



COLLECTIVE AGREEMENT Q&A

July 24, 2017



This Q&A is being issued to provide answers to the most common questions that have been raised regarding changes to the CATCA collective agreement.

END OF CAREER (EOC) TOIL

Q1: When does the end of career TOIL bank program begin?

A1: The program begins on March 31, 2018. This will be the first time that employees with 20 years or more of continuous service can transfer unused TOIL accumulated during the leave year towards the program. The earliest someone can start using his/her accrued EOC TOIL will, therefore, be six (6) months after – October 1st, 2018.

Q2: How is the 20-year requirement to use end of career TOIL bank program calculated?

A2: The 20 years must be continuous service. You must have completed 20 years in order to transfer leave into the EOC TOIL bank.

Q3: Can I take the 6-month end of career TOIL leave in the summer blackout period?

A3: Yes. There will be no restrictions on when end of career TOIL can be taken as long as retirement immediately follows and you have given 6 months' notice to commence taking your end of career TOIL (your retirement date would follow that period). You will be required to submit your irrevocable notice of retirement.

Q4: Can I work overtime during the end of career TOIL leave period?

A4: No.

Q5: Do I still earn sick leave, annual leave, and lieu leave while on end of career TOIL?

A5: Yes. End of career TOIL is the same as being at work. Any unused credits would be paid out upon retirement. If the vacation leave year (March 31) ends during your EOC TOIL period, all annual, lieu and TOIL credits not assigned to EOC TOIL will be paid out. Credits earned after April 1 will be paid out upon retirement.

Q6: What happens if I get sick and go on MOS during end of career TOIL?

A6: When you take end of career TOIL you are removed from the schedule entirely and will not return to work. Therefore, you would not be eligible for MOS, LTD or sick leave once the period of EOC TOIL leave begins. You will still be covered by the represented employees portion of the NCJC Health and Dental Plan.

Q7: What happens if I don't give the 6 months' notice required to take end of career TOIL?

A7: TOIL would have to be paid out and taxed similarly to overtime. Members who see that as an attractive option should consider that the hours in the bank would only grow in value at the rate of negotiated economic increases. Most investments would far outperform those increases, and it would be a net loss for any member who did that.

Q8: I have TOIL in my bank now and I am retiring this year. Can I use it as end of career TOIL?

A8: No. The earliest you will be able to transfer TOIL into that bank is March 31, 2018. You will then need to give 6 month's minimum notice. The earliest the end of career TOIL leave could commence would be October 2018. An exception is noted in the next question where existing hours could be applied with earlier notice.

Q9: If I am about to give the 6-month notice to take end of career TOIL and I hand in my retirement notice, can I immediately convert any hours in my TOIL bank at that time to end of career TOIL?

A9: Yes. Because the 6-month notification period can conflict with the March 31 end of career TOIL banking date, an exception will be made. If you are giving notice of taking the end of career TOIL, you may add any hours you have banked to the end of career TOIL leave period. You cannot add hours yet to be worked to the end of career TOIL period.

Q10: Once I have given notice to take end of career TOIL, can I continue to accumulate more hours?

A10: No. You will only be able to move hours over to the end of career bank on March 31 of each year. Once you give notice to use the hours in the bank, no further transfer will be permitted.

Q11: Can I take self-funded leave and then use the end of career TOIL bank?

A11: Yes. The end of career TOIL bank would be considered a return to work, keeping in mind that under CRA rules the return to work period must be equal to, or exceed, the length of the of the self-funded leave period.

Q12: If this a 3-year trial and the program is subsequently cancelled, what happens to the hours in the bank?

A12: The hours will be kept in the bank and still available for use at the end of career. No further accumulation will be allowed if the program is cancelled.

SUMMER TOIL REQUEST BLACKOUT

Q13: Can I take the end of my shift off using TOIL leave during the blackout?

A13: There is no requirement to approve the request, however, managers will use their discretion. If there is no operational impact, there is no reason such requests should be denied.

Q14: What about if there is a spare on a day I want off, can I use TOIL then?

A14: Again, there is no requirement to approve the request, but managers will use their discretion. In the case of spares, that may mean you have to wait until the very last minute for approval in case there is a sick call. If there is no cost or operational impact, last minute immediate requests should be considered for approval. If the TOIL is denied, no reason needs to be given, and no alternate dates are required to be provided. The TOIL remains in your bank.

Q15: Since overtime is now paid at 2.25x during the period June 15 to September 15, can I bank my O/T during that period and have it paid out at the end of the summer in a lump sum amount?

A15: No. If employees elect to bank any overtime during that period, it will be banked at 2x. If members want the 2.25x payment rate, they must remember to turn off their banking overtime option in ESS.

SUSPENSION OF NATIONAL SENIORITY BID

Q16: Will the opportunities for grade 4 and higher towers to bid up still be advertised through a national bid process?

A16: No. There will be no national bid process during the suspension period. If NAV Canada has vacancies they want to fill, they will run an interim bid. NAV Canada cannot place ab initios into grade 4 or higher towers during the suspension period without first running an interim bid.

Q17: Are the interim bids for grade 4 and higher towers only open to tower controllers who are bidding to a higher grade?

A17: NAV Canada can choose to run an interim bid with that restriction, however, NAV Canada may also run a regular interim bid open to all members. In the case of an open bid, all members could apply except those who are subject to the penalties described in article 32.06(b) of the collective agreement.

Q18: Does this mean NAV Canada can place ab initios into grade 1, 2 and 3 towers and into ACCs at their discretion during the national bid suspension period?

A18: Yes.

Q19: Can NAV CANADA decide to post an Interim Bid for an ACC?

A19: Yes. In this situation, all members could apply except those who are subject to the penalties described in article 32.06(b) of the collective agreement.

AB INITIO TRAINEE SCHEDULES

Q20: What are the changes for ab initio trainees?

A20: Ab initio trainees will now work a 5/2 schedule but still adhere to the 36-hour (and after Dec 4, 2017, 34-hour) work week. The training stipend was removed and replaced with regular equivalent salary payments as trainees. Ab initios now have their salary taxed at source and avoid large end of year tax payments. Ab initio trainees become regular probationary employees upon graduation from the generic course, at which time they join the bargaining unit, start accumulating seniority, and enter the pension plan.

Q21: I am a seniority bidder on a generic course, will I have to work a 5/2 schedule?

A21: No, seniority bidders and employees rehired or hired under the experienced controller program will work the appropriate cycle under Article 16. (3x (4/3) + 5/2 for example).

GAIN SHARING

Q22: There is commitment to talk about a possible gain sharing model during the next few years. Does this mean the CATCA Executive Board could agree and implement such a program without membership input?

A22: The Executive Board of CATCA is on record as saying any gain sharing arrangement reached would have to be ratified by the membership.

EYEGASSES

Q23: How do I claim the additional \$225 for eyeglasses?

A23: You will submit an expense claim to NAV Canada, not to Sun Life. The expense claim to NAV Canada must also include proof that the glasses are required by a controller performing control duties and having a requirement of glasses as a license restriction.

Q24: Why is the extra pair of glasses only available to controllers performing control duties?


A24: Licensing requirements state controllers who are performing active control duties and who require eyeglasses must have a second pair of glasses available at all times. Other members are not subject to the same rules.

SCHEDULING LETTERS

Q25: CATCA got assurances from NAV Canada that they will make every reasonable effort to provide two (2) consecutive days of rest free of overtime, protect selected vacation leave if schedules are changed, and to ensure no overtime infringement on days of rest that precede and follow annual leave. What does “every reasonable effort mean”?

A25: "Every reasonable effort" means that the Company must respect these terms except only in cases where it would make it impossible for them to staff a needed position.

On behalf of CATCA,

A handwritten signature in blue ink, appearing to read "Peter Duffey", written over a horizontal line.

Peter Duffey
President

On behalf of NAV Canada,

A handwritten signature in blue ink, appearing to read "Elizabeth Cameron", written over a horizontal line.

Elizabeth Cameron
Vice President Labour Relations