

# POLICY BOOK



FEBRUARY 2016

## **FOREWORD**

### **POLICY BOOK**

- a. This Policy **Book** supersedes any previous Policy **Book** (previously Policy Manual) issued by the Association.
- b. The activities of **CATCA/Unifor Local 5454** are first and foremost governed by its By-law.
- c. Within the provisions of the **Union Bylaw and this policy book**, the governing body of the Association, i.e. the **Executive Board**, applies specific policies as directed by the National Convention or as established by a national referendum, and formulates policy where none exists, covering both the internal workings of the Association and its relationship with the Employer and other organizations.
- d. It is worth noting that the Convention is supreme only when it is in session. A Convention resolution can be reversed by a referendum ballot. By the same token, a referendum decision can be overturned by the Convention delegates. However, it is unlikely that the Convention would act contrary to the will of the membership as expressed in a referendum except on the basis of significantly altered circumstances or the passage of a considerable period of time since the referendum ballot was held.
- e. Such policy decisions are recorded in the minutes of the National Convention or of meetings of the **Executive Board**, from which the material for this Policy **Book** has been extracted.
- f. The compilation and amendment of the Policy **Book** is the responsibility of the National Executive.
- g. The **Policy Book** is available online at [catca.ca](http://catca.ca)

### **FORMAT**

- a. Where policies are attributable to convention resolutions, referendum votes, Special General Meeting votes or Board resolutions, they are indicated as such in brackets following the appropriate paragraph(s).
- b. All policy changes made by the **Executive Board** since the last edition of the Policy **Book** are identified in the Revisions-Updates page(s) and marked appropriately within the manual (June 2002)
- c. The original issue of the Policy **Book** (Manual) was 1975.

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**SECTION I: ADMINISTRATION**

**1. UNION STANDARDS**

**1.1 Seal**

The Seal of the Union shall be in the following form:



and shall be kept in a secure location in the Union's Head Office by the President.

**1.2 Head Office**

The Head Office of the Union is located at:  
304-265 Carling Avenue  
Ottawa ON K1S 2E1

**1.3 The Official Motto of CATCA**

The official motto of CATCA is "The Guiding Hand", rendered in Latin.

The Latin rendering, as recommended by classical language authorities and approved by the National Executive, is "Manus Dirigens".

**1.4 The CATCA Logo**

**CATCA's logo is an officially registered trademark of the Canadian Air Traffic Control Union.**

Any use of the logo is restricted to those who receive permission from CATCA and are prepared to conform to the rules of use as laid out by the Union. Any other use of the logo and the name, either together or independently, is not permitted without written consent.

**1.5 Harassment Policy**

Harassment policy shall conform with the Unifor policy.



## **2. MEMBERSHIP DEFINITION**

Employees do not become members of the Union until a completed and signed membership application card is received by the CATCA National Office. Final proof of membership is the presence of such a card in the files of that office. If any doubt exists about the membership status of any person eligible for membership in regard to attendance at meetings, the right to cast a ballot, etc., it may be resolved by having them complete a membership application, sign it, and hand it to a member of the Branch Executive or the Facility Steward for onward transmission to the National Office.

## **3. MEMBERSHIP BENEFITS**

### **3.1 Entitlement - Services and Benefits**

An employee is not entitled to receive the services and benefits provided by the Union unless there is a signed application card on file in the CATCA National Office.

### **3.2 Information Services**

The National Office distributes the following:

- IFATCA “*The Controller*” magazine – sent electronically to each Regional Vice President for unit distribution
- General Information – sent electronically to each Regional Vice President for unit distribution
- Executive Board's Minutes – posted on [catca.ca](http://catca.ca) (members-only access)
- National Convention Minutes – posted on [catca.ca](http://catca.ca) (members-only access)
- CATCA Group Insurance Plans documentation - posted on [catca.ca](http://catca.ca) and given to each new member via “New Member Welcome Kit”.

### **3.3 Personal Mailing Addresses**

Individual members should keep their Branch/Facility and the National Office informed of their personal mailing addresses in order to ensure receipt of the Union's information services. All information received from individuals or union officials such as email addresses, telephone numbers, and home address information as needed for legitimate union purposes will be kept confidential. (Fall Board meeting, 2009)

### **3.4 The Union Group Insurance**

#### General

Term Life insurance and Accidental Death and Dismemberment (AD&D) insurance are available at attractive group rates to CATCA members. Spouses of insured members may also purchase insurance under this program. Application forms are provided to each new member by the National Office and may also be obtained from Branch Secretaries or Facility Stewards.

#### Application Procedure

- a. Applicants send application forms direct to the Coughlin & Associates Ltd.
- b. When the Application is approved, CATCA is notified and authorizes deduction of the member's monthly premium from their pay cheque. Premiums for Spouse Insurance are also deducted from the member's pay cheque.
  - i. The insured receives a certificate of coverage.
- c. Subsequent applications for increased coverage and cancellations are processed in the same manner.

Loss of Eligibility

Employees who leave the Association through retirement, resignation, release or exclusion from the Bargaining Unit, are no longer eligible for CATCA Group Insurance (unless they qualify for Retired Associate or Associate Membership) and are responsible for arranging through Coughlin & Associates Ltd. to exercise the options provided in the policy.

Insured Associate and Retired Associate Members

Insured Associate and Retired Associate Members must pay Group Insurance premiums and authorized dues to Coughlin & Associates Ltd. one year in advance. (For dues see **SECTION II: 3.2**).

**3.5 Assistance in the Event of Serious Injury, or Death**

Death

The following procedures should be followed:

- a. Branches/Facilities should report deaths of members to the National Office and to Regional Vice Presidents, including name and address of funeral home.
- b. The National Office shall, if the information is received in time, send an appropriate expression of sympathy to the family of the deceased.
- c. The National Office shall, on receipt of notice of the death of an insured member or spouse, notify the insurer and provide the name and address of the Regional Vice President concerned or their appointee. The insurer will forward the necessary claim forms to the Regional Vice President or their appointee who will be responsible for seeing that they are delivered to the appropriate survivor, promptly completed and promptly returned to the insurer.
- d. In the event of death or loss of employment by any member, the Branch/Facility shall ensure that the member or his/her state is fully informed of all benefits to which he may be entitled and shall assist in every way possible in the obtaining of such benefits.
- e. In the event of the death of a member, Union dues deduction ceases immediately upon notification and the member's dues for that month will be reimbursed to the estate.

Serious Injury or Illness

In the case of a serious injury or illness, the Branch/Facility should take the appropriate action and inform the Regional Vice President.

**4. MEMBERSHIP SERVICES/SUPPLIES**

**4.1 Stationery and Forms**

The National Office supplies Branches/Facilities, Regional Vice Presidents, and National Executive with CATCA electronic stationery. Branches/Facilities also receive supplies of electronic membership application cards, and electronic forms for reporting membership and changes in location and grade.

#### **4.2 Licence Holders**

**New Members** - Branch Secretaries/Facility Stewards are requested to notify Regional Vice Presidents of initial check-out dates. The Union provides a licence holder to each member when they are initially issued a licence.

#### **4.3 Membership Cards**

- a. On receipt of a completed application for membership and ensuring the applicant's dues are paid to date, the National Office will issue an official Union membership card to the new member.
- b. Replacement membership cards for those lost, stolen, or destroyed, will be issued by the National Office, after confirming the membership status of the persons requesting them.

#### **4.4 Retirement Award**

A suitable **award** will be issued in the name of a retiring member. The Branch/Facility is responsible for notifying the National Office of the individual's name and retirement date. The **award** will be sent from the National Office to the Regional Vice President/Branch Chairperson/Facility Steward.

### **5. BRANCH**

#### **5.1 Branch Organization**

##### ***A. Member Assignment and Affiliation***

Members of the Bargaining Unit are only assigned to a Branch or Facility of the Union when the Branch or Facility reports their arrival. Until they are so reported, the records of new members of the Bargaining Unit are maintained separately.

When the National Office becomes aware that members have left a Branch or Facility they shall be reported as unclaimed members until their new Branch or Facility reports them.

##### ***B. Reporting Procedures***

###### *Maintenance*

Maintenance of Branch records is the responsibility of the Branch Secretary.

###### *Membership Roster*

One complete updated membership report to the National Office, with a copy to the Regional Vice President, containing all information as determined by National Office, is required as of December 31 each year. (Branch rebates may be delayed until updates are received in the National Office).

###### *Address Changes*

Changes in address throughout the year are to be reported, for members and non-members, as they occur, by e-mail. (Conv. 1999)

Branch Executive/Steward Changes

The National Office and Regional Vice President are to be kept informed of the names, addresses, telephone numbers and e-mail addresses of the Branch Executive. The Branch is to report names and addresses of Stewards and the units for which they are responsible. (Conv. 1999)

Minutes of Meetings

Minutes of Branch Council meetings and Branch meetings shall be forwarded to the Regional Vice President and the National Office.

**6. ELECTION PROCEDURES**

**6.1 Oversight of Elections**

The Returning Officer shall oversee all National and Regional Vice President elections.

- a. The Returning Officer for the Union will be the Executive Vice President for all elections with the exception of that position. For the position of Executive Vice President, the Returning Officer will be a member of the Executive Board appointed by the President.
- b. Elections Officer means an individual in charge of preparing and conducting all local and national elections within the Branch or Facility and who supervises the counting of votes and tabulates the results. The Elections Officer shall be appointed by a Branch or Facility.

**6.2 National Executive**

- a. All prospective Candidates must have support of a Branch nomination through a Branch Resolution to that effect.
- b. Additionally, each candidate must demonstrate the support of Fifty (50) active members through signature of those members to a nomination form. At least 10% of those signatures must be from members of a Branch other than the nominating Branch referred to in (a) above.
- c. The call for nominations shall be issued by the Returning Officer, through the National Office, 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 Returning Officer shall review each nomination received to determine that the nomination is valid and a list of candidates shall be published.
- e. Voting shall commence on the 1<sup>st</sup> Wednesday in May of the final year of the term of office and be completed fourteen days later.

### **6.3 Regional Vice Presidents**

- a. All prospective Candidates shall meet the requirements for office outlined in the bylaws.
- b. The signatures of 20 active members in the region where the election is to be held shall accompany nominations for Regional Vice President.
- c. The call for nominations shall be issued by the Returning Officer, through the National Office, on the 3<sup>rd</sup> Wednesday in May of the final year of the term. Nominations must be received in the National Office not later than 1200 Eastern Daylight Time fourteen days later.
- d. The Returning Officer shall review each nomination received to determine that the nomination is valid and a list of Candidates shall be published.
- e. Voting shall commence on the 3<sup>rd</sup> Wednesday in June of the final year of the term and be completed fourteen days later.

### **6.4 Oversight of Elections**

The Elections Officer shall oversee all elections at the local level.

### **6.5 Branch**

- a. Terms of Office  
Branches may elect Officers for 1, 2, or 3 year terms as decided by the Branch policy.
- b. Nomination Procedures
  - i. Call for Nominations - Shall follow the same requirements as specified in **By-law Article 7.11** Nominations shall be made on the form in [APPENDIX A](#).
  - ii. Accepting a Nomination - The Branch Secretary shall ensure that only completed forms are accepted. Voting shall be conducted in accordance with Branch policy.

### **6.6 Facility**

- a. Terms of Office  
Facilities may elect Officers for 1, 2, or 3 year terms as decided by the Branch policy.
- b. Nomination Procedures
  - i. Call for Nominations - Shall follow the same requirements as specified in **By-law Article 7.11** Nominations shall be made on the form in [APPENDIX A](#).  
  
Regional Vice Presidents shall ensure that requests for nominations are sent to all Facilities in a timely fashion. Nomination forms attached, as [APPENDIX A](#) to this Section will be provided to the Regional Vice President by the National Office.
  - ii. Accepting a Nomination - The person nominating or seconding or accepting a nomination shall indicate such on the nomination form by his/her signature. The Regional Vice President shall verify, at the closing of nominations, the accuracy of the nominations.

**6.7 Voting Procedures**

- a. **Eligibility to Vote** - Only members in good standing are allowed to vote.  
If the same number, or fewer candidates, are nominated than the number of positions to be filled, the Executive Vice President, or a designate of the Executive Board shall declare those candidates to be elected.
- b. **Voters' List**  
At any election conducted for an office on the National Executive or Regional Vice President, the National Office shall prepare a voters' list showing the names of those eligible to vote, and each voter shall be required to sign the list acknowledging receipt of his/her ballot. In the case of Branch elections, preparation of the voters list shall be the responsibility of the Elections Officer.
- c. **Voting Period**  
Elections shall be conducted over a period of fourteen days. No proxy votes are allowed. The Branch or Facility Elections Officer is responsible for the security of ballots and the ballot box during the elections.
- d. **Secret Ballot**  
All election voting shall be by secret ballot.
- e. **Voting Conduct**  
Ballots are to be issued to the voter in a discrete environment, where the privacy of the voter will not be compromised in any way.
- f. **Counting Procedures**  
Ballots are to be counted by the Elections Officer or their delegate, with one observer. With prior notification, candidates may designate an additional scrutineer be present for the counting. Results are then tabulated. They are not to be shared with anyone.

For National Executive elections, the Elections Officer shall report results to the Regional Vice President via email who shall in turn report the results via email to the Returning Officer, within one hour of opening the ballot boxes. The Returning Officer shall report the results to the Elections Committee.

For Regional Vice President elections, the Elections Officer shall report results via email to the Returning Officer, within one hour of opening the ballot boxes. The Returning Officer shall report the results to the Elections Committee.

For Branch and Facility elections, results of the voting are then reported via email to the National Office and the Regional Vice President. Local management should be advised promptly of the changes of Branch office holders and stewards.

g. Ballot Boxes

During the process of any vote where a ballot box is opened or tampered with prior to the time established for the opening of ballot boxes, the ballots contained in that ballot box shall be declared to be spoiled ballots. In such cases where there was a premature opening of a ballot box the members of that unit will be deemed to have forfeited any further opportunity to vote. In the event that the election in question was a local election a new vote shall be conducted.

h. Spoiled Ballot

A ballot shall be deemed to be spoiled when the intent of the voter is not clear.

i. Determination of Successful Candidate

A candidate must receive a majority of the votes cast to be declared elected.

The preferential ballot procedure shall be used when more than two candidates appear on the ballot. Candidates are to be ranked in order of preference, by placing the number 1 (one) beside the first choice, the number two (2) beside the second choice, the number three (3) beside the third choice, etc. In the event no candidate receives an outright majority, the candidate receiving the lowest number of votes shall be eliminated. The ballots for the eliminated candidate are then to be recounted, and the second choice of these voters is then distributed to the appropriate remaining candidates and tabulated.

This process shall be repeated until such time as a candidate has received a majority of the eligible votes cast.

j. Destruction of Ballots

The ballots from the election for any position on the Executive Board or from any referendum vote may be destroyed by the Executive Vice President or alternate as designated by the Executive Board sixty (60) days after the election results are published.

In the event that any **complaint or appeal** is filed on the results of any election or referendum within thirty (30) days after the results are promulgated, the Executive Vice President or alternate shall hold the ballots in safe keeping until the final disposition of the **complaint or appeal**.

## 7. NATIONAL EXECUTIVE AND VICE PRESIDENTS

### **Branch/Facility Assignment**

The National Executive and Regional Vice Presidents shall remain members of the Branches/Facilities to which they belonged at the time of their election.

### **7.1 Terms and Conditions of Employment**

a. **Term** - As per CATCA Union By-law

b. **Hours of Work** - As required by the duties of the Office – No overtime payments.

- c. **Vacation Leave** - Vacation Leave is earned as per the CATCA/Unifor Local 5454/NAV Canada Collective Agreement. There will be no carry over of Vacation Leave.
- d. **Lieu Leave** - As per CATCA/Unifor Local 5454/NAV Canada Collective Agreement (Spring 1999).
- e. **Sick Leave** - An initial credit of 10 (ten) working days, and thereafter accumulation as per CATCA/Unifor Local 5454/NAV Canada Collective Agreement. Adjustments to sick leave may be granted by the Executive Board.

## **7.2 Employment Benefits**

All normal employment benefits shall be reimbursed to NAV Canada.

## **7.3 Sick Leave Credits**

The Union includes provision for full time Union representatives so they will be entitled to receive shift coverage or leave without pay to the maximum of their unused Union sick leave credits equivalent to the number of days they would have had remaining when they left full time CATCA service had they remained in NAV Canada employ. Such shift coverage or leave without pay to be available only if the individual is unable to work due to illness and is still employed by NAV Canada and has used all of his/her NAV Canada sick leave credits.

## **7.4 Sick Leave Payout upon Retirement**

On retirement payment shall be made by the CATCA national office when such official would normally be entitled to any payments as per the CATCA Collective Agreement. A reserve to accrue funds for the sole purpose of payment of sick leave credits to outgoing full time elected union officials is the responsibility of the CATCA national office (Convention 2010).

## **7.5 Removal Expenses**

The President shall at his/her option be relocated to Ottawa.

The Executive Vice President shall relocate to Ottawa.

The Union shall pay the relocation expenses on the same basis as the Current NCJC Directive, with the exception, that where travel is by automobile the payment will be at the high mileage rate rather than the low mileage rate. In the event of an incomplete term removal expenses shall be negotiated with the Executive Board.

## **8. CONDUCT AND DISCIPLINE**

All matters relating to charges of misconduct and disciplinary matters shall be administered according to the terms of Article 18, Section C of the Unifor National Constitution.

## **9. REFERENDUMS**

### **9.1 Referendum Voting**

The voting period for a referendum shall be no less than twenty-eight (28) days from the date of the dispatch of ballots from the National Office. (Conv. 2004)



## **9.2 Referendum Reporting**

For non collective bargaining referenda the Branch Chairperson/Facility Steward shall report by telephone or e-mail the results to their Regional Vice President and submit the voters' lists and ballots to the National Office by registered mail. (Conv. 1999)

## **10. CONVENTION REQUIREMENTS**

### **10.1 Selection of Convention Delegates**

In any Convention year the determination of Branch entitlement to Convention delegates and delegation votes shall be based on the number of active members shown on the National Office records as of January 15. Any membership reports received in the National Office after January 15 will not be considered. (Conv. 1981)

Each Branch shall be entitled to send to the national convention one (1) Delegate for the first thirty (30) members in such Branch and one (1) additional Delegate for each additional thirty (30) members or part thereof. (Conv. 2004)

It is the responsibility of the Branch to establish written policy for the selection of delegates to the National Convention and the distribution of votes amongst such delegates.

The Executive Vice President or an alternate as designated by the Executive Board shall notify each Branch in each year in which a National Convention is to be held of the number of delegates and the number of delegation votes to which they are entitled pursuant to the National Office records. The Branch Secretary shall advise the Executive Vice President/alternate before the first day of the Convention of the name of each delegate and the number of votes each is entitled to cast pursuant to By-law 15.4. (Conv. 1981/Conv. 1999)

### **10.2 Selection of Official Observers**

Each Branch/Facility shall be entitled to at least one (1) official observer. Branches with more than three (3) delegates shall be allowed one (1) additional official observer for each additional three (3) delegates or portion thereof. The Union will fund travel for the selected official observers consistent with **SECTION II: 4.2.** (Conv. 1993)

### **10.3 Substitute Delegates/Proxy Votes**

Where any delegate is unable for serious and compelling reasons to be present for any portion of the National Convention, they or the other Branch delegates, if applicable, or the Regional Vice President may apply to the Executive Vice President/alternate in writing for the authority to appoint a substitute or proxy during the period of their absence. The Executive Vice President/alternate, after giving due consideration to the reasons for the delegate's absence, may authorize such substitute or proxy.

### **10.4 Representational Voting Procedures**

#### **Procedure**

Each delegate shall cast all votes assigned to them as a block, except for secret ballots where each delegate shall be given a number of ballots equal to the number of votes to which they are entitled. In votes on motions before the Convention unless a division is requested by 10 delegates all votes may be conducted by a show of hands with voting cards displayed and the Chairperson need not inquire as to the number of votes being cast by each delegate.

## SECTION I: ADMINISTRATION

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Where a division is requested, or the Chairperson considers the vote unclear, each delegate shall announce the number of votes they are casting for or against the motion. Any 10 delegates may request a division immediately following any vote by show of hands. (Conv. 1981)

With representational voting three kinds of vote are possible at a Convention:

1. Show of hands;
2. Division (roll call in accordance with above para.);
3. Secret ballot (including national executive elections).

1. **Show of Hands** -, outcome of vote decided and announced by the Chairperson. Delegates will raise their voting card to indicate the manner in which their vote is cast when each vote is called by the Chairperson.
2. **Divisional (Roll Call)** - conducted at the request of ten or more delegates, or at the call of the Chairperson if he is in doubt as to outcome based on a show of hands. When a divisional vote is to be taken, the Executive Vice President/alternate will call the name of each delegate who will stand and state whether they are "In Favour", "Against", or "Abstaining" from the question being called. Upon completion of the vote, the Executive Vice President/alternate will tally the result using the divisional vote recording list.

### 3. **Secret Ballot**

#### General

A Balloting Committee (the scrutineers) consisting of three persons holding no affiliation, past or present, to the Union or Air Traffic Control, will be retained by the Union to be available on-site at any time the Convention is in session. The scrutineers shall be responsible for the conduct of all secret ballots at a Convention.

Secret ballots, for other than National Executive elections, will be held when a resolution calling for a secret ballot on a particular vote is passed by the Convention.

Any fees and/or expenses incurred in the course of operation of this Committee shall be the responsibility of the National Office. The Executive Vice President/ alternate, as the Union official responsible for the conduct of voting, shall be responsible for appointing the members of this Committee.

#### Ballots

For all votes, blank ballots will be prepared and available on which the words "In Favour", "Against", and "Abstain" shall be printed. Prior to voting commencing each ballot will also have printed on it a number identical to the identification number assigned to the Convention resolution on which the vote is being conducted.

All ballots shall be printed on paper bearing a perforated margin which will allow them to be bound and subsequently readily detached from their binding via the perforation.

#### Procedure

When a Convention resolution has properly been referred to a secret ballot, all Convention delegates shall report to the location established for voting within the time limits specified for same by the Executive Vice President or alternate.

## SECTION I: ADMINISTRATION

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Each delegate will identify himself to the appropriate balloting Officer at that location and will thereupon be issued with the same number of ballots as votes he has earlier been identified as having assigned to him in accordance with **para. 10.1**.

Prior to handing ballots over to any voter, the scrutineer will bind all ballots assigned to that voter, via the perforated stub of the ballots, between ballot covers provided for that purpose. This assembly shall be known as a ballot book. The number of ballots contained in a ballot book shall be prominently marked on the cover of each ballot book at its time of binding by a member of the Balloting Committee.

It is the responsibility of each voter to ensure that his/her ballot book contains the number of ballots specified on its cover. Each delegate will sign a voters' list acknowledging receipt of his/her ballots and their correctness as to number.

Each delegate must mark all ballots assigned to them in the same manner (i.e. In Favour, Against, Abstain for business matters; or the appropriate candidate's name for elections), but only for the particular vote in progress. If a second or subsequent ballot is called on any question (including National Executive elections) a delegate may, at their option, mark their ballots in a different manner than they did on the preceding ballot, however all ballots assigned to them must be marked in the same manner.

**Important Note:** Where any voter has been assigned more than one vote on any ballot and selects varying choices on the ballots assigned to them for the vote in progress, all votes cast by that voter on the ballot in progress shall be declared spoiled ballots.

Polling booth(s) shall be provided for the privacy of the voters to mark their ballots.

Once each voter has marked their ballot they will proceed to the ballot box and present their ballots, with ballot covers intact, to a member of the Balloting Committee. The member of the Balloting Committee assigned to the ballot box will receive each voter's ballot book, ensure that the ballot covers are intact, and upon being satisfied of same deposit the entire ballot book into the ballot box in the presence of the voter.

Any ballot books presented to the Committee member that are not intact will not be deposited into the ballot box. It will be the responsibility of the voter to return to the balloting desk, return their spoiled ballot book, and receive a new balloting book, as appropriate, in accordance with the preceding rules of this section.

At the time fixed for the close of balloting, or earlier if all voters have cast their ballots, the members of the Balloting Committee will retire to a private room with no other persons present to proceed to count the vote.

### **10.5 Vote Counting**

1. Upon first opening the ballot box the members of the Balloting Committee will examine each ballot book and ensure that:
  - a. each ballot book contains the number of ballots specified on its cover, and
  - b. all ballots in each ballot book are marked in the same manner.

2. Any ballot book containing an inappropriate number of ballots as compared to the number specified on the cover of the book, and any ballot book not having all ballots marked in the same manner, shall be set aside by the Balloting Committee to be indicated in their final tally as spoiled ballots. The count of spoiled ballots shall be one for each ballot that either is, or should have been, in each ballot book that was invalidated.
3. Upon completion of the validation of ballot books described above, the Balloting Committee shall separate, via the perforations, all ballots from valid ballot books only and ensure that there is no further union between the stubs and covers of these ballot books, and the ballots that were heretofore attached.
4. After the separation of the valid ballots from the ballot books, the Balloting Committee shall proceed to tabulate the results of the vote. Upon completion of its tabulation the Balloting Committee shall provide the Executive Vice President/alternate with written certification detailing:
  - a. the number of delegates who voted;
  - b. the number of ballots cast;
  - c. In Favour, Against, Abstaining, in respect of the question under ballot, or;
  - d. the number of spoiled ballots;
  - e. that the voting procedures described herein were adhered to.

(See [APPENDIX B](#) and [APPENDIX C](#))

In company with the above certification, the Balloting Committee shall also provide the Executive Vice President or alternate with the detached ballots cast in that vote and the spoiled ballot books.

#### **10.6 Determination of Results**

It will be the responsibility of the Convention Chairperson, based upon all applicable By-laws and Convention procedures and the results provided to the Executive Vice President or alternate by the Balloting Committee, to determine the outcome of all other Convention business conducted by secret ballot.

#### **10.7 Tie Votes**

In the event that any Convention vote results in a tie, the Chairperson shall ask for a second vote on the issue within twenty-four (24) hours and, if this second vote still results in a tie, the Resolution will be deemed lost. (Conv. 1973)

#### **10.8 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)

**10.9 Circulation of Reports**

Where possible, all reports that will be submitted to a National Convention shall be copied to all delegates at least two (2) weeks before that Convention. (Conv. 1979)

**10.10 Interpretation of By-law 3.3**

**Bylaw 3.3** does not require the provision of simultaneous translation services at any Union meetings.

**10.11 Site of National Convention**

Convention sites will be selected three (3) years in advance. (Conv. 1981/2001)

**10.12 Minimum Requirements to host CATCA Triennial Convention**

**Venue Requirements:**

National Office will thoroughly investigate all proposals and venues prior to Convention on a case by case basis to ensure they meet the following criteria:

- A hotel that can accommodate 156 rooms for 4 days – 3 nights. This must be at the same venue; no combination of hotels will be acceptable that will incur transportation costs. Final venue selection and negotiations will remain at the discretion of the National Office. However, a venue that meets the requirements must be identified in the proposal.
- The hotel must have a ballroom that is a minimum of 8000 sq. ft. and is capable of accommodating our preferred floor plan. The ceilings must be a minimum of 16ft high to accommodate projector screens. If the hotel does not have such facilities, another local convention Facility must be approved by National Office.
- Local translation service is preferred, as to lower the cost of having to bring in translators from another city.
- The venue must also provide complimentary wireless internet within the meeting space.
- Audio visual requirements will also need to be met.

**Volunteer Commitment:**

- At least five volunteers to commit to establishing an organizing committee
- All members must agree to an Activities and Responsibility Agreement
- The committee is responsible for establishing and maintaining accounting records as laid out by National Office.
- The committee must also keep accurate minutes of all meetings, and provide records to National Office.
- The committee will be held ultimately responsible for the execution of all companion program activities and social event engagements.
- The hospitality suite must also be staffed exclusively by volunteers recruited by the organizing committee.
- All promotional items, including the design of the logo, are solely the responsibility of the organizing committee.

Branches that wish to host the convention must supply a detailed proposal to the CATCA National Office no later than 2 months prior to the opening of convention that outlines their ability to meet and commit to the above mentioned conditions. These proposals will be presented to the membership for review prior to voting at convention.

**10.13 Organization**

The National Office will be a party to any arrangements made with Convention hotels and be a signatory to any agreement between the Hotel and the Union.

**10.14 Chairperson**

The Chairperson of the National Convention shall be selected from the membership of the Union and shall be a person who is not a member of the Executive Board or a delegate to the Convention. The selection of the Chairperson shall be made by the Executive Board at the Fall Board Meeting preceding the Convention. (Conv. 1973)

**10.15 Minute of Silence**

The Convention Chairperson shall cause to be read an Honour Roll of deceased members. The names of those deceased shall be submitted in writing by the Branches/Facilities to the National Office. (Conv. 1987)

**10.16 Access to Sessions**

Only active members (except those guests invited by the Executive and not opposed by the Convention delegates) of the Union in good standing shall be allowed to attend any and every session of the Convention. Those other than active members of the Union may attend non-working gatherings such as dinners and events to which they are invited. (Conv. 1993)

**10.17 Minutes**

The minutes of Union conventions shall be published and posted for the membership no later than four months after the close of the convention. (Conv. 1993)

**10.18 Simultaneous Translation**

The Union shall retain the services of a simultaneous translation agency for all future Conventions. (Conv. 1995)

**11. WORKPLACE POLICIES**

Workplace policies remain valid for 2 conventions (6 years), they will then expire and be removed from the Policy Book unless the policy is brought forth at Convention and passed to remain active.

**DUTIES/TRAINING/STAFFING/CLASSIFICATION**

**11.1 Use of Part-time or Seasonal Controllers**

Whereas air traffic controllers are licensed professionals engaged in a highly technical and responsible activity, the Union is opposed to the hiring of air traffic controllers on a part-time or seasonal basis to replace full time ATC or when full time ATC are available. (Fall 1978 and Conv. 2007)

**11.2 Basic Training Standards**

The Union supports ATC trainees becoming employees at the commencement of training.

**11.3 Official Training Institute for ab initio Training**

The Union recognizes only Transport Canada approved training provided by CATCA members for position employed by NAV Canada for ab initio ATC positions at NAV Canada (Conv. 2010).

**11.4 Emergency Training Program**

Whereas Air Traffic Controllers are required to lend all possible assistance to Flight Crews during in-flight emergencies and whereas events such as these are typically uncommon, the Union will endeavour to ensure the Employer provides Air Traffic Controllers a full and complete recurrent emergency training program.

**11.5 Minimum Staffing**

Union policy requires a minimum staff of two (2) operational controllers at all units during operating hours (Conv. 1981). CATCA requires a period of 56 days' prior notice to any decreases in staffing levels at any ATC unit, following a period of meaningful consultation (Conv. 2010).

**11.6 Automated Systems and Technical Support**

CATCA supports the continued provision of Operational Systems Requirements (OSR) Specialist and Data System Coordinator (DSC) expertise from within the ATC group. CATCA promotes the continuing education of the general membership in the current and planned state of automation in the control environment. To that end CATCA will conduct of regular technical briefings at CATCA Regional Training Seminars. (Conv 2013)

**11.7 Operating Grade Level**

The Union maintains the position that operating controllers within the same unit shall receive the same grade level except as defined in the current Collective Agreement, Definitions (1) (b), (c), (d), (e). (Conv. 1989)

**11.8 Union Classification Policy**

The policy of this Union is to support in principle 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.

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

**11.9 Partial Specialty Check-Out**

The Union is opposed to partial specialty check-outs. (Conv. 1991)

**11.10 ATC Duties**

It is the Union's position that all ATC duties be performed by full-time, indeterminate ATC employees. (Conv. 1991)

**11.11 Integrity of ATC Bargaining Unit**

That the Executive Board of the Union take whatever actions it deems necessary to maintain the integrity of the Air Traffic Control Bargaining Unit and ensure that the Union continues to represent Air Traffic Controllers. (Conv. 1997)

**11.12 Dual Qualification Programs**

That the Union oppose any dual qualification program that eliminates any ATC positions. (Conv. 1995)

**11.13 Reassignment of Area of Responsibility**

- a. The Union is opposed to the reassignment of airspace from one Area of Responsibility (AOR) to another, except where there has been full and open consultation with the Union. In the event that NAV Canada transfers airspace from one region to another, the Union's policy is that full and complete training by currently qualified personnel will occur prior to any new controllers assuming responsibility for controlling in that airspace. (Post 1995 Conv.)
- b. That the Union oppose any initiatives of NAV Canada regarding the realignment of airspace, or the closure or transfer of ATC units, until such time that NAV Canada has developed a national airspace and an accompanying human resources plan that has been approved by the Executive Board of CATCA/Unifor Local 5454. Such opposition may include withdrawal from any related studies. (Conv. 1997)

**ATC DATA**

**11.14 Use of Tapes or Transcripts in Disciplinary Proceedings**

It is the policy of this Union that we will not agree to the use of tapes or transcripts in disciplinary or incompetency cases without the consent of the involved controller unless the tapes are released on the authority of at least two-thirds of the members of the Executive Board after the involved member has been given an opportunity to address the Board on the subject. (April 1979)

**11.15 Release of Radar Data**

The Union opposes the release of radar data to any third party, **except where as provided by** Article 15 of the CATCA/Unifor Local 5454/TB Collective Agreement. (Fall 1994)

**EQUIPMENT/FACILITIES**

**11.16 Permanent Units**

The Union's policy is that where NAV Canada is planning to provide an air traffic service other than for fly-ins, summer operations or emergency situations, that a Facility be built according to the current air traffic services criteria for such facilities. The Union opposes the operation of a temporary Facility unless a contract to construct a permanent structure has been signed. (September 1979)

**11.17 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, the Union 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, the Union supports the installation of a VHF/DF. (January 1991)

**11.18 Equipment Fit for Brightly Day-lit Room**

The Union's policy is that any new and existing equipment destined for control towers meet the requirement of being clearly visible in a brightly day-lit room with the appropriate eye protection being worn. (Conv. 1999)



**MISCELLANEOUS**

**11.19 Compulsory Insurance**

The Union shall not enter into any insurance program which has a compulsory condition of membership, unless approved by a National referendum.

(Conv. 1985)

**11.20 Activity Contravening Union Policy**

If ordered by the employer to participate in an activity that contravenes Union policy, the affected member shall, as soon as possible, inform his/her Branch chairperson or Facility Steward of the situation.

If the member fails to inform their representative as specified above, participation shall be considered to be “voluntary assistance to the employer” and shall be dealt with as such. (Conv. 1999)

**SECTION II: FINANCES**

**1. BRANCH/FACILITY FUNDS**

**1.1 Expenditure of Branch/Facility Funds**

The expenditure of Branch/Facility funds in its possession is the sole responsibility of the Branch/Facility. They may be expended for any reason directly related to the operation of the Branch/Facility. Each Branch/Facility shall have an annual accounting of Branch expenses and revenues. This accounting shall be undertaken by at least two (2) volunteers who are not members of the Branch executive. No fees shall be charged for this accounting. This accounting shall ensure that expenses are properly receipted and are related to the operation of the Branch.

Each Branch/Facility should establish a bank account with three authorized signing Officers, any two of whom may authorize cheques. Each Branch/Facility should establish the maximum expenditure which may be made by the Branch Executive/Facility Steward without prior approval by a Branch/Facility meeting.

**1.2 New Branch/Facility**

When a new Branch/Facility is formed, a grant of funds should be made to it from those funds held by the Branch/Facility from which it was formed, in order that there may be operating capital until its first rebate payment is received.

**1.3 Branch/Facility Dues**

On the written authorization of a member, the Executive Vice President may deduct Branch/Facility dues from the member's salary. Such dues will be remitted to the Branch Secretary-Treasurer/Facility Steward quarterly with the Branch/Facility rebates.

**2. BRANCH/FACILITY REBATES**

**2.1 Monthly Amount**

Branches and Facilities which have less than 40 members receive a fixed amount of \$175.00 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. (Conv. 1999)

**2.2 Basis for Dues Rebate**

Dues rebates are based on the membership records held at the National Office. Employees on dues check-off whose affiliation is unknown have their dues records held separately and no dues rebate is issued even though they may be CATCA members. All employees are assigned when the Branch/Facility reports their arrival. The rebates for the President, Executive Vice President and full-time Vice President are made to their Branch/Facility.

**2.3 Authority to Withhold Rebates**

The National Executive has the authority to withhold payment of rebates when it judges that the Branch/Facility is in non-compliance with the By-laws, this **Book**, or any resolution, direction or instruction of the Convention, the Board, the Executive, or the National Office.

The Executive Board, at a subsequent meeting, has the authority to reverse the decision of the National Executive. (Conv. 1981)

### 3. DUES

#### 3.1 Structure

- a. *Members on LWOP* – When active members are on LWOP, their dues for that period shall be reduced to \$0.00. (Spring 2005)
- b. *Members on LTD* – active members on Disability Insurance (DI) who are not participating in the Retraining and Reassignment (R&R) Program shall have their dues reduced to the equivalent of dues paid by Associate Members, as set in the bylaws for the duration of the LTD period.
- c. Associate, Retired Associate, Corporate Members
  - Retired Associate Members \$0.00 per year; (Spring 2004)
  - Associate Members - \$50.00 per year; (Conv. 1993)
  - Corporate Affiliate Members - \$100.00 per year. (Spring 1985)

#### 3.2 Associate, Retired Associate and Corporate Affiliate Due Dates

Associate, Retired Associate and Corporate Affiliate Members' dues are payable on January 1<sup>st</sup> each year, and such membership is automatically cancelled if payment is not received by March 1<sup>st</sup>.

#### 3.3 Dues for President, Executive Vice President, and Regional Vice Presidents

Dues for full time Union Representatives shall be based on NAV Canada Salary

### 4. TRAVEL AND OTHER EXPENSES

#### 4.1 Travel Status

- a. Travel status on Union business including travel outside Canada may only be authorized by the National Executive. When any uncertainty exists about the expenditure of funds, the question should be directed to the National Executive for authorization, in advance when time permits.
- b. All CATCA members on National Union business are governed by the same regulations which apply to members of the Executive Board concerning transportation and per diem expenses and, at the discretion of the Executive Board, depending on the nature of the task necessitating travel, are governed by the regulations which apply to members of the Executive Board concerning accommodation expenses. (Conv. 1975)

#### 4.2 Transportation

- a. Where air transportation is available, travel will be via scheduled air carrier at the most economic air fare available. Should alternate means be used the cost must not exceed the lowest available airfare. The President may utilize business class transportation. (Conv. 1993)
- b. For IFATCA related meetings and other International Meetings, transportation will be at the lowest available airfare for CATCA/Unifor Local 5454/IFATCA representatives. (Fall 1998)

- c. All paid air travel for the Union will only be reimbursed if arrangements are made through the CATCA National Office, except as approved by the National Executive.
- d. No member travelling on Union business is required to start travel after a full business day if, using commercial air transportation, they cannot reach their home airport by 2359 local time in the city from which their travel originates.
- e. Where air transportation is not available, travel may be by rail, inter-city bus, or automobile. Where the claimant's personal automobile is used, payment will be made at the NCJC employer-requested rate (equivalent to the current rate for Ontario).

#### **4.3 Per Diem**

Per diem allowance will be paid for each day or portion of each day spent in travel status.

##### **Amount**

- i. \$90.00 if overnight accommodation is used, OR
- ii. \$65.00 when required to work for the day in a location other than the normal work place. When less than the full day is spent the amount of the per diem may be pro-rated (breakfast \$15.00, Lunch \$20.00, Dinner \$30.00).

(if travel is outside of Canada, the per diem shall be in U.S. funds)

The per diem is to cover all expenses other than the following:

- a. Hotel Accommodation, including taxes;
- b. Primary Transportation - e.g., air fare, rail fare, inter-city bus fare, Most economical ground transport to and from Primary Transportation depot;
- c. Car mileage;
- d. Parking;
- e. Telephone calls for Union business;
- f. Laundry and Dry Cleaning - Charges incurred, while in travel status, for laundry and dry cleaning, substantiated by receipts, may be claimed after the member has been in continuous travel status for seven days or more. When the entitlement has been established this amount will be payable from the first day in travel status. (Spring 1985).

In some unusual circumstances, actual expenses may exceed the per diem, in which case the actual expenses must be itemized and the Executive Vice President will decide whether or not the amount over the per diem will be paid.

In some countries the per diem rates may be inadequate. In these circumstances a rate shall be negotiated with the Executive Vice President prior to travel.

#### **4.4 Accommodation**

Claimants will be reimbursed for actual expenses for commercial accommodation. Board members are entitled to single accommodation, if they wish. All other accommodation will be on a shared basis unless authorized otherwise in advance, or the claimant is travelling alone, or is odd person out. Since most Union members are NAV Canada employees, a NAV Canada rate should be requested when registering and identification provided, if requested.

In the event that private accommodations are used an allowance of \$50.00 per night shall be authorized if requested.

Union Accommodations shall be approved by the National Office.

Board members may elect to use hotel accommodation when a Board Meeting is held in their home city.

Representatives with a legitimate need are entitled to single accommodation, if they wish.

#### **4.5 Expense Claims**

All expense claims must be filed with the national office not later than July 31<sup>st</sup> of the previous fiscal year in which the expense was incurred. No exception will be considered.

Board members shall submit a monthly expense claim for items not covered by Regional Budgets. National Committee members shall submit an expense statement following each meeting or group of meetings. Other members shall submit a claim immediately following or during their trip to the Board member who authorized it, in whatever form the Board member directs. Such claims shall be paid by the Board member authorizing them. Receipts are required with expense claims for all items other than per diem, overnight accommodation with friends and relatives, mileage claims or equivalent airfare claims. Copies of the Union's Expense Form may be obtained from the National Office.

#### **4.6 Travel Outside Canada**

- a. Any member required to travel outside Canada on Union business where a passport and/or visa is required will be reimbursed the passport and/or visa fee(s), and the costs incurred in obtaining passport and/or visa photographs.
- b. Where the travel requires inoculations, vaccinations, X-rays and certificates of health, these will be obtained at no cost to the member. The services of the Department of National Health and Welfare will be used for such services where possible.
- c. Where the travel incurs departure taxes, the member will be reimbursed for such costs incurred.
- d. Claims for costs incurred under paragraphs (a), (b), and (c) above will be paid only when substantiated by receipts. (Spring 1986)

#### **4.7 Shift Coverage or Leave Without Pay**

Union Leave without pay may be authorized **in writing** by a member of the Board. If reimbursement from the Union is required, claims for reimbursement shall be made on the official

CATCA expense claim. Leave without pay that is reimbursed to the company by the Union, thereby leaving the members pay unaffected, must be approved by the national executive.

**4.8 Calculation of Leave Without Pay**

Submission of expense claims should not be delayed pending receipt of salary cheques for calculation of Leave without Pay. The members hourly rate multiplied by the number of scheduled hours of LWOP shall be claimed. The actual pay stub showing the deduction shall be submitted when pay action is taken.

**4.9 Advances**

Advances to enable travel on approved Union Business may be requested. Such request shall normally be approved by the National Executive.

**4.10 Telephone**

Only members of the Executive Board, during their term of office, may install a separate phone line for Union business (Fall 1996).

**4.11 Internet**

Each Board Member shall be reimbursed their monthly Internet service account fee plus applicable taxes. Costs to be allocated to their Regional telephone budget.

**4.12 Use of Unionized Suppliers**

Preference will be given to unionized suppliers. (Conv. 1999)

**4.13 Other Expenses**

The National Executive must approve other expenses in advance, in writing.

**5. NATIONAL FINANCIAL RESPONSIBILITY**

**5.1 Financial Statements**

The financial statement and auditor's report for the preceding fiscal year shall be published by the Executive Vice President in the September Newsletter and failing that, in the Agenda for the Fall Board Meeting. The financial statement for the three completed fiscal years previous to the Convention shall be presented to each Convention.

The Executive Vice President shall present to convention a "budget versus actual" breakdown of expenses and revenues for all fiscal years since the previous convention. (Conv. 2001)

The Executive Vice President shall also present to convention, a year to date account of "budgeted versus actual" expenditures and revenues, covering the period from the end of the previous fiscal year to the last completed month end report prior to convention. (Conv. 2001)

**5.2 Statement of Revenue and Expenses**

The Executive Vice President shall prepare a statement of Revenue and Expenses for each regular or special Board meeting showing funds expended in the current fiscal year up to the latest date for which figures are available.

### **5.3 Regional Vice President Budgets**

Preliminary budgets for the Regional Vice Presidents shall be submitted to the Executive Vice President by March 31 every year. Adoption of these budgets to take place at the Spring Executive Board's Meeting each year.

Each Regional Vice President shall submit **monthly** accountings of their regional expenses. These expenses shall be scrutinised by the Executive Vice President for compliance with accepted practices for reporting and conformance with policy. These accounts will be included in the annual audit process.

### **5.4 National Budgets**

The Executive Vice President prepares a preliminary budget for the National Executive. After review by the Board of Trustees the budget is passed to the National Executive for approval. Any differences of opinion on the proposed budget should be resolved between the Executive and the Board of trustees before the budget is presented to the Spring Board Meeting for approval.

Three (3) weeks before the Spring Board Meeting, the Executive shall cause the preliminary budget, with Board of Trustees comments, including any differences of opinions with the Executive, to be forwarded to the Executive Board, and all Branches and Facilities. (Conv. 1999)

### **5.5 Legal Expenses Incurred by Regional Vice Presidents**

Approval for the use of outside legal counsel, for any purpose, requires the authorization, in writing, from the Executive Vice President and at least one other Board member. (Jan. 2002)

### **5.6 Participation in External Events – Criteria and Reports**

The following criteria should be used to determine attendance:

- a. Determine current relationship with the organization;
- b. Review meeting content as it relates to CATCA/Unifor Local 5454's initiatives;
- c. Is it an invitation to address the body;
- d. Determine availability of transportation;
- e. Determine availability of time-off;
- f. Selection of representative;
- g. Remaining within budget. (Fall 1994)

A report of activities may be requested by the Executive Board.

## 6. RESERVES

### 6.1 Investment of Union Reserves

The CATCA/Unifor Local 5454 National Executive, through the authority of the Executive Board, shall exercise all prudent due diligence and fiduciary responsibility that would be expected of a reasonable person in the oversight of the management of CATCA financial resources.

Union holdings shall be kept on deposit in Chartered Banks, Trust Companies, a Registered Broker Firm or a combination thereof as actual cash or securities.

These securities could include CSBs, GICs, Government TBills, Money Market Mutual Funds, corporate and government bonds rated BBB or higher at time of purchase, preferred share funds, direct or indirect investment in Real Property, ETFs or market linked GICs.

It is desirable to maintain a certain amount of liquidity in union funds to deal with unforeseen events, therefore, funds contained in the contingency reserve will be held in investment vehicles that can be easily converted to cash or cash equivalents. All other reserves shall be managed giving due regard to the nature and purpose of the reserve.

No more than 10% of the combined value of all existing reserves may be held in one investment without the approval of the CATCA Executive Board.

The CATCA Executive shall present a comprehensive investment overview to the Executive Board at every meeting of the Board or at any time when requested to do so by the Board. (Fall 2012)

### 6.2 Terms of Reference

The following are the terms of reference for approved Union reserves:

#### a. Contingency Reserve

##### Expenditures

Expenditures may be made from the Contingency Reserve only on approval of 75 percent of the Executive Board. (Conv. 1997)

##### Operating Income Surplus

The excess of income over expenditure for any fiscal year, with the exception of amounts credited shall be put into the next operating budget. (Conv. 1997)

The Union set a goal of maintaining a Contingency Reserve of \$600,000. In support of this goal;

- a. If in any year, following the receipt of the annual audited statements, a dues holiday is granted, any further excess of revenues over expenditures and appropriations/transfers to appropriated net assets shall be placed in the contingency reserve to a maximum of the amount required bringing it to a value of \$600,000. Any further excess shall be put into the next operating budget.
- b. If in any year, following the receipt of the annual audited statements, a dues holiday is not granted, any excess of revenues over expenditures and appropriations/transfers to



appropriated net assets shall be placed in the contingency reserve to a maximum of the amount required bringing it to a value of \$600,000. Any further excess shall be put into the next operating budget.

**b. Convention Reserve**

The Convention Reserve was established to amortize the future convention costs over the three-year period preceding the Convention based on the Board's estimate of the expenses to be incurred.

**c. Insurance Reserve**

The following represent the guidelines for the use of the Canadian Air Traffic Control Union Insurance Reserve:

- Reserve to be allowed to accumulate based on the recommendation of the Third Party Administrator (2 to 5 years of plan experience);
- Reserve to be administered by Coughlin and Associates "in trust", who will report quarterly on financial status and make recommendations on improvements to its administration and/or use;
- Until the Third Party Administrator recommends otherwise, expenses to be limited to the interest paid on the trust fund;
- Expenses to be approved by the Board for the administration of the Insurance Program (e.g.: equipment acquisition, software maintenance and upgrade, labour, etc.);
- Trustees to report to the Board on the Insurance Reserve on a yearly basis through the Audited Statements. (Fall 1996)

**d. Venture Fund Reserve**

The following represent the guidelines for the use of the Canadian Air Traffic Control Union Venture Fund Reserve:

- Reserve to be dedicated to Education, Training, Advancement of Technology Projects, and related Social Issues;
- Expenses to be approved by the Board according to the purpose of the Reserve; therefore, expenses related to education, training, advancement of technology projects, and related social issues, as well as the administration of the Reserve itself;
- National Executive to report to the Board on the Venture Fund Reserve on a yearly basis. (Fall 1996)

**e. Payout of Director Sick Leave Fund**

The following represent the guidelines for the use of the Canadian Air Traffic Control Union Payout of Director Sick:

- **Fund** to be for the sole purpose of payment of sick leave credits to outgoing full time elected union officials when such officials would normally be entitled to any payments as per the CATCA Collective Agreement.

**7. NATIONAL EXECUTIVE AND VICE PRESIDENT SALARIES**

**7.1 President's Salary**

Top ATC salary including ATC premium and supervisory bonus where applicable plus 26%. To calculate the top ATC salary, take one of the following salaries: Either an operational controller including ATC premium and supervisory bonus or non-op salary including supervisory bonuses whichever is higher effective July 1, 2004. (Conv. 2004)

**7.2 Executive Vice President and Regional Vice Presidents Salaries**

Top ATC salary including ATC premium and supervisory bonus where applicable plus 13%. To calculate the top ATC salary, take one of the following salaries: Either an operational controller including ATC premium and supervisory bonus or non-op salary including supervisory bonuses whichever is higher effective July 1, 2004. (Conv. 2004)

**7.3 Bilingual Bonus for Directors**

The bilingual bonus shall be paid to all members of the Executive Board who are functionally bilingual. (Conv. 2001)

**SECTION III: COMMUNICATIONS AND PUBLIC RELATIONS**

**1. INTERNAL COMMUNICATIONS**

**1.1 Channels of Communication**

This section provides a ready reference for elected officials of the Union and members on the channels of communication established to ensure the orderly conduct of the Union's affairs. It is not intended, nor should it be taken as an attempt, to restrict officials or members of the Union from bringing their concerns to the notice of any level of the Union. However, where the channels defined below are not followed, it will be the responsibility of the official addressed to copy their reply to the levels that may have been by-passed or to refer the matter to the appropriate level for reply, at their discretion.

**1.2 Confidentiality**

With respect to the confidentiality of information, it will be appreciated that the National Office may receive correspondence or information from other unions or agencies, and from other sources, which is given on the understanding that it be restricted on a "need-to-know" basis or which may give rise to policy considerations which must initially be discussed at the Executive Board level. It is in our interest to honour such undertakings while ensuring that each level within the Union receives the information it needs to do its job. Similarly, it is incumbent on the governing body of the Union to obtain and assess all the relevant facts before making or recommending changes in policy.

**1.3 Language of Internal Communications**

The Union will:

- a. Accept correspondence and grievances in both Official Languages; (Spring 1974)
- b. Publish articles and letters in Union publications in the Official Language in which they are submitted; (Spring 1974)
- c. Provide contract proposals submitted to the Employer in both Official Languages on request;
- d. Publish the CATCA Policy **Book** in both Official Languages; (Spring 1974)
- e. Sign both English and French versions of Collective Agreements; (Conv. 1977)
- f. Provide all general direct mailings from the National Office to members in either Official Language in accordance with the individual's preference as filed with the National Office. Individuals who have registered no preference will be served in the English language; (Fall 1979)
- g. Produce membership cards in a bilingual format; (Spring 1979)
- h. Sub paras. (a) to (g) above specifically circumscribe the services in the French language to which the Union is committed. Correspondence received in the National Office from the membership will be replied to in the Official Language of the originator's correspondence. Bilingual members are urged to correspond with the National Office in the English language in the interests of speed and economy. In respect of general information

circulated to Branches and Facilities, only material originated by the Union is translated; (Spring 1979) and

- i. Provide bilingual Branches and Facilities mailing to those Branches/Facilities outside of Quebec who have passed a resolution at a Branch/Facility meeting requesting such a bilingual service. (Fall 1979)

#### **1.4 Individual Members**

On Union matters of general interest, members should, in the first instance, address correspondence to the appropriate member of their Branch Executive or to their Facility Steward, as the case may be. If they are dissatisfied with the response, they may then refer the matter to their Regional Vice President with a copy to the Branch Executive/Facility Steward. Finally, they may address their problem to the National Office with copies to the Branch Executive/Facility Steward and Regional Vice President.

#### **1.5 Branch/Facility Correspondence**

On routine matters of Union administration, the appropriate member of the Branch Executive and the Facility Steward may correspond direct with the Executive Vice President or the National Office. Copies should be sent to the Regional Vice President if he is likely to be involved.

#### **1.6 National Executive Correspondence and Reports**

Correspondence originated at the National Office will be copied to the Executive or the Executive Board at the discretion of the President.

Correspondence with Branches/Facilities or members will be copied to the Regional Vice President concerned unless the information is deemed to be of a personal and privileged nature. (Conv. 1985)

Minutes of the National Convention, Executive Board's Meetings, and National Consultation Meetings will be copied to all Branches and Facilities.

Reports from the Executive and Regional Vice Presidents to the Executive Board will be copied to all Branches and Facilities.

Only the Executive Board may correspond with the Unifor staff rep.

#### **1.7 National Committees**

Reports and correspondence will be addressed to the responsible member of the National Executive and copied to the National Office.

Correspondence with NAV Canada or other Agencies will be copied to the responsible member of the National Executive and the National Office.

#### **1.8 Opening of Mail Addressed to Regional Vice Presidents and Executives**

Mail addressed to the Executive or Regional Vice Presidents at the National Office, except that marked "Personal", will be opened and actioned or referred to the Officer concerned.

### **1.9 Distribution**

It should be recognized that information or correspondence is intended for the level to which it is addressed. However, addressees should feel free to recommend a wider distribution if they feel it would be in the best interests of the Union.

### **1.10 Copies**

Originators of correspondence should in all cases indicate to whom copies have been sent.

### **1.11 Union Representatives on NCJC or Other Committees**

All correspondence and reports will be addressed through the National Office.

### **1.12 CATCA Social Media Policy**

The Union hosts social media platforms and online communities, such as Facebook, Twitter, podcasts, and blogs. Staff and members are encouraged to contribute to these social media platforms and online communities. This policy applies to all staff and members contributing content to official CATCA pages (as opposed to personal pages), and this content is intended to add expertise, specialized information, and at all times be congruent with the Union mission, vision and core values. This does not apply to CATCA Staff or members in their personal use of social media platforms where the staff or member makes no reference to CATCA/Unifor Local 5454.

Social Media allows staff and members to upload media content such as photographs, video, and comments. When posting content, it is important to remember the reason for doing so, the aim of the Union is to:

- Promote CATCA's mission
- Reach a wider, more diverse audience
- Educate and inform
- Endorse ATC professionalism and the global ATC community
- Promote events
- Learn about our community and its needs

When using social networking sites administered by CATCA staff and members should:

- Promote the values and goals of the Union
- Educate and inform
- Contribute in a meaningful way
- Respect all staff and members
- Respect confidentiality of all staff and members
- Agree that the content posted will remain the property of CATCA/ Unifor Local 5454

All defamatory postings will be removed by the Union at its discretion. Defamatory postings include but are not limited to: racist, sexist, threatening, insulting, unlawful and threatening to another's privacy. Persons identified as posting inappropriate material will be permanently banned from contributing or interacting with our social media platforms or online communities.

## 2. PUBLIC STATEMENTS

### 2.1 Public Statements - Authority

- a. Under normal circumstances, it should not be necessary for any Union official, except the National Executive, to make any official statement or press release without first consulting with and receiving authority from the National Executive.
  
- b. Union Spokesperson  
The President will act as spokesperson for the Union; Regional Vice Presidents may issue statements on national issues authorized by the Executive. Other members are not authorized to make statements in the name of the Union.

Members should be warned that statements which may be construed as criticism of the NAV Canada or Government, its policies, or practices may result in severe disciplinary measures by NAV Canada or the Department of Transport

The Union shall make no public comment on the acceptability of a proposed settlement until the results of the ratification vote are made known. (Conv. 1999)

### 2.2 Public Statements - Guidelines

The following guidelines are meant to be used primarily during contract negotiations when time or circumstances may not permit consulting the Executive, but will also apply whenever such consultation, for whatever reason, is impossible.

- a. **Guidelines for National Executive** - The National Executive will:
  - Issue press releases;
  - Make official union statements on matters of national scope;
  - Be available for interviews by the national media;
  - Participate in nation-wide phone-in and talk shows;
  - Handle Ottawa-area media relations, as required, after consultation with the headquarters regional vice president and the Branches/facilities concerned;
  - Forward to regional vice presidents and Branches/facilities, if required, information on facts and policies of the union for regional and/or local publicizing;
  - After consultation, grant authority to regional vice presidents to act as spokesmen for the union on certain specific matters.
  
- b. **Guidelines for Regional Vice Presidents - The Regional Vice Presidents will:**
  - Make statements on regional issues to regional media;
  - Participate in regional phone-in and talk shows;
  - Grant interviews to regional media;
  - Relay to regional media information received from the national executive;
  
- c. **Guidelines for Branches/Facilities** - *Branch Executives/Facility Stewards will* always consult with their respective Regional Vice President first, and then:
  - Grant interviews to local media, dealing strictly with facts; and
  - Relay information to the local media as required by their respective regional vice president.

Always — but particularly during periods of stress — remember that only the Union President and Vice Presidents are the official spokesmen for CATCA. As employees of NAV Canada / **SERCO** / federal public servants, you are open to disciplinary action by the Employer if you make any statement that is critical of NAV Canada / Government policies, practices, or actions.

When being interviewed or as a guest on a radio or TV show, remember to stick to facts and maintain a business-like approach. Hosts of talk and phone-in shows are paid to make their shows interesting and will often attempt to induce their guests to make controversial statements.

Be aware of this fact. Don't let your temper flare up. Make no rash statements or threats. Don't answer insulting or irrational calls or questions in the same manner; remain calm, factual and, if possible, polite.

### 3. PUBLIC RELATIONS

#### 3.1 **CATCA Awards**

In order to recognize members who exemplify professionalism and dedication to Air Traffic Control, the Union has **three** awards: (Spring 2004)

- a. **CATCA Award of Honour** - Awarded to air traffic controllers who have displayed exemplary professionalism in recognition of meritorious action taken during a time of duress which enabled the preservation of safety of passengers, aircrew, and aircraft.
- b. **CATCA Award of Merit** - Awarded for personal contribution to individuals who have displayed an unselfish dedication to the Union, its goals, and their fellow members. (Spring 2004)
- c. **CATCA Volunteer Service Award** – Awarded to acknowledge the great contributions CATCA members make to the Association. The award winners have given countless personal hours to better the working conditions of their fellow **members**.

#### **Procedures for Awards**

1. Any eligible person may be nominated for either award by any member of the Union. The person making a nomination should provide complete details outlining the circumstances of the event(s) giving rise to the nomination, and a resume of the nominee.
2. Nominations for awards shall be forwarded to the Union's National Office in time for consideration by the **Executive Board** at its Fall meeting each year. The deadline for nominations will be October 1.
3. The **Executive Board** shall select from among the nominations the individuals it considers appropriate as the recipients of the awards.
4. There shall be a maximum of one individual selected for the CATCA Award of Merit annually, except in those circumstances where the **Executive Board** is of the opinion that no appropriate recipient is among the nominees.
5. There shall be a maximum of one event selected for the CATCA Award of Honour annually, except in those circumstances where the **Executive Board** is of the opinion that no appropriate

event took place to warrant this award. There could be more than one controller associated with the single event selected for the Award of Honour.

6. All awards shall be presented at the National Convention. (Conv. 1989).
7. All awards shall take the form of an appropriately engraved plaque.
8. A roll of honour will be maintained in the National Office listing all recipients of the awards.

### **3.2 CATCA Scholarships**

A Scholarship Award Program, sponsored by CATCA/Unifor Local 5454, provides financial assistance to children of active or former members who are in pursuit of full-time post-secondary education or undertaking NAV Canada ATC training (Fall 2009).

Two (2) scholarships will be awarded annually to the winning students or trainees, who will be selected by an independent committee composed of recognized academic and professional representatives. The award will be renewable annually to a maximum of four (4) years upon proof of enrolment for academic winners and will be awarded once for ATC trainees (Fall 2006/Fall 2009)

The program will be open to sons and daughters of active members who are in good standing or former members; former members must have served a minimum of 20 contiguous years within the Union and must have left the Union from a position in which they could earn a pension, including those who took commuted value. (Conv 2013)

Eligible students must be enrolled in a full-time post-secondary educational program or the NAV Canada ATC Training program. Applicants will be required to submit a personal résumé, along with two papers as follows:

1. 150-200 words outlining what their personal contributions to society have been, and
2. 150-200 words outlining what contributions they intend to make to society in their adult life.

Applications must be accompanied by records of academic achievements and letters of recommendation from at least two sources (not family members) who are familiar with their abilities and performance records.

Applications are available from the CATCA National Office.

Applications, transcripts, recommendations, records and other supporting documents must be submitted to the Executive Vice President before August 31 of each year. All applications will be freed of personal identification and forwarded to the Selection Committee who will select the winners. The winners will be notified and their names will be published on [catca.ca](http://catca.ca).

The Executive Vice President is responsible for administering the program. (Spring 1999)



**SECTION IV: COMMITTEES**

**A: FORMATION OF COMMITTEES**

When the need for a committee is identified by the Executive Board, the Board will appoint a committee and ensure its effective function by:

- a. Formulating specific guidelines and objectives and budgets;
- b. Requiring the committee to present a report detailing the actions and expenditures of the committee, to the regular Spring and Fall Board meetings. This report must be published and distributed to all Branches and Facilities prior to the Board meeting. (Conv. 1975)

For current list of Committee members, please see [APPENDIX D](#).

**1. CATCA CONTRACT COMMITTEE**

See [SECTION V: Collective Bargaining](#).

**2. CATCA BOARD OF TRUSTEES**

**2.1 Composition**

The Board of Trustees shall be appointed by the Executive Board and consist of a Chairperson and not less than two other members. The Board of Trustees shall report directly to the Executive Vice President.

**2.2 Term of Office**

The term of office for all members shall be three years commencing on January 1 of the year following the triennial convention. The Executive Board shall appoint the members at or prior to the Fall Board meeting prior to the period of appointment.

**2.3 Duties**

The duties of the Board of Trustees shall be as follows:

- a. Assist, as requested, the Executive Vice President in the discharge of his duties related to the financial affairs of the Union.
- b. Review the Auditor's Report prior to its presentation to the Union, make any observations felt necessary on the previous year's financial operations and make recommendations to the Executive Board.
- c. Review the draft budget prepared by the Executive Vice President and make suggestions and recommendations to him/her for consideration by the National Executive prior to its review of the draft budget.
- d. Review annually the discretionary allowances paid to officials of the Union and the per diem rates payable for travel expenses, and make recommendations for changes as required, in a written report to the Spring Board meeting each year.

## SECTION IV: COMMITTEES

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- e. Review the financial position of the Union with the Executive Vice President biennially and make recommendations for changes to the dues structure, or maintenance of current dues, in a written report to the National Convention.
- f. The Executive Vice President and the Board of Trustees will meet as required to discuss the Union's financial operation and investment status.
- g. Semi-annual reports to the Spring and Fall Board Meeting shall be submitted to the Executive Board to keep it informed of the Board of Trustees' performance.
- h. Research any project requested by the Executive Board or the National Executive. (Fall 1995)

### **3. CATCA NATIONAL CONVENTION COMMITTEE**

#### **3.1 Composition**

The Convention Director shall be appointed by the host Branch prior to July 1 of the year of the preceding Convention. Other members, as required, shall be appointed by the Convention Director but must include a Treasurer. (Conv. 1985)

#### **3.2 Term of Office**

The term of office of the Committee shall commence on July 1 of the year of the preceding Convention and shall be continued until all activities of the Committee have been finalized to the satisfaction of the Executive Board. (Conv. 1985)

#### **3.3 Duties**

- a. Through liaison with the National Office, ensure that proposed social functions do not infringe on or conflict with the business schedule of the Convention.
- b. Provide an organization to register delegates.
- c. Provide a detailed report on the Committee's activities to every regular Spring and Fall Board meeting following the preceding Convention while the Committee is in existence, and at such other times as the President may direct.
- d. Provide advance information to all Branches and Facilities on Convention arrangements not less than sixty (60) days prior to the commencement of the Convention.
- e. Provide similar information to the National Office as required for CATCA publications, and the publications of other organizations.
- f. Make appropriate arrangements for local Public Relations activities.
- g. After consultation with the National Office, prepare a list of local and provincial invited guests and arrange for invitations to be sent to them.

## SECTION IV: COMMITTEES

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- h. To the extent practicable and consistent with the purposes of the Convention, respond to special requests of delegates, candidates for National Executive office, and other participating individuals or groups.
- i. Provide for the Spring Board Meeting in the year preceding the Convention a complete cost estimate for the Board's approval. Once the budget is approved, each expense of \$5,000 or more is to be presented to the National Executive for approval at their next meeting, along with a plan to finance the expenditure, before a firm commitment is made by the Organizing Committee to any suppliers/ providers. (Spring 1997)
- j. Conduct a fund-raising campaign designed to underwrite the non-business costs of the Convention that will not conflict with the fund-raising activities of the National Office.
- k. Maintain a bank account in the name of the Committee for the handling of all funds expended by the Committee. All cheques drawn on this account must bear the signature of the Committee Treasurer and at least one other member of the Convention Committee.
- l. The Committee Treasurer shall maintain an accounting system approved by the Executive Vice President for all funds received by and expended by the Committee. This system shall also record all donations or grants to the Convention whether in the form of cash or any other form. Financial statements (with copies of invoices or vouchers) shall be forwarded to the National Office to be presented to Spring and Fall Board Meetings following the preceding Convention while the Committee is in existence, and at such other times as the President may direct, along with the activities report. (Spring 1997)
- m. Within three months after the Convention, render a completed accounting to the National Office, including all original invoices and/or vouchers and final reports of every sub-committee. Any financial surpluses generated by the Organizing Committee should be administered in the following fashion: the first \$2,500 is to be kept by the Organizing Committee. Additional monies are to first be used to reimburse the National Office for the advance paid to the Organizing Committee; second, to reimburse any sponsorship secured by the National Office for the Organizing Committee. Any amount left after this is to be split 50/50 between the Organizing Committee and the National Office. (Spring 1997)
- n. Minutes of all meetings of the Committee must be kept and copied to the National Office immediately following the meeting.

### **3.4 Shift Coverage**

A maximum of \$4,000.00 is authorized to be used at the discretion of the Convention Director for shift coverage. Such shift coverage shall be accounted for in the final accounting.

### **3.5 Hotel Negotiations**

Once the offer to host a Convention has been accepted, the National Office will be responsible for all negotiations with prospective hotels. The Executive Board is responsible for final selection and approval of the Convention hotel.

**3.6 Terms of Reference – Convention Chairperson**

- a. The Chairperson of the National Convention shall be an Active or Associate member of the Union, who is neither a member of the Executive Board nor a delegate to the Convention.
- b. The selection of the Chairperson shall be made by the Executive Board at the Fall Board meeting immediately preceding the Convention.
- c. The duties of the Chairperson shall be to supervise and control the Convention proceedings in accordance with the published agenda and the By-Laws and policies of the Union. In so doing he will be responsible specifically for:
  - i. In consultation with the President, determining the hours of the business sessions of the Convention;
  - ii. Establishing that a quorum exists at all times the Convention is in session;
  - iii. Within the strictures of (i) above, calling the sessions to order at the agreed hour;
  - iv. Ensuring that all delegates and Board Members who indicate a wish to speak are recognized;
  - v. Requiring that all speakers address the matter under discussion;
  - vi. Halting discussion on any subject when all points of view have been expressed;
  - vii. Ensuring that all motions and amendments are properly put before the delegates;
  - viii. Establishing the voting results on each resolution or amendment;
  - ix. Ruling on procedural questions as guided by Robert's Rules of Order (Newly Revised);
  - x. Co-operating with the Convention committee to the extent that it does not interfere with the business of the Convention.

**4. CATCA INSURANCE TRUST FUND TRUSTEES**

**4.1 Purpose**

To administer the “Canadian Air Traffic Control Association Insurance Trust” as per the Trustee Agreement.

**4.2 Qualifications**

Trustee appointments shall be made by the Board of Trustees of the Fund as per the Trustee Agreement, but must include a member of the current CATCA National Executive.

All Trustees must have had experience at the National Executive level of the Union.

**5. NAV CANADA OCCUPATIONAL SAFETY AND HEALTH POLICY COMMITTEE - CATCA REPRESENTATIVE**

**5.1 Composition**

Each of the eight unions representing employees at NAV Canada is authorized to select one member. In the event a union representative is not selected, the applicable union president will be the point of contact for NCOSHPC related issues.

**5.2 Term of Office**

The term of office for the CATCA OSHC representative shall be three years commencing January 1 of the year following the triennial convention. The Executive Board shall appoint the Representative at or prior to the Fall Board meeting prior to the period of appointment.

**5.3 Duties**

The NCOSHPC shall be the forum for joint labour-management consultation on occupational safety and health issues. It will look at longer term, broader, strategic and emerging OSH issues and through its reviews, provide corporate leadership and strategic direction to OSH workplace committees and representatives.

The core mandate of the NCOSHPC is to identify issues and make recommendations to senior management as well as participate in the drafting of policies relating to workplace safety and health.

The Committee will meet during normal working hours and not less than four times per year. Special meetings, if required, will be held at the request of the co-chairpersons. Subject to the following paragraph, travelling expenses, including meals and accommodation related to participation into committee meetings are not to be compensated by the employer.

Prepare a written report on the current work of the NCOSHPC to the Spring Board Meeting, Fall Board Meeting, and the National Convention.

**6. ELECTIONS COMMITTEE**

**6.1 Composition**

The Elections Committee shall be appointed by the Executive Board and consist of a no more than four members. The Elections Committee shall report directly to the Executive Board.

**6.2 Term of Office**

The term of office for all members shall be three years commencing on January 1 of the year following the triennial convention. The Executive Board shall appoint the members at or prior to the Fall Board meeting prior to the period of appointment.

**6.3 Duties**

The duties of the Elections Committee shall be as follows:

- a. To oversee all elections of the union.
  
- a. Review election procedures to ensure that they meet the standards of the association and are followed accordingly. Propose changes as required to the Executive Board.
- b. Prepare a written report on the current work of the Elections Committee to the Spring Board Meeting, Fall Board Meeting, and the National Convention.
  
- c. Research any project requested by the Executive Board or the National Executive.

**SECTION V: COLLECTIVE BARGAINING**

**1. CONTRACT COMMITTEE**

**1.1 Composition and Responsibilities**

The contract committee shall be comprised of the following 20 elected members:

1. President
2. Executive Vice President
3. RVP Pacific
4. RVP Prairie
5. RVP Central
6. RVP St-Laurent
7. RVP Atlantic
8. IFR Vancouver ACC and Tower
9. IFR Toronto ACC and Tower
10. IFR Edmonton ACC
11. IFR Winnipeg ACC
12. IFR Gander ACC
13. IFR Moncton ACC
14. IFR Montreal ACC
15. VFR Central
16. VFR Prairie
17. VFR Atlantic
18. VFR Pacific
19. VFR Bilingual (All Quebec Towers including Ottawa Tower)
20. Non Operational Members

The Contract Committee will provide a complete copy of the contract proposals to each Branch and Facility, once they have been presented to representatives of the employer (Conv. 1997).

**1.2 Branch/Facility Committees**

Each Branch/Facility shall form a standing committee to prepare contract proposals.

This committee will present proposals for discussion at a Branch/Facility meeting or a Branch Council meeting to determine their validity and rank them in order of priority.

These proposals will be forwarded to the Contract Committee in sufficient time to be useful. (Conv. 1987)

**2. VOTING PROCEDURE FOR COLLECTIVE BARGAINING ISSUES**

**2.1 Action Required by Branch Executives and Facility Stewards**

- a. Review the voters' list for the Branch/Facility (unit) and check it against the list of non-members provided by the National Office. There will be cases where members are away on vacation, or on other business, and will wish to vote at the nearest Branch/Facility.

SECTION V: COLLECTIVE BARGAINING

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In these cases, if the visitor is not personally known to the local office holder, proof of entitlement to vote, in the form of a CATCA membership card and an ATC licence should be demanded. The names of such members, and their home Branch/Facility, are to be included in the voters' list.

- b. Ensure that membership application cards are available for non-members who may wish to become eligible to vote.
- c. Arrange for ballot boxes as required and appoint scrutineers.
- d. The ballots, the preamble to the voters' list, and the voters' list itself, will be supplied by the National Office.
- e. Voters will sign the voters' list as having read the preamble and having received their ballots.
- f. Membership application cards signed at the time of balloting are to be returned with the ballots to the Regional Vice President and forwarded by him/**her** to the National Office.
- g. Proxy votes will not be allowed in ratification or strike votes since the procedures detailed above provide ample opportunity for all members to vote.

**2.2 Voting Returns**

- a. Ballot boxes shall NOT be opened for counting until a specific EST hour as decided by the National Executive. It is of the utmost importance to internal solidarity that ballot boxes not be opened or votes counted prior to this time.
- b. Election Officers will be responsible for appointing scrutineers as well as for the counting of the ballots, which preferably should be scrutinized by an independent and uninvolved responsible third party.
- c. Election Officers shall report the total count of members eligible to vote and the number of ballots cast for and against each issue, by telephone and e-mail to the the Returning Officer, and send the ballots and the signed voters' list to him by Registered Mail. The same information shall also be sent to the National Office immediately by e-mail in the following manner:

Branch/Facility Name		Total ballots cast	
Question 1	For	Against	Spoiled Ballots
Question 2 (Conv. 1999)	For	Against	Spoiled Ballots

- d. Returning Officers shall report the totals to the National Office by email two hours after the ballot boxes are opened.
- e. No ballots shall be destroyed until authorized by the Executive Board.



- f. No indication is to be given to the media, either by the Branch/Facility, Elections Officers, Returning Officers, or Regional Vice Presidents, of either Regional or Branch/Facility voting results. The announcement of only the national vote will be released by **the Executive Board prior to** the release of same to the news media by the National Office.

### **3. STRIKES**

#### **3.1 National Executive Responsibility in the Event of a Strike**

- a. Provide the terms to be voted on by the membership;
- b. Announce the results of such votes on a national basis;
- c. Co-ordinate overall plans for the strike;
- d. Issue all national press releases and policy statements;
- e. Try and bring about a satisfactory conclusion to the dispute;
- f. Issue the necessary information to the membership to keep them advised and informed on the situation;
- g. Seek such outside help as may be necessary to assist the Union during this period;
- h. Maintain a close liaison with the Executive Board.

#### **3.2 Regional Vice President Responsibility in the Event of a Strike**

- a. Be responsible for the voting and recording of the results within his/her region;
- b. Issue press releases or statements on a regional basis in line with those issued by the National Executive;
- c. See that all Branches and Facilities have undertaken the necessary preparations for the strike and are complying with all directions or instructions issued;
- d. See that the membership in his/her region is kept informed;
- e. Report immediately to the National Executive any incidents or problems arising prior to or during the strike;
- f. Monitor the activities of the Branches/Facilities and maintain a close liaison between them, providing assistance wherever possible;
- g. Maintain a close liaison with the National Executive.

**3.3 Branch/Facility Responsibility in the Event of a Strike**

- a. Be responsible for conducting the vote within their Branch/Facility and providing a location for this off the premises of the Employer;
- b. Comply with all directives and instructions issued by the National Executive and the Regional Vice President;
- c. Keep the membership advised on all aspects of the dispute and current situation;
- d. Report any incidents to the Regional Vice President as soon as possible;
- e. Attempt at all times to maintain order and discipline;
- f. Respect the law and law enforcement agencies;
- g. Remember that we are exercising a legal right;
- h. Post a list of those employees who are designated as being unable to strike or who are management exclusions so that all members will be aware who has to report for duty;
- i. Report to the Regional Vice President any members not complying with directives;
- j. For information on handling PR problems, refer to **SECTION III: 2**.

**3.4 Strike Communications**

As soon as the location of the Branch/Facility Strike Headquarters has been determined, the address and telephone number (and fax number, if any) of the site selected must be passed to the Regional Vice President by the fastest available means. Regional Vice Presidents should advise National Headquarters and their Branches/Facilities of the address and telephone number (and fax number, if any) of the Regional Strike Headquarters (which may be the same as one of the Branch Headquarters) as soon as it is determined. A Branch representative must be available either by email or phone 24 hours a day.

**3.5 Reporting of Incidents During a Strike**

Any incidents of significance during a strike, such as employees not designated or excluded reporting for work, unauthorized duties performed by designated employees, operation of aircraft in contravention of NOTAM's, harassment of strikers, accidents or near-misses, etc., must be reported by telephone to the Regional Vice President as soon as they occur.

**3.6 Strike Action by Other Unions or Staff Unions**

If picket lines are established at an airport by another union, CATCA members are required to work. When a controller has any reason to fear for his/her own safety in attempting to report for duty, he/she is not obligated to cross a hostile picket line until appropriate protection and assistance are provided by the Employer. However, upon arrival, if threatened or intimidated in any manner at the picket line, he/she should strategically retreat to avoid any open confrontation and contact management by telephone to request a police escort across the picket line.

If a strike action by other Bargaining Agents may endanger the continued use of ATC equipment or may result in other hazardous situations affecting the safety of the ATC system, the matter is to

be reported immediately to a responsible NAV Canada representative and to the National Office of CATCA/Unifor Local 5454. In the meantime, controllers are advised to use extreme caution in handling any traffic during such conditions and to ensure against over-extending the capabilities of the ATC system while relying on equipment which may suddenly become unserviceable. Traffic delays under such circumstances are usually understood and acceptable to the public in the interest of aviation safety.

#### **4. MISCELLANEOUS**

##### **4.1 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. (Conv. 1973)

##### **4.2 Meetings with the Employer**

It is in the best interest of the Union that all negotiations relating to collective bargaining be held in an open and professional manner. **Once the collective bargaining process begins, all meetings with the Employer at which negotiations take place shall include at least two members of the CATCA Contract Committee.** (Conv. 1993)

##### **4.3 Equitable Sharing of Financial Losses**

The Union endorses the principle of equitable sharing of financial loss resulting from strike action. (Conv. 1979)

Further to the above:

Be it resolved that following any legal strike or lockout action by/of member of Local 5454, a special levy of salary be collected from all members to support the Policy [Book](#), [Appendix D](#) "Insurance Trust Fund Trustees". Such levies shall continue until all members identified as having suffered financial losses due to strike action have received their entitlement. Each member who has suffered a financial loss shall be able to access such funds as necessary to ensure an equal financial burden has been placed on all members. (April 2002)

Application:

The total number of hours of CATCA/Unifor Local 5454 members on strike or locked out, divided by the membership shall equal the amount of hours that each member is responsible for. The difference in the individual member's actual hourly contribution to the strike or lockout will be either reimbursed or collected at the individual's hourly rate. This shall be limited to losses of normal pay only.

Be it resolved that any member who has been on strike or locked out and has suffered a loss in Normal pay, may make an application to the Executive Vice President of Local 5454 for an advance of funds to be offset by payment from the special levy funds. Such advances shall not be withheld, save for the ability of the Union to pay. Such payments shall be to a maximum of \$600 per week of strike/lockout action. Any funds advanced shall be reimbursed to the Union directly from any monies owed the member from the special levy fund. (April 2002)

**4.4 Contract Proposals**

For the purposes of contract proposals, a Branch may establish a policy permitting the Branch Council meeting to act in the place of a Branch meeting. (Fall 1986)

**4.5 Separate Bargaining Tables**

CATCA will undertake to negotiate its collective agreements at separate bargaining tables based on bargaining units. (Conv. 1993)

**4.6 Communication with the Employer**

The Board will make every effort to ensure that members do not communicate directly with the employer with respect to matters relating to collective bargaining. (December 5-6, 1998)

## **SECTION VI: IFATCA**

### **1. GENERAL**

#### **1.1 IFATCA Formation**

The International Federation of Air Traffic Controllers' Associations (IFATCA) was established on October 20, 1961 in Amsterdam.

CATCA joined IFATCA on April 2, 1964.

Canada is a member union within the Americas region.

Information on IFATCA policies can be found on their web site at [ifatca.org](http://ifatca.org).

#### **1.2 Standing Committees**

The four Standing Committees (SC) are:

- a. TOC - Technical and Operational Matters in ATC
- b. FIC - Finance
- c. PLC - Professional Matters in ATC
- d. CAC - Constitution and Administrative Matters in ATC

#### **1.3 IFATCA Conferences**

The maximum number of the official delegates is limited to four (Conv. 1987). Be it resolved that CATCA National send a minimum of three (3) representatives to the annual IFATCA conference so that meetings for all three (3) committees (A – Administration, B – Technical, C – Professional) are attended by official CATCA representatives (Conv. 2007)

Normally, the Union will send four delegates to the annual Conference. The President, or his/her designate, and the IFATCA Liaison Officer will automatically be included on the delegation. CATCA representatives on IFATCA Standing Committees will be given priority in filling other delegate positions. Members of the **Executive Board** may fill any remaining positions on a rotating basis. (Conv. 1997)

In the eventuality that it is impractical to send Delegates as listed above, the **Executive Board** will, by majority vote, appoint delegates to attend and at least one, if not more have held a regional or National elected position in the past (Conv 2010).

#### **1.4 Membership Benefit to CATCA**

Canada is a member of the International Civil Aviation Organization (ICAO). ICAO develops ATC procedures and operating practices, which are adhered to by member states. As a result, many of our ATC procedures and operating practices are developed by ICAO.

Through IFATCA, CATCA has an opportunity to influence decisions that are made at ICAO and the International Labour Organization (ILO) in matters that can have a direct impact on how we provide air traffic control service and our working conditions. These international organizations do not acknowledge national organizations, only international organizations.

Contacts through IFATCA, both at conferences and during the everyday operations of CATCA/Unifor Local 5454, allow the **Executive Board** to stay abreast of changing technologies and working conditions in air traffic control around the world.

CATCA has the opportunity to assist member associations at improving their ATC system and working conditions.

## **2. TERMS OF REFERENCE**

### **LIAISON OFFICER TO IFATCA**

#### **2.1 Assignment of Position**

The Executive Vice President shall be the IFATCA Liaison Officer

#### **2.2 Liaison Officer's Duties**

The Liaison Officer shall ensure that all incoming correspondence from IFATCA is routed to the National Office for redistribution. Other duties are as follows:

- Receive and properly dispatch correspondence with the Federation;
- Co-ordinate with the appropriate committee and/or meeting chairperson regarding requirements for CATCA representatives attending meetings and conferences;
- Arrange accommodations and registration, as directed, for CATCA representatives attending meetings and conferences;
- Attend annual conferences and regional meetings;
- Provide CATCA with timely reports on IFATCA activities and provide the Vice President Americas Region with timely reports on CATCA activities;
- Correspond with other Member Associations (MAs) on matters of mutual interest;
- Keep the President informed of the needs and requirements of Standing Committee members and other CATCA representatives;
- Perform other duties as may be identified by CATCA. (Fall 1996)

APPENDICES

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**APPENDICES**

**APPENDIX A**  
**NOMINATION FORM – BRANCH/FACILITY OFFICIALS**

I \_\_\_\_\_ nominate \_\_\_\_\_

for the position of \_\_\_\_\_.

\_\_\_\_\_  
*(signature of Nominator)*

I \_\_\_\_\_ accept the nomination.

\_\_\_\_\_  
*(signature of Nominee)*

I certify that the nominee meets the qualifications set out in the By-laws for candidates for Branch/Facility Official.

\_\_\_\_\_  
*(signature of Secretary and Date)*

Nominee's Career Resume

Date Joined CATCA \_\_\_\_\_

Member of \_\_\_\_\_ Branch/Facility

Grade and Specialty \_\_\_\_\_

Previous Offices held in CATCA:

**APPENDIX B**  
**LETTER TO EXECUTIVE VICE PRESIDENT FOR NOMINEE BALLOT COUNTS**

TO: Executive Vice President  
Canadian Air Traffic Control Association

We, the undersigned, hereby certify that the balloting for

*(Specify vote being conducted)*

has been conducted in accordance with all applicable rules, procedures, and By-laws of the Union. We further certify our tabulation of the above vote as follows:

_____	_____
<i>names of candidates</i>	
_____	_____
_____	_____
_____	_____
Spoiled ballots	_____

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(signed)



**APPENDIX C**  
**LETTER TO EXECUTIVE VICE PRESIDENT FOR OTHER VOTES RECORDED**

TO: Executive Vice President  
Canadian Air Traffic Control Association

We, the undersigned, hereby certify that the balloting for

*(Specify vote being conducted)*

has been conducted in accordance with all applicable rules, procedures, and By-laws of the Union. We further certify our tabulation of the above vote as follows:

In Favour	_____
Against	_____
Abstain	_____
Spoiled ballots	_____

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(signed)

**APPENDIX D**  
**2015/2016 COMMITTEE MEMBERS**

**BOARD OF TRUSTEES**

**Members**

- James Legein – Vancouver ACC
- Tony Zaychuk – Edmonton ACC
- Terry Ross – Moncton ACC
- Brad Carter – Toronto ACC

**CONTRACT COMMITTEE**

**Members**

- Peter Duffey - President
- Doug Best - Executive Vice President
- Scott Shields - RVP Pacific Region
- Jerry Brodt - RVP Prairie Region
- Dave Doerksen - RVP Central Region
- Eric Vezina - RVP St-Laurent Region
- Gary Roach - RVP Atlantic Region
- Andrew Turner - YVR ACC and Tower
- Evan Kendrick - VFR Pacific
- Mike Loftus - IFR YEG ACC
- Jeff Timmy - IFR YWG ACC
- Jerry Fry - VFR Prairie
- Paul Berry - YYZ ACC and Tower
- Gord Howe - VFR Central
- Francois Bergeron - IFR YUL ACC
- Christian Lambert - VFR Bilingual
- Ian Thomson - IFR YQM ACC
- Wayne Badcock - IFR YQX ACC
- Donald Power - VFR Atlantic
- Sophie Noel - Non-Operational

**ELECTIONS COMMITTEE**

**Members**

- Chad Watt – Hamilton Tower
- Susan MacDonald – Gander ACC
- Jonathan Daoust – Montreal ACC

**INSURANCE TRUST FUND TRUSTEES**

**Members**

- Peter Duffey – President
- Doug Best – Executive Vice President
- John Redmond – Retired Associate Member

**NAV CANADA OCCUPATIONAL SAFETY AND HEALTH POLICY COMMITTEE - CATCA  
REPRESENTATIVE**

**Member**

- Mark Bernard