



November 1, 2024

**To: Regional Vice Presidents  
Branches and Facilities**

## **SETTLEMENT OF THE CATCA CARE & NURTURING GRIEVANCE**

On April 11, 2024, CATCA filed a Union and Group grievance contesting NAV CANADA's interpretation of Article 26.09(1)(b), and more specifically the denial of entitlement to Care and Nurturing leave under Article 26.09(1) to four grievors.

NAV CANADA's position is that Article 26.09(1)(b) of the current collective agreement ('CA') is that Care and Nurturing ('C&N') leave requests shall be granted for a minimum period of nine (9) weeks, but not necessarily for the entire period of the request. For instance, an employee may make a request for more than eighteen (18) weeks, and the Company may grant the request for a lesser period but no less than nine (9) weeks. The Company provided notice to CATCA during the most recent round of collective bargaining via a letter (dated March 27, 2023) indicating that it would revert to the strict terms of the language per this understanding.

CATCA contested the Company's letter dated March 27, 2023. CATCA's position is that the Company's practice up to the issuance of the letter was to grant the total amount of leave requested, and that had been and is consistent with the terms of the applicable collective agreements.

The grievance was filed after four employees submitted requests for C&N leave of more than eighteen (18) weeks and were not granted the leave they had originally requested. CATCA, through the grievance process, stated that it does not agree with NAV CANADA's interpretation of Article 26.09(1)(b).

Through various discussions, the parties were able to resolve the portion of the grievance related to the four employees who had submitted C&N leave requests.

Rather than proceed to arbitration on the policy interpretation aspect of the grievance, NAV CANADA and CATCA agreed to the below terms to resolve the matter:

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

- For the life of the current CA, and for the duration of the statutory freeze following its expiry (March 31, 2028), NAV CANADA agrees to interpret, apply and administer Article 26.09(1) as follows:
  - A request for C&N leave for a period of greater than 18 weeks; or for a leave request of 9 weeks or more falling completely outside the summer period of June 15 to September 15, shall be granted for the duration requested by the employee, and on the start and end dates requested by the employee.
  - The requested duration and start/end dates may only change upon the agreement of the employee.
  - Management can discuss with an employee a mutually agreeable period of leave that may, for example, start or end on a different date than requested by the employee.
  - Management will advise the Union of any such discussions and, if requested by the employee, the applicable RVP, EVP, or President will be involved.
- CATCA will make all reasonable efforts to encourage employees to advise the Company of their intent to request C&N leave under Article 26.09(1) at the earliest possible opportunity and, wherever possible, prior to the annual leave planning process.
- The Parties maintain their respective positions regarding the interpretation of Article 26.09(1) and agree to bargain in good faith in relation to the Article during the next round of collective bargaining.

In solidarity,

Nick von Schoenberg  
President

Scott Loder  
Executive Vice-President