

## LETTER OF UNDERSTANDING

Between

CANADIAN AIR TRAFFIC CONTROLLERS ASSOCIATION (CATCA UNIFOR LOCAL 5454)

“The Union”

and

NAV CANADA

“The Company”

**WHEREAS** CATCA and NAV CANADA entered into an agreement March 20 to adopt modified schedules as a result of the COVID 19 pandemic; and

**WHEREAS** the parties agree the need to continue this agreement exists to protect the health of staff while maintaining a minimum level of service;

### **The parties hereby agree without Prejudice or Precedent:**

1. The schedules currently in place at units shall remain in place until September 15, 2020 or the publication date that most closely aligns with that date but not earlier than September 1.
2. The attached appendix on leave shall form part of this agreement.
3. Any requirement to amend, cancel or otherwise change the schedules on a unit level can only be done at the national level after meaningful consultation between the union and the company.
4. Either Party can terminate this Letter of Understanding or a local arrangement by providing a minimum of seven (7) day notice in writing.

Dated \_\_\_\_\_, 2020

\_\_\_\_\_  
Elizabeth Cameron  
Vice President Labour Relations

\_\_\_\_\_  
Peter Duffey  
President, CATCA

## **Appendix – Summer 2020 Leave Program**

For the purposes of this appendix, “leave” shall refer to both annual and lieu leave.

It is recognized that it is desirable for leave programs to minimize overtime however, it is also recognized by both parties that in some units, staffing will make the payment of overtime unavoidable to provide the minimum leave plan

Local consultation between the RVP and the GMFIR is encouraged. The parties may negotiate amendments where both the union and company agree locally. Failure to agree locally shall invoke the following minimum program guidelines.

Local branches will be responsible for scheduling leave to achieve the following:

- Sufficient leave slots shall be made available so that each employee is able to schedule 1/3 of their yearly leave allotment between May 15 and September 15 if they so desire. Employees may choose to schedule their leave later in the year provided all leave not eligible for carry over is scheduled and taken in the 2020/2021 leave year. It is recognized with different schedules in place, this may necessitate rebidding summer leave.
- Where the 1/3 leave allotment referenced in the paragraph above is less than one full leave slot, the minimum leave slot assigned shall be one per day.
- Leave can exceed daily allotments on an adhoc basis where operationally feasible and is subject to management discretion.
- The existing leave planner post September 15 shall remain in place if one exists.
- Leave up until May 15, 2020 may be cancelled upon request.

Whereas article 27.06 of the collective agreement states employees shall utilize their vacation entitlement in the year in which it was earned, and where NAV CANADA has indicated they will not allow the payout of leave at the end of the leave year, employees should schedule their leave at a time desirable to them within the leave slots available.

NAV CANADA will begin to assign unscheduled leave in the fall of 2020 for anyone who has leave in their banks that exceeds the amount they are allowed to carry over (21 days less any leave carried this year). The assignment of leave shall only occur after meaningful consultation with the employee. Where NAV CANADA fails to schedule the leave, the remaining leave balance shall be paid out at years end unless otherwise agreed by CATCA and NAV Canada.