: Supplemental Training

**WHEREAS** the Employer has expressed interest in supplementing its ATS Learning resources with respect to ATC generic course training on a temporary basis; and

**WHEREAS** the Parties share the desire to increase staffing levels in the bargaining unit; and

**WHEREAS** Article 5 (Work of the Bargaining Unit) states that functions that at present are performed exclusively by members of the bargaining unit will not be contracted out or assigned to members of other bargaining units; and contains a provision to allow the Parties to agree on an exception to the regular work of the bargaining unit restrictions.

**THEREFORE**, the Parties agree that:

1. NAV CANADA shall be permitted to use a third party to increase its training capacity as it relates to generic training only. For clarity, no provisions of the collective agreement shall be applicable to any individuals employed by a third party for such supplemental work.
2. NAV CANADA will adhere to its obligations under the Official Languages Act as it relates to training.
3. This work will be in addition to the ATS Learning work currently being performed by members of the CATCA bargaining unit and there will be no reduction in the number of CATCA positions in ATS Learning or elsewhere as a result of this supplemental work. Any CATCA positions that are currently involved in generic training will continue to support generic training, unless otherwise agreed to by the Parties.
4. The Parties agree to meet within thirty (30) days after ratification to clarify the exact number of protected positions. The agreed number of such positions shall be a minimum, and not a maximum. Any disagreement in this regard will be subject to the usual dispute procedures. (see Addendum to the Memorandum of Agreement on Supplemental Training signed on August 18, 2023)
5. NAV CANADA agrees to provide CATCA a training update on at least an annual basis.
6. This Agreement shall be effective upon the ratification date (July 6, 2023) of the collective agreement and shall be effective for a period not to exceed five (5) years. At any time, the Parties may enter into discussions to determine if this Agreement should be extended or terminated. Upon expiry or termination, all work referenced in #1 above shall revert to the bargaining unit.

**LETTER OF UNDERSTANDING 2023-05****Re: Maintenance of Salary**

1. Provided a controller has performed active control duties for NAV CANADA (or in the case of a "continued employee" for NAV CANADA and Transport Canada) for a period of five (5) years and is no longer able to perform active control duties due to medical reasons, it is agreed that the individual involved will suffer no loss of their normal pay for a minimum of one (1) year. Subject to paragraph 4 below, this one (1) year period will commence on the date on which the medical endorsement of their air traffic controller licence is revoked or sixty (60) days following the first day that the employee ceases to exercise active control duties as a result of being on sick leave, whichever is earlier.
2. Prior to being placed on maintenance of salary, or while the employee is on maintenance of salary, the employee may be offered temporary alternate duties for which the employee is medically qualified. During any period of full-time temporary accommodation, the employee will not be utilizing their maintenance of salary.
3. If the employee's medical has been impacted and they have been placed on MOS or if they have been placed on MOS by National Agreement and the employee is unable to perform temporary alternate duties because of medical reasons or if no temporary alternate duties are available then they must utilize all earned leave credits, with the exception of two hundred and forty (240) sick leave hours (if available), during the maintenance of salary period referred to above. In the event the employee does not return to work, the two hundred and forty (240) sick leave hours will be forfeited and have no monetary value.
4. An employee will not be placed on maintenance of salary if the employee has sufficient sick leave credits to cover the period of their absence and the employee's medical endorsement is not affected.
5. The total maintenance of salary provided under this letter shall not exceed one (1) year during an employee's total employment with NAV CANADA and its predecessor the Public Service unless, through consultation on individual cases, the parties agree to an extension of salary maintenance.
6. In accordance with arbitrator Kenneth Swan's award dated July 27, 2004, employees must utilise earned vacation or lieu leave credits during the Maintenance of Salary period.
7. Where the end of the vacation year falls during an employee's Maintenance of Salary period, and the employee has unused vacation or lieu leave credits earned in the current year, the employee will not be paid out for such credits but will continue to utilize them during the Maintenance of Salary period. Leave carried over from the previous year will be paid out in accordance with Article 27.06(c)(iv).

8. During the period when an employee is on maintenance of salary and is credited with lieu leave in accordance with Article 28.03(a)(ii), such lieu leave hours will be debited from the employee, while still on maintenance of salary, only on the day of each designated holiday at the rate of 8 hours per holiday.
9. Where it is evident to the parties that an employee requires an extended medical absence, NAV CANADA, in agreement with CATCA National, may place the employee on maintenance of salary immediately. In these situations, the employee will still be required to obtain the appropriate documentation related to their licence. In the event the employee's licence is not affected by their medical condition, or their medical condition is not supported, the employee will be required to repay any maintenance of salary advanced to them.
10. Temporary and term employees are not eligible for MOS.