

COLLECTIVE AGREEMENT

between

NAV CANADA

and the

**CANADIAN AIR TRAFFIC CONTROL ASSOCIATION
CATCA CAW LOCAL 5454**

Expiry Date: March 31, 2013



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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, Control Towers, and the National Operations Centre;
 - (b) all team and shift supervisors in Area Control Centres, and Control Towers, and the National Operations Centre;
 - (c) all Air Traffic Controllers-in-Training in Area Control Centres, 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) (a) continuous service means:
unbroken service from the employee's last date of hire including authorized leaves of absence.
- (b) continuous employment means:
continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur.
- (c) 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 20th 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.
- (18) "Work week" means a complete set of contiguous days of regular work, surrounded by, but not including, scheduled rest days.

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 CAW Canada and its Local 5454 (CATCA) as the exclusive bargaining agent for all employees in the bargaining unit as set out in the order of the Canada Industrial Relations Board, given order number 8687-U, dated July 20 2004, in CIRB file number 24403-C.

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.
- (c) Individuals whose services are engaged to perform work of the bargaining unit under the control and direction of the company will be deemed to be employees in the bargaining unit for all purposes of the collective agreement.

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) An employee granted leave under clause (a) shall have their unused sick leave, vacation leave and lieu leave credits frozen until they cease to hold such office.
- (e) 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. Executive Vice President
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.

10.02 Technological Change

The company agrees that the Union may appoint Union members assigned to work on projects as Union contacts to provide information confidentially to the union regarding progress and issues directly related to the project.

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, union 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

On a monthly basis, the parties will consult to confirm and update the list of grievances that have been transmitted to Step 2.

Failing settlement being reached at Step 2, the grievance will be held in abeyance, subject to thirty (30) days' written notice by either party to the other of its desire to bring the matter to finality. Either party may refer their grievance to arbitration within thirty (30) days of the receipt of the aforementioned notice, by advising NAV CANADA's authorized representative or the authorized Union representative, in writing 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 to whom grievances may be referred. This list 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. The process leading to, and including, the imposition of discipline shall be completed expeditiously.

12.02 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the date, time, location and 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 forty-eight (48) hours from the time set for the meeting in the original notice to the employee. At the interview the employee and the Union Representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement.

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 forty eight (48) hours from the time set for the meeting in the original notification to the employee. Requests for an earlier meeting date will be subject to mutual agreement.

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 Operations Safety Investigations (OSI)

It is agreed that an operating controller will be named as a member of any NAV CANADA operations safety investigation – level 2 or 3 to investigate 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) No OSI report shall be used in any hearing related to competency.
- (d) 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.
- (e) 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 Prohibition on Use of Documentation

NAV CANADA agrees not to introduce as evidence in a hearing relating to competency 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.

15.12 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

Shift cycles for operating employees shall be as follows:

- (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.
- (c) The Employer may, where there is a reduced staffing requirement on weekends in a unit or specialty, schedule some shift cycles as follows:
 - (i) Four days on, starting on a Monday, followed by three days off; four days on, three days off; four days on, three days off; five days on, two days off ; or
 - (ii) Four days on starting on a Tuesday, followed by three days off; four days on, three days off; four days on, two days off; five days on, three days off.

Either shift cycle in (c) (i) or (ii) may be used as required by the Employer but shall not exceed 10% of the control requirement in the unit/specialty.

- (d) The shift cycles worked by Unit Operations Specialists shall be determined by NAV CANADA and shall be either:
 - (i) four (4) days on, starting on a Monday 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, starting on a Tuesday 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.

(e) **Shift Cycle Optimization**

NAV CANADA may, from time to time, optimize shift cycles at a unit/specialty in accordance with the following procedures:

- (i) No later than 90 days prior to the optimization change, each employee shall choose either a 17/11 pattern or a 34/22 pattern as described in 16.02 (a) and 16.02 (b)(i) and (ii).
 - (ii) Employees may also indicate if they have an interest in the shift cycles listed in 16.02(c), should the optimization result in the generation of such shift cycles.
 - (iii) No later than 60 days prior to the change, the Employer shall publish a shift schedule based on the employees' selection as set out in (i) above.
 - (iv) Employees shall then be entitled to choose among the available shift cycles, in order of seniority, provided they are consistent with their choice made in (i) above. These selections must be completed no later than 30 days prior to the change. Individuals failing to make a selection will be assigned a shift cycle.
 - (v) Should the schedule include shift cycles as listed in 16.02(c), they will be assigned in seniority order to employees who had indicated an interest in such cycles. Should there be an insufficient number of such interested employees, the remaining cycles of this nature will be assigned to employees in the unit/specialty in reverse seniority order.
 - (vi) NAV CANADA will not modify the above assigned shift cycles between two optimization changes, except for those amended in accordance with 16.03.
 - (vii) The minimum time period between optimization changes shall be 12 months unless agreed otherwise by the parties.
- (f) Availability of controllers for overtime shall be the same for employees who adopt the "34/22 shift cycle" as employees on the "17/11 shift cycle" (65 days annually), even though this means that employees in the former group will not always enjoy two consecutive days of rest.
- (g) There will be no gain or loss of pay or hours in transitioning to or from either of these shift cycles.

- (h) When an employee fully qualifies in a unit or specialty and is to be assigned a new 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 all employees in the unit or specialty (including the newly qualified employee) on the basis of seniority; and
 - (ii) should the new shift cycle be selected by any employee, the cycle vacated by that employee shall be made available to the remaining employees on the basis of seniority (NOTE: this same process may be iterated further if and as locally agreed between the parties); and
 - (iii) notwithstanding their seniority, any employee who selects a shift cycle under (i) or (ii) will be ineligible for any future selections under this clause for a period of 12 months from the date of selection; and
 - (iv) the newly qualified employee shall be assigned the last vacated cycle except where it is not of the same type (17/11 or 34/22) chosen by the newly qualified employee. In that latter circumstance, a cycle conforming to that chosen by the newly qualified employee will be created and assigned to the newly qualified employee; and
 - (v) If none of the existing staff select the new shift cycle, the new shift cycle shall be assigned to the newly qualified employee.

The voluntary selection of a 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

- (i) When a new controller is to be assigned a shift cycle in accordance with clause (h) above and there is a more senior controller who has been involuntarily assigned a shift cycle listed under 16.02 (c) and who wishes to be relieved of that cycle, the new less senior controller will be assigned the shift cycle listed under 16.02 (c) and the more senior controller will have a new shift cycle generated that will be subject to clause (h).
- (j) When the employer determines that a vacated shift cycle needs to be filled, the employer shall apply the process used in (h)(i)(ii) and

(iii). For greater clarity, an employee who makes a cycle selection under (h) or (j) will be ineligible for any future selections under either of these sub-clauses for a period of 12 months from the date of the selection.

16.03 Changes to an Employee's Shift Cycle

- (a) Where an employee is required to attend a training program inside of his or her headquarters area, 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 vacation year as defined in 27.07(a) 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 an operations safety investigation 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:
 - (i) four (4) days on, starting on a Monday 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, starting on a Tuesday 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.
 - 1. 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.
 - 2. 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.

3. Employees shall receive fifteen (15) calendar days notice when they are required to return to their original shift cycle. The employee may be returned to control duties before the expiry of that notice period. With mutual agreement between the employee and the manager, the fifteen (15) days notice may be waived or reduced.
4. 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.

In addition to the above where an employee's scheduled shift is changed with less than seven (7) days notice and the reason for the change is due to circumstances within the control of the Company, time and one half (1-1/2) will be paid for all changed hours worked on the revised schedule which are outside of the employees' original scheduled hours of work

- (d) Once the current shift schedule is posted, the Employer will not unilaterally alter an employee's scheduled shift to accommodate a vacation leave or lieu leave request subsequently made by another employee.
- (e) Short change occurs when the period between the end of one shift and the beginning of the next is less than ten (10) hours.

NAV CANADA shall:

- (i) not schedule a short change, subject to the following:

With a minimum of 56 days notice prior to the posting of a new schedule the local Union in a unit (in towers) or a specialty (in ACCs) may select a short change in accordance with one of the options listed in (1) or (i2) or neither. All operational staff in the unit/specialty will be on the same option.

1. the Employer may schedule a short change where the minimum time off between shifts is not less than eight (8) hours, no more than once during each employee's "work week" (see definition).
2. the Employer may schedule a short change where the minimum time off between shifts is not less than nine (9) hours, no more than twice during each employee's "work week". Such reductions shall not occur consecutively.
3. Employees, at their individual option, may elect short changes. Notwithstanding the above, in no instance shall such short changes occur within 72 hours of the start of another short-changed shift, and at no time can a short change be less than eight (8) hours.
4. Employees, at their individual option, may elect short changes provided there are at least seventy-two (72) hours between the start of a short-changed shift and the start of the next short changed shift Notwithstanding the above, at no time can a short change be less than eight (8) hours.

NOTE: The parties agree on a trial basis for the duration of the collective agreement to modify the provision above.

- (ii) not schedule regular shifts other than 8 hours and 28 minutes in duration.
 - (iii) ensure that the employee's first scheduled shift of a "work week" shall start later than 5:29 a.m. of the calendar day on which the "work week" begins. For clarity "first scheduled shift" refers to a day on which the employee is actually required to report to work in accordance with the schedule at the time of publication. With mutual agreement between the union and the manager at the local unit level this restriction may be modified.
- (f) 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(e)(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(e)(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) there is no negative operational impact;
- (f) the day of rest must be worked prior to taking the balancing shift off;
- (g) the employee requesting a shift exchange shall be responsible for arranging the replacement for their vacated shift if management determines it is required;
- (h) the exchange must be completed on the current published schedule(s);

NOTE: At the sole discretion of NAV CANADA, the exchange set out above in Art. 16.05(2) may also be approved in cases where the prior shift on the schedule is not a "vacant" shift.

16.06 Change in Employee Status

- (a) 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)ii(3) 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.

- (b) This clause shall apply to non-operating employees training for operating positions. 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 ATC Premium 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. If unsuccessful in training and re-assigned elsewhere, the controller's status shall become that which is appropriate to the new position.

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.

Hours of work and overtime for non-operating employees will be averaged over a 56-day period.

The normal regular hours of work shall consist of 7.5 hour shifts on each of Monday through Friday between the hours of 0700 and 1800 (or between 0700 and 2400 for instructors) with no split shifts. All other hours are overtime, subject to the following exception:

- (i) Non-operating employees required to work outside their normal place of work may be scheduled to work outside the regular day-shift hours (0700 to 1800). Such hours shall be assigned equitably among employees at the location qualified to perform the work. When a regular shift is scheduled in whole or in part outside these regular day-shift hours, the employee shall be awarded time off in lieu in a ratio of one shift for every 5 shifts so scheduled. Such

banked time off will be governed by the same rules applying to time off in lieu of overtime (Art. 20). Employees subject to this clause (i) shall have the benefit of the short notice shift change provisions as set out in Art. 16.04(c).

- (ii) Solely upon a written request initiated by an employee, and with the concurrence of management and the local union representative, the employee's regular shift start time may be changed to a fixed time falling between the hours of 0530 and 0659. Agreement to this effect shall be reduced to writing and subject to cancellation by any party upon thirty (30) days' notice.

(b) **Attendance Registers**

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

(c) **Compressed Work Week (Refer to Trial LOU 2011-05)**

Between June 15th and September 15th of each year, management may authorize each non-operating employee to vary the normal schedule of daily and weekly hours to be worked over each four week period provided that in doing so the employee works an average of 37 ½ hours per week over each four week period and provided that the maximum number of straight time hours scheduled on any given workday will not exceed 8 hours and 20 minutes. Authorization of such schedules will not be unreasonably withheld. The employee and the employee's manager will make every reasonable effort to reach agreement on the appropriate number of days and hours of work and rest. Should the parties not reach agreement, the compressed work week will not be implemented.

It is understood that management may require an employee to work during "earned time off" in exchange for other time off during the June 15 to September 15 period, on the understanding that such an exchange will not result in additional overtime payment.

An employee may request to exchange "earned time off" for other time during the June 15 to September 15 period on the understanding that such an exchange will not result in additional overtime.

All "earned time off" must be used between June 15 and September 15 of the year they were earned.

Where an employee on a compressed work week schedule enjoys a statutory holiday, the additional minutes of work (up to fifty (50)) owing on that day shall be subject to recovery by whatever mutually agreed upon method the employee and manager deem appropriate. Where such agreement is not achieved, the matter will be escalated to the Union and the Company at the national level.

For employees working in the training environment, the compressed work week may be approved only if it does not lengthen training time for trainees. For example, but not limited to the following, the compressed work week may be used when there is no training taking place or when there are sufficient instructors available to provide the required training.

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 three (3) 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.

(c) If an employee is salary protected their additional compensation under this clause shall be 6.6% of their salary protected normal pay.

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>
ATC 00	No increments
ATC 1 to ATC 7 (inclusive)	52 weeks
AI-1 to AI-7 (inclusive)	52 weeks

17.08 On-the-Job Training Bonus

When an operating controller in a control tower or area control centre 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 twelve dollars (\$12.00) for each hour so engaged. A fraction of an hour shall be paid on a prorated basis. The duration for such on-the-job training will be in accordance with unit standards for such training.

Data Systems Co-ordinators providing on the job training to controllers training to become Data Systems Co-ordinators in accordance with the unit standards for such training shall be entitled to receive twelve dollars (\$12.00) for each hour so engaged. A fraction of an hour shall be paid on a prorated basis.

17.09 Operational Language Recognition Premium

Operating controllers required to provide operational service in both official languages shall receive an annual premium of eight hundred dollars (\$800) to be paid monthly for each month that they earn ten days pay.

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.

Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

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 or a Control Tower 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.

EFFECTIVE MARCH 31, 2006, OFP shall continue only for those employees who are in receipt of salary protection on that date. If and when they move into the new classification system, their entitlement to OFP shall cease and they will receive the appropriate ATC premium.

ATC PREMIUM
(Becomes effective on March 31st 2006)

19.01 In addition to all other entitlements the employee may be eligible to receive, each employee shall be paid a premium for each calendar month in which the employee has earned at least ten (10) days' pay, based on the formula

Annual ATC 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 ATC Premium until qualified (initial checkout) at his or her first location. On check-out at that location, the employee shall be entitled to the ATC Premium of that location.

Any other employee who is entitled to an ATC Premium at a location and who moves to another location for the purposes of operational training will retain the ATC Premium 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 ATC Premium corresponding to the new location.

Any employee who accepts a non operational or DSC position shall transition to the ATC Premium corresponding to that new position upon reporting to the new position.

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

19.02 Employees in a 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) All employees shall be paid for overtime worked by them at two (2) times their straight-time hourly rate.

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

Employees at their 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.

Employees who have accumulated time off in lieu of overtime shall, upon request, be paid out any portion of this accumulated time off in lieu. Where an employee has not utilized accumulated time off in lieu of overtime by the end of the vacation 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 AND WEEKEND PREMIUM

- 22.01 Employees will receive a shift premium of ten dollars (\$10.00) for each shift worked between the hours of 1600 and 2300 and a shift premium of seventeen dollars (\$17.00) for each shift worked between the hours of 2300 and 0800.
- 22.02 An employee who works four (4) or more hours during the periods specified above shall be paid the shift premium. If an employee works a shift where both premiums could apply only the higher premium shall be paid.
- 22.03 Employees will receive an additional premium of \$1.25 per hour (pro-rated for partial hours) for every regular non-overtime hour worked on Saturday or Sunday.

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 works and/or travels, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of work and/or travel; and
 - (ii) at the applicable overtime rate for additional travel time in excess of the employee's regularly scheduled 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.
- (b) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of sixteen (16) hours' pay at the applicable overtime rate;
- (c) Operating employees who travel on a general holiday which is a scheduled working day shall be paid at one and one half (1 ½) times their regular straight time rate of pay for the first 8 hours and 28 minutes in accordance with 28.04. Any additional travel time shall be paid in accordance with 23.02(a)(ii).

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. For the purposes of travel to NCTI, the equivalent value for limousine fares from Ottawa or Montreal airports shall be fifty dollars (\$50.00) each way.

23.04 Alternative to Weekend Meals at NCTI - DSCs

- (a) Data Systems Coordinators undergoing training and who remain in residence at NCTI, for a course greater than three weeks in duration or for consecutive and contiguous courses cumulatively greater than three weeks in duration, may elect to receive the meal allowances provided for in the NCJC Travel guidelines in lieu of meals at NCTI for each weekend beginning with the third weekend.

The allowance will include all meals from the evening meal on Friday up to and including the noon meal on Sunday.

- (b) DSCs wishing to opt for this allowance will be required to advise the NCTI Registration Desk of their intentions not later than 5:00 p.m. of each Thursday that they are eligible and intend to exercise that option.
- (c) For greater clarity, the allowance is not payable for the first or second weekends of a stay.

23.05 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.

23.06 Application of Travel Program

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

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.
- 24.08 Employees who retire or die after twenty (20) years of continuous service shall have their unused sick leave credits paid off at a rate of fifty percent (50%) of the employee's final rate of pay in effect at the time of retirement.

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, grandmother, grandfather, brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), ward of the employee, grandchild, 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 five (5) 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. When circumstances dictate, the period may be split into four consecutive calendar days and a fifth day deferred to a later date to allow an employee to attend an interment service. In addition, the employee may be granted up to a total of 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, 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

- (1) 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.

(2) Employees on a day of rest shall receive compensation at the straight time rate for attending subpoenaed inquiries related to an employee's work duties, less any witness fees received. If subpoenaed by the Employer, employees will be compensated in accordance with the overtime article. Employees on a day of rest shall not be entitled to compensation when subpoenaed by the Union.

(3) Operational employees who are required to serve on juries will not be scheduled to work on weekends that fall before or after a full week (Monday to Friday inclusive) in which the employee serves on jury duty.

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 (including the children of the employee's spouse) in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing ten (10) 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 nine (9) 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 commencement of the leave 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 the leave commences 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.

26.11 Leave with Pay for Selection Process

An employee who participates as a candidate in a personnel selection process for a position in NAV CANADA shall suffer no loss of normal 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. Should all or any portion of the aforementioned period occur on the employee's regularly scheduled day of rest, such time will be added to the employee's accumulated bank of "time off in lieu of overtime" (Art. 20.02) at the straight-time rate in effect at that time, up to a maximum of the employee's normal scheduled daily hours of work.

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) one hundred and eighty-six decimal thirty-four (186.34) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
- (d) one hundred and ninety-four decimal eighty-one (194.81) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
- (e) two hundred and eleven decimal seventy-five (211.75) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
- (f) two hundred and twenty-eight decimal sixty-nine (228.69) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
- (g) two hundred and fifty-four decimal ten (254.10) hours per vacation year if the employee has completed twenty-eight (28) 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 sixty-five (165) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
- (d) one hundred and seventy-two decimal five (172.5) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
- (e) one hundred and eighty-seven decimal five (187.5) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
- (f) two hundred and two decimal five (202.5) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
- (g) two hundred and twenty-five (225) hours per vacation year if the employee has completed twenty-eight (28) 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 is entitled to utilize earned vacation leave with pay during his or her first six (6) months of continuous employment, subject to training and other operational requirements

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.
- (d) Non-operational employees may elect to carry forward unused vacation up to a maximum of ten (10) working days into the next vacation year on the same principles in the existing 27.07(a) and (b) and (c)(i)(ii) and (iv) but not including the last sentence of (c)(iv).

- 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) July 01;
- (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.

Effective March 31st, 2007, where an employee has not utilized this accumulated time off by the end of the vacation 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 1st, 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 1st 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. Unused lieu leave will be carried over into the following vacation year excepting only where the employee requests in writing that it be paid out, subject to clause (g) below.
- (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. However, any lieu days accumulated prior to June 1, 1982 will continue to be carried over to the following vacation year, unless and until the employee requests that they be paid off in accordance with the foregoing sentence.
- (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.
- (i) Where an employee has received authorization for a period of leave of absence without pay of at least 365 days, he or she will not be credited with lieu leave as identified in Clause (a) (ii) above while on such leave. In such a circumstance, upon his or her return, the employee will receive lieu credits for those designated holidays (Article 28.01) remaining during that vacation year, at the rate of 8.47 hours per holiday. If the employee is on an authorized leave of absence without pay for a period of less than 365 days they will be credited with lieu leave as if they had been at work.

- (j) Controllers who become operational at some point after April 1st will receive lieu leave credits equivalent to the number of designated holidays that remain in that vacation year (at the rate of 8.47 hours per holiday).

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, 2003 and each new period commencing at three-year intervals from that date.

IFR and Tower Units in USA FIRs

Originating FIR	Category 1 & 4 Controller Destinations	Category 3 & 5 Controller Destinations
Vancouver	Anchorage, Seattle, Oakland, IFR Units	Seattle, Portland, San Francisco, Oakland, and Anchorage Towers Honolulu Tower – Vancouver Tower only.
Edmonton	Seattle, Salt Lake City, Anchorage IFR Units	Seattle, Portland, Salt Lake City, and Anchorage Towers
Winnipeg	Salt Lake City, Minneapolis, Chicago IFR Units	Salt Lake City, Minneapolis, and Chicago Towers

Toronto	Chicago, Cleveland, Detroit, New York, Boston IFR Units	Chicago, Detroit, Cleveland, New York, and Boston Towers
Montreal	Cleveland, Detroit, New York, Boston IFR Units	Detroit, Cleveland, New York, and Boston Towers
Moncton	Boston, New York IFR Units	Boston and New York Towers
Gander	Boston, New York IFR Units	Boston and New York Towers

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.

- 29.03 (a) NAV CANADA shall provide familiarization flights to all employees having three (3) or more years' continuous 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 Centre 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 Centre 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 Centre 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:

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

- (b) 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
- (c) 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.

30.05 Employees are required to immediately notify the Employer if they receive any information from Transport Canada, the Regional Aviation Medical Officer (RAMO) and/or a Civil Aviation Medical Examiner (CAME) that might restrict or effect their medical certificate or ability to control air traffic.

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.

Designated employees are entitled to count CAF service for continuous employment purposes if they meet all the following conditions:

- performing duties on an ongoing basis
 - has an honourable release from the CAF and was appointed to the Public Service within three months from the day on which they were so released; and
 - has made a valid election to contribute to the pension plan for CAF service.
- (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 or ATC 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

Seniority shall be lost and employment shall cease if the employee:

- (a) is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator;
- (b) retires;
- (c) resigns;
- (d) 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;
- (e) is laid off for a period of twelve (12) months;
- (f) 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;
- (g) 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 in the following order:
 - 1. Priority Placement
 - 2. National and/or Interim Bid Process
 - 3. Deployment to a different location
 - 4. Ab-initio placements subject to Article 32.27

Note that this order does not apply to Article 32.07

- (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

- (a) 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.
- (b) Prior to filling a position or project with a temporary or term employee, NAV CANADA will notify the Union's regional representative of the position or project the temporary or term employee is being placed into and the anticipated length of the appointment.

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.

Deployment shall not have a negative impact on employees affected by deferrals in the same unit or specialty.

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 ATC Level 4, 5 or 6 and no eligible employee has been identified at the location or in the region, NAV CANADA shall apply subparagraphs (1) and (2) of the process on a national basis.

The order of categories is as follows:

- (1) Qualified employees who have received notices of lay off (surplus) or who have been declared vulnerable;

- (2) Qualified employees on lay-off and retaining recall rights;
- (3) Qualified employees returning from leaves of absence of 12 months or more;
- (4) Employees who within the previous 12 months, had applied for and been previously deemed qualified for the same position in a competitive process.

Only employees at the same or higher level than the vacant position shall be considered under the present paragraph. (Excluding subclause {4})

32.06 Staffing of Non-supervisory Operating Positions through the National or Interim Bid Program via Transfer Down or Seniority Bid

If following the application of paragraph 32.05 the non-supervisory operating position still remains to be filled, it shall be filled under the National or Interim Bid Program.

- (a) All members of the bargaining unit including those on the recall list may participate in the Program except that, for the purposes of Seniority Bid only, employees who occupy positions at the ATC 7 levels are only eligible to participate in the Program provided that the position for which they will be training is at the ATC 6 level.

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

- (b) Non Eligible Employees

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:
 - (1) the individual had refused an offer of a training opportunity from article 32.10 which would start within one (1) year; or
 - (2) the individual had withdrawn after accepting a formal training offer from article 32.10, which contains a starting date which is deferred for more than one (1) year; or
 - (3) on which training was terminated either for withdrawing from or for failing to successfully complete any portion of an operational non-

supervisory training program pursuant to clause 32.06; or

- (ii) 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;
- (iii) within five (5) years of having qualified in an operating position through the National or Interim Bid Program at the same level;
- (iv) within three (3) years of having qualified in an operating position through the National or Interim Bid Program;
- (v) within two (2) years of having qualified in an operating position as a new employee in the bargaining unit;
- (vi) within three (3) years of having reported to a position staffed through the competitive process.

NOTE: Employees will be deemed eligible to apply if they will become eligible prior to the commencement of the training opportunity advertised in the National Bid or an Interim Bid.

- (c) Employees whose names remain on the list of applicants and locations on the National Bid process as described in Clause 32.10, and who have not yet received an offer of a training opportunity in any Bid process for that year, remain eligible to participate in all bid processes run for training opportunities during that year.
- (d) Additional conditions of the Transfer Down portion of this Program are as follows:
 - (i) Eligibility

Operating controllers and supervisors are eligible to participate in a Transfer Down, 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 level Operating Control Position.
 - (ii) Single Use of Transfer Down During Career

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

(iii) Salary Level Adjusted

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

(iv) Loss of Technical Proficiency

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

(v) Position Not Protected

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

(vi) Alternate Position

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

32.07 Staffing of Data Systems Coordinator (DSC), Traffic Management Unit (TMU), Supervisory and Non-Operating Positions through Competitive Staffing Provisions

The staffing order in 32.01 (b) does not apply to this process.

The following conditions apply to the staffing of DSC, 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.

Should the company decide to cancel the competition a posting will be sent via the same distribution means as the original posting as well as being sent to all those who had already applied, announcing the cancellation of the competition and the rationale.

(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 the following conditions are met:

- (1) the employee occupies a position in the area of selection included on the posting;
- (2) the employee has not refused or abandoned a non operational or Data Systems Coordinator position at the same level during the preceding 36 months.
- (3) Specifically for DSC positions, qualified employees occupying permanent positions at Head Office, the TSC, the Sim Centre, the NOC and Automation Instructors at NCTI will be deemed to be in the “area of selection” and therefore can apply on the DSC competitions. In this instance, “qualified” means the employee possesses an ATC licence with an IFR endorsement.
- (4) Specifically for TMU positions, the area of selection will be national

32.08 Employee Qualifications

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

32.09 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 Data Systems Co-ordinator, 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. Candidates unsuccessful in a competition held under the Competitive Staffing Provisions, shall be granted a post interview de-brief, if requested by the employee.

32.10 Posting/Selection Requirements

During the month of June every year NAV CANADA will publish a new list of anticipated training opportunities by location and specialty that will be staffed through the National Bid Program for the upcoming calendar year. Eligible employees interested in these or any other possible training opportunities will be required to submit a prioritized listing of not more than two (2) locations (may be Specialty specific) of their choice. NAV CANADA will publish this list of locations and applicants for a period of two (2) weeks, during which time these employees will have the opportunity to withdraw their names from the list. Thereafter, NAV CANADA shall select employees for such available training opportunities from this list. Employees who have not received an offer under this program may withdraw their bid at any time without penalty. Where an employee must be deferred in accordance with Clause 32.11, NAV CANADA may assign the training opportunity to ab-initio employees.

If a vacancy does occur in a position after the list has been published and for which employees have not indicated a preference, the employer may either run an Interim Bid or fill the vacancy with an ab-initio.

Any postings for vacant Data Systems Co-ordinator, supervisory and non-operating positions shall be posted for at least fourteen (14) days. The posting shall include any of the appropriate information referred to in paragraph 32.07 (a) above.

32.11 Deferred Training

A successful applicant shall be assigned to the training program for the position under the National or Interim 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:

- (a) one controller, at units/specialties with a control requirement of eight (8) or less;
- (b) two controllers, at units/specialties with a control requirement of nine (9) to fourteen (14); or
- (c) three controllers, at units/specialties with a control requirement of fifteen (15) or more.

32.12 Procedures in Event of Delay

The following procedures shall apply in the event that the filling of a position staffed by the National or Interim Bid Program is delayed:

- (a) NAV CANADA shall immediately notify the Union that it intends to rely on paragraph 32.11 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.

32.13 Training Period

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

32.14 Return Rights

- (a) A successful applicant under either the National or Interim Bid Program (excluding Transfer Down) or the competitive process for Operational Supervisor positions 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 Data Systems Co-ordinator and non-operating positions 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.

32.15 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 nine (9) calendar days to respond to the notice.

32.16 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.

32.17 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.

32.18 Projects and Temporary Positions

The positions referred to in paragraph 32.17 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.

32.19 Requalification

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

32.20 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.

32.21 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 salary protected.

32.22 Probationary Period

For all Air Traffic Controllers-in-training in Control Towers, 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 a unit.

For all Air Traffic Controllers-in-training in Area Control Centres, the employee shall be a probationary employee from the date he or she reports to the On-the-Job Training phase at his or her first unit until such time as the employee has been fully qualified at a unit.

32.23 Second Language Proficiency

Notwithstanding paragraph 32.22, 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.

32.24 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 NAV CANADA shall not be governed by the present collective agreement.

32.25 Definition of Regular Employee

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

32.26 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.

32.27 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.

32.28 List of Permanent Positions

Once during the first twelve months from the signing of this agreement, and every year thereafter, NAV CANADA shall provide the Union with a list of all permanent positions within the bargaining unit.

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 (See Appendix F) ;

- (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 continuous 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

- (a) 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.

- (b) In the event that layoff at a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee at that location for the purpose of providing a position and continued employment to the person subject to layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.
- (c) In the event that layoff not confined to a particular location is the result of technological change NAV CANADA will accept the offer of resignation by an equally qualified employee for the purpose of providing a position and continued employment to the person subject to layoff. The employee accepting termination shall be entitled to the NAV CANADA departure incentive program.

NOTE Articles 33.05(b) and (c) will apply until the expiry of the collective agreement.

33.06 Unsuccessful in Training

A surplus employee unsuccessful in training shall be eligible for the option provided for in paragraph 33.03 (d) 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.

35.02 Only the following specific Articles of the NAV Canada Pension Plan (Effective January 1, 2009) are deemed to be included in the collective agreement:

Article 2 - Eligibility and Membership

Article 3 - Crediting of Service

Article 4 - Contributions

Article 5 - Benefits on Retirement, Termination or Death

Article 6 - Maximum Pension Benefits

Article 7 - Payment of Pensions

Article 13 - Marriage Breakdown (including also subsection 14.7 for completeness)

Part A

Article A2 - Service

Article A3 - Contributions

Article A4 - Retirement Benefits

Article A5 - Post Retirement Death Benefits

Article A6 - Termination of Services

Article A7 - Pre-retirement Death Benefits

Article A8 - Disability Benefits

Article A9 - Inflation Adjustments for Pensions in Payment

Definitions set out in Article 1 and Article A1 are included inasmuch as they would be required to interpret one of the articles listed above.

35.03 For clarity, the NAV CANADA Pension Plan may not be discontinued without the express written consent of both parties in so far as it relates to CATCA.

35.04 The company may offer, on a voluntary basis to all new employees as of September 1, 2008 and to any existing employees on a one time, prospective and irrevocable basis, a new voluntary non-contributory option. After being given the appropriate amount of time to review the two pension options, a new hire who declines the voluntary option shall be required to join the current contributory NAV Canada Pension plan. The terms of this option, given its voluntary nature, will be determined solely by the Company.

35.05 The Memorandum of Agreement Re: NAV CANADA Pension Plan between the parties, dated May 28, 2008, shall form part of this collective agreement.

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 Programs

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

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

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
CLASSIFICATION

40.01 The classification system shall be the system contained in the NAV CANADA/CATCA Classification System Document dated September 7, 2005.

ARTICLE 41

LANGUAGE OF NEGOTIATION

- 41.01 Both English and French versions of the agreement have equal force and effect.
- 41.02 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.
- 41.03 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.
- 41.04 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.
- 41.05 The arbitration board shall not have jurisdiction to alter or modify the text in which language the provision was negotiated.

ARTICLE 42

PRINTING OF AGREEMENT

42.01 Copies of Collective Agreement

NAV CANADA agrees to make available an electronic copy of the collective agreement to all members of the bargaining unit.

ARTICLE 43

APPLICATION, DURATION, MODIFICATION

- 43.01 The provisions of this Agreement apply to the Union, employees and NAV CANADA.
- 43.02 Unless otherwise expressly stipulated, this Agreement shall become effective on the date of ratification (August 12, 2011) and shall remain in effect until March 31, 2013.
- 43.03 This Agreement may be amended by mutual consent.
- 43.04 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 day of the month of, September 2011

NAV CANADA

CATCA /CAW LOCAL 5454

Richard J. Dixon, Vice President and
Human Resources Officer

Greg Myles
President

Jacques A. Emond
Chief Negotiator

Doug Best
Executive Vice President

Elizabeth Cameron
Assistant Vice President, Labour and
Employee Relations

Abe Rosner
CAW National Representative

Phil Valois
Labour Relations Manager

Ron Smith
CAW National Representative

Heather Bell
Negotiating Team Member

Rob Allan
Vice President, Atlantic Region

Duane Clefstad
Negotiating Team Member

Yves Langlois
Vice President, St Laurent Region

George Donovan
Negotiating Team Member

Peter Duffey
Vice President, Central Region

Trevor Johnson
Negotiating Team Member

Bryan Healey
Vice President, Prairie Region

Helle Ottosen
Negotiating Team Member

Scott Shields
Vice President, Pacific Region

Brenda Seeger
Negotiating Team Member

Mark Bernard
Negotiating Team Member

Jorge Talbott
Negotiating Team Member

David Doerksen
Negotiating Team Member

Robert Evans
Negotiating Team Member

David Hartwick
Negotiating Team Member

James Krause
Negotiating Team Member

Richard Landreville
Negotiating Team Member

Sophie Noel
Negotiating Team Member

Genevieve St Pierre
Negotiating Team Member

Roger Soucy
Negotiating Team Member

Appendix "A"
AI- Air Traffic Controller Group
Annual Rates of Pay

A- Effective April 1, 2011
B- - Effective April 1, 2012

ATC-0	A	36373										
	B	37465										
ATC-1	A	61832	64714	67598	70483	73365	76248	79132	82017	84900	87784	90666
	B	63687	66656	69626	72598	75566	78536	81506	84478	87447	90418	93386
ATC-2	A	65913	68988	72060	75135	78209	81282	84354	87429	90502	93576	96651
	B	67891	71058	74222	77390	80556	83721	86885	90052	93218	96384	99551
ATC-3	A	70263	73540	76818	80092	83369	86647	89923	93200	96475	99753	103028
	B	72371	75747	79123	82495	85871	89247	92621	95996	99370	102746	106119
ATC-4	A	74901	78392	81887	85378	88874	92365	95855	99350	102841	106337	109827
	B	77149	80744	84344	87940	91541	95136	98731	102331	105927	109528	113122
ATC-5	A	79844	83565	87290	91012	94738	98460	102183	105907	109630	113353	117074
	B	82240	86072	89909	93743	97581	101414	105249	109085	112919	116754	120587
ATC-6	A	85116	89083	93052	97018	100988	104961	108927	112896	116862	120835	124803
	B	87670	91756	95844	99929	104018	108110	112195	116283	120368	124461	128548
ATC-7	A	90730	94960	99193	103423	107653	111885	116114	120347	124578	128808	133039
	B	93452	97809	102169	106526	110883	115242	119598	123958	128316	132673	137031

Appendix "A"
AI- Air Traffic Controller Group
Annual Rates of Pay

A- Effective April 1, 2011
B- Effective April 1, 2012

Protected Operating Employees

AI-01	A	52557	55616	58683	61746	64804	67872	70941	73994	77064	80130	83192
	B	54134	57285	60444	63599	66749	69909	73070	76214	79376	82534	85688
AI-02	A	62767	65830	68894	71954	75024	78088	81149	84211	87282	90340	93404
	B	64651	67805	70961	74113	77275	80431	83584	86738	89901	93051	96207
AI-03	A	73658	76725	79789	82849	85914	88980	92044	95105	98172	101233	104295
	B	75868	79027	82183	85335	88492	91650	94806	97959	101118	104270	107424
AI-04	A	83546	86696	89857	93006	96164	99323	102474	105637	108790	111944	115102
	B	86053	89297	92553	95797	99049	102303	105549	108807	112054	115303	118556
AI-05	A	88808	92139	95471	98800	102128	105453	108783	112122	115447	118776	122109
	B	91473	94904	98336	101764	105192	108617	112047	115486	118911	122340	125773

Appendix "A"
AI- Air Traffic Controller Group
Annual Rates of Pay

A – Effective April 1, 2011
B – Effective April 1, 2012

Protected Non-Operating Employees

AI-01	A	48058	50915	53768	56615	59470	62313	65167	68019	70873	73720	76576
	B	49500	52443	55382	58314	61255	64183	67123	70060	73000	75932	78874
AI-02	A	59989	62843	65692	68538	71392	74243	77092	79945	82793	85646	88494
	B	61789	64729	67663	70595	73534	76471	79405	82344	85277	88216	91149
AI-03	A	73802	76659	79516	82367	85221	88076	90931	93785	96639	99493	102342
	B	76017	78959	81902	84839	87778	90719	93659	96599	99539	102478	105413
AI-04	A	85627	88482	91342	94191	97045	99903	102750	105612	108464	111316	114176
	B	88196	91137	94083	97017	99957	102901	105833	108781	111718	114656	117602
AI-05	A	94034	96892	99742	102594	105449	108301	111150	114014	116867	119719	122576
	B	96856	99799	102735	105672	108613	111551	114485	117435	120374	123311	126254
AI-06	A	95581	98431	101289	104141	106994	109846	112703	115563	118422	121254	124124
	B	98449	101384	104328	107266	110204	113142	116085	119030	121975	124892	127848
AI-07	A	96919	99768	102625	105482	108329	111182	114042	116899	119752	122593	125460
	B	99827	102762	105704	108647	111579	114518	117464	120406	123345	126271	129224

APPENDIX "B"
ANNUAL ATC PREMIUM

A – Effective April 1, 2011

B- Effective April 1, 2012

ATC Premium Level	A	B
1	27,889	28,726
2	23,707	24,419
3	20,150	20,755
4	17,128	17,642
5	14,561	14,998
6	12,377	12,749
7	10,521	10,837
8	8,942	9,211
9	7,603	7,832
10	6,462	6,656
11	5,493	5,658
12	4,672	4,813
13	3,972	4,092
14	3,376	3,478
ATC NOP AT HQ, NCTI, TSC, Tom Roberts	11,919	12,277
NOC	17,997	18,537

APPENDIX "B"
ANNUAL OPERATIONAL FACILITY PREMIUM (OFP)

A – Effective April 1, 2011

B – Effective April 1, 2012

Group	A	B	
1	\$1,223	\$1,260	St-Andrews Tower Pitt Meadows Tower (*\$1,193) Langley Tower St-Jean Tower Whitehorse Tower Villeneuve
2	\$2,281	\$2,350	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	\$3,642	\$3,752	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
4	\$4,852	\$4,998	Victoria Tower Halifax Tower Edmonton Intl Tower St-Hubert Tower Quebec Tower

5	\$6,064	\$6,246	Winnipeg Tower Ottawa Tower
6	\$9,398	\$9,680	Calgary Tower Dorval Tower
7	\$12,124	\$12,488	Edmonton ACC Winnipeg ACC Gander ACC Vancouver Intl Tower Moncton ACC Ottawa TCU
8	\$15,457	\$15,921	Montreal ACC
9	\$18,791	\$19,355	Vancouver ACC
10	\$22,124 \$22,124	\$22,788 \$22,788	Toronto ACC Toronto Tower

APPENDIX "C"

FLIGHT/VISIT TRAINING PROGRAM DESTINATION

CATEGORY	PRIMARY DESTINATION
1. Controllers, Supervisors, Unit Procedures Specialists and Data System Coordinators in ACCs	A. Domestic 1. ACC in adjacent Canadian FIR 2. IFR Unit in USA FIR (see chart Article 29) 3. Ottawa Head Office 4. Tower in FIR B. Long Range
2. Controllers, Supervisors and Unit Operations Specialists in ATC-1 and ATC-2 level control towers	A. Domestic 1. ACC in same FIR 2. Tower in Canadian FIR 3. Regional Office
3. Controllers, Supervisors, Unit Procedures Specialists and Unit Operations Specialists in ATC-3, ATC-4 ATC-5 and ATC-6 level control towers.	A. Domestic 1. ACC in same FIR 2. ATC-1 and ATC-2 Towers subject to: i) Any ATC-1 or ATC-2 Tower in YVR, YEG, or YWG FIRs if located within on of these FIRs; or ii) Any ATC-1 or ATC-2 Tower in YYZ, YUL, YQM or YQX FIRs if located within one of these FIRs. 3. Any ATC-3, ATC-4, ATC-5 or ATC-6 Tower in Canadian FIR 4. Tower in USA FIR (see chart Article 29) 5. Regional Office
4. ITU Program Specialists	A. Domestic 1. Unit in same FIR 2. ITU/ACC in Canadian FIR 3. IFR Unit in USA FIR (see chart Article 29) 4. NAV CANADA Training Institute 5. Ottawa Head Office B. Long Range

CATEGORY**PRIMARY DESTINATION**

5. Airport Operations Specialists

- A. Domestic
 - 1. Unit in Canadian FIR
 - 2. Tower Unit in USA FIR (see chart Article 29)
 - 3. NAV CANADA Training Institute
 - 4. Ottawa Head Office

6. Headquarters Specialists and Supervisors

- A. Domestic
 - 1. ITU – Montreal, Toronto
 - 2. ACC/Tower - Toronto, Montreal, Moncton, Winnipeg
 - 3. USA Unit Boston, New York, Chicago
 - 4. FAA School, Oklahoma City
 - 5. FAA Technical Centre, Atlantic City
 - 6. FAA Washington
- B. Long Range
(Except VFR Specialists)

7. NAV CANADA Training Institute Instructors and Course Maintenance Specialists

- A. Domestic
 - 1. Unit in Toronto or Montreal FIR
 - 2. USA Unit - Boston, New York or Chicago
 - 3. FAA School - Oklahoma City

8. National Operations Centre

- A. Domestic
 - 1. ACC in Canadian FIR
 - 2. Control Tower at Vancouver, Calgary, Toronto, Montreal/Dorval
 - 3. FAA ATSSCC - Washington, D.C.
- B. Long Range (one unit only)
 - 1. Central Flow Management Unit - Brussels

APPENDIX "D"
SUPERVISORY DIFFERENTIAL

NOTE: Effective March 31, 2006, this supervisory differential shall continue only for those employees who at that time are receiving the supervisory differential and who are in receipt of salary protection. If and when they move into the new classification system, their entitlement to the supervisory differential shall cease.

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

Protected Operating Employees

AI-01

Effective April 1, 2011

A	5.0%	55186	58397	61617	64834	68044	71266	74488	77693	80917	84137	87352
B	5.0%	55186	58397	61617	64834	68044	71266	74488	77693	80917	84137	87352

Effective April 1, 2012

A	5.0%	56842	60149	63466	66780	70086	73404	76723	80024	83345	86662	89973
B	5.0%	56842	60149	63466	66780	70086	73404	76723	80024	83345	86662	89973

AI-02

Effective April 1, 2011

A	5.0%	65905	69122	72339	75552	78775	81993	85207	88422	91646	94857	98075
B	5.0%	65905	69122	72339	75552	78775	81993	85207	88422	91646	94857	98075

Effective April 1, 2012

A	5.0%	67883	71196	74510	77819	81139	84453	87764	91075	94396	97703	101018
B	5.0%	67883	71196	74510	77819	81139	84453	87764	91075	94396	97703	101018

AI-03

Effective April 1, 2011

A	5.0%	77341	80562	83780	86991	90210	93430	96647	99860	103081	106295	109510
B	5.0%	77341	80562	83780	86991	90210	93430	96647	99860	103081	106295	109510

Effective April 1, 2012

A	5.0%	79662	82979	86294	89601	92917	96233	99547	102856	106174	109484	112796
B	5.0%	79662	82979	86294	89601	92917	96233	99547	102856	106174	109484	112796

AI-04

Effective April 1, 2011

A	5.0%	87724	91031	94350	97657	100973	104290	107598	110919	114231	117542	120858
B	5.0%	87724	91031	94350	97657	100973	104290	107598	110919	114231	117542	120858

Effective April 1, 2012

A	5.0%	90356	93762	97181	100587	104003	107419	110826	114247	117658	121069	124484
B	5.0%	90356	93762	97181	100587	104003	107419	110826	114247	117658	121069	124484

AI-05

Effective April 1, 2011

A	5.0%	93249	96746	100245	103741	107235	110727	114222	117728	121220	124715	128215
B	5.0%	93249	96746	100245	103741	107235	110727	114222	117728	121220	124715	128215

Effective April 1, 2012

A	5.0%	96047	99649	103253	106854	110453	114049	117649	121260	124857	128457	132062
B	5.0%	96047	99649	103253	106854	110453	114049	117649	121260	124857	128457	132062

Appendix "D"
Air Traffic Control Group
Supervisory Rates

Protected Non-Operating Employees

AI-01

Effective April 1, 2011

A	2.0%	49020	51934	54844	57748	60659	63560	66471	69379	72291	75195	78107
B	4.0%	49981	52953	55919	58880	61849	64806	67773	70740	73708	76669	79639
C	5.0%	50461	53462	56457	59447	62443	65429	68425	71420	74417	77406	80405
D	6.0%	50942	53970	56995	60012	63039	66052	69077	72100	75126	78144	81171

Effective April 1, 2012

A	2.0%	50491	53493	56490	59481	62479	65467	68466	71461	74460	77451	80451
B	4.0%	51481	54542	57597	60647	63705	66751	69807	72863	75920	78970	82029
C	5.0%	51975	55066	58151	61231	64317	67392	70478	73563	76650	79729	82818
D	6.0%	52471	55590	58705	61813	64931	68034	71150	74263	77380	80489	83607

AI-02

Effective April 1, 2011

A	2.0%	61189	64100	67006	69909	72820	75728	78634	81545	84449	87360	90265
B	4.0%	62389	65357	68320	71280	74248	77213	80176	83143	86105	89073	92034
C	5.0%	62989	65985	68977	71966	74962	77955	80947	83942	86934	89929	92919
D	6.0%	63589	66614	69634	72651	75676	78698	81718	84742	87761	90785	93804

Effective April 1, 2012

A	2.0%	63025	66023	69017	72007	75005	78000	80994	83992	86983	89981	92973
B	4.0%	64261	67318	70370	73419	76476	79530	82582	85638	88689	91746	94796
C	5.0%	64879	67965	71047	74125	77211	80294	83376	86461	89543	92627	95707

D	6.0%	65497	68613	71724	74831	77947	81059	84170	87285	90394	93510	96619
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AI-03

Effective April 1, 2011

A	2.0%	75279	78193	81107	84015	86925	89838	92750	95662	98573	101483	104390
B	4.0%	76755	79727	82697	85661	88630	91599	94569	97537	100505	103473	106437
C	5.0%	77493	40493	83492	86485	89482	92480	95478	98475	101472	104468	107460
D	6.0%	78231	81259	84287	87309	90335	93361	96387	99413	102438	105463	108483

Effective April 1, 2012

A	2.0%	77538	80539	83541	86536	89533	92534	95533	98532	101531	104528	107522
B	4.0%	79058	82119	85178	88231	91289	94347	97407	100464	103521	106578	109631
C	5.0%	79818	82908	85997	89080	92167	95255	98343	101430	104517	107603	110684
D	6.0%	80578	83697	86817	89929	93046	96162	99279	102396	105512	108627	111738

AI-04

Effective April 1, 2011

A	2.0%	87340	90252	93169	96075	98987	101901	104806	107724	110634	113543	116460
B	4.0%	89053	92022	94996	97959	100927	103900	106861	109837	112803	115768	118743
C	5.0%	89909	92906	95910	98901	101897	104899	107888	110892	113888	116882	119885
D	6.0%	90765	93791	96823	99843	102869	105898	108916	111949	114972	117995	121027

Effective April 1, 2012

A	2.0%	89961	92960	95965	98958	101957	104959	107951	110956	113954	116950	119954
B	4.0%	91725	94783	97846	100898	103955	107017	110067	113133	116188	119242	112306
C	5.0%	92607	95694	98788	101869	104954	108046	111125	114219	117305	120389	123482
D	6.0%	93488	96605	99728	102839	105956	109075	112184	115308	118422	121535	124658

AI-05

Effective April 1, 2011

A	2.0%	95915	98830	101737	104646	107558	110467	113374	116295	119205	122114	125028
B	4.0%	97796	100767	103732	106698	109668	112633	115596	118575	121543	124509	127479

C	5.0%	98736	101737	104729	107724	110721	113717	116708	119715	122712	125706	128705
D	6.0%	99677	102706	105727	108750	111776	114799	117819	120856	123880	126903	129931

Effective April 1, 2012

A	2.0%	98793	101795	104790	107786	110785	113782	116776	119784	122782	125778	128779
B	4.0%	100730	103791	106844	109899	112959	116012	119064	122133	125190	128245	131304
C	5.0%	101699	104790	107871	110956	114043	117129	120210	123307	126394	129478	132567
D	6.0%	102668	105788	108899	112013	115130	118243	121354	124482	127597	130711	133829

AI-06

Effective April 1, 2011

A	2.0%	97493	100401	103315	106224	109134	112043	114958	117875	120791	123680	126607
B	4.0%	99405	102369	105341	108307	111274	114240	117211	120186	123159	126104	129089
C	5.0%	100361	103354	106353	109348	112344	115339	118338	121342	124343	127318	130331
D	6.0%	101316	104337	107367	110390	113414	116437	119466	122497	125528	128530	131572

Effective April 1, 2012

A	2.0%	100418	103414	106415	109411	112409	115405	118407	121412	124415	127391	130406
B	4.0%	102388	105441	108502	111557	114613	117668	120728	123792	126854	129888	132962
C	5.0%	103372	106455	109544	112629	115715	118800	121889	124983	128074	131138	134241
D	6.0%	104356	107468	110589	113702	116817	119931	123050	126172	129294	132386	135520

AI-07

Effective April 1, 2011

A	2.0%	98858	101764	104677	107592	110496	113406	116324	119237	122148	125046	127970
B	4.0%	100796	103760	106730	109702	112662	115629	118604	121576	124543	127497	130479
C	5.0%	101766	104758	107756	110756	113745	116742	119744	122745	125741	128724	131733
D	6.0%	102735	105755	108783	111811	114829	117853	120885	123914	126938	129949	132988

Effective April 1, 2012

A	2.0%	101824	104817	107818	110820	113811	116809	119814	122815	125813	128798	131810
B	4.0%	103820	106873	109932	112994	116042	119098	122163	125224	128280	131322	134394

C	5.0%	104819	107901	110989	114079	117158	120245	123337	126428	129514	132586	135685
D	6.0%	105818	108928	112047	115166	118274	121389	124512	127632	130747	133848	136978

APPENDIX “E”

LIST OF ARBITRATORS

Brian Keller
Tom Jolliffe
Douglas Stanley
Kenneth Swan
Michel Picher
Paul Knopf
Maureen Saltman
Ted Weatherill

APPENDIX “F”

THE NAV CANADA DEPARTURE INCENTIVE PROGRAM (DIP) APPLICABLE TO CATCA MEMBERS

Purpose

This document outlines the compensation package that we offer to employees who are members of the CATCA bargaining unit who, being surplus to NAV CANADA requirements, lose employment as a consequence.

The Departure Incentive Program Compensation Package

Employees who are members of the above bargaining unit and who lose employment after being declared surplus will receive a lump-sum cash payment on departure or, if desired spread over the year of termination and the following two calendar years. In addition, certain other benefits will be offered. The lump-sum cash payment includes severance pay that may be payable and will be calculated on the basis of weeks of pay and will be as shown.

Continuous Service Criteria	DIP Compensation
Up to and including one (1) full year of service	8 weeks pay
2 years of service	10 weeks pay
3 years of service	12 weeks pay
4 years of service	14 weeks pay
5 years of service	16 weeks pay
6 years of service	18 weeks pay
7 years of service	20 weeks pay
8 years of service	22 weeks pay
9 years of service	24 weeks pay
10 years of service	26 weeks pay
11 years of service	28 weeks pay
12 years of service	30 weeks pay
13 years of service	32 weeks pay
14 years of service	34 weeks pay
15 years of service	36 weeks pay
16 years of service	38 weeks pay
17 years of service	40 weeks pay
18 years of service	42 weeks pay
19 years of service	44 weeks pay
20 years of service	46 weeks pay
21 years of service	48 weeks pay

Continuous Service Criteria	DIP Compensation
22 years of service	50 weeks pay
23 years of service	52 weeks pay
24 years of service	54 weeks pay
25 years of service	56 weeks pay
26 years of service	58 weeks pay
27 years of service	60 weeks pay
28 years of service	62 weeks pay
29 years of service	64 weeks pay
30 years of service	66 weeks pay
31 years of service or more	68 weeks pay

Again, note that the above amounts are inclusive of any severance pay that may be paid by NAV CANADA pursuant to the collective agreement.

Other Benefits

Employees who are entitled to an immediate pension benefit, and who choose to receive the monthly pension starting at time of resignation will also be eligible for

- basic life insurance coverage at the regular employee rates
- continued coverage in the NAV CANADA Dental Care Plan for a period of three months after the date of retirement at no cost to the employee.

Employees who are **not** eligible for an immediate pension benefit or who choose to defer receipt of their pension will be eligible for the following:

- the opportunity to convert Basic Life insurance coverage to coverage at “commercial” rates without the need for a medical provided application is made within 30 days of resignation.
- continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates.

Employees under age 50 will also be eligible for up to \$7,000 for financial planning, tax advice, re-education and other transition assistance.

LETTER OF UNDERSTANDING 1999-01

Re: Midnight Shifts

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 or Tower except where the parties agree to some other arrangement in respect of a particular location.

LETTER OF UNDERSTANDING 1999-06

Re: Maintenance of Salary

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.

LETTER OF UNDERSTANDING 1999-10

Re: Continuation of Certain Existing Terms and Conditions of Employment

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)
Employee Assistance Program
2. Parking for Shift Workers
3. Self Funded Leave
4. Pay Terms and Conditions
5. End of Month Benefit on Death

LETTER OF UNDERSTANDING 1999-13

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.

LETTER OF UNDERSTANDING 2003-02

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.

LETTER OF UNDERSTANDING 2003-03

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)/ATC Premium (19.01).

Therefore, the parties agree that :

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

The length of the shift is not material;

For the purposes of this calculation only, overtime shifts are counted as regularly scheduled shifts.

LETTER OF UNDERSTANDING 2003-05

Re: Gander ACC - ICAO Shift Assignments for Regular Shifts

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 traffic patterns. Changes may occur to start times to reflect changes in traffic patterns.

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

This Letter of Agreement applies to the ICAO specialty only.

Supervisors in the ICAO specialty 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.

LETTER OF UNDERSTANDING 2005-01

Re: Ten Hour Rule

Further to the Union's proposal to introduce opportunities to waive the ten hour rule, the parties have agreed to the following:

- (i) An employee has the responsibility to report to work, rested and prepared to perform their duties.
- (ii) The Employer will closely monitor the use of this waiver, keeping in mind that the principles of fatigue management will be adhered to at all times.
- (iii) Where either party believes that the use of this waiver results in concerns related to fatigue, degraded performance or other identified safety issues, it will give notice to the other in order to discuss in good faith, these concerns with a view to modify and/or amend the waiver provisions as required.

LETTER OF UNDERSTANDING 2005-02

Re: Ab-Initio Trainees and IFR Controllers in ITU

The parties agree that once IFR ATC Training moves from NCTI to an ITU, ab-initio trainees who thereafter begin IFR ATC Training at that ITU will not be issued a certificate of successful completion of a course in air traffic control until successful completion of the ITU portion of that training. Only upon issuance of such a certificate will these trainees become employees governed by the collective agreement. Such employees will be considered "operating employees" for the remainder of their training.

Upon the commencement of IFR ATC Training at a specific ITU, the following changes to the terms and conditions of employment of all controllers occupying, at that time or in the future, permanent positions in that ITU will take place:

1. Employees who choose to maintain or incumbents who re-validate their Medical Certificate will be assigned to the position of "IFR Controller". These employees will be "operating" for the purposes of Maintenance of Salary, the Retraining and Reassignment Program, and Pension. They will be considered "non-operating" employees for all other purposes, including but not limited to Hours of work, Overtime, Vacations and Holidays.
2. Employees without a valid Medical Certificate for whatever reason will be assigned to the position of "IFR Instructor". These employees will be considered "non-operating" employees for all purposes, including but not limited to Hours of Work, Overtime, Vacations, Holidays, Maintenance of Salary, the Retraining and Reassignment Program and Pension.
3. Incumbents who lose their Medical Certificate may choose to be placed on MOS if eligible or if not eligible, will be assigned to the position of "IFR Instructor".
4. In accordance with Clause 30.01(a), NAV CANADA will continue to pay the costs of maintaining the Medical Certificate for those employees who are assigned to the position of "IFR Controller" under this LOU.

NOTE: The same terms and conditions set out above for "IFR Controllers" and "IFR Instructors" shall apply, *mutatis mutandis*, to VFR Controllers and VFR Instructors.

LETTER OF UNDERSTANDING 2005-03

Re Maintenance of Salary – OFP – Leave Utilization

1. In accordance with arbitrator Kenneth Swan's award dated July 27, 2004, employees utilizing earned vacation or lieu leave credits during the Maintenance of Salary period (LOU 1999-06) are entitled to count such credits toward the ten days per month required to earn OFP or ATC premium (Article 19)
2. Employees who utilize earned sick leave credits during the Maintenance of Salary period shall also be entitled to count such credits toward the earning of OFP or ATC premium.
3. Where the end of the vacation year falls during an employee's Maintenance of Salary period, and the employee has unused vacation or lieu leave credits earned in the current year, the employee will not be paid out for such credits but will continue to utilize them during the Maintenance of Salary period in accordance with LOU 1999-06. Leave carried over from the previous year will be paid out in accordance with Article 27.07(c)(iv) and 28.05(g).
4. During the period when an employee is on maintenance of salary and is credited with lieu leave in accordance with Art. 28.05(a)(ii), such lieu leave hours will be debited from the employee, while still on maintenance of salary, only on the day of each designated holiday at the rate of 8.47 hours per holiday.
5. All shifts worked by an employee during the Maintenance of Salary period shall count toward the earning of OFP or ATC premium.

LETTER OF UNDERSTANDING 2009-01

Re: Use of Employer Facilities

This letter is to confirm our understanding reached during the current round of bargaining regarding the use of employer facilities for union business.

NAV CANADA shall permit CATCA and other unions to jointly use one space in each of the Area Control Centres (ACCs) as a union office where sufficient space currently exists or may in the future become available. NAV CANADA shall cooperate in facilitating access to communication (telephone, fax, internet, etc.) lines. The costs of installing and maintaining communication lines and equipment shall be borne by CATCA and/or other unions, as determined by those participating unions. Where such communication lines make use of NAV CANADA lines, CATCA and other participating unions shall ensure that NAV CANADA protocols are strictly followed to ensure data integrity, security, and privacy. NAV CANADA shall not make capital expenditures to create, furnish or finish the spaces. The cost of such expenditures shall be borne by CATCA and/or other participating unions, as determined by those participating unions.

In locations other than the ACCs, NAV CANADA is committed to the principle of providing useful space (including, but not limited to, the temporary use of employer's office space, training rooms, or lunch rooms) for the purposes of conducting union business on an ad-hoc basis, when such space has been requested. In addition, NAV CANADA agrees that, at a minimum, space for a locked cabinet should be provided to store union files. Concerns regarding the amount of space provided in sites other than the ACCs shall be brought to the site manager by the local union representative and shall be reviewed on a case-by-case basis with the principles of this letter in mind.

NAV CANADA may, on 60 days' written notice, reclaim any of the permanent spaces provided, subject to the commitments contained in this letter. Where such reclamation of the employer's space occurs, NAV CANADA shall reimburse CATCA for all reasonable and depreciated capital expenditures made in finishing the offices. The depreciated value shall be determined based on CRA capital cost allowance rates or NAV CANADA depreciation policy rates or 5 year straight line depreciation.

LETTER OF UNDERSTANDING 2011-01

Re: Travel and Relocation Expenses

In addition to the provisions in article 32.16, air traffic controllers may chose the following option while undergoing training for operational positions:

Temporary assistance up to a maximum of 18 months prior to qualification. This maximum assistance period may be extended by mutual agreement. This assistance will only include:

- (i) Reimbursement for rental accommodations up to a monthly maximum of \$1,000 upon submission of receipts.
- (ii) Transportation home once every 3 months of completed training in lieu of a HHT. This trip home will be to the employee's former place of duty to visit dependants living in the principal residence, or an equivalent trip for the spouse to the training location, at a time of the employee's choice during this period, work schedules permitting.

The employee will only be permitted to relocate upon qualification and this relocation must occur immediately. This may only be delayed due to children's school term and the employee will have a maximum of 30 days to sell residence.

This optional program will expire on August 31, 2013 not withstanding the term of the collective agreement.

LETTER OF UNDERSTANDING – 2011-02

Re: Voluntary Weekend Worker Trial

During the current round of collective bargaining CATCA and NAV CANADA agreed to renew the voluntary weekend worker trial negotiated during the previous round of bargaining and established in September of 2009. The trial shall be continued for the life of the current collective agreement. The following terms shall apply:

CATCA and NAV CANADA have agreed to undertake shift cycle trials whereby employee(s) agrees to work a triple 4/3, 5/2 cycle beginning on any day of the week provided scheduled days worked in each week are consecutive and include at least one of a Saturday or Sunday. This affords other employee(s) the opportunity of enjoying additional weekends off.

General Managers of each region will be authorized to enter into trials in any units/specialties that are interested (no limit), subject to local union consent, utilizing the following base criteria:

- Trials shall be for a 1-year period (taking into consideration the start/end of 56-day averaging periods)
- The trials shall be planned in advance, and the employer shall endeavour to place participants on weekend worker schedules before local annual leave selection commences.
- Voluntary participation (confirmation of interest and agreement through local manager and CATCA Branch Chair)
- Participants may not opt out during the trial
- Trial must be operationally feasible, and this to be determined by the discretion of management
- No loss, no gain in pay or hours in transition to or from weekend worker schedules
- Selection process for trial cycles shall be in accordance with Clause 16.02(h) of the collective agreement
- No employee's shift cycle will be changed as a result of this trial except by the employee's consent
- Participants in the trial are not eligible to select any newly generated cycles while on the trial.

Three months prior to end of trials, national representatives of union and management will meet to review the findings:

- Both parties must agree to extend trial or implement new schedules, otherwise trials are cancelled without prejudice to either party;

- If trials are cancelled, or if the employee opts out of the weekend worker initiative after the trial has concluded, those who changed cycles to participate in the trial will be guaranteed a cycle that contains at least as many weekends off as they enjoyed prior to participating in the trial.

LETTER OF UNDERSTANDING – 2011-03

Re: Hours of Work Committee

During the current round of bargaining the parties agreed to the creation of a joint Hours of Work committee. This committee discussed various scheduling scenarios to determine if a set of scheduling rules can be developed to meet the interests of both parties

CATCA's interests include in part improved work / life balance, reduced work week, improved work cycles and greater access to weekends off. The Company's interests include in part greater efficiency and flexibility in scheduling, increased productivity and cost neutrality.

The committee reviewed a number of options that may meet the parties interests stated above. It was agreed that additional analysis and work is required in order to confirm the feasibility and determine the associated costs of the implementation. The joint Hours of Work Committee will continue to conduct this analysis during the closed period of this collective agreement.

It is expressly understood that any changes to the current scheduling rules shall not be implemented until the next collective agreement is signed by the parties unless the parties have a mutual desire to do so at an earlier date. In either case, ratification by union members will be undertaken.

LETTER OF UNDERSTANDING 2011- 04

Re: Advisory Committee for Enhancement of Shift Schedules

This is to confirm our understanding reached during the current round of bargaining regarding the advisory committee for enhancing shift schedules.

NAV CANADA and CATCA will offer a joint service to assist local managers, along with local branch chairs, in attempting to improve the design of local shift schedules within the rules of the collective agreement.

The committee will consist of two (2) representatives, one appointed by each of management and the union. The committee shall review local schedules and provide non-binding advice on the possible enhancement of shift schedules in an attempt to meet the desires of local staff regarding hours of work and days off.

Reviews shall take place by teleconference, except where otherwise mutually agreed by union and management. The two representatives shall meet as required, but at least once during the life of the contract. There shall be no loss of pay for representatives appointed to the committee for time spent on committee work.

LETTER OF UNDERSTANDING 2011-05

Re: Non-Operating Employees – 16.08 (c) Compressed Work Week Trial and Overtime Averaging Provision

This letter is to confirm our understanding reached during the current round of bargaining regarding a trial expansion of the compressed work week for non-operating employees and modifications of article 16.08 (c) as follows:

For the duration of the current collective agreement, paragraph one of article 16.08 (c) will be modified. Managers may authorize compressed work week arrangements beyond the period June 15th to September 15th.

The Company may cease or the employee may opt out of individual compressed work week arrangements by providing a minimum of thirty calendar (30) days notice. This notice may be waived by mutual agreement of the local manager and the employee.

It is understood that management may require an employee to work during “earned time off” in exchange for other time off on the understanding that such an exchange will not result in additional overtime payment.

An employee may request to exchange “earned time off” for other time on the understanding that such an exchange will not result in additional overtime.

All “earned time off” must be used in the year they were earned.

The maximum number of consecutive hours worked in a day will be twelve (12) excluding travel days or in the event of operational emergencies.

The maximum number of consecutive days worked will be twelve (12).

The remainder of paragraphs 1, 5 and 6 of article 16.08 (c) remain status quo.

The parties commit to meeting and reviewing the results of this trial prior to the expiry of the collective agreement.

Article 16.08 (a) will be modified to read: Hours of work and overtime for non-operating employees will be averaged over a 365 day period.

LETTER OF UNDERSTANDING 2011-06

Re: Fort McMurray Housing

Pursuant to discussions held during the current round of collective bargaining, this letter confirms our understanding of additional measures we will undertake to address the issue of housing costs in Fort McMurray.

This letter expands the commitments made by the parties in our letter of understanding of July 2010 regarding Fort McMurray.

The Company is committed to providing support in securing affordable housing through our rental suppliers and at rates negotiated by NAV CANADA.

We understand that certain employees have existing housing arrangements and encourage them to utilise our services to reduce the housing rental rates they have currently incurred.

Where assistance has been offered to the employee and the employee believes that the assistance has not provided reasonable alternatives/options, they may submit an appeal to a hardship committee. This committee will review the assistance alternatives provided to the employee to date and determine whether and what, if any, alternative or additional offers of assistance should be considered and recommended.

A terminable amount up to the value of the ATCP Level 7 premium will be provided pro rated annually. Every 2 years post qualification, the amount up to ATCP Level 7 premium will be reduced by one level until such time as it matches the ATCP premium level for Fort McMurray. The employee must reside in Fort McMurray to receive this assistance. Based on the employee's individual placement on the increment level upon check out their ATCP premium will be adjusted in accordance with the above formula.

Employees in Fort McMurray may elect to not use the assistance of NAV CANADA to secure affordable housing. Housing secured on an individual basis without NAV CANADA's assistance will not be eligible for appeal to the Hardship Committee.

The parties agree to review the housing market in Fort McMurray on a regular basis to ensure current conditions are understood and to address issues as they arise.

LETTER OF UNDERSTANDING 2011-07

Re: Staffing of Operating UPS Positions – National Trial

Following a successful trial and the extension of an LOU originally initiated in the Vancouver ACC, the parties at the current round of collective bargaining have agreed to extend the Vancouver Operating UPS trial nationally for the duration of this collective agreement. The parties have agreed to the following on a without prejudice and without precedent basis:

1. When staffing future UPS positions, NAV CANADA shall first run competitive processes using the current requirement for a non-operational UPS position.
2. In the event no successful candidates are obtained after running the competition for non-operational UPS positions, a subsequent competition will be run for an operating UPS position on a temporary basis (up to two years).
3. At the end of the term, the above process will be repeated.
4. The area of selection FOR OPERATIONAL UPS shall be the applicable ACC where the vacancy arises. Only employees who hold valid medical certificates and are qualified and operationally current.
5. The successful candidates shall remain “operating” for all purposes and shall be placed on a shift cycle in accordance with Clause 16.02(d) of the collective agreement
6. The successful candidates must work at least four (4) regular scheduled operational shifts in each fifty-six (56) day averaging period in order to remain operationally current; and
7. This agreement may be terminated by providing 90 days notice in writing to the other party
8. Should this agreement be terminated in accordance with paragraph 7 above, any operational UPS will be given the option of returning to their previous position or revert to a non-operational UPS at the end of the notice period.