

TENTATIVE AGREEMENT HIGHLIGHTS

The Union and the Employer agree to renew the current collective agreement, the terms and conditions of which shall include the following:

The existing provisions of the current collective agreement, subject to the following amendments:

1. **DURATION – Final offer**

- Duration, 4 years from April 1, 2019 – March 31, 2023

2. **WAGES AND PREMIUMS**

The following increases will be applied to all current salaries, ATC Premiums (ATCP), and Annual Operational Facility Premiums (OFP), weekend, evening shift premiums, midnight premiums, OJT premiums, operational language recognition premium.

Effective April 1, 2019:	3.0%
Effective April 1, 2020:	3.0%
Effective April 1, 2021:	3.0%
Effective April 1, 2022:	3.0%

Retroactive payments will be made only to current employees as of the date of ratification of the new collective agreement. Employees who have retired, resigned, been terminated or otherwise left the employment of NAV Canada since April 1, 2019 shall not be eligible for retroactive payments.

3. **2.25 SUMMER OVERTIME RATE**

For the period of June 15, 2020 to September 15, 2020, all overtime hours worked which are paid out shall be compensated at a rate of two and a quarter (2 1/4) times the straight- time hourly rate. Blackout on utilization of TOIL for the period June 15 - September 15, 2019 and 2020. TOIL banked June 15 to September 15 2019 and 2020, will be banked at the current rate of two times the hours worked. The parties will enter meaningful consultation in March of 2021 and 2022 to discuss the extension of this program for the summers of 2021 and 2022.

4. **TOIL**

Blackout on utilization of TOIL for the period June 15 - September 15, 2019 and 2020. TOIL banked June 15 to September 15 2019 and 2020, will be banked at the current rate of two times the hours worked. The parties will enter meaningful consultation in March of 2021 and 2022 to discuss the extension of this program for the summers of 2021 and 2022 in conjunction with the 2.25 overtime provision above.

Before March 31 of each year, employees can schedule TOIL until June 15 of the following year after which it will be paid out at the previous year's hourly rate.

The Keller award on TOIL shall not be implemented and all the application of TOIL shall revert to practices in effect before the award.

5. **PRODUCTIVITY SHARING**

The parties agree to closed period discussions to discuss potential productivity sharing models.

6. **ACTING PAY**

Article 17.03 (a) of the collective agreement shall be modified so that the requirement to work 2 consecutive days to receive acting pay is removed.

7. **HOURS OF WORK FOR TRAINEES IN SCHOOL**

Ab initio trainees shall work 37 ½ hours in the school on a go forward basis.

8. **END OF CAREER SICK LEAVE BANK**

The parties agree to a trial for the life of the collective agreement whereby employees would be permitted, at their sole option, to convert the payment referred to in Article 24.08 (fifty percent (50%) of their unused sick leave credits) to a maximum of six (6) months pre-retirement leave. Any additional sick leave credits remaining in their bank at retirement would be paid out at 50%. This program may be combined with End of Career TOIL leave to total a 12-month end of career leave bank.

9. **MATERNITY LEAVE LETTER**

Clarification to article 26.03 (c), where an employee takes parental leave immediately following maternity leave, they shall still be allowed to use earned vacation, lieu and compensatory days after the period of parental leave.

Article 26.03 of the collective agreement shall be amended to include ATCP/OFP in the supplementary employment benefit plan.

10. **PUBLICATION OF SHIFT SCHEDULES**

Article 16.04 of the collective agreement shall be modified that shift schedules must be published 30 days in advance commencing with the first schedule published 6 months after ratification.

11. **FAM FLIGHT PROGRAM**

FAM program will be modified to open Canadian destinations and provide international conference opportunities.

12. **ADVANCE ON DEATH BENEFIT**

In the event of death of an active employee, the employee's estate shall be advanced the sum of \$15,000 to cover immediate expenses. The advance shall be recovered from any subsequent payments due to the estate.

13. **DISCIPLINARY INTERVIEW**

In cases where an employee is being interviewed for possible disciplinary action, NAV Canada agrees to consult with CATCA on whether the employee should be removed from the workplace during the investigation.

14. **MAINTENANCE OF SALARY**

Changes to the maintenance of salary provisions include;

- When performing non-control duties, the employees MOS bank shall not be depleted.
- Sick leave banks shall not be depleted below 240 hours when on MOS.

15. **STAFFING**

In 2021 and 2022, 100% of vacancies for positions at Level 1, 2 and 3 towers will be reserved for ab initios prior to offering to bidders. The national seniority bid shall resume for all units in 2022 for training opportunities in 2023.

Delete 32.06 (d) (ii) Single Use Transfer Down During Career, no limit on transfer opportunities. However, NAV CANADA will pay for only one (1) relocation per career associated with a transfer down.

Any employee who has had three (3) failed attempts at the seniority bid program will be ineligible for the rest of their career. Any person already having three (3) failed attempts at the time of ratification will be afforded one last opportunity. An employee who withdraws from training at any point after having accepted a bid will be assessed a penalty of two (2) bids on any future bids after ratification

Modify 32.11 to add that four (4) controllers can be released at units/specialties with a control requirement of greater than forty (40)

16. **SCHEDULING**

The parties agree to closed period discussions to establish a joint scheduling / staffing committee.

17. **COMPETITIVE STAFFING PROCESS**

Remove the relatively equal term from article 32.08. Competitions shall be based on scores alone.

Competitions for Tower UOS positions shall have a minimum area of selection of regionally.

Letter from NAV to discuss transparency around competitions.

18. **8 MONTH AGGREGATE NON CONTROL DUTIES**

Article 16.03 shall be amended to remove the 8 month aggregate restriction to employees who are working in the RTU teaching specialty specific courses.

19. **LEAVE CARRY OVER**

Each employee will be entitled to carry over up to 21 days leave. The 21 days shall be reduced by the number of days, if any, carried over in the year prior. Example;

- An employee who has carried 21 days of leave in one year shall not be allowed to carry over any leave in the following year.
- An employee who has carried 10 days of leave in one year shall be allowed to carry over 11 days of leave in the following year.
- An employee who has carried 0 days of leave in one year shall be allowed to carry over 21 days of leave in the following year.

20. **APPENDIX G APPROVALS**

Any approval or cancellation of appendix G cycles shall be done at the National level.

21. **DOMESTIC VIOLENCE LEAVE**

Wording to be inserted into the CA to provide leave for victims of domestic violence.

22. **PARENTAL LEAVE**

Wording to be amended to allow for expanded use of parental leave as mandated by the CLC.

23. **BEREAVEMENT LEAVE**

Amend article to remove requirement to attend the funeral.

24. **SICK LEAVE CERTIFICATES**

Add midwife, psychologist and physio therapist.

25. **PRESCRIPTION SUNGLASSES**

Tower controllers can get the second pair of eye glass covered under LOU 2017-01 to include prescription sunglasses.

26. **GROUP SAVINGS PLAN TRANSFER**

Employees participating in the group savings plan shall be entitled to transfer at year end, any banked TOIL, LIEU or Vacation credits that would otherwise be paid out.

27. **HOUSING ALLOWANCE FOR HIGH COST URBAN CENTERS**

NAV Canada agrees to study and discuss in the NCJC allowances committee.

28. **APPENDIX E – LIST OF ARBITRATORS**

List of arbitrators has been amended.

29. **LOU 2011-01 – TRAVEL AND RELOCATION**

Amend to include language for shipment of goods.

30. **LOU 2011-02 – WEEKEND WORKER TRIAL**

Change to wording of LOU 2011-02 to more accurately reflect intent.

31. **LOU 2011-04 – ADVISORY COMMITTEE FOR ENHANCEMENT OF SHIFT SCHEDULES**

Remove.

32. **LOU 2011-06 – OPERATIONAL UPS POSITIONS**

Amend to point 2 to allow appointment to position for up to 3 years for the Operational UPS.