



June 17, 2023

## Bargaining Bulletin #12: Tentative Agreement Highlights

Late on June 16<sup>th</sup>, CATCA and NAV Canada have reached a tentative agreement. Members can review the tentative agreement highlights below. Please note these are only settlement highlights.

Your Contract Committee consisting of:

Nick von Schoenberg	Raelene Crowe	Jeff Timmy
Scott Loder	Scott Turner	Chad Wassing
Ian Thomson	Jonathan Daoust	Mike Loftus
Benoit Vachon	Jeremie Yelle	Steven Pawluk
Chris Kenny	Richard Davenport	James Legein
Andrew Worthington	Matthew Lo	Tim Waldroff
Jerry Brodt	Wayne Badcock	

and assisted by Lewis Gottheil, Karty Singh, Zoltan Czipfel, and Shannon Magee, unanimously recommends that you vote "YES" to this tentative agreement.

A ratification tour will begin immediately with dates and local times below. All CATCA members are welcome at all meetings. Meeting locations will be announced shortly.

- Montreal: Tuesday June 20 @ 1300
- Gander: Wednesday June 21 @ 0930
- Moncton: Thursday June 22 @ 1300
- Toronto: Friday June 23 @ 1100
- Vancouver: Monday June 26 @ 1300
- Edmonton: Tuesday June 27 @ 1300
- Winnipeg: Wednesday June 28 @ 1100
- Ottawa: Thursday June 29 @ 1300

**Electronic voting for ratification of the collective agreement will be after the ratification tour and details will be sent next week.**

On behalf of the Contract Committee,

Nick von Schoenberg  
President

Scott Loder  
Executive Vice President

THE VOICE OF CANADA'S AIR TRAFFIC CONTROLLERS | LA VOIX DES CONTRÔLEURS AÉRIENS DU CANADA

## 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**

- Duration, 5 years from April 1, 2023 – March 31, 2028

### **2. WAGES AND PREMIUMS**

- The following increases will be applied to all current salaries, ATC Premiums (ATCP) and Annual Operational Facility Premiums (OFP), evening shift premiums, midnight premiums, OJT premiums, operational language recognition premium.
  - Effective April 1, 2023: 5.0% + one new increment (3.18%) to all grades on April 1, 2023
  - Effective April 1, 2024: 5.0%
  - Effective April 1, 2025: 4.0%
  - Effective April 1, 2026: 3.0%
  - Effective April 1, 2027: 3.0%
- Deletion of the first increment to all grades and adding an increment to all grades. All employees will be adjusted to their new higher increment on April 1, 2023.
- Addition of a second increment for trainees at ATC-0
- Weekend Shift Premium (from 2200 on Friday to 0600 on Monday) – Increase to \$10.00 per hour for the first year, then same raise as wages and ATCP.
- Midnight Shift premium – In addition to the increase, shifts worked between the hours of 2300 and 0800 in excess of 20 in the 12-month period from April 1 to March 31 shall be payable at 1.25 times the regular rate.
- Retroactive payments to April 1, 2023 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, 2023 shall not be eligible for retroactive payments.

### **3. TOIL**

- Employees can use as TOIL a maximum of one hour for each hour of overtime worked and will receive payment for the other hour at the employee's request.  
\*TOIL banked in the EOC bank shall be accrued at the OT rate.
- The Company will not be required to grant TOIL between July 1 and August 31 in 2023, 2024 and 2025 (requests that have been approved as of date of ratification will be honoured).

### **4. EMPLOYMENT SECURITY**

- Substantial gain in Article 33 on Employment Security
- Improvements in Article 32.05 (Priority Placement) and 32.08 (Employee Qualifications) for Employment Security. In the application of the term qualified, an Oceanic endorsement shall be equivalent to an Area endorsement.
- 32.04 - add the following language; NAV CANADA will attempt to accomplish the deployment by using volunteers. If there are no volunteers, the employee with the least seniority may be deployed.
- 32.25 – add the following language to read the definition of location as;  
A location, for the purpose of Article 32 Staffing and Article 33 Employment Security, is identified by the premises where the employee normally works or the organizational entity to which the employee is attached. Organizational entity shall not be applied to employees occupying active control positions.

### **5. SCHEDULING**

- Minimum Shift Coverage. Deleting LOU 1999-01 and adding a new Article (16.07) to read:  
NAV CANADA will not schedule single controller coverage on the midnight shift at any ACC or Tower except where the parties agree to some other arrangement in respect of a particular location.  
For all other shifts, NAV CANADA shall make every reasonable effort not to schedule single controller coverage at any ACC or Tower, except where at Towers, due to low levels of traffic and complexity, NAV CANADA may schedule single controller coverage for up to a maximum of three (3) hours, except where the parties agree to some other arrangement in respect of a particular location or situation (currently agreed to arrangements to be grandfathered at YXS, YZF and YXY).
- Optimization:
  - Increase the timelines in 16.02(e) for optimization:
    - (i) increase from 90 to 120 days
    - (ii) increase from 60 to 90 days
    - (iii) increase from 30 to 60 days

## **6. STAFFING**

- Seniority Bid:
  - Reduce the frequency of the Seniority Bid Program to every second year for seats in the following calendar year for the duration of the collective agreement and amend 32.10 to reflect the month of April instead of June. No National bid will take place for training opportunities in 2024, 2026 and 2028. National bid will take place for training opportunities in 2025, 2027 and will resume each year in 2029 and later.
  - Employees who have been offered a training seat through the National or Interim Bid program and are subsequently a successful candidate through a competitive process may withdraw from the bid without penalty provided they have not yet started training.
  - Prior to publishing the new list, NAV CANADA shall provide CATCA with the anticipated staffing requirements for all units/specialties (32.10).
- Training provided by a 3<sup>rd</sup> party on top of the current capacity for a period of 5 years upon ratification. This applies to generic IFR and VFR courses only. All CATCA positions in ATS learning are fully protected.
- Return Rights (32.14(b)):
  - A successful candidate for Data Systems Co-ordinator, NTMU, and non-control positions shall have a ninety (90) day period of “return rights” following their report to the new position.
- Terminate the 2018 Memorandum of Agreement covering the staffing of course maintenance positions in ATS Learning

## **7. LEAVE**

- Increase the required notice for Care and Nurturing Leave from ten (10) to twelve (12) weeks.
- 26.06 Leave for Other Reasons  
At the discretion of NAV CANADA, leave with pay may be granted when circumstances not directly attributable to the employee, including illness in the immediate family, as defined in clause 26.02, prevent the employee’s reporting for duty. Such leave shall not be unreasonably withheld.  
When leave is for the illness in the immediate family, Leave with Pay for Personal and Family-Related Responsibilities (26.12) shall be used first.
- 26.12 Leave with Pay for Personal and Family-Related Responsibilities  
The total of 5 days will be per leave year starting on April 1, 2023 instead of calendar year.

## **8. EOC LEAVE**

- Renewal of LOU 2019-04 and 2019-09 for the duration of the collective agreement. Effective April 1, 2024, the required notice will increase from 6 to 12 months.
- Eligibility to contribute reduced from 20 years of service to 15 years of service.

## **9. APPENDIX G**

- Remove "operationally" and "control" positions to be available to all members. Amended for approval at the regional level for non-control positions.
- A minimum of 60-day notice for discontinuation of the special arrangement but has to be aligned to coincide with the end of a 56-day schedule at the location.

## **10. CLASSIFICATION**

- An LOU is being drafted to address specific areas of the classification system as identified by CATCA (i.e. ground traffic movements, VFR movements/88s, STI formula, new pay level/premium to better reflect the workload at complex units (Toronto Tower in particular), review of non-control duties and flexible work condition, etc.).

## **11. DEFINITIONS (ARTICLE 1)**

- Day of rest – NAV CANADA and CATCA to provide a joint recommendation to FSAG to support the definition of a day of rest to be 32 consecutive hours at employee's discretion.

## **12. TECHNOLOGICAL CHANGE**

- Add 10.03 *Technical Consultations* as follow:  
The Parties agree to add a Technical Briefing update of a minimum of a half day to any planned National Union-Management Committee meetings. The update shall be for the purposes of consulting on the evolution of air navigation technology and resulting changes to the work of the members of the bargaining unit.

## **13. MAINTENANCE OF SALARY**

- Integrating LOU 2005-03 into LOU 2019-03.

## **14. BREAKROOMS**

- Letter with commitment from NAV Canada to address sleep room issues in YZ ACC and Tower and QX ACC.

## **15. APPENDIX E (List of Arbitrators)**

- List of arbitrators has been amended