



2016 CATCA NATIONAL CONVENTION RESOLUTIONS (*Revised March 15, 2016*)

The following resolutions have been submitted to the National Office for debate by the delegates at CATCA 2016. The submissions have been arranged by subject matter in order to facilitate discussion and each is identified by the submitting party.

Where constitutional authorities have offered comments, these are printed in bold under the Resolution to which they refer. Any further Branch resolutions, which may reach the National Office prior to April 6, 2016, will be circulated to Delegates at the Convention.

Your attention is directed to the following paragraph, 11.8 of Section III of the CATCA/Unifor Local 5454 Policy Manual, as they concern the submission of resolution.

11.8 Convention Resolutions

Where possible, Resolutions will be submitted to the National Office at least sixty (60) days prior to the National Convention and will be compiled and circulated to the Branches/ Facilities, thirty (30) days prior to the Convention. Resolutions from the floor of the Convention dealing with the policy of the Union must be presented in writing to the Executive Vice President or alternate within twenty-four (24) hours of the opening of the Convention. These resolutions must have been passed at a Board Meeting or a Branch/Facility Meeting, or a Branch Council Meeting. Any other policy resolutions from the Convention floor will require a one-third vote in favour before being brought before the assembly. (Conv. 1991)

SECTION 1: Introduction

Intro 1

Submitted by: Toronto Tower

Reference: Guiding Principles

C: GUIDING PRINCIPLES

CATCA/CAW LOCAL 5454 will promote the **health, safety and** welfare of the membership.

Rationale:

- To consider all aspects of a member's wellbeing.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Intro 2

Submitted by: Toronto Tower

Reference: Mission Statement

B: MISSION STATEMENT

To promote the status, working conditions, compensation, **health, safety** and security of the membership and to promote aviation safety.

Rationale:

- To consider all aspects of a member's wellbeing.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

SECTION 2: By-Laws

BL 1

Submitted by: Toronto Tower

Reference: Article 4.2

Objects and Principles

4.2 The objects of the Association are as follows:

- a. To promote safety and efficiency in the control of air traffic;
- b. To promote the unsurpassed professionalism and performance of members with a view to improving the status of the Air Traffic Control services;
- c. To promote the health, safety and welfare of the members of the Association.

Rationale:

- To consider all aspects of a member's wellbeing.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

BL 2

Submitted by: CATCA BoD

Reference: Section 2, article 8.0

ADD NEW

BY-LAW AMENDMENT – NON-COMPETE / NON-DISCLOSURE

Whereas CATCA Local 5454 has the lawful and statutory duty to fairly represent the interests of all members of the Local;

Whereas that lawful duty of the Union is met, fulfilled and surpassed principally, though not exclusively by a senior leadership team consisting of a President, Executive Vice President, and five Regional Vice Presidents;

Whereas each of the aforesaid Officers of the Union make up the Board of Directors of the Union;

Whereas each of the aforesaid Officers has access to and obtains, through various means internal to the Union, confidential information pertaining to the collective bargaining, labour

relations and internal political strategies of the union, as well as financial information regarding the expenditures and costs of the Union;

Whereas each of the aforesaid Officers, individually and collectively, have a fiduciary duty to act solely for the benefit of the membership and the Union as a whole, without any hint or prospect for personal gain or advantage arising from his/her representative functions, responsibilities and office;

Whereas the integrity and interests of the Union as a collective bargaining agent and independent institution may be compromised or reasonably appear to be compromised if any member of the Board of Directors receives a personal advantage, benefit, or gain from NAV Canada, without the concurrence of the Union;

IT IS RESOLVED that the By-laws of CATCA/Unifor Local 5454 be amended by adding the following provision to the end of the current article 8.

“All incumbents on the Executive Board of as of July 1, 2016 and all candidates for office on the Executive Board thereafter, shall sign the agreement attached hereto and marked as Appendix A forthwith after July 1, 2016, or before taking office, respectively. A failure to sign the agreement shall disqualify the candidate or incumbent as the case may be, from assuming or holding office.”

IT IS FURTHER RESOLVED that article 8.8 of the bylaws of CATCA/Unifor 5454 be amended by adding the following subparagraph (c):

“must sign the agreement attached hereto and marked as Appendix A, as a condition for running for office.”

Appendix A

Agreement Concerning Confidentiality and Non-Disclosure;

Agreement Regarding No Future Employment with NAV Canada in a Non-Bargaining Unit Position for One Year

Whereas CATCA/Unifor Local 5454 has the lawful and statutory duty to fairly represent the interests of all members of the Local;

Whereas that lawful duty of the Union is met, fulfilled and surpassed principally, though not exclusively by a senior leadership team consisting of a President, Executive Vice President, and five Regional Vice Presidents;

Whereas each of the aforesaid Officers of the Union make up the Board of Directors of the Union;

Whereas each of the aforesaid Officers has access to and obtains, through various means internal to the Union, confidential information pertaining to the collective bargaining, labour relations and internal political strategies of the union, as well as financial information regarding the expenditures and costs of the Union;

Whereas each of the aforesaid Officers, individually and collectively, have a fiduciary duty to act solely for the benefit of the membership and the Union as a whole, without any hint or prospect for personal gain or advantage arising from his/her representative functions, responsibilities and office;

Whereas the integrity and interests of the Union as a collective bargaining agent and independent institution may be compromised or reasonably appear to be compromised if any member of the Board of Directors receives a personal advantage, benefit, or gain from NAV Canada, without the concurrence of the Union;

General Declaration and Undertaking

I declare and agree that I have voluntarily stood for election to the Board of Directors of the Union understanding the obligations spelled out below which I accept and agree to adhere to during and after my tenure as a member of the Board of Directors of the Union and as part of the executive leadership team.

Part A: No future employment, consulting, or work relationship for gain with NAV Canada

During my tenure in office, and for a period of one year after ceasing to hold office as a Director of CATCA/Unifor Local 5454 (hereinafter “the Union”) I agree that I shall not seek, apply for, or accept employment with NAV Canada in a non-bargaining unit position, nor shall I engage in a consulting or other non-bargaining unit work/professional relationship with NAV Canada, (outside of my work, activities and duties as a Union Official) , for personal gain, compensation, or profit.

Part B: Non-Disclosure of Confidential Information

I understand and agree that during my tenure in office as a Director, and for the purpose of fulfilling my duties and role as a Union Representative, I will be provided confidential information, not disclosed to the public or to any person outside of the Board of Directors about the collective bargaining, labour relations, dispute resolution, institutional strategies, and internal deliberations of CATCA Unifor Local 5454 and its leadership team of Directors. I understand and agree that I will also be furnished confidential information about the financial status of the Union, its expenditures, activities, costs and internal deliberations about these matters.

I agree that I shall keep such confidential information in the strictest of confidence and will not use such information for any purpose other than the conduct of my duties and responsibilities as a Director of the Union. I agree that I shall not, in any circumstance, during

my tenure as a Director, or at any time thereafter, disclose such information to any non-bargaining unit employee or Officer or agent of NAV Canada without the Union's consent, unless required by law and or unless such disclosure is in furtherance of my duties as a Union representative fulfilling the purposes of the Union.

I agree that such confidential information is and will remain the exclusive property of the Union. I agree that upon ceasing to hold office I shall return to the President of the Union (in the case of the President to the Executive Vice President) all paper, digital or electronic media or other material containing such confidential information.

I understand and agree that if I violate or breach any of the commitments made in this undertaking I may be subject to liability for damages and or injunctive relief in a legal action that may be brought against me. The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement.

I understand and agree that this agreement shall be governed by the laws of the province of Ontario.

Name (Print) _____

Signature _____

BoD Position _____

For CATCA/Unifor Local 5454

Name (Print) _____

Signature _____

BoD Position _____

Signed this _____ of _____ in the city of _____ .

Rationale:

- The addition speaks to the issue of incumbents signing the non-compete agreement and as well as to the signature of the agreement as a condition of running for and or assuming a position on the Executive Board.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

BL 3

Submitted by: CATCA BoD

Reference: Section 2, article 8.0

ADD in "Election Procedures : General" (before 8.9)

- Nominations for Board of Director candidates shall run for seven (7) days and shall close two (2) weeks prior to Convention.

- The elections for all Board of Director positions shall be completed no later than June 30 of the Convention year.

REMOVE in 8.12

Remove the line "~~Unsuccessful candidates for the President and Executive Vice President positions shall not be bound by the time restrictions detailed in Sub-Article 8.11 should they elect to run for a Regional Vice President position in the same election year.~~"

REMOVE all of 8.21

~~"Voting for the office of Regional Vice Presidents whose terms coincide with those of the President and Executive Vice President shall take place within thirty (30) days after the conclusions of the elections of the President and Executive Vice President"~~

Rationale:

- Both National Executive officers and all 5 RVPs would be elected at the same time, eliminating the current 6-week offset as well as staggered terms. This change would:
1. Improve the strength, cohesion, and consistency of a single national team over a 3-year common mandate.
 2. Be consistent with accepted democratic procedures for national bodies in general (e.g. parliaments).
 3. Reduce the workload of branch executives by running only one balloting process.

4. Maintain and enhance the ability of the members, via their convention delegates, to acquaint themselves with national candidates, while allowing greater flexibility for the scheduling of conventions during (e.g. the month of May) than is currently possible.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

BL 4

Submitted by: CATCA Board of Directors

Reference: NEW – Corporate By-laws

Be it resolved that the corporate By-laws circulated to the membership via the March 7, 2016 B&F by the CATCA BoD for review be accepted as written so that CATCA conforms to changes mandated under Federal law.

Rationale:

- Rationale was circulated independently to the membership via the March 7, 2016 B&F.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

BL 5

Submitted by: CATCA Board of Directors

Reference: NEW – Union By-laws

Be it resolved that the Union By-laws circulated to the membership via the March 7, 2016 B&F by the CATCA BoD for review be accepted as written.

Rationale:

- Rationale was circulated independently to the membership via the March 7, 2016 B&F.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

BL 6

Submitted by: CATCA Board of Directors

Reference: NEW – Policy Book

Be it resolved that the Policy Book circulated to the membership via the March 7, 2016 B&F by the CATCA BoD for review be accepted as written..

Rationale:

- Rationale was circulated independently to the membership via the March 7, 2016 B&F.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

SECTION 3: Administration

Admin 1

Submitted by: CATCA BOD

Reference: Section 3, article 7.0 BoD Election Procedures

New wording for 7.2 National Executive

c. The call for nominations shall be issued by the Returning Officer, through the National Office, three (3) weeks prior to Convention and run for seven (7) days.

- Remove "~~on the 1st Wednesday in April of the final year of the term of office. Nominations as prescribed in these procedures above must be received in the National Office not later than 1200 Eastern Daylight Time fourteen days later.~~"

d. The nomination period shall close two (2) weeks prior to Convention.

f. Elections for both National Executive positions shall be completed no later than June 30 of the Convention year.

- Remove: "~~Voting shall commence on the 1st Wednesday in May of the final year of the term of office and be completed fourteen days later.~~"

New wording for 7.3 Regional Vice President

c. The call for nominations shall be issued by the Returning Officer, through the National Office, three (3) weeks prior to Convention and run for seven (7) days.

- Remove: "~~on the 1st Wednesday in April of the final year of the term of office. Nominations as prescribed in these procedures above must be received in the National Office not later than 1200 Eastern Daylight Time fourteen days later.~~"

d. The nomination period shall close two (2) weeks prior to Convention.

f. Elections for all Regional Vice President positions shall be completed no later than June 30 of the Convention year.

- Remove: "~~Voting shall commence on the 3rd Wednesday in June of the final year of the term and be completed fourteen days later.~~"

Rationale:

- To align the election procedure policies with the proposed Election By-law amendment.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 2*Submitted by:* Toronto Tower*Reference:* Workplace Policies, Article 12.10

The policy of this Union is to support, **and actively work on as needed**, any proposed upgrading of individual positions or groups of positions within the bargaining unit on the basis that advances made in one area may provide justification for a general upgrading of working controllers. **The union will also not hold any member, group or unit back from any upgrade out of fear of reprisals from any member, group or unit.**

This policy shall provide for different classifications of ACC's.

Rationale:

- To enhance the membership's belief that the union should always be working at advancing and improving the classification and potential rewards received from those gains.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 3*Submitted by:* Winnipeg ACC*Reference:* Workplace Policies, Article 12.11

Be it resolved that CATCA more strictly enforces its policy against partial qualification(s) (12.11) where local branches are not experiencing the advertised benefits of this company initiated program.

Furthermore, in locations where there are significant benefits to controllers where using partial qualifications, CATCA will endeavour to secure full ATC-6 status from the time of initial licensing.

Rationale:

Administratively, for all members in a unit/specialty partial qualifications can create an undue hardship. While Branches can work with local management to mitigate these issues (Overtime, leave, scheduling, currency, time in position/breaks between training, break rotation, etc.), we are often experiencing substantially diminishing returns for the membership at large. Furthermore, the official CATCA National Policy (12.1) is against part-time employees and partial qualifications come very close to being such. This also violates CATCA's National Policy (12.9) against having more than one pay grade inside the same ATC unit.

The partially qualified controller works as an ATC5, and is only considered to be on "acting type" status when working on their own license where they then receive ATC6 "back pay". The partially qualified controller is not accruing increments towards their ATC6 salary nor eligibility towards FAM flights. Partial qualifications earning comp time while working as ATC 6 have it paid out at ATC 5. Further to that, there is no tracking for activity while earning Lieu days throughout the year but all Lieu days are paid out at ATC 5 even if they'd worked as ATC 6 on the day it was earned.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 4*Submitted by:* Winnipeg ACC*Reference:* Workplace Policies, Article 12.35

Propose removing from the reference below, "VHF/DF" and replacing with, "other surveillance technologies such as MLAT."

"12.35 Provision of Radar Equipment for VFR Operations

In the interests of flight safety, considering the wide divergence of types of aircraft involved and the mix of IFR and VFR operations, CATCA/Unifor Local 5454 supports the necessity of radar displays being available in all control towers where there is adequate radar coverage. At those control towers where there is inadequate radar coverage, CATCA/Unifor Local 5454 supports the installation of a VHF/DF. (January 1991)"

Rationale:

- VHF/DF is not a supported technology. MLAT, fusion etc. are and the policy manual should keep up with the times. CATCA should support and endeavor to have proper surveillance tools available to ALL Tower controllers.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 5

Submitted by: Winnipeg ACC

Reference: Workplace Policies, Article 12.39

NOTE : Reference is to an old Policy manual – this reference to MANOPS no longer exists in current manual

Editorial Change- Propose removing the reference to "MANOPS" and replace with, "company documentation" from the below reference.

CATCA National Policy: "MISCELLANEOUS"

12.39 Lunch Room Standards/Provision of Lockers

The following standard has been approved as the minimum standard recommended by CATCA/Unifor Local 5454 for lunch room facilities in Canadian ATC units.

The minimum requirement for lunch room facilities, to be supplied by the Employer at ATC Units as described in MANOPS company documentation and at Regional and Air Services Training Schools, will be as follows:"

Rationale:

- MANOPS is being replaced by MATS.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 6*Submitted by:* Toronto Tower*Reference:* Workplace Policies, Article 12.46

12.46 The Union will insist that the company install and maintain an appropriate number of Automated External Defibrillator (AED) devices in all units. With the intention of having at least 1 unit in the operational area and at least 1 more in other area(s) of the facility. Training for this equipment is to be provided by the company to all employees.

Rationale:

- To consider all aspects of a member's wellbeing.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 7*Submitted by:* Toronto Tower*Reference:* Workplace Policies, Article 12.47

12.47 The Union will insist the company to ensure all members receive First Aid training at no cost to the employee.

Rationale:

- To consider all aspects of a member's wellbeing.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 8*Submitted by:* Winnipeg ACC*Reference:* Workplace Policies, NEW ADDITION

The Union's policy is opposed towards operational controllers interacting with or developing any form of synthetic voice or artificial human ATC system – whether for training purposes or operational use. Further, as these forms of technology are at odds with the stated goals of the Union in that their use and/or development could conceivably replace human controllers, the Union will take steps to ensure its members do not contribute to the development of synthetic-like controller replacement technologies.

Rationale:

Technology that supports the Controller in their duties and/or decision-making process should be supported (COPR, CA, MTCD, MSAW etc.). This is in keeping with ICAO principles related to how technology interacts with humans and is not dissimilar to the ACAS/ ATC responsibility distinction.

Technology that makes decisions for the controller to monitor, or that in any shape could be considered a "synthetic" controller (such as voice recognition), should not be developed or supported by CATCA members.

It is our firm belief NAV CANADA is working as fast as is possible on technologies with the intent to convert many Air Traffic Controllers into Air Traffic Managers. This was in fact the stated goal espoused by the CEO during a 2007 cross Canada tour. The new VP Operations, Rob Thurgur seems to echo those commitments in his latest address to operations. With the launch of Aeiron and NAV Canada's heir apparent to provide ADS-B to the world, the influence our operations and decisions will have to our brothers and sisters world-wide should not be understated. We believe voice recognition technology/software and the latest company push for expansion and development of, are not essential to the training process nor in the best interests of controllers.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 9*Submitted by:* Springbank Tower*Reference:* Article 11 Convention Requirements, NEW ADDITION

Management attendance at Convention

CATCA Convention attendance and participation are limited to past and current CATCA members that are not currently employed as Managers with NAV Canada.

Rationale:

- While we are all NAV Canada employees, members should be free to discuss CATCA issues freely and openly without concern of Management in attendance, including at social events.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

Admin 10*Submitted by:* Springbank Tower*Reference:* Article 8 National Executive and Vice Presidents, NEW ADDITION

All candidates running for CATCA Vice President or National Executive positions must sign a declaration that they will not accept a Management position during their elected term or within 1 year of leaving their position. Current Board Members will not be bound by this new policy and it will take effect at such time a new member is elected to a role, whenever that may take place.

Rationale:

Members can, and have developed a lack of trust for past leadership due to the acceptance of Management positions. We elect our leaders to act in good faith for CATCA first and entrust that they stand for election to improve our union, not for personal gain. While every member should have the opportunity to improve their income and career opportunities, Board of Director positions should be held to the highest standard of accountability and respect for the members that elected them to those positions. We believe that our current Board of Directors have those values and should be grandfathered as such in good faith.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED *****

Admin 11*Submitted by:* Edmonton ACC*Reference:* Article 8 National Executive and Vice Presidents, NEW ADDITION

The Union RVP's, President, and VP National specifically agrees that for a period of 12 months after their office is vacated or no longer elected to CATCA National office, the Union official will not engage, directly or indirectly, as a manager for NAV Canada or known entities. Compensation for this clause is a one-time stipend of \$100.00. Penalty of breach, 12 months' previous pay to the union official will be rescinded and must be repaid within 30 days of vacating office or no longer elected to CATCA National office.

The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. National Union officials agree that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to the Union. Union members have the right to equitable relief by injunction and or in addition all other rights and remedies afforded by law.

Rationale:

A Non-Compete Agreement is a contract between two parties, where one party agrees not to compete with the other for a period of time. The Agreement is often entered into at the end of employment or the end of a business relationship, but it can also be a pre-condition to a business relationship. The Agreement lessens the possibility that knowledge gained by an employee or business partner will be used in the future to compete against them. In exchange for not competing, the party is paid a fee (or it's a condition of their engagement). In most cases, the Non-Compete Agreement would prevent someone who signed it from competing directly, or from working for a competitor. This agreement outlines the duration of the agreement, any geographical limitations, and what subjects or markets it covers.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

SECTION 4: Finances

Fin 1

Submitted by: Hamilton Tower

Reference: Branch/Facility Rebates, Article 2.1 Monthly Amount

Branches and Facilities which have less than 40 members receive a fixed amount of \$200.00 and Branches with 40 or more members receive \$5.00 per member. This monthly amount to be paid every three months beginning in January of each year.

Rationale:

- Increase from \$175.00 to \$200.00 as the cost of running a branch has increased over the last 17 years.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

SECTION 5: Communications and Public Relations

CommPR 1

Submitted by: Vancouver Tower

Reference: Public Relations, Article 3.2 CATCA Scholarships

Change "son or daughters" and "sons and daughters" to dependent children.

A Scholarship Award Program, sponsored by CATCA/Unifor Local 5454, provides financial assistance to **dependent children** of Active Members of the Union who are in pursuit of full-time post-secondary education or undertaking NAV Canada ATC training (Fall 2009). The program will be open to **dependent children** of Active Members who are in good standing Eligible students must be enrolled in a full-time post-secondary educational program or the NAV Canada ATC Training program.

Rationale:

- Family dynamics have changed significantly; this change will simply take those changes into account ensuring the intent of the Scholarship program is carried forward for our Members.
- Excerpt from NAV Canada Scholarship Application:
Definition of Dependant
For the purpose of this scholarship application, a dependant is defined as your child or child in the custody of your spouse living with you, including an adopted child, a stepchild, or a child for whom you or your spouse is the legal guardian.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

SECTION 7: Collective Bargaining

CB 1

Submitted by: The CATCA Board of Directors

Reference: Section 7, article 1.0 (NEW)

- Proposed wording: The Contract Committee that was elected for the 2015 round of collective bargaining shall remain in place for the next round of collective bargaining. Any member who is no longer eligible for the seat they held, or who chooses not participate again, shall be re-elected as necessary.

Rationale:

The CATCA BoD feels the committee that was elected by the membership did not fulfill the roles and responsibilities of a typical bargaining team due to the contract extension being negotiated. Since we will return to the bargaining table in one years time, the CATCA BoD feels the same team should return.

The decision for whether this team should return rests with the membership. If this resolution is not passed, the contract committee will be elected for the next round following normal procedure.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

CB 2

Submitted by: Toronto Tower

Reference: Section 7, article 2.1

- Add a #21: Complex Towers (CYUL, CYYZ, CYYC, CYVR)
- (Remove the Towers from the ACC listings)

Rationale:

- To provide a unique voice and representation for the issues faces by complex towers.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED

CB 3

Submitted by: Toronto Tower

Reference: Section 7, article 5.1

5.1 National Pay Scale: It is the policy of this Union that it will bargain only on a national level and for a national pay scale, **as well as to maintain at least one available pay scale and premium level(s) above the highest scale and or level(s) in use at the beginning of bargaining. The union will also develop a pension credit system for high-density unit operational time.**

Rationale:

- To make it a priority to protect members from a “glass ceiling” situation where they are approaching a new level that is not there. As well as to recognize the work performed in high-density units and sectors across the country.

Comments:

Opinion: ☐ PASSED ☐ DEFEATED
