

**COLLECTIVE AGREEMENT  
BETWEEN  
NAV CANADA  
AND THE  
CANADIAN AIR TRAFFIC CONTROL ASSOCIATION  
CATCA CAW LOCAL 5454**

**Expiry Date  
March 31, 2005**

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## ARTICLE 1

### DEFINITIONS

Unless specified elsewhere in this Agreement, the following definitions will apply throughout this Agreement:

- (1) For the purpose of this Agreement the following shall be considered as operating employees:
  - (a) Air Traffic Controllers in Area Control Centres, Terminal Control Units, Control Towers, and the National Operations Centre;
  - (b) all team and shift supervisors in Area Control Centres, Terminal Control Units and Control Towers, and the National Operations Centre;
  - (c) all Air Traffic Controllers-in-Training in Area Control Centres, Terminal Control Units or Control Towers;
  - (d) Data Systems Co-ordinators;
  - (e) Unit Operations Specialists in Control Towers.

All employees other than those listed above shall be considered non-operating employees.

- (2) "Weekly rate of pay" means an employee's annual normal pay divided by 52.176.
- (3) "Straight-time rate" means in the case of a non-operating employee his or her weekly rate of pay divided by thirty-seven and one-half (37 1/2) and in the case of an operating employee his or her weekly rate of pay divided by thirty-four (34), and effective September 1, 1999 his or her weekly rate of pay divided by thirty-six (36).
- (4) "Designated holiday" means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this agreement. Any shift in which the majority of time is worked in this period shall be deemed in its entirety to fall within this period. Any shift in which the majority of time is worked outside of this period shall be deemed in its entirety to fall outside of this period.
- (5) In this agreement, "Company" means NAV CANADA, the Employer.

- (6) "An operating irregularity" is a situation which occurs when air traffic control service is being provided and when a preliminary investigation indicates that safety may have been jeopardized, less than minimum separation may have existed, or both.
- (7) "Shift cycle" means the recurring sequence of an employee's days of work and days of rest.
- (8) "Shift schedule" means NAV CANADA's advance posting of shifts to be worked by employees within their shift cycle.
- (9) "Normal pay" means compensation for the performance of duties of a position including Supervisory Differential, but, exclusive of allowances, special remuneration, overtime, other compensation, and other gratuities.
- (10) (i) continuous service means:  
  
unbroken service from the employee's last date of hire including authorized leaves of absence.
- (ii) continuous employment means:  
  
continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur.
- (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.
- (11) "Will" and "shall" in this agreement have the same meaning.
- (12) "Temporary employee" is an employee hired for a specified term.
- (13) "Spouse" is one of two people legally married to one another and those in relationships where they have lived with one another for a period of at least one year, continue to live with each other, and who have publicly represented themselves as spouses.
- (14) "Employee" means a person who is a member of the bargaining unit.
- (15) "Step-Relative" means Step-Mother, Step-Father, Step-Son, Step-Daughter, Step-Brother, Step-Sister.

- (16) “Designated Employee” means a person who was employed in the Public Service prior to November 1, 1996 and whose name was set out on a list of employees designated by the Minister of Transport for purposes of the Civil Air Navigation Services Commercialization Act (Bill C-20 assented to 20<sup>th</sup> June, 1996).
- (17) “Continued Employee” means a Designated Employee who accepted the offer of employment made to him or her by NAV CANADA to become an employee of NAV CANADA as of and from the Transfer Date, November 1, 1996, and who became an employee of NAV CANADA on the Transfer Date.

## **ARTICLE 2**

### **PURPOSE**

- 2.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NAV CANADA, the Union and the employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 2.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of NAV CANADA which operates in a regulated environment.



## ARTICLE 3

### RECOGNITION AND RELATIONSHIP

#### 3.01 Exclusive Bargaining Agent

NAV CANADA recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined in the certificate issued by the Public Service Staff Relations Board on the 28<sup>th</sup> day of November, 1967 and deemed to be a certificate of the Canada Labour Relations Board (CLRB) pursuant to S69 of the Civil Air Navigation System Commercialization Act (S.C. 1996, c.20), to the Canadian Air Traffic Control Association.

#### 3.02 Union Recognition

- (a) Every employee of the bargaining unit who is now, or hereafter becomes a member of the Union, shall maintain his or her membership in the Union as a condition of his or her employment and every new employee shall within thirty (30) days after the commencement of his or her employment, or after graduation from the national training school, apply for and thereafter maintain membership in the Union as a condition of his or her employment.
- (b) The Union will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Union for a reason other than a failure to pay the periodic dues, assessments, and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

#### 3.03 Employee Information

NAV CANADA agrees to provide the Union with the following information on a monthly basis pertaining to all employees in the bargaining unit:

- Employee's name
- Position and/or acting position
- Group and level
- Location (unit)
- Tenure or status in position
- Effective date of change
- Current salary per Appendix "A"
- Date of assignment
- Acting level
- Position title

Pay office  
Pay list  
CATCA identification number  
List of changes since last report

### **3.04 Collective Bargaining Committee**

NAV CANADA agrees to recognize and deal with a Collective Bargaining Committee for the purpose of negotiating collective agreements between NAV CANADA and the Union. The Collective Bargaining Committee may be assisted by representatives other than employees.

### **3.05 Leave for Collective Bargaining**

For meetings with NAV CANADA under 3.04, up to four (4) members of the Collective Bargaining Committee shall be granted leave without pay.

### **3.06 Notification of Union Representatives**

NAV CANADA acknowledges the right of the Union to appoint or elect employees as Union Representatives or Stewards. The Union shall notify NAV CANADA promptly and in writing of the names of its representatives, the respective dates of their appointment, their workplace jurisdictions, and the names, if any, of those representatives who are being replaced or discontinued. These workplace jurisdictions will reflect so far as possible the organizational structure of NAV CANADA.

### **3.07 Carrying out Steward Duties**

The Union recognizes that employees who are representatives of the Union have regular duties to perform in connection with their work for NAV CANADA. A Union Representative/Steward shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate urgent employee concerns arising out of the work place, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. While recognizing that operational and safety requirements take precedence, such permission shall not be unreasonably withheld. The Union Representative/Steward shall report back to his or her supervisor before resuming his or her normal duties.

### 3.08 **Access to Company Premises**

Upon proper notification to the authorized management representative, a union representative will have access to NAV CANADA's premises to conduct union business arising out of the collective agreement and/or Company policies so long as such access does not unduly interfere with NAV CANADA's operations.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and acknowledges that NAV CANADA has and shall retain the exclusive right and responsibility to manage and operate NAV CANADA's business in all respects including, but not limited to, the following:
- (a) to plan, direct and control operations, to determine the methods, processes, equipment and other matters concerning NAV CANADA's business, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
  - (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge, and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of NAV CANADA.

## **ARTICLE 5**

### **WORK OF THE BARGAINING UNIT**

#### **5.01 Work of the Bargaining Unit**

- (a) Functions that at present are performed exclusively by members of the bargaining unit will not be contracted out or assigned to members of other bargaining units.
- (b) Where because of operational requirements either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposal of either party and may mutually agree to make exceptions to the foregoing.

#### **5.02 Assignment of Air Traffic Control Duties**

NAV CANADA will only assign work to the air traffic control group that is related to the air traffic services business.

## **ARTICLE 6**

### **CHECK-OFF**

#### **6.01 Mandatory Check-Off**

Subject to the provisions of this Article, NAV CANADA shall, as a condition of employment, deduct Union Membership dues and initiation fees from the monthly pay and/or training allowance(s) of all employees in the bargaining unit in accordance with the Union's by-laws.

#### **6.02 Timing for Check-Off**

The provisions of 6.01 will be applied effective the first of the month following the signing of this Agreement and the deductions from the pay and/or the training allowance for each employee in respect of each month shall start with the first full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deduction NAV CANADA shall not be obliged to make such deduction from subsequent salary.

#### **6.03 Remittance to Union**

The amounts deducted in accordance with 6.01 shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the amount of the deduction made on behalf of each employee.

#### **6.04 Union Benefit Plans**

NAV CANADA shall provide a voluntary revocable check-off of premiums payable on health and sickness, and life insurance plans provided by the Union for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Union dues and initiation fees in a single monthly deduction.

#### **6.05 Indemnification for Union Errors**

The Union agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article.

#### **6.06 Revision to Dues**

If a general revision in the amount of membership dues is to be made during the term of the Agreement, the Union agrees to notify NAV CANADA in writing at least sixty (60) days prior to the effective date of such revision.

6.07 **Prohibition**

No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.

## **ARTICLE 7**

### **LEAVE OF ABSENCE ON UNION BUSINESS**

#### **7.01 Elected Union Officials**

- (a) With reasonable notice from the employee in writing that he/she has been elected to a full time office of the Union, NAV CANADA will grant leave with no loss of seniority to the employee for the term of the office.
- (b) An employee granted leave under clause (a) above shall continue to receive his/her regular salary and benefits for the period of leave granted, subject to the Union reimbursing NAV CANADA for all associated costs.
- (c) The period of leave granted shall be counted as continuous service for the purposes of calculating severance pay, vacation leave, and pay increments.
- (d) Where an employee ceases to hold such office he/she shall be entitled to return to his or her former work unit at the same grade and level occupied prior to the leave of absence or, by mutual agreement, to a position at the same grade and level similar to that occupied prior to the leave of absence.

#### **7.02 Attendance at Union Functions**

Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees at any one time to attend Union Executive Council meetings, congresses and conventions. Leave without pay for this purpose shall be requested in writing to NAV CANADA as far in advance as possible of the date the leave is to commence, but normally not less than fifteen (15) calendar days in advance. Approval of such requests shall not unreasonably be withheld.

#### **7.03 Canada Industrial Relations Board**

Where operational requirements permit, NAV CANADA will grant:

- (a) leave with pay to an employee who makes a complaint on his or her own behalf alleging a violation of any paragraph of Section 94 of the Canada Labour Code;
- (b) leave without pay to an employee who makes a complaint on his or her own behalf, alleging a violation of any section other than Section 94 of the Canada Labour Code; and



- (c) leave without pay to an employee representative who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

#### **7.04 Canada Labour Code Applications for Certification**

Where operational requirements permit, NAV CANADA will grant leave with pay:

- (a) to an employee representative who represents the Union in an application for certification or in an intervention; and
- (b) to an employee who makes personal representations with respect to certification.

#### **7.05 Interest Arbitration Board and Conciliation Board Hearings**

Where operational requirements permit, NAV CANADA will grant leave without pay to an employee representing the Union before an Arbitration Board or Conciliation Board.

#### **7.06 Arbitration**

NAV CANADA will grant leave:

- (a) with pay to the grievor to attend the arbitration, and
- (b) where operational requirements permit, leave with pay to the Union Representative of an employee who is party to an arbitration.

#### **7.07 Witnesses**

- (a) An employee who is requested by NAV CANADA to appear as a witness before an arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, will be granted leave with pay to attend the hearing and appear as a witness if called.
- (b) Where operational requirements permit, NAV CANADA will grant leave without pay to an employee called as a witness by an employee or the Union.

#### **7.08 Leave of Absence Without Pay for Union Business**

Where operational requirements permit, NAV CANADA shall grant leave of absence without pay to officers of the Union to attend to Union business. For the

purposes of this Clause, the following, or their equivalent should position titles change, shall be considered 'officers':

1. President
2. Secretary Treasurer
3. Regional Vice Presidents
4. Branch Chairs
5. From time to time, upon written confirmation to NAV CANADA from a Regional Vice president, the Secretary Treasurer or the President, a Union Steward who has been duly appointed as a member of a union committee.

**7.09 Attendance at Invitation of Federal Government**

Operational requirements permitting, two (2) employee members of the Union's National Executive or their appointed alternates, formally invited by Federal Government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave of absence with pay including reasonable travel time required for attendance at such meetings. Should an employee attend such a meeting on the employee's regularly scheduled day of rest, the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of his or her normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and his or her supervisor. Should such time off not be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

## **ARTICLE 8**

### **UNION-MANAGEMENT CONSULTATION**

#### **8.01 Consultation on Matters of Mutual Interest**

NAV CANADA and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Company-Union relations.

#### **8.02 Recognition of Union Committees**

NAV CANADA will recognize Union Committees for the purpose of consulting with management as follows:

- (a) A Union National Committee;
- (b) By agreement of the parties and where circumstances warrant, Union Local Unit Committees may be established for the purpose of consultation with local management.

#### **8.03 Limitations on Jurisdiction**

It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.

#### **8.04 Frequency of Committee Meetings**

Meetings with the Union National Committee shall take place at least annually. By agreement of the parties the frequency of meetings may be increased. The frequency of meetings with Union Local Unit Committees shall be determined by mutual agreement.

#### **8.05 Location of Meetings**

All meetings shall be held on NAV CANADA's premises at a time and for a duration determined by mutual agreement. The parties shall endeavour to schedule such meetings during the working hours of committee representatives. In

the event meetings are scheduled on an employee's day of rest, the employee shall not be entitled to any compensation.

**8.06 No Loss in Pay for Union Committee Members**

- (a) Full-time employees forming the membership of Union Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (b) For the purposes of 8.06 (a) the number of full-time employees shall be limited to:
  - (i) 10 for Union National Committee;
  - (ii) 3 for Union Local Committees.

**8.07 Requirement for Written Agendas**

A designated representative of Union Committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than fifteen (15) calendar days in advance.

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

#### **9.01 Union Meetings**

NAV CANADA may permit the Union to use NAV CANADA's premises outside the working hours of the employees for conducting meetings of their members, where refusal to grant permission would make it difficult for the Union to convene a meeting. Such meetings shall not unduly interfere with NAV CANADA's operations.

#### **9.02 Bulletin Boards**

Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by NAV CANADA.

## **ARTICLE 10**

### **TECHNOLOGICAL CHANGE**

#### **10.01 Notice Requirements**

At least one hundred and eighty (180) days before the introduction of any major technological change which will result in a reduction of staff, NAV CANADA shall notify the Union of the proposed change.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **11.01 Definition of Grievance**

A grievance shall be defined as any dispute between NAV CANADA (hereafter referred to as “the Company”) and the Union (on behalf of an employee, group of employees or on its own behalf) concerning the interpretation, application or administration of the Collective Agreement, and shall include individual employee grievances, group grievances, policy grievances and Company grievances.

#### **11.02 Definition of Days**

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday, as listed in Article 28, the deadline shall be extended to the next normal business day.

#### **11.03 Disclosure of Information**

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information with respect to the subject matter of the grievance.

#### **11.04 Dispute Resolution**

##### **Complaint Stage**

- (a) Before presenting a grievance through his or her authorized Union representative, the employee shall meet with his or her authorized Management representative to discuss and attempt to resolve the complaint.
- (b) The employee is entitled to have an authorized Union representative accompany the employee during such meeting.

##### **Step 1**

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized Union representative, on behalf of the employee(s) concerned, may submit a written grievance to the employee’s authorized Management representative.

- (b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee(s) ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.
- (c) NAV CANADA's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the employee(s) concerned no later than fifteen (15) days following receipt of the grievance at Step 1.

## **Step 2**

- (a) Failing settlement being reached at Step 1, the authorized Union representative on behalf of the employee(s) concerned, may within ten (10) days of the receipt of the Step 1 response or the expiration of the Step 1 time limits transmit in writing the grievance to NAV CANADA's authorized representative.
- (b) NAV CANADA's authorized representative shall discuss and attempt to resolve the grievance with the authorized Union representative and render a written response to the grievance to the authorized Union representative and provide a copy to the employee(s) concerned no later than thirty (30) days following receipt of the grievance at Step 2.

### **11.05 Referral to Arbitration**

Failing settlement being reached at Step 2, either party may refer their grievance to arbitration within thirty (30) days of the receipt of the Step 2 response or the expiration of Step 2 time limits, by advising NAV CANADA's authorized representative or the authorized Union representative, in writing by registered mail of its intention to refer the dispute to Arbitration.

### **11.06 Abbreviated Procedure**

Any policy grievance, Company grievance or a discharge grievance shall be submitted directly to Step 2 within twenty (20) days of the incident giving rise to the grievance or from the date when the Union, NAV CANADA or the employee(s) ought to have reasonably been aware of the incident giving rise to the grievance.



#### **11.07 Extension of Time Limits**

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

#### **11.08 Time Off Work to Discuss Complaints and Grievances**

- (a) The Union recognizes that each employee and authorized Union representative is employed to perform work for NAV CANADA and therefore no employee or authorized Union representative will leave his or her work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management representative. While recognizing that operational and safety requirements take precedence, permission shall not be unreasonably withheld.
- (b) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, in the employee's headquarters area and leave to attend is granted to the employee, the employee shall not suffer loss of normal pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's headquarters area, the employee shall not be entitled to be paid.
- (c) When a discussion or meeting on a complaint or grievance takes place during normal working hours and leave to attend is granted to the authorized Union representative, the authorized Union representative shall not suffer loss of normal pay if the discussion or meeting is within his or her area of jurisdiction. If the discussion or meeting is outside his or her area of jurisdiction the authorized Union representative shall not be entitled to be paid.
- (d) Employees and authorized Union representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours.

#### **11.09 Notification of Authorized Representatives**

The Union shall notify NAV CANADA in writing of the names and areas of jurisdiction of its representatives authorized to represent the Union in the presentation of grievances at each level, and shall promptly notify NAV CANADA in writing of changes in these names. NAV CANADA shall notify the Union in writing of the position/titles and areas of jurisdiction of its representatives authorized to represent NAV CANADA with respect to the receipt and response of grievances at each level, and shall promptly notify the Union in writing of changes to these names.

## **Arbitration Procedure**

### **11.10 Powers of an Arbitrator**

A grievance referred to arbitration shall be determined by a mutually acceptable arbitrator/Board of Arbitration who shall have all the powers described in Part 1 of the Canada Labour Code.

### **11.11 Cost of Arbitration**

In respect of the cost of arbitration of grievances, the parties shall share equally the fee and expenses of the sole arbitrator or the Chair of the Arbitration Board and where applicable each party shall be responsible for the expenses of their respective nominee to the Board of Arbitration.

### **11.12 List of Arbitrators**

The parties will agree to a list of arbitrators for each geographical area to whom grievances may be referred. This list shall be reviewed at the mid-point of the Collective Agreement and may be amended by mutual agreement (see Appendix E). Each party will alternate in selecting an arbitrator to sit as a sole arbitrator or as a Chair of the Arbitration Board from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list.

### **11.13 Expedited Arbitration**

- (a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may, upon mutual consent of the parties, be referred to a previously agreed-upon sole arbitrator, whose appointment shall be reviewed annually. The arbitrator shall hear the grievance and at the conclusion of the hearing, immediately give a verbal decision with reasons. The arbitrator's decision, with reasons, will be confirmed in writing. The decision shall be final and binding upon both parties and shall be made without precedent or prejudice to similar or like cases. The arbitrator shall not have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) To maintain the efficiency of such a process, the parties agree not to use outside legal counsel to argue a case or to call any evidence at expedited arbitration.
- (c) The parties agree to schedule expedited arbitration as required. At least thirty (30) days prior to the hearing, the parties will mutually agree upon a

list of grievances to be heard. The parties also agree to prepare a joint statement of facts at least five (5) days prior to the scheduled hearing date.

#### **11.14 Sole Arbitrator v. Board of Arbitration**

All grievances will be heard by a sole arbitrator except where the parties mutually agree that the grievance shall be heard by a Board of Arbitration.

#### **11.15 Board of Arbitration**

Where the parties agree to a Board of Arbitration, the party referring the grievance to arbitration shall also provide the name of that party's nominee to the Board of Arbitration. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The selection of the Chair shall be in accordance with the list of arbitrators as set out in Appendix "E".

#### **11.16 Arbitration Procedure**

The arbitrator/Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations in order to determine the issue in dispute.

#### **11.17 Decision**

- (a) The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the arbitrator/Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- (b) The arbitrator/Board of Arbitration shall have the power to modify any penalty imposed by NAV CANADA and in that regard take whatever action is just and equitable in the circumstances.

#### **11.18 Arbitrability**

- (a) It is understood that no matter may be submitted to arbitration which has not been properly carried through the grievance procedure. The arbitrator/Board of Arbitration shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) The arbitrator/Board of Arbitration may extend the time for taking any step in the grievance process or arbitration procedure, even after the

expiration of the time, if the arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

**11.19 Location of Arbitration Hearing**

The arbitration hearing shall be held at the city where the work site of the grievor is located and where the circumstances giving rise to the grievance occurred, unless the parties agree otherwise.

## **ARTICLE 12**

### **DISCIPLINE**

#### **12.01 Corrective Discipline**

Generally, discipline is intended to correct undesired behavior and conduct and, where appropriate, shall be progressive in nature.

#### **12.02 Interview and Representation**

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and their entitlement to have a Union Representative of their choice in attendance. The unavailability of the Union Representative of choice will not delay the meeting more than twenty-four (24) hours from the time of notification to the employee. At the interview the employee and the Union Representative may make representations and ask questions concerning the events and circumstances.

#### **12.03 Notification of Disciplinary Action**

The employee and the Union Representative shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by NAV CANADA within a reasonable period of that action having been taken.

#### **12.04 Copy of Disciplinary Notice**

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative or sent by registered mail to their last known address within forty-eight (48) hours of its placement on the employee's personnel file.

#### **12.05 Prohibition on Use of Documentation**

NAV CANADA agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

#### **12.06 Sunset Clause**

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been

recorded during this period. The employee shall be notified orally when such notice has been destroyed.

#### 12.07 **Conflict of Interest**

It is agreed that where there is the possibility of a conflict of interest the employee shall be afforded the opportunity to have his or her Union Representative meet with NAV CANADA to discuss the possible conflict of interest before a decision is given by NAV CANADA on the matter.

## **ARTICLE 13**

### **JUST CAUSE**

- 13.01 No employee shall be disciplined or terminated except for just cause. However, the termination of a probationary employee for non-disciplinary reasons may be carried out at the discretion of NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

## **ARTICLE 14**

### **NO DISCRIMINATION OR HARASSMENT**

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.
- 14.02 Grievances arising from Article 14.01 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.
- 14.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.



## ARTICLE 15

### OPERATING IRREGULARITIES

#### 15.01 **Representative Rights**

At any administrative inquiry, hearing or investigation conducted by NAV CANADA into an operating irregularity, where the actions of an Air Traffic Controller may have had a bearing on the events or circumstances leading thereto, and the Controller is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she may be accompanied by a Union representative of his or her choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than twenty four (24) hours from the time of notification to the employee.

#### 15.02 **Circumstances of Proceeding**

The Controller and his or her representative may require NAV CANADA's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by NAV CANADA before the Controller is required to answer any questions put to him or her.

#### 15.03 **Participation**

The Controller and his or her representative may make representations and direct questions concerning the irregularity or events and circumstances leading thereto, to NAV CANADA's representative in charge in any Company inquiry, hearing or investigation.

#### 15.04 **Notification of Completion**

- (a) NAV CANADA shall notify the Controller and where applicable his or her representative, of the completion of the report of a Company proceeding pursuant to clause 15.01 of this agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Controller, and where applicable his or her representative, to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary.
- (b) Subsequent opportunities to read the same report and findings will be provided to the Controller, and where applicable his or her representative, upon written request.

#### **15.05 Pay and Hours of Work**

- (a) A Controller called as a witness, or his or her representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.
- (b) A Controller, called by a NAV CANADA inquiry as a witness outside of his or her scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) A Controller having primary involvement in an operating irregularity will not be scheduled to perform his or her operational duties on a shift during the same day or on a shift where his or her majority of hours fall on the day of an interview.

#### **15.06 Restricted Information**

NAV CANADA agrees to treat live or recorded video and audio, computer readouts of ATC operations, and transcripts of audio recordings as restricted information, not normally available to the public unless required by law. However in cases where NAV CANADA's legal counsel has determined that there will be no Company involvement in any subsequent civil litigation NAV CANADA may, after consultation with the Union, permit lawyers to make their own transcript under supervision.

#### **15.07 Participation in Fact Finding Boards**

It is agreed that an operating controller will be named as a member of any NAV CANADA fact finding board investigating an operating irregularity.

#### **15.08 Review of Tapes and Readouts**

- (a) A controller required to appear before any NAV CANADA inquiry, hearing or investigation shall, in the company of his or her representative if he or she so desires, but under supervision, be allowed to review any relevant video and audio recordings and computer readouts of ATC operations where available. In addition, the controller shall be provided with a transcript of relevant audio recordings. The foregoing shall take place prior to the controller being required to answer questions put to him or her by NAV CANADA's representative.
- (b) Where possible, NAV CANADA shall permit a controller and his or her representative the same access set out in (a) above prior to a non-Company inquiry, hearing or investigation with respect to an operating irregularity.

#### 15.09 Use of Recorded Information

The parties agree that recorded video and audio, computer readouts of ATS operations and transcripts of audio recordings are intended to provide a record of such communications for use in the monitoring of ATS operations and the investigation of operating irregularities, infractions, incidents or accidents. The parties further agree that as such, these recordings, readouts or transcripts are not normally intended to provide evidence before third parties, except that:

- (a) NAV CANADA may use such recordings, readouts and transcripts as evidence before third parties in disciplinary or non-disciplinary cases involving a controller's competency;
- (b) in the event that NAV CANADA wishes to use such recordings, readouts and transcripts before a third party pursuant to a) above, such recordings, readouts and transcripts shall be first reviewed with a National Representative of the Union; and
- (c) such recordings, readouts and transcripts may be used in the review of a controller's disciplinary or non-disciplinary competency.

#### 15.10 Operating Irregularity

- (a) Where an operating irregularity occurs that could be the subject of an investigation, and where the circumstances that gave rise to the operating irregularity are not as a result of wilful misconduct or gross negligence on the part of an air traffic controller, and where as a result of that operating irregularity the employee's air traffic control license is suspended, excluding suspension of the Medical Certificate, by a regulatory agency, then the employee shall suffer no loss of his or her normal pay for up to 30 calendar days, during such period of licence suspension. It is acknowledged that the controller will be assigned other related duties during such period of suspension.
- (b) No OSI report or information gathered in an OSI process shall be used for disciplinary purposes.
- (c) If an irregular occurrence has taken place, managers shall immediately arrange for the removal, from operational duties, of any controller directly involved in the occurrence until the circumstances have been fully examined.
- (d) Removal from operational duties is mandatory and is always applicable except where it is immediately clear and obvious to both the controller and the manager that the incident was caused solely by external influences and

that the full responsibility rests elsewhere. This action shall be taken without prejudice and shall not be considered as punitive or disciplinary.

#### **15.11 Legal Representation**

NAV CANADA shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, Transportation Safety Board or Transport Canada Investigation, or who is a party to civil legal action, arising out of the performance of the employee's duties as an air traffic controller.

- (a) In the circumstances outlined above:
  - (i) if the employee so desires, the employee may select legal counsel of his or her choice and the legal fees for such representation shall be borne by the employee;
  - (ii) in the event that a conflict of interest arises, the Union and/or the employee may select legal counsel of their choice to represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, NAV CANADA will reimburse the Union and/or the employee for all reasonable legal fees.
- (b) A grievance arising from the application of this clause shall begin at the final step of the grievance procedure.

## ARTICLE 16

### HOURS OF WORK

#### Operating Employees

##### 16.01 Hours of Work

- (a) Thirty-six (36) hours per week, averaged over a fifty-six (56) day period, shall constitute the workweek.
- (b) The hours referred to in (a) above, are inclusive of a mandatory fifteen (15) minute briefing period in which the employee shall prepare himself or herself to assume his or her duties prior to the commencement of each shift.

##### 16.02 Shift Cycle

Following the signing of the collective agreement and within 20 days after the Employer has distributed the "34/22 shift cycles" the Union shall conduct a vote amongst the operating employees at each ATC facility to determine whether the employees at that facility prefer to work a "17/11 shift cycle" (paragraph 'a' below) or a "34/22 shift cycle" (paragraph 'b' below).

The shift cycle selected shall be implemented in accordance with the pre-existing 56 day periods and with at least 15 calendar days notice, and shall be worked at that facility for the duration of the current collective agreement. Should the Union not select a shift cycle through this process, the existing shift cycle at that facility shall remain in place.

Availability of controllers for overtime shall be the same in units which adopt the "34/22 shift cycle" as in unit on the "17/11 shift cycle" (65 days annually), even though this means that employees in the former units will not always enjoy two consecutive days of rest.

There will be no gain or loss of pay or hours in transitioning to or from either of these shift cycles.

- (a) The "17/11 shift cycle" for operational controllers shall conform to the following:
  - (i) shift cycles shall be comprised of seventeen (17) days of work and eleven (11) days of rest over a 28 day period;
  - (ii) shift cycles shall consist of any combination and/or permutation of the following:
    1. six (6) days on, four (4) days off; six (6) days on, four (4) days off; five (5) days on, three (3) days off;
    2. six (6) days on, four (4) days off; six (6) days on, three (3) days off; five (5) days on, four (4) days off;
    3. six (6) days on, five (5) days off; six (6) days on, three (3) days off; five (5) days on, three (3) days off;
    4. six (6) days on, three (3) days off; six (6) days on, three (3) days off; five (5) days on, five (5) days off.
  - (iii) days of rest shall be consecutive and not less than three (3);
  - (iv) The regular schedule shall include a minimum of thirteen (13) weekends (Saturday and Sunday together) scheduled off in every twelve (12) month period.
- (b) The "34/22 shift cycle" for operational controllers shall consist of the following:
  - (i) Shift cycles shall be comprised of thirty-four (34) days of work and twenty-two (22) days of rest over a 56 day period.
  - (ii) Shift cycles shall consist of five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; five (5) days on, three (3) days off; four (4) days on, four (4) days off; or
  - (iii) The Employer may, where there is a reduced staffing requirement on the weekends in a unit or specialty, schedule some cycles as follows:
    - (1) Four (4) days on starting on a Monday, followed by three (3) days off; four (4) days on, three (3) days off; four (4)

days on, three (3) days off; five (5) days on, two (2) days off; or

(2) Four (4) days on starting on a Tuesday, followed by three (3) days off; four (4) days on, three (3) days off; four (4) days on, two (2) days off; five (5) days on, three (3) days off.

(c) The shift cycles worked by Unit Operations Specialists shall be determined by NAV CANADA and shall be either:

(i) four (4) days on three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or

(ii) four (4) days on three (3) days off; four (4) days on three (3) days off; four (4) days on two (2) days off; five (5) days on three (3) days off.

(d) **Shift Cycle Optimization**

(i) NAV CANADA will introduce optimized shift cycles commencing November 1<sup>st</sup>, 1999. Once implemented and subject to Article 16.03, NAV CANADA will not modify the optimized shift cycles for a period of at least twelve (12) months. Thereafter, NAV CANADA will not modify the above optimized shift cycles for at least a twelve (12) month period after each optimization change, except for those amended in accordance with 16.03.

(ii) Shift cycles shall be posted at least sixty (60) calendar days prior to a change. All employees must select their individual choices within thirty (30) calendar days from the commencement of the notice period. Shift cycles shall be selected by seniority. Individuals failing to make a selection will be assigned a shift cycle.

### 16.03 Changes to an Employee's Shift Cycle

(a) NAV CANADA may amend the shift cycle applicable to an employee for the purpose of providing training to employees, provided that;

(i) such amendments shall not be made without at least fifteen (15) calendar days' notice to the employee affected and,

- (ii) in any twelve (12) month period referred to in 16.02(b)(i) not more than five (5) of each employee's days of rest may be converted to working days, and,
  - (iii) each day of rest converted to a working day in accordance with paragraph (ii) above shall be rescheduled as a day of rest to be contiguous to a period of days of rest. This reimbursement must be completed within sixty (60) days of the date the converted day of rest would have occurred had the shift cycle not been amended, and,
  - (iv) the employee shall be compensated for converted days of rest not scheduled in accordance with this Article or not rescheduled in accordance with paragraph (iii) at the overtime rate.
- (b) Where an employee is required to attend a training program outside of his or her headquarters area, for a period of less than thirty (30) consecutive calendar days, NAV CANADA may amend the shift cycle applicable to the employee for the duration of the training period. No overtime shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change. The days of rest converted to working days under this clause shall be in addition to the five (5) days specified in clause 16.03(a)(ii). For the purpose of this clause, meal and relief breaks are exclusive of the hours stipulated in Clause 16.01.
- (c) In order to balance the schedule, NAV CANADA may amend an employee's shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the change is provided to the employee at least fifteen (15) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.

Prior to altering an employee's shift cycle, NAV CANADA will attempt to accomplish the change by using volunteers. If there are no volunteers, the cycle of the employee with the least seniority may be changed.

- (d) When an employee is required to undergo remedial training specifically recommended by a Fact Finding Board or an Administrative Inquiry, NAV CANADA may amend the employee's shift cycle for the period of such training. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation shall be payable



for all hours worked in excess of those stipulated under clause 16.01 as a result of the change.

- (e) It is understood that certain employees, may be required to change their shift cycle for varying periods of time in order to carry out non control duties. When such change is required, the cycle shall be determined by NAV CANADA and shall be either:
  - 1. four (4) days on three (3) days off; four (4) days on three (3) days off; four (4) days on three (3) days off; five (5) days on two (2) days off, or
  - 2. four (4) days on three (3)days off; four (4) days on three (3)days off; four (4) days on two (2) days off; five (5) days on three (3) days off
    - (i) No change in such an employee's cycle will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more.
    - (ii) Advance notice of such requirement which will involve a change in the employee's cycle should be given at least fifteen (15) calendar days prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which he or she had not received fifteen (15) calendar days' notice.
    - (iii) The provisions of this clause shall not be applied to an employee for a period or periods in excess of an aggregate of eight (8) months in any twelve (12) month period.

#### 16.04 **Shift Schedules**

- (a) Shift schedules shall be posted at least fifteen (15) calendar days in advance in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee's scheduled hours of work.
- (b) If it is necessary to amend the posted schedule, NAV CANADA will make every reasonable effort to contact the employee affected by the amendment to advise him or her of the change at the earliest possible opportunity. If the employee has serious objections to the amendment, NAV CANADA shall make every reasonable effort to accommodate the

employee provided that it will not result in any additional overtime payments than would have otherwise been the case if the employee had not been so accommodated.

- (c) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice shall be compensated at the rate of time and one-half (1 1/2) for all hours worked on the first shift on the revised schedule which are outside of the employee's original scheduled hours of work. Subsequent shifts worked on the revised schedule shall be paid for at the straight-time rate.
- (d) NAV CANADA shall:
  - (i) not schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift,
  - (ii) not schedule regular shifts of less than six (6) hours' or more than eleven (11) hours' duration.
  - (iii) ensure that the employee's first scheduled shift of a sequence of consecutive days of work, exclusive of overtime, shall start later than 5:29 a.m. of the calendar day on which the sequence begins.
- (e) NAV CANADA shall not schedule split shifts.

#### 16.05 **Shift Exchanges**

- (1) Equally qualified employees may exchange shifts provided:
  - (a) the provisions of clause 16.04(d)(i) or clause 20.04 are not violated,
  - (b) the employees shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change,
  - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld,
  - (d) it will not require the payment of overtime,
  - (e) once such an exchange of shifts has been approved, it will be the responsibility of the employees involved to report for duty in accordance with the approved revision,

- (f) if there is a difference in the length of the shifts being exchanged, NAV CANADA will only consider the original scheduled shift length when balancing the hours of work,
  - (g) balancing of hours resulting from shift exchanges will be a private matter between individuals.
- (2) An employee may exchange his/her own scheduled shift with a prior vacant shift on the schedule in accordance with all of the following rules:
- (a) the provisions of clause 16.04(d)(i) or clause 20.04 are not violated;
  - (b) the employee shall make every reasonable effort to provide a minimum of twenty-four (24) hours' advance notice of the change;
  - (c) the shift change receives the approval of NAV CANADA, which shall not be unreasonably withheld;
  - (d) it will not require any additional payment of overtime or time off in lieu;
  - (e) where there is a difference in the length of the shifts being exchanged, NAV CANADA will endeavour to redistribute the hours to ensure the total hours worked are not altered as a result of the exchange, otherwise the exchange will not be approved;
  - (f) there is no negative operational impact;
  - (g) the day of rest must be worked prior to taking the balancing shift off;
  - (h) the employee requesting a shift exchange shall be responsible for arranging the replacement for their vacated shift;
  - (i) the exchange must be completed on the current published schedule(s);

#### **16.06 Change in Employee Status**

It is understood that certain employees may be required to change from an operating employee to a non-operating employee for varying periods of time. Subject to clause 16.03(e)2(iii) no change in such an employee's status will be made unless the requirement to change is consistent for thirty (30) consecutive calendar days or more. Advance notice of such requirement which will involve a change in the employee's status should be no less than fifteen (15) calendar days

prior to the earliest date that the changed circumstances may commence. If notice of the change is less than fifteen (15) calendar days, the employee shall be paid a premium of four (4) hours' pay at the straight-time hourly rate for each shift or day worked during the period of the change for which he or she had not received fifteen (15) calendar days' notice. Such notice shall not be required nor is the premium payable when the employee concerned is promoted or is acting in a higher level position or the change is in response to the employee's request.

This clause does not apply to an Air Traffic Controller-in-Training prior to the completion of his or her ab-initio training at NCTI.

#### **16.07 Meal and Relief Breaks**

Where operational requirements permit, NAV CANADA will provide operating employees with meal and relief breaks.

#### **Non-Operating Employees**

#### **16.08 Hours of Work**

(a) Thirty-seven and one-half (37 1/2) hours exclusive of lunch periods shall constitute the normal workweek for non-operating employees.

(b) **Attendance Registers**

Non-operating employees will submit weekly attendance registration only to report leave or overtime.

#### **16.09 Instructor Teaching Hours**

Instructors will not be required to provide formal instruction (be formally in contact with the students in a classroom, laboratory, or simulator environment) to students in excess of an average of twenty-five (25) hours per week over a twelve (12) month period. Such hours are part of the hours of work set out in clauses 16.01 and 16.08.

## ARTICLE 17

### PAY

- 17.01 Except as provided in this Article and relevant Letters of Understanding, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- 17.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the employee's substantive position.
- 17.03 (a) When an employee is required by NAV CANADA to perform the duties of a higher classification level for a period of at least four (4) consecutive working days, the employee shall be paid the pay of the higher level, calculated from the date on which the employee commenced to perform the duties of the higher level.
- (b) An employee required by NAV CANADA to assume the responsibility for air traffic control duties requiring the possession of a valid air traffic controller licence, or letter of authority, and which duties are the responsibility of a position classified at a higher level, shall be compensated as established in (a) above.
- (c) An employee who is required to perform the duties of a higher classification level will not be arbitrarily assigned and reassigned between his or her substantive position and the acting position solely for the purpose of avoiding entitlement to acting pay in the higher level position.
- 17.04 The additional compensation for employees required to perform duties or assume responsibilities in accordance with clause 17.03 shall be calculated as follows:
- (a) **Hours of work of the higher level position the same as those of the substantive position**
- Determine the difference in the hourly rate between the employees' substantive position and the higher level position.
- (b) **Hours of work of the higher level position different from those of the substantive position**
- Establish the difference in annual rates between the employees' substantive and higher level position. Divide this difference by the standard number of hours per year in the higher level position.

Multiply the result of (a) or (b) by the number of hours in each calendar month that the employee performed the duties of the higher level position. NAV CANADA will endeavour to make cash payment of compensation for performing higher level duties in the month following the month in which the higher level duties were performed.

- 17.05 Where an employee, through no fault of his or her own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00) and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by NAV CANADA to limit recovery action to not more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.
- 17.06 NAV CANADA will notify the Union in writing thirty (30) days in advance of the creation of any new jobs within the bargaining unit.
- 17.07 The pay increment date for an employee assigned to a position in the bargaining unit on promotion, demotion, or from outside NAV CANADA shall be the day immediately following the completion of the pay increment period listed below as calculated from the date of the promotion, demotion, or assignment from outside NAV CANADA.

PAY INCREMENT PERIODS

<u>Level</u>	<u>Full-Time Employees</u>
AI-00	26 weeks
AI-1 to AI-7 (inclusive)	52 weeks

17.08 **On-the-Job Training Bonus**

When an operating controller in a control tower, terminal control unit or area control centre who is qualified to provide on-the-job training, is required to provide training to another controller or controller-in-training who is actively controlling air traffic, and the trainee is operating on the authority of the air traffic control licence of the trainer, the trainer shall be entitled to receive eight dollars and fifty cents (\$8.50) for each hour so engaged. The duration for such on-the-job training will be in accordance with unit standards for such training.

## **ARTICLE 18**

### **SUPERVISORY DIFFERENTIAL**

18.01 A supervisory differential as established in Appendix “D”, shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard and who perform supervisory duties.

## ARTICLE 19

### OPERATIONAL FACILITY PREMIUM

- 19.01 In addition to all other entitlements the employee may be eligible to receive, each operating employee employed in an Area Control Centre, a Control Tower, or a Terminal Control Unit, shall be paid a premium for each calendar month in which the employee has earned at least ten (10) days' pay while subject to this clause, based on the formula

Annual Operational Facility Premium as specified in Appendix B to this agreement for the facility in which the employee is employed, divided by twelve (12).

NOTE:

An employee undergoing training (ab initio) will not be entitled to the Operational Facility Premium (OFP) until qualified (initial checkout) at his or her first location. On check-out at that location, the employee shall be entitled to the OFP of that location.

Any other employee who is entitled to OFP at a location and who moves to another location for the purposes of training will retain the OFP for his or her originating location until qualification (checkout) at his or her new location, at which time he or she will be entitled to the OFP corresponding to the new location.

Such premium shall not constitute a part of rates of pay for the purposes of this agreement.

- 19.02 Operating employees in an ATC facility that comes into operation during the life of this agreement shall be paid an annual premium in an amount mutually agreed to by the parties.

Such amount will be paid on an interim basis pending the assignment of that facility to Appendix B.



## ARTICLE 20

### OVERTIME

20.01 Time worked by an employee in excess or outside of his or her scheduled hours of work shall be considered as overtime.

20.02 (a) An operating employee shall be paid for overtime worked by him or her at two (2) times his or her straight-time hourly rate.

A non-operating employee shall be paid for overtime worked by him or her at one and one-half (1 1/2) times his or her straight-time hourly rate except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at two (2) times his or her straight-time hourly rate for each hour worked on the second and subsequent days of rest.

An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

An employee at his or her request, shall be granted time off in lieu of overtime at the appropriate overtime rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of overtime, the employee must indicate this to his or her supervisor prior to the end of the month in which the overtime occurred.

Where an employee has not utilized accumulated time off in lieu of overtime by the end of the fiscal year, the unused portion will be paid off at the appropriate overtime rate.

(b) Except as provided in clause 20.02(a) NAV CANADA will endeavour to make cash payment for overtime in the month following the month in which the overtime was worked.

(c) Where an employee works in excess of the regularly scheduled hours of work on a day that is a holiday, the employee shall be paid at two (2) times his or her straight-time hourly rate for all hours worked in excess of his or her regularly scheduled hours.

(d) When an employee works overtime on a day of rest and where such overtime assignment does not commence and end on the same day, such

assignment shall be considered for all purposes to have been entirely worked:

- (i) on the day it commenced where half or more of the hours worked fall on that day, or
- (ii) on the day it terminates where more than half of the hours worked fall on that day.

20.03 NAV CANADA will endeavour to keep overtime work to a minimum and shall assign overtime equitably among employees who are qualified to perform the work that is required at the location concerned.

20.04 Except in an emergency, no operating employee shall work more than twelve (12) consecutive hours or more than nine (9) consecutive days.

## ARTICLE 21

### CALL-IN

#### 21.01 Entitlement

When an employee is called in to work overtime that is not contiguous to the employee's scheduled shift, the employee is entitled to the greater of:

(a) compensation at the applicable overtime rate,

or

(b) compensation equivalent to four (4) hours' pay at his or her straight-time hourly rate.

## **ARTICLE 22**

### **SHIFT PREMIUM**

- 22.01 Operating employees and Instructors will receive a shift premium of nine dollars (\$9.00) for each shift worked between the hours of 1600 and 0800.
- 22.02 An employee who works four (4) or more hours during the period specified above shall be paid the shift premium.

## **ARTICLE 23**

### **TRAVEL**

#### **23.01 Method of Travel**

Where an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee's method of travel shall be determined by NAV CANADA. However, if an employee wishes to use a different method, the employee's wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

#### **23.02 Compensation**

When required to travel, the employee will be compensated in the following manner:

- (a) On a normal working day on which he or she travels but does not work, the employee shall receive his or her normal pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his or her normal pay for the day for a combined period of travel and work but not exceeding his or her normal hours of work,  
  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of the employee's normal hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of ten (10) hours' pay at the applicable overtime rate.

#### **23.03 Conditions**

When an employee is required by NAV CANADA to travel to or from the employee's headquarters area as normally defined by NAV CANADA, the employee may in accordance with paragraph 23.01 above:

- (a) Elect to travel via scheduled air carrier at the most economical air fare or its equivalent; or
- (b) Be requested by NAV CANADA, or elect to use privately-owned transportation and be reimbursed at NAV CANADA requested rate in NAV CANADA's Travel Directive.
- (c) When the employee elects under paragraph (b) above to use privately-owned transportation, the employee shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.
- (d) Employees traveling to or from Ottawa or the NAV CANADA Training Institute for temporary assignments in excess of five (5) days, whose headquarters area is in Newfoundland or the Pacific or Western Region, who elect to use privately-owned transportation under paragraph (b) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. An employee travelling to or from Ottawa or the NAV CANADA Training Institute for temporary assignments in excess of five (5) days, whose headquarters is in the Pacific Region will be allowed a day with pay in addition to the day noted immediately above.
- (e) An employee who elects to use privately-owned transportation under paragraph (b) above shall be reimbursed at the rate shown in NAV CANADA's Travel Directive, or an amount equal to the most economical air fare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses.

#### **23.04 Hotel Directory**

When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the NAV CANADA Hotel Directory. He or she will choose accommodation which his or her supervisor agrees is convenient for the purposes of the travel and which does not require unnecessary related transportation costs. Where the work site is an airport, transportation costs between the airport and the hotel which do not exceed the official airport limousine fares shall not be deemed to be unnecessary related transportation costs.

#### **23.05 Application of Travel Directive**

Except as may be modified in this agreement, employees shall be reimbursed for all travel expenses in accordance with the current NAV CANADA Travel Directive.

## ARTICLE 24

### SICK LEAVE

- 24.01 An employee shall earn sick leave credits at the rate of ten decimal five nine (10.59) hours for each calendar month for which that employee receives pay for at least ten (10) days.
- 24.02 An employee is eligible for sick leave with pay when the employee is unable to perform his or her duties because of illness or injury provided that:
- (a) the employee has the necessary sick leave credits,
- and
- (b) the employee satisfies NAV CANADA of this condition in such manner and at such time as may be determined by NAV CANADA.
- 24.03 Unless otherwise informed by NAV CANADA before or during the period of illness or injury that a certificate from a qualified medical practitioner, licensed chiropractor, dentist, dental surgeon or orthodontist will be required, a statement signed by the employee stating that because of this illness or injury the employee was unable to perform his or her duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 24.02(b):
- (a) if the period of leave requested does not exceed five (5) days,
- and
- (b) if in the period from April 01 to date, the employee has not been granted more than ten (10) days' sick leave wholly on the basis of statements signed by the employee.
- 24.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.
- 24.05 Where the employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 24.02, sick leave with pay may, at the discretion of NAV CANADA, be granted for a period of up to one hundred and twenty-seven decimal zero five (127.05) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 24.06 The amount of sick leave with pay already credited to an employee by NAV CANADA at the time this agreement is signed shall be retained by the employee.

24.07 NAV CANADA agrees that in the event of an employer initiated release for incapacity by reason of ill health, an employee may exhaust any remaining accumulated sick leave credits prior to his or her release.



## **ARTICLE 25**

### **INJURY ON DUTY LEAVE**

- 25.01 Subject to clause 25.02 when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:
- (a) a claim has been filed with the appropriate worker's compensation authority;
  - (b) NAV CANADA has been notified by that worker's compensation authority that the employee's claim has been granted;
  - (c) the employee agrees to remit to NAV CANADA any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium.
- 25.02 Paid injury on duty leave shall not be granted in any province where it is prohibited by provincial legislation, nor for any period of time or in any amount which would limit compensation payments under any provincial workers' compensation legislation.

## **ARTICLE 26**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **26.01 General Provisions for Leave Request**

In respect of any requests for leave under this Article, the employee, when required by NAV CANADA, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by NAV CANADA and confirmed in writing.

#### **26.02 Bereavement Leave with Pay**

For the purpose of this clause, immediate family is defined as father, mother, foster parent, brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), ward of the employee, father-in-law, mother-in-law, step relatives and relative(s) permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which includes the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, NAV CANADA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 26.02(a) and (b).

#### **26.03 Maternity Leave Without Pay**

##### **Entitlement**

- (a) Subject to the medical licensing requirements for air traffic controllers, an employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the

termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy.

- (b) NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (c) An employee who has not commenced maternity leave without pay may elect to use earned vacation leave, lieu days and compensatory leave credits up to and beyond the date that her pregnancy terminates.
- (d) An employee shall inform NAV CANADA in writing of her plans for taking leave with and without pay to cover her absence from work due to her pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (e) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **Return to Work**

- (f) After completion of six (6) months’ continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan (SEB).
- (g) An applicant under clause 26.03(f) shall sign an agreement with NAV CANADA, providing:
  - (i) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay.
  - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with NAV CANADA’s consent.
- (h) Should the employee fail to return to work as per the provisions of clause 26.03(g)(i) and (ii) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the amount received as maternity leave allowance.

### **Supplementary Employment Benefit Plan**

- (i) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of ninety-three per cent (93%) of her weekly rate of pay for this two (2) week waiting period less any other monies earned during this period, and
  - (ii) up to a maximum of fifteen (15) additional weeks' payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
  - (iii) for a full-time employee, the weekly rate of pay referred to in this clause shall be the weekly rate of pay for her substantive position on the day immediately preceding the commencement of the maternity leave, and
  - (iv) where an employee becomes eligible for an annual increment or an economic adjustment during the benefit period, payments under this clause shall be adjusted accordingly.

### **Medical Fitness**

- (j) In the event that an employee is assessed medically unfit due to pregnancy, prior to the termination of her pregnancy, NAV CANADA will give every reasonable consideration to assigning non-operational duties to that employee for which she is qualified.

### **26.04 Leave Related to Birth or Adoption**

NAV CANADA shall grant to an employee one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

### **26.05 Marriage Leave**

After the completion of one (1) year's continuous employment in NAV CANADA, an employee who gives NAV CANADA at least twenty (20)

days' notice, shall be granted marriage leave with pay of not more than two (2) days, for the purpose of getting married.

#### **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.

#### **26.07 Other Leave Without Pay**

NAV CANADA may grant leave without pay for any purpose.

#### **26.08 Court Leave With Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

(a) to be available for jury selection;

(b) to serve on a jury;

or

(c) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury;

(ii) before a court, judge, justice, magistrate or coroner;

(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his or her position;

(iv) before a legislative council, legislative assembly or house of assembly, or national assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **26.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children**

An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA / the Public Service;
- (d) leave granted under this clause for a period of more than twelve (12) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

#### **26.10 Parental Leave Without Pay**

- (a) An employee who intends to request parental leave shall notify NAV CANADA at least fifteen (15) weeks in advance of the expected date of the birth or adoption of the employee's child.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth or adoption and subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks beginning on the date of childbirth or adoption (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth or adoption.
- (c) NAV CANADA may:
  - (i) defer the commencement of parental leave without pay at the request of an employee;
  - (ii) require an employee to submit a birth certificate or adoption record of the child.

- (d) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of one child shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the purpose of calculating severance pay and vacation leave entitlements. Time spent on such leave shall be counted for pay increment purposes.

## **ARTICLE 27**

### **VACATIONS**

#### **27.01 Operating Employees**

An operating employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:

- (a) one hundred and twenty seven decimal zero five (127.05) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
- (b) one hundred and sixty nine decimal four (169.4) hours per vacation year if the employee has completed eight (8) years of continuous employment;
- (c) two hundred and eleven decimal seventy five (211.75) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;
- (d) two hundred and fifty four decimal one (254.1) hours per vacation year if the employee has completed thirty (30) years of continuous employment.

#### **27.02 Non Operating Employees**

A non-operating employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:

- (a) one hundred and twelve decimal five (112.5) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
- (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
- (c) one hundred and eighty-seven decimal five (187.5) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;
- (d) two hundred and twenty-five (225) hours per vacation year if the employee has completed thirty (30) years of continuous employment.

27.03 An employee who has not received at least ten (10) days' pay for each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate



referred to in clauses 27.01 and 27.02 for each calendar month for which he or she receives at least ten (10) days' pay.

27.04 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.

27.05 Subject to operational requirements NAV CANADA shall make every reasonable effort to schedule an employee's vacation leave during the vacation year it is earned. Where in any vacation year NAV CANADA has not scheduled all of the vacation leave credited to an employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.

27.06 Employees shall take vacation leave on the basis of the schedule being worked.

27.07 (a) The vacation year extends from April 1 to March 31 and vacation may be scheduled by NAV CANADA at any time during this period.

(b) Local representatives of the Union shall be given the opportunity to consult with representatives of NAV CANADA on vacation schedules. Consistent with efficient operating requirements NAV CANADA shall make every reasonable effort to schedule vacations in a manner acceptable to employees.

(c) It is agreed by the parties, in accordance with the intent of Article 27 that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned. However, an employee may elect, for vacation periods scheduled to be taken after October 1, to carry forward into the next vacation year unused vacation up to a maximum of ten (10) working days subject to the following conditions:

(i) that any vacation period carried forward from the previous vacation year and utilized by any employee does not disrupt vacation schedules in the current vacation year nor prevent another employee from taking his or her regularly scheduled vacation for that year;

(ii) that the days which are carried over from the previous vacation year are taken at a time which is acceptable to both NAV CANADA and the employee;

(iii) that an employee's vacation earned in the vacation year will be utilized before days carried forward from the previous vacation year;

- (iv) that in cases where vacation credits from the previous vacation year have not been fully utilized by the end of the next vacation year any outstanding carry-over vacation credits will be paid off at the employee's straight-time rate of pay in effect at that time. This provision does not apply to vacation leave accumulated prior to April 1, 1976.

27.08 Where, in respect of any period of vacation leave, an employee is granted bereavement leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by NAV CANADA, or reinstated for use at a later date.

27.09 Where an employee dies or otherwise terminates his or her employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

27.10 Subject to 27.11, where an employee dies or voluntarily terminates his or her employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave and (furlough leave) by the straight-time rate of pay applicable to the employee immediately prior to the termination of the employee's employment.

27.11 An employee whose employment is terminated by reason of a declaration that the employee abandoned his or her position is not entitled to receive the payment referred to in 27.10, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

**27.12 Recall from Vacation Leave**

Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by NAV CANADA, that he or she incurs:

- (a) in proceeding to the employee's place of duty,

and

- (b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled, after submitting such accounts as are normally required by NAV CANADA.

27.13 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 27.12 to be reimbursed for reasonable expenses incurred by him or her.

27.14 (a) NAV CANADA agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks' notice is received from the employee in advance of the day payment is required.

(b) Provided an employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.

Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

## **ARTICLE 28**

### **HOLIDAYS**

#### **28.01 Designated Holidays**

The following days shall be designated holidays for employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) One additional day in each year that, in the opinion of NAV CANADA, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where no such day is so recognized, the first Monday in August;
- (l) Any other day that is proclaimed by law as a national holiday.

#### **28.02 Holiday on Day of Rest**

For non-operating employees, when a day designated as a holiday under 28.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his or her day of rest.

### 28.03 **Work on Holiday (Non-Operating Employees)**

When a non-operating employee works on a holiday the employee shall be paid, in addition to the pay he or she would have received had he or she not worked on the holiday, one and one-half (1 1/2) times his or her straight-time hourly rate for all regularly scheduled hours worked by him or her on the holiday.

An employee at his or her request, shall be granted time off in lieu of cash payment at that rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of cash payment he or she must indicate this to his or her supervisor prior to the end of the month in which he or she worked on the holiday.

Where an employee has not utilized this accumulated time off by the end of the fiscal year, the unused portion will be paid off at the straight time rate in effect at that time.

### 28.04 **Work on Holiday (Operating Employees)**

Where an operating employee works on a holiday the employee shall be paid at one and one-half (1 1/2) times his or her straight-time hourly rate for all regularly scheduled hours worked by the employee on the holiday.

### 28.05 **Lieu Leave (Operating Employees)**

For operating employees,

- (a) (i) On September 1<sup>st</sup>, 1999 an employee shall be credited with an additional one point three (1.3) hours of lieu leave. (This is in addition to the hours that have been granted as of April 1, 1999.)
- (ii) On April 1<sup>st</sup> of each year thereafter, an employee shall be credited with ninety three point one seven (93.17) hours of lieu leave.
- (b) Lieu leave may be scheduled as an extension to vacation leave or as occasional leave and shall be charged against the lieu leave credits on an hour-for-hour basis.
- (c) Consistent with operational requirements and subject to adequate notice, NAV CANADA shall make every reasonable effort to schedule lieu leave at times desired by the employee.

- (d) Where in any vacation year an employee has not utilized all of the lieu leave credited to him or her, the employee may elect to carry forward into the next vacation year the unused portion of his or her lieu leave.
- (e) Lieu leave earned in the vacation year will be utilized before lieu leave carried forward from the previous vacation year.
- (f) At the employee's option, any lieu leave which cannot be liquidated by the end of the vacation year in which it is earned will be paid off at the employee's straight-time rate of pay in effect at that time.
- (g) In cases where lieu leave from the previous vacation year has not been fully utilized by the end of the current vacation year, any outstanding carry-over lieu leave credits will be paid off at the employee's straight-time rate of pay in effect at that time.
- (h) Any leave granted under the provisions of this clause in advance of holidays occurring after the date of an employee's separation or after he or she becomes subject to clause 16.08 shall be subject to recovery of pay.

**28.06 Absence on Qualifying Days**

- (a) An employee who is absent without pay on both the working day immediately preceding and the working day following the holiday shall not be paid for the holiday.
- (b) An employee who is absent without permission and who is not on sick or special leave on a designated holiday, on which he or she is scheduled to work, shall not be entitled to be paid for the holiday.

## **ARTICLE 29**

### **TRAINING**

29.01 NAV CANADA shall determine training requirements and the means and methods by which training shall be given and shall provide operating employees with adequate training and instruction on equipment and procedures prior to their introduction and refresher training, where appropriate.

#### **29.02 Definitions**

##### **Familiarization Flights**

A flight during which an employee may be permitted to visit the cockpit of the aircraft during a flight.

##### **Unit Visit**

An on-site tour of an air traffic control facility during which the employee has the opportunity to observe all aspects of the operation.

##### **Flight/Visit Period**

The period commencing January 1, 1985 and each new period commencing at three-year intervals from that date.

##### **Adjacent U.S.A. Unit**

New York  
Boston  
Chicago  
Cleveland  
Minneapolis  
Seattle  
Oakland

##### **Long Range Flight Units**

Honolulu  
London  
Paris  
Frankfurt  
Amsterdam

### **Domestic Flight**

A flight to a unit located in Canada or the U.S.A.

### **Long Range Flight**

A flight to a unit located outside North America and contained in the definition of Long Range Flight Units.

### **Adjacent Unit**

A unit in another Flight Information Region (FIR) which has a common boundary with the FIR in which the employee's unit is located. The unit visited shall be the appropriate type of unit in the FIR selected, located the shortest airline distance from the employee's unit.

- 29.03 (a) NAV CANADA shall provide familiarization flights to all employees having three (3) or more years' service as a licensed air traffic controller who are listed in Appendix C to this agreement except those employees who are in receipt of Short or Long Term Disability benefits.
- (b) Eligible employees will be entitled to one (1) return flight involving not more than three (3) days' absence from their normal place of duty during each Flight/Visit Period. Controllers from the Gander Area Control Center shall be entitled to four (4) days' absence if visiting both London and Prestwick in accordance with (c) below. Employees will be considered as being on duty for each of the days scheduled as part of the flight/visit, but these days are not required to be consecutive.
- (c) Where the employee is entitled to a Long Range Flight one may be selected every six years {two (2) Flight/Visit periods} and will normally be alternated with a Domestic Flight. Controllers from the Gander Area Control Center will be allowed to continue the practice of visiting London and/or Prestwick control facilities as part of such a Long Range Flight.
- (d) The destination chosen by the employee in accordance with this article shall normally be approved, except where NAV CANADA for operational reasons determines that a different destination is appropriate. Employees shall not normally be authorized to visit the same city on successive flight/visits.
- (e) The scheduling of requested familiarization flights and the determination of the flight(s) upon which the employee will travel are the responsibility of NAV CANADA. Canadian Flag Carriers will normally be used.



- 29.04 (a) Travel costs associated with days the employee is on duty during a flight/visit will be paid for a maximum of two (2) nights and three (3) days in accordance with the NAV CANADA Joint Council Travel Directive. Controllers from the Gander Area Control Center visiting London and Prestwick will be allowed expenses for three (3) nights and four (4) days.
- (b) The most economical airfare will be selected. Seat sales or other discount flights may be selected at the discretion of NAV CANADA.
- (c) The provisions of clause 20.01 do not apply to on-duty days described in clause 29.03(b).
- 29.05 If NAV CANADA requires an employee to become proficient in the use of a second language, language training will be paid for by NAV CANADA, and the employee shall not suffer loss of normal pay during such training.

## **ARTICLE 30**

### **LICENSING**

#### **30.01 Licencing Fees**

- (a) NAV CANADA shall reimburse an employee for his or her payment of fees incurred in obtaining and maintaining a Medical Certificate or its replacement, including but not limited to electrocardiograms, specialists' results and X-Rays, provided the employee requires a Medical Certificate for the performance of his or her duties.
- (b) Operational requirements permitting, an employee is protected against any loss of normal pay in order to undergo such examinations including reasonable expenses for necessary travel outside of the employee's headquarters area.
- (c) NAV CANADA shall reimburse an employee for his or her payment of fees incurred in obtaining and maintaining an Air Traffic Control licence or endorsement.

#### **30.02 Continuation of Employment where Medical Lost**

NAV CANADA shall continue past practice in giving all reasonable consideration to continued employment in NAV CANADA of a Controller who loses his or her licence for medical reasons.

#### **30.03 Payment of Relocation Expenses for Alternate Employment with NAV CANADA**

If a Controller who has lost his or her licence for medical reasons is offered alternate employment in NAV CANADA at another geographic location, NAV CANADA shall bear the cost of removal expenses in accordance with then current Company Regulations.

#### **30.04 Delays in Receipt of Medical Certificate**

Where there are delays, not attributable to the employee, in the receipt of a controller's Medical Certificate a controller will not suffer any loss of normal pay provided that the Controller:

- (i) successfully undergoes all the required medical examinations for renewal of his or her Medical Certificate; and

- (ii) produces proof to his or her supervisor prior to the first working day following the expiry date of his or her Medical Certificate that such examinations were successfully undertaken; and
- (iii) notifies local management, in writing, between twenty-five (25) and fifteen (15) days prior to the expiration of his or her Medical Certificate extension of any delay in the receipt of his or her new Medical Certificate so that corrective action may be taken. In the event that the controller is on approved leave during the period above, he or she will normally provide this notification to local management prior to proceeding on such leave.

It is understood that notwithstanding the above, the Controller shall make every reasonable effort to secure the Medical Certificate.

## **ARTICLE 31**

### **SENIORITY**

#### **31.01 Seniority**

Seniority shall be defined for all purposes as the length of service in the bargaining unit, except as otherwise specified in this Article.

#### **31.02 Acquisition of Seniority**

An employee shall not acquire seniority until such time as he or she has successfully completed the probationary period.

#### **31.03 Calculation of Seniority**

(a) For employees who were members of the bargaining unit as of March 31, 2001 (and who have maintained continuous service since that date), seniority shall be defined as follows:

(i) Seniority is the continuous service of an employee with NAV CANADA from his or her last date of hire or, in the case of an ab-initio trainee, the date the employee reports to his or her first unit following his or her successful completion of the course in air traffic control given by the NAV CANADA Training Institute.

(ii) The seniority of a “designated” continued employee shall be the employee’s continuous service with NAV CANADA in addition to his or her continuous employment as an employee engaged in the public service as defined in the Public Service Staff Relations Act (R.S.C.; c. P-35 S. 1) as at November 1, 1996. It is agreed that the continuous employment of these “designated” employees referred to above who were employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996 shall be covered.

(b) For all other employees, seniority shall be the most recent date upon which the employee joins the bargaining unit. The employee will acquire this seniority date retroactively upon successful completion of the probationary period. The date shall be the earlier of:

(i) The date the individual receives a certificate of successful completion of a course in ATC given by NAV CANADA Training Institute.

(ii) The date the individual reports to his or her first unit.

- (c) An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay-off until the right of recall expires, paid leaves of absence, unpaid authorized union leave, care and nurturing leave, maternity and parental leave, and other unpaid authorized leave of absence. In the latter case, seniority shall only continue to accumulate for a maximum period of twelve (12) consecutive months.
- (d) An employee not able to perform his or her regular AI duties due to medical reasons will continue to accumulate seniority.
- (e) In the event of employees having identical seniority, the tie will be broken by reference to total service with NAV CANADA, including, for those employees both “Designated” and “Continued” as defined in this collective agreement, their continuous employment, if any, as employees engaged in the Public Service. Any tie remaining will be resolved by a random draw.
- (f) Where an employee fails to accumulate seniority in accordance with the collective agreement and as a result another employee achieves exactly the same seniority level, the latter employee shall remain junior to the former on the seniority list.

#### **31.04 Loss of Seniority and Employment**

- (a) Seniority shall be lost and employment shall cease if the employee:
  - (i) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;
  - (ii) retires;
  - (iii) resigns;
  - (iv) on the recall list fails, without valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee’s last known address and a copy to the Union;
- (v) is laid off for a period of twelve (12) months;
  - (vi) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;

(vii) is subject to layoff and accepts in writing any NAV CANADA departure incentive program which may have been offered to the employee by NAV CANADA.

### **31.05 Seniority List**

NAV CANADA shall prepare a national seniority list in accordance with this Article 31 and provide the list to the Union, while making it readily accessible to all employees in the bargaining unit, within ninety (90) days of the signing of the Collective Agreement. Any proposed change to the seniority of an employee on the seniority list must be submitted to NAV CANADA by or on behalf of the employee affected within the following ninety (90) days. A final list shall be prepared and agreed upon and shall form the basis for subsequent seniority lists. NAV CANADA shall provide the Union with a revised list every six (6) months thereafter.

31.06 Any loss of seniority (other than removal from the seniority list altogether) in accordance with this Article 31 shall be indicated on the seniority list by adjusting the employee's seniority date to reflect the amount of time lost.

## **ARTICLE 32**

### **STAFFING**

#### **32.01 Principles Applicable to Staffing Provisions**

The staffing provisions in this article apply to any new position within the bargaining unit and to any position within the bargaining unit that is vacant for a period in excess of nine (9) months. The following principles apply to the staffing process:

- (a) NAV CANADA shall fill any vacant position where it intends or seeks to have the duties and responsibilities of that position performed by any employee who is a member of the bargaining unit;
- (b) the staffing process to be used is limited to that provided for in the present collective agreement;
- (c) where practical, staffing of positions shall be from within the bargaining unit; and
- (d) subject to (c), any external hiring will be limited to entry level positions.

#### **32.02 Determination of Position Requirements**

NAV CANADA shall determine the position requirements for a position using reasonable selection standards, licensing requirements, medical requirements, security requirements, linguistic requirements, any bona fide occupational requirements and accreditation.

#### **32.03 Temporary or Term Employee**

Any temporary or term employee who has completed one term of nine (9) months or more or two consecutive terms adding up to nine (9) months or more of service shall if he or she is to remain in the service of NAV CANADA be subject to the probationary period provided for in the present collective agreement. Upon completion of the probationary period, the employee's seniority shall be retroactive to the last date of hire as a temporary employee. Consecutive terms shall include two (2) terms separated by a break in employment of one (1) month or less.

#### **32.04 Deployment**

The assignment of work and the movement of employees at the same level in a location, shall be at the discretion of NAV CANADA. However, NAV CANADA may transfer an employee into a location for an assignment to a position at the same or lower level if such action does not create a position vacancy to be staffed under the present Article in the employee's former location. In the case of transfer, the employee may refuse the assignment.

#### **32.05 Priority Placement**

Prior to the application of any selection process NAV CANADA shall seek to fill the vacant position by an employee eligible for priority placement.

NAV CANADA shall review each category in the order set out below and determine if at the location where the position vacancy occurs there is an eligible employee. If no eligible employee is identified, NAV CANADA shall apply the process on a regional basis. If the vacant position is non-supervisory operational AI level 4 or 5 and no eligible employee has been identified at the location or in the region, NAV CANADA shall apply subparagraphs (a) and (b) of the process on a national basis.

The order of categories is as follows:

- (a) Qualified employees who have received notices of lay off (surplus) or who have been declared vulnerable;
- (b) Qualified employees on lay-off and retaining recall rights;
- (c) Qualified employees returning from leaves of absence of 12 months or more;
- (d) Qualified employees who had previously applied for the same position and whose candidacy was accepted. The candidacy of these employees shall only be considered for 12 months.

Only employees at the same or higher level than the vacant position shall be considered under the present paragraph.

#### **32.06 Staffing of Non-Supervisory Operating Positions through the Transfer Down Program**

If following the application of paragraph 32.05 the non-supervisory operating position still remains to be filled, it shall be filled under the Transfer Down Program. The conditions of the program are as follows:



(a) Eligibility

Operating controllers and supervisors in High Density Operating Control Positions are eligible to participate in the Transfer Down Program, provided an applicant will have at least eight (8) years seniority at the date of application for the vacant position and the position applied for is a Lower Density Operating Control Position.

This program is intra regional only.

(b) Definitions

The following definitions apply in the application of the Transfer Down Program:

- (i) “Lower Density Operating Control Position” means any non-supervisory airport control positions at the AI-1, AI-2 or AI-3 level; and
- (ii) “High Density Operating Control Position” means any operating or non-supervisory position in air traffic control centres, terminal control units and Grade 4 and 5 towers; i.e., AI4 and AI5 positions.

(c) Single Use of Program During Career

Employees may undertake training at a lower density operating control position unit using the Transfer Down Program only once during their career with NAV CANADA including their employment with Transport Canada, if applicable.

(d) Timing for Requests

Eligible employees may request transfers under this program at any time and such requests shall be valid for a period of two (2) years.

(e) Knowledge Test

Applicants shall be required to pass a knowledge test with respect to tower control that is not specific to any one geographic location. The most senior applicant passing the test shall be offered the position.

(f) Salary Level Adjusted

On commencement of training, the salary level of the successful applicant shall be adjusted to reflect the level of the Lower Density Operating Control Position.

(g) Loss of Technical Proficiency

Failure to qualify in a lower density operating control position shall not be considered loss of technical proficiency.

(h) Position Not Protected

An employee's former position will not be protected during the training period.

(i) Alternate Position

In the event that the employee fails to qualify at the lower density unit, every effort will be made to place him or her in a suitable position.

**32.07 Seniority Bid Program - Non-Supervisory Operating Positions**

If following the application of paragraphs 32.05 and 32.06 the non-supervisory operating position still remains to be filled it shall be filled under the Seniority Bid Program. The conditions of the program are as follows:

(a) All non-supervisory air traffic controllers including those on the recall list may participate in the program provided that the position for which they will be training:

(i) is at least one level higher than their current level; or

(ii) is at their current level or higher, when moving from a tower position to an enroute or terminal position.

(iii) is in the same region.

For the purposes of this subparagraph, the "current level" of a laid off employee is the level that the employee held at the time of his or her layoff.

(b) Shift Supervisors and Unit Operations Specialists and Instructors may participate in the program provided that the position for which they will be training is at their current level or higher.

(c) Non Eligible Employees

Absent the agreement of the parties, employees in the following situations shall not be eligible to apply:

(i) when the training program will commence within three (3) years following the date:

- (a) the individual had withdrawn after being selected for a formal training offer; or
- (b) on which training was terminated for failing to successfully complete any portion of the “same” training program; or
- (ii) for the “same” training program which they have failed on more than one occasion;
  - (a) when dealing with airport training, “same” means any previously undertaken airport training program, at the same or lower level of tower classification;
  - (b) when referring to area or terminal training, “same” means any area control or terminal training program; or
- (iii) within three (3) years of commencement of a training program for a position at their former unit where they were unable to maintain unit standards; or
- (iv) Employees in the IFR Stream Training Program.

**32.08 Staffing of Supervisory and Non-Operating Positions through Competitive Staffing Provisions**

The following conditions apply to the staffing of supervisory and non-operating positions:

(a) Contents of Posting

A job posting for a supervisory and non-operating position shall include the following information:

- (1) position title, classification and location;
- (2) essential qualifications (including any medical, linguistic requirements or security clearance required), which shall be expressed in clear terminology;
- (3) area of selection;
- (4) salary range;
- (5) summary of duties of the position;
- (6) particular working conditions such as any shiftwork or need to travel;

- (7) closing date of competition;
- (8) name, address and phone number of person to whom the application should be directed; and
- (9) that Statements of Qualifications for the position are available on request; and
- (10) that applications must be transmitted by midnight on the closing date.

(b) Eligible Employees

All employees in the bargaining unit and those persons on the recall list not eligible for priority placement are eligible to compete for positions where the Competitive Process applies where, absent agreement of the parties otherwise, the following conditions are met:

- (i) the employee occupies a position in the area of selection included on the posting;
- (ii) the employee occupies a position at the same or a lower level than the position posted;
- (iii) the employee has not refused or abandoned a non operational position at the same level during the preceding 36 months.

**32.09 Employee Qualifications**

An employee is deemed qualified in any staffing process if the employee meets the position requirements set out in Article 32.02.

**32.10 Selection under Transfer Down Program, Seniority Bid and Competitive Staffing**

- (a) In the case of a non-supervisory operational position, NAV CANADA shall select for training from among the candidates the senior qualified employee.
- (b) In the case of a supervisory and non-operational positions, the qualified candidate who best meets the position requirements shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.

**32.11 Posting Requirements**

Any postings for vacant positions shall be posted for at least fourteen (14) days in the case of supervisory and non-operating positions and thirty (30) days in the

case of non-supervisory operating positions. The posting shall include any of the appropriate information referred to in paragraph 32.08 (a) above.

### **32.12 Deferred Training**

- (a) A successful applicant shall be assigned to the training program for the position under the Transfer Down Program or Seniority Bid Program unless NAV CANADA determines that releasing the employee from his or her position will create an immediate staff shortage. A “staff shortage” is defined as a situation where the departure of the successful applicant from his or her unit would result in the number of qualified controllers, including Unit Operations Specialist (UOS), being reduced by more than:
  - (i) one controller, at units/specialties with a control requirement of eight (8) or less;
  - (ii) two controllers, at units/specialties with a control requirement of nine (9) to fourteen (14); or
  - (iii) three controllers, at units/specialties with a control requirement of fifteen (15) or more.

### **32.13 Procedures in Event of Delay**

The following procedures shall apply in the event that the filling of a position is delayed:

- (a) NAV CANADA shall immediately notify the Union that it intends to rely on paragraph 32.12 to delay the employee’s entry into the training program and such notification shall include the facts demonstrating the staff shortage; and
- (b) the parties shall develop an action plan to permit the release of the affected employee at the earliest possible date.

### **32.14 Training Period**

A successful applicant under either the Transfer Down Program or Seniority Bid Program shall be entitled to a reasonable training period in which to qualify.

### **32.15 Return Rights**

- (a) A successful applicant under the Seniority Bid Program shall retain his or her position during training. Such “return rights” shall be extinguished at the date on which the successful applicant qualifies in the new position.

- (b) A successful candidate for supervisory and non-operating position shall have a sixty (60) day period of “return rights” following his or her report to the new position, subject to the following:
  - (i) the return rights period may be extended by mutual agreement;
  - (ii) no relocation expenses shall be paid during the return rights period unless mutually agreed otherwise. In the latter case the return rights shall be extinguished;
  - (iii) the employee shall receive travel expenses in accordance with the NAV CANADA Joint Council Travel Guidelines during the return rights period.

### **32.16 Advice to and Response of Selected Employee**

- (a) The selected applicant under the Staffing process shall be advised in writing of the following:
  - (i) the nature of the training program;
  - (ii) the commencement date and duration of any training or, in the absence of any training requirement, a familiarization period and the commencement date to begin performing the duties of the position;
  - (iii) description of the employee’s return rights if any.
- (b) The employee shall have a maximum of fifteen (15) days to respond to the notice.

### **32.17 Travel and Relocation Expenses**

Selected employees assigned to a position or training in a new location shall be eligible for authorized travel and relocation expenses in accordance with the NAV CANADA Joint Council Travel and Relocation policies and the special provision for air traffic controllers undergoing operational training.

### **32.18 Positions Not Subject to Staffing Procedures**

Positions to be filled while the incumbents are absent for whatever reason and where they retain a return right shall not be subject to staffing procedure under the present article.

### **32.19 Projects and Temporary Positions**

The positions referred to in paragraph 32.18 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.

### **32.20 Requalification**

Employees exercising return rights shall be subject to the successful completion of any required training and endorsement.

### **32.21 Return Notice from Leave of Absence**

Within sixty (60) days prior to the expiry of an authorized leave of absence of twelve (12) months or more, the employee shall advise NAV CANADA in writing of his or her desire to return to work.

### **32.22 Level Changes**

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified, may be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event that the modification results in a lower level, the employee presently filling the position may request to remain in the position at the lower level or be subject to the provision of Article 33 Employment Security. In the former case, the employee's salary shall be maintained if lower than the maximum of the new level, or move to the maximum of the new level whichever is greater.

### **32.23 Probationary Period**

The employee shall be a probationary employee from the date he or she reports to his or her first unit until such time as the employee has been fully qualified at that unit.

### **32.24 Second Language Proficiency**

Notwithstanding paragraph 32.23, an employee hired on the basis that he or she will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.

### **32.25 Acquisition of Seniority**

An employee shall not acquire seniority until such time as he or she has successfully completed the probationary period provided for in the present collective agreement.

### **32.26 Accumulation of Seniority**

Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the date the employee reports to his or her first unit following his or her successful completion of the course in air traffic control given by the NAV CANADA Training Institute.

### **32.27 Ab-initio Trainees**

Ab-initio trainees who have not been issued a certificate of successful completion of a course in air traffic control given by the NAV CANADA Training Institute shall not be governed by the present collective agreement.

### **32.28 Definition of Regular Employee**

A regular employee is an employee hired on an ongoing basis for an indeterminate period.

### **32.29 Definition of Location**

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.

### **32.30 Training Opportunities**

In the case of vacancies for ACC positions, NAV CANADA shall endeavor to provide fifty percent (50%) of the training opportunities to eligible employees on the seniority list.



## **ARTICLE 33**

### **EMPLOYMENT SECURITY**

#### **33.01 Early Identification of Surplus Situations**

In the event of a reduction in the workforce the following provisions shall apply for the early identification of a potential displacement situation:

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Union at the national level at the earliest possible opportunity.

#### **33.02 Meaningful Union/NAV CANADA Consultation**

Meaningful Union/NAV CANADA consultation shall begin:

- (a) following notice to the Union of potential job displacement and prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, through the development of a human resource transition plan if the number of employees affected is ten (10) or more or if all the employees in a location are affected. Any human resources plan so developed shall be provided to the Union. Areas of consideration by NAV CANADA shall include, but are not limited to the following:
  - (1) elimination of casuals and term or temporary employees;
  - (2) voluntary methods, including job exchange, transfers to vacant positions at equivalent levels, and retraining;
  - (3) alternate work arrangements, including job sharing and part-time;
  - (4) leaves of absence;
  - (5) seeking voluntary separation through NAV CANADA's departure incentive program;

- (c) seniority shall be applied where possible when two (2) or more employees at the same level are qualified for an available position identified under paragraph (b) above.

### **33.03 Opportunities for Employees to be Considered for Other Employment Vacancies**

The following provisions shall apply to affected employees to be considered for other employment vacancies with NAV CANADA:

- (a) vulnerable employees will be sent formal notice of their vulnerable status and options will be explored with the employee on an individual basis and such discussions shall take place within thirty (30) days of receipt of notice;
- (b) the employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the Union; and
- (c) in the event that two (2) or more employees at the same level and location are vulnerable or surplus and all cannot be assigned under the present article or Article 32.05 Priority Placements, lay-off shall be by reverse order of seniority.
- (d) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose layoff with recall rights, or accept a NAV CANADA departure incentive program. NAV CANADA reserves the right to offer a departure incentive program during the surplus period. An employee with fifteen (15) or more years of service shall not be required to accept an assignment that would require the employee to relocate. In this last case if the employee refuses the assignment he or she shall remain eligible for a NAV CANADA departure incentive program or lay-off with recall rights.

### **33.04 Decline of Reassignment or Departure Incentive**

An employee who declines a reassignment or refuses the offer of the NAV CANADA departure incentive program shall be laid off and his or her name shall be inscribed on a recall list.

### **33.05 Position Exchange Provision**

In situations of permanent reduction in the work force NAV CANADA, at its discretion, may accept the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off, the position,

level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.

### **33.06 Unsuccessful in Training**

A surplus employee unsuccessful in training shall be eligible for the option provided for in paragraph 33.03 (c) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended. If the employee decides to remain with NAV CANADA during the balance of his or her surplus period, the employee shall remain eligible for a position assignment under the original plan.

### **33.07 Recall**

Recall to a position shall be by order of seniority among the qualified employees laid off from the same or higher level and in accordance with Article 32.05 (Priority Placements). Relocation expenses shall be paid to a recalled employee as required.

### **33.08 Training for Recalled Employees**

A recalled employee who is unsuccessful in training shall be laid off. In this case the original recall period shall not be extended.

### **33.09 Employment Ceases**

An employee who accepts the NAV CANADA departure incentive payment or, who refuses recall under paragraph 33.07, shall cease to be an employee of NAV CANADA.

### **33.10 Application of Collective Agreement to Laid Off Employees**

Unless specified otherwise the terms, conditions and benefits provided for in the Collective Agreement shall not apply to laid-off employees.

### **33.11 Incumbent's Rights**

An employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirement, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to reassignment to a position at the same level in the region with relocation expenses in accordance with the NAV CANADA Joint Council Relocation Policy. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses or accept the

NAV CANADA departure incentive program. The employee shall be considered a vulnerable or surplus employee for purposes of the priority placement provisions in Article 32.05. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program he or she shall be subject to lay-off.

### **33.12 Contracting Out**

In the event of contracting out, a surplus employee shall be entitled to reassignment to a position at the same or lower level in the region with relocation expenses. If no position at the same or lower level in the region is available and regardless of the level of the employee's position, the employee may elect to accept an assignment to a vacant position at the same or lower level in another region with relocation expenses or accept the NAV CANADA departure incentive program. If the employee is not reassigned or does not accept the NAV CANADA departure incentive program he or she shall be subject to lay-off.

## ARTICLE 34

### SEVERANCE PAY

34.01 Under the following circumstances and subject to clause 34.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

- (i) On the first lay-off, at the expiry of the twelve (12) month recall period, two (2) weeks' pay for the first complete year of continuous employment with NAV CANADA since November 1, 1996, and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.
- (ii) On second or subsequent lay-off, at the expiry of the twelve (12) month recall period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which he or she was granted severance pay under 34.01(a)(i) above.

(b) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance either from the NAV CANADA Pension Plan and/or the Public Service Superannuation Act, one week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

(c) **Death**

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

34.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service or NAV CANADA. Under no circumstances shall the maximum severance pay provided under clause 34.01 be pyramided.

34.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification of his or her substantive position on the date of the termination of his or her employment.

## **ARTICLE 35**

### **PENSIONS**

35.01 Members of the Canadian Air Traffic Control Association, CAW Local 5454 bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

## **ARTICLE 36**

### **WORKING CONDITIONS AND SAFETY**

#### **36.01 Requirement for Safe and Healthful Working Conditions**

NAV CANADA will continue to make provision for the safe and healthful working conditions of employees and in so far as is feasible, having regard to building and space limitations, will provide proper accommodation for employees to have their meals and keep their clothes. The Union agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

## **ARTICLE 37**

### **ILLEGAL WORK STOPPAGES**

37.01 There shall be no strikes or lockouts, as defined in the Canada Labour Code, during the term of this Agreement.



## **ARTICLE 38**

### **EMPLOYEE FILES**

38.01 Upon written request of an employee, his or her employee file will be made available during normal business hours once per year for his or her examination in the presence of an authorized representative of NAV CANADA. In accordance with current practice, the employee will continue to have reasonable access to his or her unit personnel file.

## ARTICLE 39

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### 39.01 Guidelines

The following agreements, as amended from time to time, concluded by the NAV CANADA Joint Council on items which may be included in this Agreement and which the parties to this Agreement endorsed after November 1, 1996 and made in accordance with the terms of the NAV CANADA Joint Council By-Laws (as amended from time to time) will form part of this Collective Agreement:

1. Bilingualism Bonus Guideline;
2. Boilers and Pressure Vessels Guideline;
3. Clothing Guideline;
4. Commuting Assistance Guideline;
5. Committees and Representatives Guideline;
6. Dangerous Substances Guideline;
7. Electrical Guideline;
8. Elevated Work Structures Guideline;
9. Elevating Devices Guideline;
10. First Aid Guideline;
11. Hazardous Confined Spaces Guideline;
12. Isolated Posts Guideline;
13. Living Accommodation Charges Guideline;
14. Materials Handling Guideline;
15. Memorandum of Understanding on Definition of Spouse;
16. Motor Vehicle Operations Guideline;
17. Noise Control and Hearing Conservation Guideline;
18. Personal Protective Equipment Guideline;
19. Pesticides Guideline;
20. Refusal to Work Guideline;
21. Relocation Guideline;
22. Sanitation Guideline;

23. Tools and Machinery Guideline;
24. Travel Guideline;
25. Use and Occupancy of Buildings Guideline.

#### 39.02 **Agreements**

Other NCJC agreements, including benefit plans, currently in effect or subsequently agreed to in the NCJC process shall also form part of this Collective Agreement.

#### 39.03 **Grievances**

Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws. Grievances in regard to the above policies shall be submitted only by the Union.

## **ARTICLE 40**

### **LANGUAGE OF NEGOTIATION**

- 40.01 Both English and French versions of the agreement have equal force and effect.
- 40.02 NAV CANADA shall have the translation of the collective agreement prepared and shall submit a copy to the Union. NAV CANADA and the Union shall share the expenses of translation equally.
- 40.03 Within thirty days of receipt of the translation either party may advise the other in writing of any disagreement it may have with the translated version and shall indicate the text(s) in question.
- 40.04 If within the next thirty days the parties cannot agree on the proper translation the text(s) in dispute shall be submitted to an arbitration board as provided for in the collective agreement.
- 40.05 The arbitration board shall not have jurisdiction to alter or modify the text in which language the provision was negotiated.

## **ARTICLE 41**

### **PRINTING OF AGREEMENT**

#### **41.01 Copies of Collective Agreement**

- (a) NAV CANADA agrees to distribute to all members of the bargaining unit and on enrollment, to all employees entering the bargaining unit a copy of this Collective Agreement.
- (b) NAV CANADA shall arrange for the printing of the Collective Agreement and amendments to this Collective Agreement. The costs associated with such printing shall be shared equally between the Union and NAV CANADA. All agreements will be printed in a union shop.
- (c) NAV CANADA further agrees to provide an additional two hundred and fifty (250) copies of this agreement to the National Office of the Union.

## **ARTICLE 42**

### **APPLICATION, DURATION, MODIFICATION**

- 42.01 The provisions of this Agreement apply to the Union, employees and NAV CANADA.
- 42.02 Unless otherwise expressly stipulated, this Agreement shall become effective on the date it is signed and shall remain in effect until March 31, 2005.
- 42.03 This Agreement may be amended by mutual consent.
- 42.04 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be implemented within ninety (90) days of the signing of this Agreement.

SIGNED AT OTTAWA, this 9<sup>th</sup> day of the month of September, 2003

NAV CANADA

CATCA /CAW LOCAL 5454

---

John W. Crichton, President and  
Chief Executive Officer

---

Gary Fane  
Chief Negotiator

---

Richard J. Dixon, Vice President and  
Human Resources Officer

---

Robert Thurgur  
President

---

Jacques A. Emond  
Chief Negotiator

---

Greg Myles  
National Secretary Treasurer

---

Tor Veltheim  
Director, Labour Relations

---

Abe Rosner  
CAW National Representative

---

Steve Cooper  
Negotiating Team Member

---

Rob Allan  
Atlantic VP

---

Joseph Farrell  
Negotiating Team Member

---

Trevor Johnson  
Pacific VP

---

Jacques Grandmont  
Negotiating Team Member

---

Carl Valitutti  
Central VP

---

Arlene Yakeley  
Negotiating Team Member

---

Hélène Henry  
Bargaining Team Member

NAV CANADA

CATCA /CAW LOCAL 5454

---

Paul Lalande  
Bargaining Team Member

---

Chris Lilwall  
Bargaining Team Member

---

Tony Oliver  
Bargaining Team Member

---

Garnon Peters  
Bargaining Team Member

---

Scott Roger  
Bargaining Team Member



**APPENDIX "A"**  
**AI- AIR TRAFFIC CONTROLLER GROUP**  
**ANNUAL RATES OF PAY**

**A - Effective April 1, 2001**  
**B - Effective April 1, 2002**  
**C - Effective April 1, 2003**  
**D - Effective April 1, 2004**

**OPERATING EMPLOYEES**

**AI-00**

From:	\$	23614	24123	24623	25129	25634	26138
To:	<b>A</b>	24205	24727	25239	25758	26275	26792
	<b>B</b>	24811	25346	25870	26402	26932	27462
	<b>C</b>	25494	26044	26582	27129	27673	28218
	<b>D</b>	26259	26826	27380	27943	28504	29065

**AI-01**

From:	\$	38985	41253	43529	45802	48071	50346	52621	54889	57165	59440	61711
To:	<b>A</b>	39960	42285	44618	46948	49273	51605	53937	56262	58595	60926	63254
	<b>B</b>	40959	43343	45734	48122	50505	52896	55286	57669	60060	62450	64836
	<b>C</b>	42086	44535	46992	49446	51894	54351	56807	59255	61712	64168	66619
	<b>D</b>	43349	45872	48402	50930	53451	55982	58512	61033	63564	66094	68618

**AI-02**

From:	\$	46558	48831	51105	53375	55650	57924	60195	62467	64744	67012	69286
To:	<b>A</b>	47722	50052	52383	54710	57042	59373	61700	64029	66363	68688	71019
	<b>B</b>	48916	51304	53693	56078	58469	60858	63243	65630	68023	70406	72795
	<b>C</b>	50262	52715	55170	57621	60077	62532	64983	67435	69894	72343	74797
	<b>D</b>	51770	54297	56826	59350	61880	64408	66933	69459	71991	74514	77041

**AI-03**

From:	\$	54639	56913	59187	61456	63730	66005	68279	70550	72822	75094	77366
To:	<b>A</b>	56005	58336	60667	62993	65324	67656	69986	72314	74643	76972	79301
	<b>B</b>	57406	59795	62184	64568	66958	69348	71736	74122	76510	78897	81284
	<b>C</b>	58985	61440	63895	66344	68800	71256	73709	76161	78615	81067	83520
	<b>D</b>	60755	63284	65812	68335	70864	73394	75921	78446	80974	83500	86026

**AI-04**

From:	\$	61971	64311	66655	68992	71335	73678	76016	78361	80702	83040	85383
To:	<b>A</b>	63521	65919	68322	70717	73119	75520	77917	80321	82720	85116	87518
	<b>B</b>	65110	67567	70031	72485	74947	77408	79865	82330	84788	87244	89706
	<b>C</b>	66901	69426	71957	74479	77009	79537	82062	84595	87120	89644	92173
	<b>D</b>	68909	71509	74116	76714	79320	81924	84524	87133	89734	92334	94939

**AI-05**

From:	\$	65876	68350	70819	73289	75758	78225	80696	83173	85640	88109	90582
To:	<b>A</b>	67523	70059	72590	75122	77652	80181	82714	85253	87781	90312	92847
	<b>B</b>	69212	71811	74405	77001	79594	82186	84782	87385	89976	92570	95169
	<b>C</b>	71116	73786	76452	79119	81783	84447	87114	89789	92451	95116	97787
	<b>D</b>	73250	76000	78746	81493	84237	86981	89728	92483	95225	97970	100721

**APPENDIX "A"**  
**AI- AIR TRAFFIC CONTROLLER GROUP**  
**ANNUAL RATES OF PAY**

**A - Effective April 1, 2001**  
**B - Effective April 1, 2002**  
**C - Effective April 1, 2003**  
**D - Effective April 1, 2004**

**NON-OPERATING EMPLOYEES**

**AI-01**

From:	\$	35646	37766	39881	41995	44112	46222	48339	50454	52572	54683	56802
To:	<b>A</b>	36538	38711	40879	43045	45215	47378	49548	51716	53887	56051	58223
	<b>B</b>	37452	39679	41901	44122	46346	48563	50787	53009	55235	57453	59679
	<b>C</b>	38482	40771	43054	45336	47621	49899	52184	54467	56754	59033	61321
	<b>D</b>	39637	41995	44346	46697	49050	51396	53750	56102	58457	60804	63161

**AI-02**

From:	\$	44497	46615	48728	50840	52956	55070	57185	59301	61415	63531	65644
To:	<b>A</b>	45610	47781	49947	52111	54280	56447	58615	60784	62951	65120	67286
	<b>B</b>	46751	48976	51196	53414	55637	57859	60081	62304	64525	66748	68969
	<b>C</b>	48037	50323	52604	54883	57168	59451	61734	64018	66300	68584	70866
	<b>D</b>	49479	51833	54183	56530	58884	61235	63587	65939	68289	70642	72992

**AI-03**

From:	\$	54746	56866	58983	61097	63215	65334	67451	69568	71685	73804	75917
To:	<b>A</b>	56115	58288	60458	62625	64796	66968	69138	71308	73478	75650	77815
	<b>B</b>	57518	59746	61970	64191	66416	68643	70867	73091	75315	77542	79761
	<b>C</b>	59100	61390	63675	65957	68243	70531	72816	75102	77387	79675	81955
	<b>D</b>	60873	63232	65586	67936	70291	72647	75001	77356	79709	82066	84414

**AI-04**

From:	\$	63519	65636	67757	69871	71988	74107	76219	78342	80459	82574	84695
To:	<b>A</b>	65107	67277	69451	71618	73788	75960	78125	80301	82471	84639	86813
	<b>B</b>	66735	68959	71188	73409	75633	77859	80079	82309	84533	86755	88984
	<b>C</b>	68571	70856	73146	75428	77713	80001	82282	84573	86858	89141	91432
	<b>D</b>	70629	72982	75341	77691	80045	82402	84751	87111	89464	91816	94175

**AI-05**

From:	\$	69755	71875	73988	76105	78222	80338	82452	84576	86694	88809	90927
To:	<b>A</b>	71499	73672	75838	78008	80178	82347	84514	86691	88862	91030	93201
	<b>B</b>	73287	75514	77734	79959	82183	84406	86627	88859	91084	93306	95532
	<b>C</b>	75303	77591	79872	82158	84444	86728	89010	91303	93589	95872	98160
	<b>D</b>	77563	79919	82269	84623	86978	89330	91681	94043	96397	98749	101105

**AI-06**

From:	\$	70900	73016	75135	77252	79367	81483	83603	85726	87844	89948	92077
To:	<b>A</b>	72673	74842	77014	79184	81352	83521	85694	87870	90041	92197	94379
	<b>B</b>	74490	76714	78940	81164	83386	85610	87837	90067	92293	94502	96739
	<b>C</b>	76539	78824	81111	83397	85680	87965	90253	92544	94832	97101	99400
	<b>D</b>	78836	81189	83545	85899	88251	90604	92961	95321	97677	100015	102382

**AI-07**

From:	\$	71894	74008	76127	78244	80359	82475	84598	86716	88833	90940	93067
To:	<b>A</b>	73692	75859	78031	80201	82368	84537	86713	88884	91054	93214	95394
	<b>B</b>	75535	77756	79982	82207	84428	86651	88881	91107	93331	95545	97779
	<b>C</b>	77613	79895	82182	84468	86750	89034	91326	93613	95898	98173	100468
	<b>D</b>	79942	82292	84648	87003	89353	91706	94066	96422	98775	101119	103483

## APPENDIX "B"

### ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)

Group	Sept. 1, 2000	A April 1, 2001	B April 1, 2002	C April 1, 2003	D April 1, 2004	
1	\$900	\$923	\$947	\$974	\$1,004	St-Andrews Tower (*\$929) Pitt Meadows Tower (*1,193) Langley Tower (*\$929) St-Jean Tower Whitehorse Tower Villeneuve
2	\$1,686	\$1,729	\$1,773	\$1,822	\$1,877	Springbank Tower Waterloo Tower Hamilton Tower Kelowna Tower St. John's Tower Mirabel Tower Prince George Tower Sudbury Tower Gander Tower Yellowknife Tower Oshawa Tower Sept-Iles Tower Windsor Tower Sault Ste Marie Tower St-Honore Tower
3	\$2,696	\$2,764	\$2,834	\$2,912	\$3,000	Buttonville Tower Boundary Bay Tower Saskatoon Tower Toronto Island Tower London Tower Abbotsford Tower Edmonton City Center Tower Thunder Bay Tower Moncton Tower Vancouver Harbour Tower Regina Tower

<b>Group</b>	<b>Sept. 1, 2000</b>	<b>A April 1, 2001</b>	<b>B April 1, 2002</b>	<b>C April 1, 2003</b>	<b>D April 1, 2004</b>	
4	\$3,594	\$3,684	\$3,777	\$3,881	\$3,998	Victoria Tower Halifax Tower Edmonton Intl Tower St-Hubert Tower Quebec Tower
5	\$4,494	\$4,607	\$4,723	\$4,853	\$4,999	Winnipeg Tower Ottawa Tower
6	\$6,966	\$7,141	\$7,320	\$7,522	\$7,748	Calgary Tower Dorval Tower
7	\$8,990	\$9,215	\$9,446	\$9,706	\$9,998	Toronto Tower Edmonton ACC Winnipeg ACC Gander ACC Vancouver Intl Tower Moncton ACC Ottawa TCU
8	\$11,462	\$11,749	\$12,043	\$12,375	\$12,747	Montreal ACC
9	\$13,934	\$14,283	\$14,641	\$15,044	\$15,496	Vancouver ACC
10	\$16,406	\$16,817	\$17,238	\$17,713	\$18,245	Toronto ACC

**\*Note: If the OFP amount effective as of September 1, 2000 or on any of the 4 contract effective dates shown in columns A, B, C, or D is less than the amount shown in brackets for a unit with an asterisk, then the bracketed amount will apply.**

## APPENDIX "C"

### FLIGHT/VISIT TRAINING PROGRAM DESTINATION

<b>CATEGORY</b>	<b>PRIMARY DESTINATION</b>	<b>SECONDARY DESTINATION</b>
1. Controllers, Supervisors, Unit Operations Officers, Unit Training Officers, and Data System Coordinators in IFR Units	A. Domestic 1. Adjacent ACC/TCU 2. Adjacent USA IFR Unit B. Long Range	1. Ottawa Head Office 2. Tower in FIR 3. TCU in FIR
2. Controllers, Supervisors and Unit Operations Specialists in AI-1 and AI-2 level control towers.	A. Domestic 1. Parent ACC 2. Tower in Administrative Region 3. Tower in Adjacent Administrative Region	1. Regional Office
3. Controllers, Supervisors and Unit Operations Specialists in AI-3, AI-4 and AI-5 level control towers.	A. Domestic 1. Parent ACC 2. Tower in Administrative Region 3. Equivalent Tower in Adjacent Administrative Region 4. Equivalent Tower in Adjacent USA FIR	1. Regional Office

CATEGORY	PRIMARY DESTINATION	SECONDARY DESTINATION
4. Regional Office Specialists and Regional School Staff	A. Domestic <ol style="list-style-type: none"> <li>1. Unit in Administrative Region</li> <li>2. Regional Office/School in Adjacent Administrative Region</li> <li>3. ACC/TCU in Adjacent Administrative Region</li> <li>4. Adjacent USA Unit</li> </ol> B. Long Range (IFR Specialists/IFR Instructors only)	<ol style="list-style-type: none"> <li>1. NAV CANADA Training Institute</li> <li>2. Ottawa Head Office</li> </ol>
5. Headquarters Specialists and Supervisors	A. Domestic <ol style="list-style-type: none"> <li>1. Regional Office/School Ontario or Quebec Region</li> <li>2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg</li> <li>3. USA Unit Boston, New York, Chicago</li> </ol> B. Long Range (Except VFR Specialists)	<ol style="list-style-type: none"> <li>1. North Bay (NORAD)</li> <li>2. FAA School, Oklahoma City</li> <li>3. FAA Technical Centre, Atlantic City</li> <li>4. FAA Washington</li> </ol>
6. NAV CANADA Training Institute Instructors	A. Domestic <ol style="list-style-type: none"> <li>1. Unit - Ontario or Quebec Region</li> <li>2. USA Unit - Boston, New York or Chicago</li> <li>3. FAA School - Oklahoma City</li> </ol>	



## APPENDIX "D"

### SUPERVISORY DIFFERENTIAL

Supervisory Degree	Percentage of Basic Rate
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#### Operating Employees

A	5.0%
B	5.0%

#### Non-Operating Employees

A	2.0%
B	4.0%
C	5.0%
D	6.0%

The Supervisory Rates Table is to be used in the following manner:

- (1) determine the non-supervisory rates according to the employee's sub-group, level and rate of pay;
- (2) using the Supervisory Rates Table, find the row in the left-hand column where the rate determined in (1) is located;
- (3) when the row is located, determine the column by the applicable supervisory differential degree;
- (4) the point where column and row meet is the supervisory rate required.

**APPENDIX "D"**  
**AIR TRAFFIC CONTROL GROUP**  
**SUPERVISORY RATES**

**OPERATING EMPLOYEES**

**Effective April 1, 2001**

	39960	42285	44618	46948	49273	51605	53937	56262	58595	60926	63254
<b>A 5.0%</b>	41958	44400	46849	49296	51737	54186	56634	59076	61525	63973	66417
<b>B 5.0%</b>	41958	44400	46849	49296	51737	54186	56634	59076	61525	63973	66417

**Effective April 1, 2002**

	40959	43343	45734	48122	50505	52896	55286	57669	60060	62450	64836
<b>A 5.0%</b>	43007	45511	48021	50529	53031	55541	58051	60553	63063	65573	68078
<b>B 5.0%</b>	43007	45511	48021	50529	53031	55541	58051	60553	63063	65573	68078

**Effective April 1, 2003**

	42086	44535	46992	49446	51894	54351	56807	59255	61712	64168	66619
<b>A 5.0%</b>	44191	46762	49342	51919	54489	57069	59648	62218	64798	67377	69950
<b>B 5.0%</b>	44191	46762	49342	51919	54489	57069	59648	62218	64798	67377	69950

**Effective April 1, 2004**

	43349	45872	48402	50930	53451	55982	58512	61033	63564	66094	68618
<b>A 5.0%</b>	45517	48166	50823	53477	56124	58782	61438	64085	66743	69399	72049
<b>B 5.0%</b>	45517	48166	50823	53477	56124	58782	61438	64085	66743	69399	72049

**AI-02**

**Effective April 1, 2001**

	47722	50052	52383	54710	57042	59373	61700	64029	66363	68688	71019
<b>A 5.0%</b>	50109	52555	55003	57446	59895	62342	64785	67231	69682	72123	74570
<b>B 5.0%</b>	50109	52555	55003	57446	59895	62342	64785	67231	69682	72123	74570

**Effective April 1, 2002**

	48916	51304	53693	56078	58469	60858	63243	65630	68023	70406	72795
<b>A 5.0%</b>	51362	53870	56378	58882	61393	63901	66406	68912	71425	73927	76435
<b>B 5.0%</b>	51362	53870	56378	58882	61393	63901	66406	68912	71425	73927	76435

**Effective April 1, 2003**

	50262	52715	55170	57621	60077	62532	64983	67435	69894	72343	74797
<b>A 5.0%</b>	52776	55351	57929	60503	63081	65659	68233	70807	73389	75961	78537
<b>B 5.0%</b>	52776	55351	57929	60503	63081	65659	68233	70807	73389	75961	78537

**AI-02****Effective April 1, 2004**

	51770	54297	56826	59350	61880	64408	66933	69459	71991	74514	77041
<b>A 5.0%</b>	54359	57012	59668	62318	64974	67629	70280	72932	75591	78240	80894
<b>B 5.0%</b>	54359	57012	59668	62318	64974	67629	70280	72932	75591	78240	80894

**AI-03****Effective April 1, 2001**

	56005	58336	60667	62993	65324	67656	69986	72314	74643	76972	79301
<b>A 5.0%</b>	58806	61253	63701	66143	68591	71039	73486	75930	78376	80821	83267
<b>B 5.0%</b>	58806	61253	63701	66143	68591	71039	73486	75930	78376	80821	83267

**Effective April 1, 2002**

	57406	59795	62184	64568	66958	69348	71736	74122	76510	78897	81284
<b>A 5.0%</b>	60277	62785	65294	67797	70306	72816	75323	77829	80336	82842	85349
<b>B 5.0%</b>	60277	62785	65294	67797	70306	72816	75323	77829	80336	82842	85349

**Effective April 1, 2003**

	58985	61440	63895	66344	68800	71256	73709	76161	78615	81067	83520
<b>A 5.0%</b>	61935	64512	67090	69662	72240	74819	77395	79970	82546	85121	87696
<b>B 5.0%</b>	61935	64512	67090	69662	72240	74819	77395	79970	82546	85121	87696

**Effective April 1, 2004**

	60755	63284	65812	68335	70864	73394	75921	78446	80974	83500	86026
<b>A 5.0%</b>	63793	66449	69103	71752	74408	77064	79718	82369	85023	87675	90328
<b>B 5.0%</b>	63793	66449	69103	71752	74408	77064	79718	82369	85023	87675	90328

**AI-04****Effective April 1, 2001**

	63521	65919	68322	70717	73119	75520	77917	80321	82720	85116	87518
<b>A 5.0%</b>	66698	69215	71739	74253	76775	79296	81813	84338	86856	89372	91894
<b>B 5.0%</b>	66698	69215	71739	74253	76775	79296	81813	84338	86856	89372	91894

**Effective April 1, 2002**

	65110	67567	70031	72485	74947	77408	79865	82330	84788	87244	89706
<b>A 5.0%</b>	68366	70946	73533	76110	78695	81279	83859	86447	89028	91607	94192
<b>B 5.0%</b>	68366	70946	73533	76110	78695	81279	83859	86447	89028	91607	94192

**Effective April 1, 2003**

	66901	69426	71957	74479	77009	79537	82062	84595	87120	89644	92173
<b>A 5.0%</b>	70247	72898	75555	78203	80860	83514	86166	88825	91476	94127	96782
<b>B 5.0%</b>	70247	72898	75555	78203	80860	83514	86166	88825	91476	94127	96782

**AI-04****Effective April 1, 2004**

	68909	71509	74116	76714	79320	81924	84524	87133	89734	92334	94939
<b>A 5.0%</b>	72355	75085	77822	80550	83286	86021	88751	91490	94221	96951	99686
<b>B 5.0%</b>	72355	75085	77822	80550	83286	86021	88751	91490	94221	96951	99686

**AI-05****Effective April 1, 2001**

	67523	70059	72590	75122	77652	80181	82714	85253	87781	90312	92847
<b>A 5.0%</b>	70900	73562	76220	78879	81535	84191	86850	89516	92171	94828	97490
<b>B 5.0%</b>	70900	73562	76220	78879	81535	84191	86850	89516	92171	94828	97490

**Effective April 1, 2002**

	69212	71811	74405	77001	79594	82186	84782	87385	89976	92570	95169
<b>A 5.0%</b>	72673	75402	78126	80852	83574	86296	89022	91755	94475	97199	99928
<b>B 5.0%</b>	72673	75402	78126	80852	83574	86296	89022	91755	94475	97199	99928

**Effective April 1, 2003**

	71116	73786	76452	79119	81783	84447	87114	89789	92451	95116	97787
<b>A 5.0%</b>	74672	77476	80275	83075	85873	88670	91470	94279	97074	99872	102677
<b>B 5.0%</b>	74672	77476	80275	83075	85873	88670	91470	94279	97074	99872	102677

**Effective April 1, 2004**

	73250	76000	78746	81493	84237	86981	89728	92483	95225	97970	100721
<b>A 5.0%</b>	76913	79800	82684	85568	88449	91331	94215	97108	99987	102869	105758
<b>B 5.0%</b>	76913	79800	82684	85568	88449	91331	94215	97108	99987	102869	105758

**APPENDIX "D"**  
**AIR TRAFFIC CONTROL GROUP**  
**SUPERVISORY RATES**

**NON OPERATING EMPLOYEES**

**AI-01**

**Effective April 1, 2001**

		36538	38711	40879	43045	45215	47378	49548	51716	53887	56051	58223
<b>A</b>	<b>2.0%</b>	37269	39486	41697	43906	46120	48326	50539	52751	54965	57173	59388
<b>B</b>	<b>4.0%</b>	38000	40260	42515	44767	47024	49274	51530	53785	56043	58294	60552
<b>C</b>	<b>5.0%</b>	38365	40647	42923	45198	47476	49747	52026	54302	56582	58854	61135
<b>D</b>	<b>6.0%</b>	38731	41034	43332	45628	47928	50221	52521	54819	57121	59415	61717

**Effective April 1, 2002**

		37452	39679	41901	44122	46346	48563	50787	53009	55235	57453	59679
<b>A</b>	<b>2.0%</b>	38202	40473	42740	45005	47273	49535	51803	54070	56340	58603	60873
<b>B</b>	<b>4.0%</b>	38951	41267	43578	45887	48200	50506	52819	55130	57445	59752	62067
<b>C</b>	<b>5.0%</b>	39325	41663	43997	46329	48664	50992	53327	55660	57997	60326	62663
<b>D</b>	<b>6.0%</b>	39700	42060	44416	46770	49127	51477	53835	56190	58550	60901	63260

**Effective April 1, 2003**

		38482	40771	43054	45336	47621	49899	52184	54467	56754	59033	61321
<b>A</b>	<b>2.0%</b>	39252	41587	43916	46243	48574	50897	53228	55557	57890	60214	62548
<b>B</b>	<b>4.0%</b>	40022	42402	44777	47150	49526	51895	54272	56646	59025	61395	63774
<b>C</b>	<b>5.0%</b>	40407	42810	45207	47603	50003	52394	54794	57191	59592	61985	64388
<b>D</b>	<b>6.0%</b>	40791	43218	45638	48057	50479	52893	55316	57736	60160	62575	65001

**Effective April 1, 2004**

		39637	41995	44346	46697	49050	51396	53750	56102	58457	60804	63161
<b>A</b>	<b>2.0%</b>	40430	42835	45233	47631	50031	52424	54825	57225	59627	62021	64425
<b>B</b>	<b>4.0%</b>	41223	43675	46120	48565	51012	53452	55900	58347	60796	63237	65688
<b>C</b>	<b>5.0%</b>	41619	44095	46564	49032	51503	53966	56438	58908	61380	63845	66320
<b>D</b>	<b>6.0%</b>	42016	44515	47007	49499	51993	54480	56975	59469	61965	64453	66951

**AI-02**

**Effective April 1, 2001**

		45610	47781	49947	52111	54280	56447	58615	60784	62951	65120	67286
<b>A</b>	<b>2.0%</b>	46523	48737	50946	53154	55366	57576	59788	62000	64211	66423	68632
<b>B</b>	<b>4.0%</b>	47435	49693	51945	54196	56452	58705	60960	63216	65470	67725	69978
<b>C</b>	<b>5.0%</b>	47891	50171	52445	54717	56994	59270	61546	63824	66099	68376	70651
<b>D</b>	<b>6.0%</b>	48347	50648	52944	55238	57537	59834	62132	64432	66729	69028	71324

**AI-02****Effective April 1, 2002**

		46751	48976	51196	53414	55637	57859	60081	62304	64525	66748	68969
<b>A</b>	<b>2.0%</b>	47687	49956	52220	54483	56750	59017	61283	63551	65816	68083	70349
<b>B</b>	<b>4.0%</b>	48622	50936	53244	55551	57863	60174	62485	64797	67106	69418	71728
<b>C</b>	<b>5.0%</b>	49089	51425	53756	56085	58419	60752	63086	65420	67752	70086	72418
<b>D</b>	<b>6.0%</b>	49557	51915	54268	56619	58976	61331	63686	66043	68397	70753	73108

**Effective April 1, 2003**

		48037	50323	52604	54883	57168	59451	61734	64018	66300	68584	70866
<b>A</b>	<b>2.0%</b>	48998	51330	53657	55981	58312	60641	62969	65299	67626	69956	72284
<b>B</b>	<b>4.0%</b>	49959	52336	54709	57079	59455	61830	64204	66579	68952	71328	73701
<b>C</b>	<b>5.0%</b>	50439	52840	55235	57628	60027	62424	64821	67219	69615	72014	74410
<b>D</b>	<b>6.0%</b>	50920	53343	55761	58176	60599	63019	65439	67860	70278	72700	75118

**Effective April 1, 2004**

		49479	51833	54183	56530	58884	61235	63587	65939	68289	70642	72992
<b>A</b>	<b>2.0%</b>	50469	52870	55267	57661	60062	62460	64859	67258	69655	72055	74452
<b>B</b>	<b>4.0%</b>	51459	53907	56351	58792	61240	63685	66131	68577	71021	73468	75912
<b>C</b>	<b>5.0%</b>	51953	54425	56893	59357	61829	64297	66767	69236	71704	74175	76642
<b>D</b>	<b>6.0%</b>	52448	54943	57434	59922	62418	64910	67403	69896	72387	74881	77372

**AI-03****Effective April 1, 2001**

		56115	58288	60458	62625	64796	66968	69138	71308	73478	75650	77815
<b>A</b>	<b>2.0%</b>	57238	59454	61668	63878	66092	68308	70521	72735	74948	77163	79372
<b>B</b>	<b>4.0%</b>	58360	60620	62877	65130	67388	69647	71904	74161	76418	78676	80928
<b>C</b>	<b>5.0%</b>	58921	61203	63481	65757	68036	70317	72595	74874	77152	79433	81706
<b>D</b>	<b>6.0%</b>	59482	61786	64086	66383	68684	70987	73287	75587	77887	80189	82484

**Effective April 1, 2002**

		57518	59746	61970	64191	66416	68643	70867	73091	75315	77542	79761
<b>A</b>	<b>2.0%</b>	58669	60941	63210	65475	67745	70016	72285	74553	76822	79093	81357
<b>B</b>	<b>4.0%</b>	59819	62136	64449	66759	69073	71389	73702	76015	78328	80644	82952
<b>C</b>	<b>5.0%</b>	60394	62734	65069	67401	69737	72076	74411	76746	79081	81420	83750
<b>D</b>	<b>6.0%</b>	60970	63331	65689	68043	70401	72762	75120	77477	79834	82195	84547

**Effective April 1, 2003**

		59100	61390	63675	65957	68243	70531	72816	75102	77387	79675	81955
<b>A</b>	<b>2.0%</b>	60282	62618	64949	67277	69608	71942	74273	76605	78935	81269	83595
<b>B</b>	<b>4.0%</b>	61464	63846	66222	68596	70973	73353	75729	78107	80483	82862	85234
<b>C</b>	<b>5.0%</b>	62055	64460	66859	69255	71656	74058	76457	78858	81257	83659	86053
<b>D</b>	<b>6.0%</b>	62646	65074	67496	69915	72338	74763	77185	79609	82031	84456	86873

**AI-03****Effective April 1, 2004**

		60873	63232	65586	67936	70291	72647	75001	77356	79709	82066	84414
<b>A</b>	<b>2.0%</b>	62091	64497	66898	69295	71697	74100	76502	78904	81304	83708	86103
<b>B</b>	<b>4.0%</b>	63308	65762	68210	70654	73103	75553	78002	80451	82898	85349	87791
<b>C</b>	<b>5.0%</b>	63917	66394	68866	71333	73806	76280	78752	81224	83695	86170	88635
<b>D</b>	<b>6.0%</b>	64526	67026	69522	72013	74509	77006	79502	81998	84492	86990	89479

**AI-04****Effective April 1, 2001**

		65107	67277	69451	71618	73788	75960	78125	80301	82471	84639	86813
<b>A</b>	<b>2.0%</b>	66410	68623	70841	73051	75264	77480	79688	81908	84121	86332	88550
<b>B</b>	<b>4.0%</b>	67712	69969	72230	74483	76740	78999	81250	83514	85770	88025	90286
<b>C</b>	<b>5.0%</b>	68363	70641	72924	75199	77478	79758	82032	84317	86595	88871	91154
<b>D</b>	<b>6.0%</b>	69014	71314	73619	75916	78216	80518	82813	85120	87420	89718	92022

**Effective April 1, 2002**

		66735	68959	71188	73409	75633	77859	80079	82309	84533	86755	88984
<b>A</b>	<b>2.0%</b>	68070	70339	72612	74878	77146	79417	81681	83956	86224	88491	90764
<b>B</b>	<b>4.0%</b>	69405	71718	74036	76346	78659	80974	83283	85602	87915	90226	92544
<b>C</b>	<b>5.0%</b>	70072	72407	74748	77080	79415	81752	84083	86425	88760	91093	93434
<b>D</b>	<b>6.0%</b>	70740	73097	75460	77814	80171	82531	84884	87248	89605	91961	94324

**Effective April 1, 2003**

		68571	70856	73146	75428	77713	80001	82282	84573	86858	89141	91432
<b>A</b>	<b>2.0%</b>	69943	72274	74609	76937	79268	81602	83928	86265	88596	90924	93261
<b>B</b>	<b>4.0%</b>	71314	73691	76072	78446	80822	83202	85574	87956	90333	92707	95090
<b>C</b>	<b>5.0%</b>	72000	74399	76804	79200	81599	84002	86397	88802	91201	93599	96004
<b>D</b>	<b>6.0%</b>	72686	75108	77535	79954	82376	84802	87219	89648	92070	94490	96918

**Effective April 1, 2004**

		70629	72982	75341	77691	80045	82402	84751	87111	89464	91816	94175
<b>A</b>	<b>2.0%</b>	72042	74442	76848	79245	81646	84051	86447	88854	91254	93653	96059
<b>B</b>	<b>4.0%</b>	73455	75902	78355	80799	83247	85699	88142	90596	93043	95489	97942
<b>C</b>	<b>5.0%</b>	74161	76632	79109	81576	84048	86523	88989	91467	93938	96407	98884
<b>D</b>	<b>6.0%</b>	74867	77361	79862	82353	84848	87347	89837	92338	94832	97325	99826

**AI-05****Effective April 1, 2001**

		71499	73672	75838	78008	80178	82347	84514	86691	88862	91030	93201
<b>A</b>	<b>2.0%</b>	72929	75146	77355	79569	81782	83994	86205	88425	90640	92851	95066
<b>B</b>	<b>4.0%</b>	74359	76619	78872	81129	83386	85641	87895	90159	92417	94672	96930
<b>C</b>	<b>5.0%</b>	75074	77356	79630	81909	84187	86465	88740	91026	93306	95582	97862
<b>D</b>	<b>6.0%</b>	75789	78093	80389	82689	84989	87288	89585	91893	94194	96492	98794

**AI-05****Effective April 1, 2002**

		73287	75514	77734	79959	82183	84406	86627	88859	91084	93306	95532
<b>A</b>	<b>2.0%</b>	74753	77025	79289	81559	83827	86095	88360	90637	92906	95173	97443
<b>B</b>	<b>4.0%</b>	76219	78535	80844	83158	85471	87783	90093	92414	94728	97039	99354
<b>C</b>	<b>5.0%</b>	76952	79290	81621	83957	86293	88627	90959	93302	95639	97972	100309
<b>D</b>	<b>6.0%</b>	77685	80045	82399	84757	87114	89471	91825	94191	96550	98905	101264

**Effective April 1, 2003**

		75303	77591	79872	82158	84444	86728	89010	91303	93589	95872	98160
<b>A</b>	<b>2.0%</b>	76810	79143	81470	83802	86133	88463	90791	93130	95461	97790	100124
<b>B</b>	<b>4.0%</b>	78316	80695	83067	85445	87822	90198	92571	94956	97333	99707	102087
<b>C</b>	<b>5.0%</b>	79069	81471	83866	86266	88667	91065	93461	95869	98269	100666	103068
<b>D</b>	<b>6.0%</b>	79822	82247	84665	87088	89511	91932	94351	96782	99205	101625	104050

**Effective April 1, 2004**

		77563	79919	82269	84623	86978	89330	91681	94043	96397	98749	101105
<b>A</b>	<b>2.0%</b>	79115	81518	83915	86316	88718	91117	93515	95924	98325	100724	103128
<b>B</b>	<b>4.0%</b>	80666	83116	85560	88008	90458	92904	95349	97805	100253	102699	105150
<b>C</b>	<b>5.0%</b>	81442	83915	86383	88855	91327	93797	96266	98746	101217	103687	106161
<b>D</b>	<b>6.0%</b>	82217	84715	87206	89701	92197	94690	97182	99686	102181	104674	107172

**AI-06****Effective April 1, 2001**

		72673	74842	77014	79184	81352	83521	85694	87870	90041	92197	94379
<b>A</b>	<b>2.0%</b>	74127	76339	78555	80768	82980	85192	87408	89628	91842	94041	96267
<b>B</b>	<b>4.0%</b>	75580	77836	80095	82352	84607	86862	89122	91385	93643	95885	98155
<b>C</b>	<b>5.0%</b>	76307	78585	80865	83144	85420	87698	89979	92264	94544	96807	99098
<b>D</b>	<b>6.0%</b>	77034	79333	81635	83936	86234	88533	90836	93143	95444	97729	100042

**Effective April 1, 2002**

		74490	76714	78940	81164	83386	85610	87837	90067	92293	94502	96739
<b>A</b>	<b>2.0%</b>	75980	78249	80519	82788	85054	87323	89594	91869	94139	96393	98674
<b>B</b>	<b>4.0%</b>	77470	79783	82098	84411	86722	89035	91351	93670	95985	98283	100609
<b>C</b>	<b>5.0%</b>	78215	80550	82887	85223	87556	89891	92229	94571	96908	99228	101576
<b>D</b>	<b>6.0%</b>	78960	81317	83677	86034	88390	90747	93108	95472	97831	100173	102544

**Effective April 1, 2003**

		76539	78824	81111	83397	85680	87965	90253	92544	94832	97101	99400
<b>A</b>	<b>2.0%</b>	78070	80401	82734	85065	87394	89725	92059	94395	96729	99044	101388
<b>B</b>	<b>4.0%</b>	79601	81977	84356	86733	89108	91484	93864	96246	98626	100986	103376
<b>C</b>	<b>5.0%</b>	80366	82766	85167	87567	89964	92364	94766	97172	99574	101957	104370
<b>D</b>	<b>6.0%</b>	81132	83554	85978	88401	90821	93243	95669	98097	100522	102928	105364



**AI-06****Effective April 1, 2004**

		78836	81189	83545	85899	88251	90604	92961	95321	97677	100015	102382
<b>A</b>	<b>2.0%</b>	80413	82813	85216	87617	90017	92417	94821	97228	99631	102016	104430
<b>B</b>	<b>4.0%</b>	81990	84437	86887	89335	91782	94229	96680	99134	101585	104016	106478
<b>C</b>	<b>5.0%</b>	82778	85249	87723	90194	92664	95135	97610	100088	102561	105016	107502
<b>D</b>	<b>6.0%</b>	83567	86061	88558	91053	93547	96041	98539	101041	103538	106016	108525

**AI-07****Effective April 1, 2001**

		73692	75859	78031	80201	82368	84537	86713	88884	91054	93214	95394
<b>A</b>	<b>2.0%</b>	75166	77377	79592	81806	84016	86228	88448	90662	92876	95079	97302
<b>B</b>	<b>4.0%</b>	76640	78894	81153	83410	85663	87919	90182	92440	94697	96943	99210
<b>C</b>	<b>5.0%</b>	77377	79652	81933	84212	86487	88764	91049	93329	95607	97875	100164
<b>D</b>	<b>6.0%</b>	78114	80411	82713	85014	87311	89610	91916	94218	96518	98807	101118

**Effective April 1, 2002**

		75535	77756	79982	82207	84428	86651	88881	91107	93331	95545	97779
<b>A</b>	<b>2.0%</b>	77046	79312	81582	83852	86117	88385	90659	92930	95198	97456	99735
<b>B</b>	<b>4.0%</b>	78557	80867	83182	85496	87806	90118	92437	94752	97065	99367	101691
<b>C</b>	<b>5.0%</b>	79312	81644	83982	86318	88650	90984	93326	95663	97998	100323	102668
<b>D</b>	<b>6.0%</b>	80068	82422	84781	87140	89494	91851	94214	96574	98931	101278	103646

**Effective April 1, 2003**

		77613	79895	82182	84468	86750	89034	91326	93613	95898	98173	100468
<b>A</b>	<b>2.0%</b>	79166	81493	83826	86158	88485	90815	93153	95486	97816	100137	102478
<b>B</b>	<b>4.0%</b>	80718	83091	85470	87847	90220	92596	94980	97358	99734	102100	104487
<b>C</b>	<b>5.0%</b>	81494	83890	86292	88692	91088	93486	95893	98294	100693	103082	105492
<b>D</b>	<b>6.0%</b>	82270	84689	87113	89537	91955	94377	96806	99230	101652	104064	106497

**Effective April 1, 2004**

		79942	82292	84648	87003	89353	91706	94066	96422	98775	101119	103483
<b>A</b>	<b>2.0%</b>	81541	83938	86341	88744	91141	93541	95948	98351	100751	103142	105553
<b>B</b>	<b>4.0%</b>	83140	85584	88034	90484	92928	95375	97829	100279	102726	105164	107623
<b>C</b>	<b>5.0%</b>	83940	86407	88881	91354	93821	96292	98770	101244	103714	106175	108658
<b>D</b>	<b>6.0%</b>	84739	87230	89727	92224	94715	97209	99710	102208	104702	107187	109692

**APPENDIX “E”**

**LIST OF ARBITRATORS**

**ATLANTIC**

CHRISTIE, Innis  
KUTTNER, Thomas S.  
THISTLE, W. Wayne

**ONTARIO**

BRAULT, Serge  
BROWN, Richard M.  
SWAN, Kenneth P.

**PACIFIC**

BIRD, Richard W.  
CHERTKOW, Mervin I.  
HOPE, Allan

**QUEBEC**

FOISY, Claude H.  
GRAVEL, Marc  
ROUSSEAU, Andre

**WESTERN**

JOLLIFFE, Thomas A. B.  
JONES, David Phillip, Q.C.  
NORMAN, Kenneth E.

**EXPEDITED**

KELLER, M. Brian

**LETTER OF UNDERSTANDING (1 - 03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

This letter is to confirm that effective January 1, 2000 in accordance with Conciliation Commissioner Burkett's recommendation of May 17, 1999, NAV CANADA will not schedule single controller coverage on the midnight shift at any ACC, Tower or TCU except where the parties agree to some other arrangement in respect of a particular location.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

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R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (2 - 03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

1. This letter is to clarify the intent in respect to the application of pay to certain employees changing from operating to non-operating and vice versa. Except as provided in this letter, Article 17 of the collective agreement and the terms and conditions governing the application of pay to employees are not affected by this Letter.
2. Change from Operating to Non-Operating Status

Where an employee changes from Operating to Non-Operating status, the employee's new rate of pay is determined as follows:

- (a) Change to Lower Non-Operating Level
  - (i) add the employee's current annual rate of pay from the Appendix "A" or "D" scale of rates for Operating employees to the employee's annual Operational Facility Premium from Appendix "B";
  - (ii) identify the level in the Appendix "A" or "D" scale of rates for Non-operating employees to which the employee is changing;
  - (iii) select the rate in the Non-operating pay level Appendix "A" or "D" which is nearest to but not less than the employee's total annual remuneration determined in (i) above, or if there is no such rate, at the maximum rate of pay for the Non-operating level to which the employee is changing.
- (b) Change to Same or to Higher Non-Operating Level
  - (i) add the employee's current annual rate of pay from the Appendix "A" or "D" scale of rates for Operating employees to the

employee's annual Operational Facility Premium from Appendix "B";

- (ii) identify the level in the Appendix "A" or "D" scale of rates for Non-operating employees to which the employee is changing;
- (iii) select the rate in the Non-operating pay level Appendix "A" or "D" which exceeds the employee's total annual remuneration determined in (i) above, by an amount which is at least equal to the lowest pay increment in the Non-operating level to which the employee is changing, or if there is no such rate, at the maximum rate of pay for the Non-operating level to which the employee is changing.

### 3. Change from Non-Operating to Operating Status

Where an employee changes from Non-operating to Operating status, the employee's new rate of pay is determined as follows:

- (a) identify the level in the Appendix "A" or "D" scale of rates for Operating employees to which the employee is changing;
- (b) subtract from the rate of pay which the employee is currently paid as a Non-operating employee, the amount of the Annual Operational Facility Premium in Appendix "B" which the employee will receive as an Operating employee;
- (c) select the rate in the Operating pay level which is nearest to but not less than the amount determined in (b) above, or, if there is no such rate, at the maximum rate of pay for the Operating level to which the employee is changing.

When an employee changes from Non-Operating to Operating at a higher level, the following paragraph 3(c) will apply:

- (c) select the rate in the operating pay level Appendix "A" or "D" which exceeds the amount determined in 3(b) by an amount which is at least equal to the lowest pay increment in the operating level to which the employee is changing, or if there is no such rate, at the maximum rate of pay for the operating level to which the employee is changing.

### 4. Where an employee, who has been required to perform temporarily other duties resulting in a change in status at the same classification level, is no longer required to perform such duties on a temporary basis and reverts to his or her original status, he or she shall be paid the rate of pay to which he or she would

have been entitled had he or she not been required to temporarily change status and had continued in his or her original status.

5. Appendix "D" is only applicable to a position which receives a Supervisory Differential in accordance with Article 18.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (3-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

This is to clarify the intent with respect to lieu days accumulated prior to June 1, 1982 as referred to in clause 28.05(g) of the collective agreement.

At the employee's option, any lieu days accumulated prior to June 1, 1982 will be paid off at the end of a fiscal year at the employee's straight-time rate of pay in effect at that time.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (4-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

This is to confirm an understanding reached during the current negotiations in respect of removal from active control duties for medical reasons.

Provided a controller has performed active control duties for NAV CANADA (or in the case of a "continued employee" for NAV CANADA and Transport Canada) for a period of five (5) years and is no longer able to perform active control duties due to medical reasons, it was agreed that the individual involved would suffer no loss of his or her normal pay for a minimum of one (1) year. Subject to paragraph 4 this one (1) year period will commence on the date on which the medical endorsement of his or her air traffic controller licence is revoked or sixty (60) days following the first day that the employee ceased to exercise active control duties as a result of being on sick leave, whichever is earlier. This maintenance of salary would be conditional upon the employee first performing other duties related to his or her technical background and/or experience as assigned by NAV CANADA for which the employee is medically qualified. If the employee is unable to perform such duties because of medical reasons or if no alternate duties are available then he or she must utilize all earned leave credits during the maintenance of salary period referred to above.

The total maintenance of salary provided under this letter shall not exceed one (1) year during an employee's total period of employment within NAV CANADA and its predecessor the Public Service unless, through consultation on individual cases, the parties agree to an extension of salary maintenance.



An employee will not be placed on maintenance of salary if the employee has sufficient sick leave credits to cover the period of his or her absence and the employee's LVC is not affected.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (5-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Extended Seniority Bid Program

Notwithstanding the provisions of Article 32.07 of the collective agreement NAV CANADA agrees to accept applications under the Seniority Bid Program from non-supervisory operational employees for level 5 positions on a national basis until the expiry date of the collective agreement set out in Article 42.

At that time, NAV CANADA shall review the above described extension of the application of the Seniority Bid Program and by way of consultation with the Union determine the merits of the extended program taking into consideration the success rate of the applicants and costs. NAV CANADA's findings shall be communicated to the Association.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (6-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Opportunities to Transfer to Toronto, Vancouver and Montreal ACCs

In order to accommodate serious long term career aspirations of non supervisory operating AI level 5 employees, NAV CANADA agrees under the Seniority Bid Program provided for in Article 32.07 to extend the program until the expiry date of the collective agreement, in order to permit non supervisory operating AI level 5 employees in control centres to apply for non supervisory operating AI level 5 position vacancies in other control centres under the following conditions:

- (a) only applications for transfer to the air traffic control centres of Vancouver, Montreal or Toronto will be accepted;
- (b) the amount of the OFP at the center being applied for must be greater than the amount of OFP paid at the applicant's present centre; and
- (c) provided that the number of employees released from a centre for the training program does not create a staff shortage as defined in Article 32.12(a) of the present collective agreement.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (7-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: IFRIS

Further to discussions held by the parties during negotiations, we wish to confirm that IFR Information Systems (IFRIS) will not be used as a primary tool during the term of this collective agreement in assessing the competency of a controller.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (8-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

This letter will confirm our understanding reached during current negotiations that the following programs will remain in effect with their existing terms and conditions during the term of this collective agreement.

1. Employee Assistance Programs

CISM (Critical Incident Stress Management - Air Traffic Controller Education and Peer Support Program).  
CDERP (Chemical Dependency Education and Rehabilitation Program)  
NAVCOH (NAV CANADA Occupational Health Program)  
Employee Assistance Program  
Controller Advisor Program

2. Interrelationship between DI, OFP and Income Smoothing

3. Parking for Shift Workers

4. Self Funded Leave

5. Pay Terms and Conditions

6. End of Month Benefit on Death

7. Overnight Accommodation in Toronto

The parties will review items 1 (Controller Advisor Program), 2 and 7 during the life of this collective agreement, with a view to determining the merits of their continuance.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (9-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

The following policies will remain in effect until NAV CANADA completes its review of the policies. In the event NAV CANADA intends to amend any of these policies, NAV CANADA shall provide the Union with reasonable notice in order to have meaningful consultation with respect to the substance and implementation of the said policy.

1. Pay Above Minimum (On Initial Appointment)
2. Training and Development
3. Incentive Award Program
4. Retirement Planning
5. Educational Leave Policy
6. Recovery of Debts Due to the Crown (Company) where permitted by law

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (10-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect of an employee's attendance at functions of the personnel selection process of NAV CANADA.

Where an employee participates as a candidate in a personnel selection process for a position in NAV CANADA, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where his or her presence is so required. Remuneration in these circumstances shall be limited to normal pay.

Where such attendance, or necessary travel time associated therewith, occurs on the employee's regularly scheduled day of rest the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of the employee's normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and his or her supervisor. Should such time off not be utilized by the end of the fiscal year, the unused portion will be paid off at the employee's straight-time rate in effect at that time.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454



**LETTER OF UNDERSTANDING (11-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Retraining and Reassignment

This is to confirm an understanding reached during the current negotiations in respect to retraining and reassignment.

During the term of this collective agreement, NAV CANADA agrees to maintain the Transport Canada Retraining and Reassignment policy and guidelines and administrative procedures as amended to reflect NAV CANADA as the Employer.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (12-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Grievance and Arbitration Procedure, Step 2 and the Referral to Arbitration  
Under Article 11 - Administration

The parties agree that this constitutes an agreement under Article 11.07 of the collective agreement.

The parties mutually agree:

to supply each other, on a monthly basis, with a list of grievances that have been transmitted to Step 2;

to suspend the operation of Article 11.05;

however, on a case by case basis, either party may invoke the 30-day time limit for referral to arbitration by providing written notification to the other party. The 30-day period commences when the notification has been received.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (13-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Timeliness of the Provision of Sick Leave Certificates

This LOU is limited to the matter of administrative pay action and is not intended to, in any way, restrict, fetter or alter the rights of either party under Article 24 of the collective agreement.

The parties agree that it is appropriate that Sick Leave Certificates required under Article 24 of the collective agreement are to be provided in a timely fashion. It is intended that controllers who are required to provide a Sick Leave Certificate shall either do so immediately upon their return to work following an illness or injury or without delay in other cases.

Notwithstanding the above requirement, irrevocable administrative pay action shall result from the failure to provide any required Sick Leave Certificate within fifteen (15) days of it being required.

For clarity, nothing in this LOU derogates from the employer's right, in reasonable circumstances, to take administrative action where a certificate is not produced when requested.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (14-03)**

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Calculation of "Ten Days Pay"

The current Air Traffic Control collective agreement is unclear with respect to how ten (10) days pay is calculated when determining a controller's monthly entitlement to Vacations (27.01), Sick Leave (24.01) and Operational Facility Premium (OFP) (19.01).

Therefore, the parties agree that :

Ten (10) days pay means the controller must be eligible to receive pay for ten (10) regularly scheduled shifts;

The length of the shift is not material;

Overtime shifts are not currently counted as regularly scheduled shifts.

Notwithstanding the practice of not including overtime shifts, NAV CANADA and the Union agree to consult with regard to the inclusion of overtime shifts in the above calculation during the life of the collective agreement.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (15-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario K2G 5X2

Dear Mr. Thurgur:

Re: Pay Administration for Non-Operational Air Traffic Controller Undergoing Operational ATC Training

The current Air Traffic Control collective agreement is unclear with respect to Non-Operational Controller entitlement to OFP when they undertake operational training as a result of Seniority Bidding to an operational unit. The parties agree that Non-Operational Controllers should be subject to the principle of "no loss/no gain" as a result of undertaking operational ATC training.

Therefore, effective immediately, the parties agree that :

AI-NOP-05 Non-Operational Controllers will retain their non-operational rate of pay (no OFP) for the full duration of their operational training. When undertaking initial classroom/simulation training, the status of these controllers will be non-operational for all purposes. Once these controllers begin on-job-training, their status will change to operational for all purposes except that their rate of pay and OFP shall remain unchanged. Notwithstanding any returns to classroom/simulation training thereafter, these controllers will not be subject to additional status changes while undertaking this training. Once the controller has qualified (checked-out), he/she will be entitled to the appropriate operational rate of pay (in accordance with LOU 2-99) and OFP for that work location.

Non-Operational Controllers receiving Supervisory Differential immediately prior to undertaking operational training will continue to receive the Differential as part of their salary while in training.

Ab-initio controllers who undertake training in an IFR unit will be in non-operational status for all purposes while undertaking initial classroom/simulation training. Once these controllers begin on-job-training, their status will change to operational for all purposes, including rate of pay (no OFP in accordance with Clause 19.01 of collective agreement)\*. Notwithstanding any returns to classroom/simulation training thereafter, such controllers will not be subject to additional status changes while undertaking this training. Once the controller has qualified (checked-out),

he/she will be entitled to the appropriate operational rate of pay (in accordance with LOU 2-99) and OFP for that work location.

\*For clarity, when converting the rate of pay for Ab-initio controllers from non-operational status to operational status under LOU 2-99, in paragraph 3 (b) the amount of Annual Operational Facility Premium should be calculated as zero (0).

If any controller who is subject to this Letter of Understanding is unsuccessful in training and is re-assigned elsewhere, that controller's status shall become that which is appropriate to the new position.

Yours sincerely,

Received and accepted  
this     day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (16-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Shift Cycle Selection After Successful Completion of the Entire  
Unit Qualification Training Program

The parties agree:

When an employee successfully completes the entire UQTP and is to be assigned a shift cycle, the assignment of the new shift cycle within the work unit shall be as follows:

- (i) the new shift cycle shall be made available for voluntary selection by existing staff on the basis of seniority; and
- (ii) should the new shift cycle be selected by any of the existing staff, the newly qualified employee will be placed in the shift cycle vacated by the employee choosing the new shift cycle; and
- (iii) notwithstanding their seniority, any employee who selects such a new shift cycle will be ineligible for any future selections under this LOU for a period of 12 months from the date of selection; and
- (iv) if none of the existing staff select the new shift cycle, the cycle shall be assigned to the newly qualified employee.

The voluntary selection of a new shift cycle under this process shall not give rise to any claim for additional compensation (including leave, overtime, etc.) arising as a direct consequence of the change which would not have occurred had he/she maintained his/her previous cycle.

Yours sincerely,

Received and accepted  
this    day of September 2003

---

J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454



## LETTER OF UNDERSTANDING (17-03)

Mr. Rob Thurgur  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Gander ACC - ICAO and High Domestic Shift Assignments for Regular Shifts

In accordance with the recommendations of Mediator Outhouse in his report dated May 23, 2003, the parties agree that the following Letter of Understanding will remain in force for the duration of the collective agreement in the absence of mutual agreement to change it. For greater clarity, the parties agree that the last paragraph of the Letter is not exercisable for the duration of the collective agreement.

The following Letter of Agreement was implemented as a trial for a one-year period on August 10, 2001 and is being continued subject to the terms listed below:

The following shall be the regular ICAO shift assignments for regular shifts:

	Start	End
A	19:30:00	4:00:00
B	15:30:00	0:00:00
C	08:00:00	16:30:00
D	08:30:00	17:00:00
E	09:30:00	18:00:00
F	07:00:00	15:30:00
G	23:30:00	8:00:00

The shift times listed above are optimum based on known circumstances. Changes may occur to start times.

The first day of a round will start no earlier than the earliest day shift on the published scheduled.

This Letter of Agreement applies to the ICAO and High Domestic specialties.

Supervisors; DSC's and Low Domestic are excluded from this Letter of Agreement.

Overtime will be assigned based on requirements and according to the collective agreement.

Due to the uniqueness of traffic patterns and geographic layout of Gander this Letter of Agreement allows for 8 hours minimum of rest between shifts as required.

This agreement may be terminated with 60 days notice from either party and in any event shall be reviewed no later than September 30, 2003.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

## LETTER OF UNDERSTANDING (18-03)

Mr. Rob Thurgur  
President  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

RE: Classification

In accordance with the recommendations of Mediator Outhouse in his report dated May 23, 2003, and the Memorandum of Settlement between the parties dated June 10, 2003, the parties agree that during the life of this collective agreement:

- (i) The parties will engage an outside firm with recognized experience and expertise in the field of classification. Failing agreement, each party will nominate one firm and the successful firm shall be chosen by lot. The parties will each be responsible for one-half of the firm's fees and expenses.
- (ii) As part of its work, the firm will accept submissions from both sides concerning the criteria to be considered and measured, including but not limited to such issues as work volumes and OFFP.
- (iii) The firm shall evaluate all positions in the bargaining unit and will produce a proposed new classification system and standards, with a target date for completion being one year after the signing of the collective agreement.
- (iv) Upon completion, the firm's report will be submitted to the parties who will apply their best efforts to agree on the report with or without amendments.
- (v) The parties will then consult in order to determine how to implement the new classification system and any associated salary adjustments.
- (vi) If, within four months following receipt of the report, no agreement is reached pursuant to the preceding two subparagraphs, then either party may refer the unresolved issue or issues to a binding arbitration board (with nominees appointed by each side who would appoint a chair) which would render at a minimum, a majority decision.

- (vii) Notwithstanding subparagraphs (v) and (vi), it is expressly agreed that the new classification system shall not be implemented until the next collective agreement is signed by the parties. The parties will be left to negotiate the economic implications of any new or modified classification system in that round of bargaining.

Yours sincerely,

Received and accepted  
this    day of September 2003

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J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454

**LETTER OF UNDERSTANDING (19-03)**

Mr. Rob Thurgur  
President  
CATCA / CAW Local 5454  
162 Cleopatra Drive  
Nepean, Ontario  
K2G 5X2

Dear Mr. Thurgur:

Re: Pension

In accordance with the recommendations of Mediator Outhouse in his report dated May 23, 2003, and the Memorandum of Settlement between the parties dated June 10, 2003, the parties agree that:

- (i) The pension plan formula will move from the best six (6) year average to the best five (5) year average on March 31, 2005, if the solvency ratio as determined by the plan actuary has reached 1.05 or higher as a result of a valuation done as of January 01, 2005. In the event the solvency ratio has not reached 1.05 on that date, a further valuation will be taken as at January 01, 2006. If that valuation shows a solvency ratio of 1.05 or higher, then the amendment will take effect on March 31, 2006. In the event that the solvency ratio has not reached 1.05 or higher, the amendment will take effect on March 31, 2007.
- (ii) Employees who retire on or after March 31, 2005, but before the plan formula is amended as provided in paragraph (i) above, will receive an additional monthly payment from the Employer which, when added to the employee's monthly pension benefit, will yield each month an amount equal to the benefit the employee would have received under a "best 5 year average" calculation. Such additional monthly payments will cease on the date the plan formula is amended, at which time the employee will enjoy a pension benefit as per the newly amended plan. (This applies to survivor and death benefits mutatis mutandis.)

Yours sincerely,

Received and accepted  
this    day of September 2003

---

J. Emond  
Negotiator  
NAV CANADA

---

R. Thurgur  
President  
Canadian Air Traffic Control Association  
CAW Local 5454