

**COLLECTIVE AGREEMENT  
BETWEEN  
NAV CANADA  
AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
(PSAC)**

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## **ARTICLE 1**

### **PURPOSE AND SCOPE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between NAV CANADA, the Alliance and the employees, and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
  
- 1.02 The parties to this Agreement share a desire to improve the quality of NAV CANADA and to promote the well-being and increased efficiency of its employees. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of NAV CANADA in which members of the bargaining units are employed.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada.
- (b) "Bargaining unit" means the Groups described in Article 7.
- (c) "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as prescribed in the employee's certificate of appointment on the day immediately prior to the day on which the leave is taken.
- (d) "Consultation" means a process whereby the parties share relevant information to engage in rational and informed discussion. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Alliance representatives attending a consultation meeting. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding. It is expressly understood that no commitment may be made by either party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.
- (e)
  - (i) continuous service means: unbroken service from the employee's last date of hire including authorized leaves of absence.
  - (ii) continuous employment means: continuous service including the cumulative periods of continuous service where interruptions in service of less than 3 months occur. The duration of breaks must be subtracted from the period of continuous employment.
  - (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee

engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule I under the said Act prior to November 1, 1996.

- (f) A “day of rest” in relation to a full time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.
- (g) “Double time” means two (2) times the employee’s hourly rate of pay.
- (h) "Employee" means a person employed in the bargaining unit.
- (i) “Holiday” means:
  - (1) The twenty four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
  - (2) However, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
    - (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
    - or
    - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.
- (j) “Lay off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.
- (k) “Leave” means an authorized absence from duty by an employee during his or her normal hours of work.
- (l) A “location” is identified by the premises where the employee normally works or the organization entity to which the position is attached.
- (m) “Membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee or special levy.

- (n) “Overtime” means work in excess of his or her scheduled daily hours of work for a full time employee. For employees engaged on less than a full time basis, it means work performed in excess of the normal scheduled hours of work for employees engaged on a full time basis who are doing similar work.
- (o) A “regular employee” is an employee hired on an ongoing basis for an indeterminate period.
- (p) “Spouse” is one of two persons legally married to one another or an individual in a relationship who has lived with another person for a period of at least one (1) year, continues to live with that person, and who has publicly represented that person as his/her spouse;
- (q) “Straight time rate” means the employee’s hourly rate of pay.
- (r) A “temporary employee” is an employee hired for a specific term. Temporary employees hired for a term exceeding four (4) consecutive months shall be governed by the provisions of the collective agreement specified in Appendix B.
- (s) “Weekly rate of pay” means an employee’s annual salary divided by 52.176.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.



### **ARTICLE 3**

#### **APPLICATION**

- 3.01 The provisions of this Agreement apply to the Alliance, employees and NAV CANADA.
- 3.02 Both the English and French texts of this Agreement will be official.

## **ARTICLE 4**

### **UNION RECOGNITION**

- 4.01 Every employee of the bargaining unit who is now, or hereafter becomes a member of the Alliance, shall maintain his or her membership in the Alliance 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, apply for and thereafter maintain membership in the Alliance as a condition of his or her employment.
- 4.02 The Alliance will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Alliance 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 Alliance as a condition of acquiring or retaining membership in the Alliance.
- 4.03 Work normally and regularly performed by employees in the bargaining unit shall not be performed on a regular basis by another NAV CANADA employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.
- 4.04 Work normally and regularly performed by employees in the bargaining unit shall not be performed by excluded management staff if as a direct result, bargaining unit employees are laid off.

## **ARTICLE 5**

### **CHECK-OFF**

- 5.01 Subject to the provisions of this Article, NAV CANADA will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, NAV CANADA will not be obligated to make such deduction from subsequent salary.
- 5.02 The Alliance will inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee.
- 5.03 For the purpose of applying clause 5.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 5.04 An employee who satisfies the Employer, and/or the Canada Industrial Relations Board, to the extent he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 5.05 No Union, other than the Alliance, will be permitted to have monies deducted by the Employer from the pay of employees in the bargaining unit.
- 5.06 The amounts deducted in accordance with clause 5.01 will be remitted to the Comptroller of the Alliance within a reasonable period of time after deductions are made and will be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 5.07 Upon provision of appropriate documentation NAV CANADA shall make deductions for Alliance initiation fees and special levies, and shall also provide a voluntary revocable check-off of premiums payable for insurance plans provided by the Alliance for its members. Any such additional deductions shall be combined with Alliance dues in a single monthly deduction.
- 5.08 The Alliance agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article, except for any claim

or liability arising out of an error committed by NAV CANADA limited to the amount actually involved in the error.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of NAV CANADA.
- 6.02 In the event of any contradiction between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provision of the present Collective Agreement shall prevail.
- 6.03 The management rights of NAV CANADA shall not be restricted in any way by any practice, custom or past agreement not specifically renewed as part of this Agreement or by any individual or collective privilege not specifically provided for in the present Agreement.
- 6.04 In exercising its management rights NAV CANADA will not act in a manner that is arbitrary, discriminatory or in bad faith.

## **ARTICLE 7**

### **RECOGNITION**

- 7.01 NAV CANADA recognizes the Alliance as the exclusive bargaining agent for all employees of NAV CANADA described in the certificates issued by the Public Service Staff Relations Board and deemed to be certified under the Canada Labour Code by the Civil Air Navigation Services Commercialization Act (Bill C-20).

## **ARTICLE 8**

### **EMPLOYEE REPRESENTATIVES**

- 8.01 NAV CANADA acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 8.02 The number of Alliance representatives and their respective geographic jurisdiction shall be as set out in Appendix "E". Any increase in number or change in geographic jurisdiction will be the subject of consultation between NAV CANADA and the Alliance. Should the parties be unable to agree through consultation, any dispute shall be resolved through the grievance and arbitration procedure.
- 8.03 The Alliance will notify NAV CANADA in writing of the name of its representatives and will advise promptly of any change made to the list.
- 8.04
- (a) A representative will advise his or her immediate supervisor, or the person in charge, before leaving his or her work to attend meetings called by management. Where practicable, the representative will report back to his or her supervisor, or the person in charge, before resuming his or her normal duties.
  - (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the Employee's supervisor.

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

- 9.01 Notwithstanding any agreement that might be reached in consultation regarding the use of electronic bulletin boards, NAV CANADA shall designate at each location Union bulletin boards in suitable places on its premises for the posting of Union material regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. Posting of notices or other materials require the prior approval of NAV CANADA. Such approval shall not be unreasonably withheld.
- 9.02 For so long as the same may be reasonably required, NAV CANADA shall continue to make available to the Alliance at no cost, the space currently afforded to it for storage of reasonable quantities of Alliance literature. Reasonable consideration shall be given to requests for additional space where it is available.



## **ARTICLE 10**

### **INFORMATION**

10.01 It is agreed that following signature of the current collective agreement, NAV CANADA will provide the Alliance with the following information on a monthly basis pertaining to all employees in the bargaining unit:

- (a) employee's name;
- (b) position number;
- (c) group and level;
- (d) location;
- (e) tenure or status in position;
- (f) effective date of change;
- (g) current salary;
- (h) date of assignment;
- (i) acting level;
- (j) position title.

10.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer. The cost of printing the Collective Agreements will be divided equally between NAV CANADA and the Alliance.

10.03 NAV CANADA shall make available to employees, the Alliance and the component unit Corporate Administrative Policies and Procedures which have a direct bearing on employees' working conditions.

## **ARTICLE 11**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

- 11.01 Unless otherwise specified by NAV CANADA as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for NAV CANADA.
- 11.02 Notwithstanding Article 11.01, it is expected that if full-time employees engage in part-time outside employment, NAV CANADA's facilities or equipment will not be used to conduct such business.

## **ARTICLE 12**

### **AUTHORSHIP**

- 12.01 When an employee acts as a sole or joint author of a publication or a computer program, the employee's authorship shall normally be shown in the title page of such publication or program.
- 12.02 Where NAV CANADA wishes to make changes in material submitted for publication with which the author does not agree, the author may request that he or she not be credited publicly.

## **ARTICLE 13**

### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

13.01 A shift work employee who is required to attend a proceeding identified in clauses 13.02, 13.03, 13.06 and 13.07 below, who is scheduled to work other than the day shift will have his or her shift changed to the day shift, provided there is no additional cost to NAV CANADA.

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

13.02 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 S. 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 Alliance making a complaint.

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

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

- (a) to an employee representative who represents the Alliance in an application for certification or in an intervention;

and

- (b) to an employee who makes personal representations with respect to certification.

#### **Preparatory Contract Negotiation Meetings**

13.04 Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings.

### **Contract Negotiation Meetings**

13.05 Where operational requirements permit, NAV CANADA will grant leave with pay for up to four (4) employees until the expiry date of the Agreement to attend contract negotiation meetings on behalf of the Alliance. In addition NAV CANADA will grant leave without pay to a reasonable additional number of employees to attend contract negotiation meetings on behalf of the Alliance.

### **Canada Labour Code Conciliation Commissioner, Conciliator, or Mediator (Section 71, 102)**

13.06 Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees representing the Alliance before a Conciliation Commissioner, Conciliator, or a Mediator.

### **Arbitration**

13.07 NAV CANADA will grant leave:

- (a) with pay to the grievor to attend the arbitration;
- (b) with pay to the representative of an employee who is party to an arbitration.

### **Meetings Between the Alliance and Management Not Otherwise Specified in this Article**

13.08 Where operational requirements permit, NAV CANADA will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

### **Union, Conventions and Executive Committee Meetings**

13.09 Where operational requirements permit NAV CANADA will grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, its Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

## **Representatives' Training Courses**

13.10 Where operational requirements permit NAV CANADA will grant leave without pay to employee representatives to undertake training related to the duties of a representative.

## **Witness General**

13.11 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.

## **Elected Union Officials**

13.12 (a) With reasonable notice from the employee in writing that he/she has been elected to serve as a full-time elected Alliance official, NAV CANADA will grant leave without pay to the employee for the term of the appointment.

(b) Upon termination of his or her position with the Alliance, the employee shall be entitled to resume employment with NAV CANADA at a salary he or she was paid at the time of leaving, plus any increases granted in the interim. The location of the position shall be determined by mutual agreement.

(c) The period of leave granted shall be counted as continuous service or continuous employment for the purposes of calculating severance pay, vacation leave and pay increments.

13.13 An employee granted leave under clause 13.12 shall continue to receive his/her regular salary for period of leave granted, subject to the Alliance reimbursing NAV CANADA for all associated costs.

## **ARTICLE 14**

### **ILLEGAL STRIKES**

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

## **ARTICLE 15**

### **JOINT CONSULTATION**

- 15.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 15.02 Within five (5) days of notification of consultation served by either party, the Alliance will notify NAV CANADA in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 15.03 Upon request of either party, the parties to this Agreement will consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 15.04 Without prejudice to the position NAV CANADA or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.



## ARTICLE 16

### GRIEVANCE AND ARBITRATION PROCEDURE

#### 16.01 Definition of Grievance

A grievance shall be defined as any dispute between NAV CANADA and the Alliance (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, Union grievances and Company grievances.

#### 16.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday (as identified in Article 24), the deadline shall be extended to the next normal business day.

#### 16.03 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 as it relates to the matters in dispute that they acquire before or during the complaint, grievance and arbitration procedure.

#### 16.04 Dispute Resolution

##### *Complaint Stage*

- (a) Before presenting a grievance through their authorized Alliance 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 Alliance 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, within 20 days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance, the authorized Alliance

Representative, on behalf of the employee 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 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 Director, Regional Director or authorized designate shall discuss and attempt to resolve the grievance with the authorized Alliance Representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized Alliance Representative 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 Alliance 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 the Director of Labour Relations or authorized designate.
- (b) The Director of Labour Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized Alliance Representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized Alliance Representative no later than thirty (30) days following receipt of the grievance at Step 2.

#### *Referral to Arbitration*

Failing settlement being reached at Step 2, either party may refer their grievance to arbitration within thirty (30) days of the receipt of the Step 2 response or the expiration of Step 2 time limits by advising the Director of Labour Relations, the authorized designate or the authorized Alliance Representative, by registered mail of its intention to refer the dispute to Arbitration.

#### **16.05 Abbreviated Procedure**

Any Alliance grievance, Company grievance, classification grievance or a grievance dealing with the involuntary termination of an employee's employment shall be submitted directly to Step 2 within thirty (30) days of the incident giving rise to the grievance or from the date when the Alliance, the Company or the

employee ought to have reasonably been aware of the incident giving rise to the grievance.

#### **16.06 Extension of Time Limits**

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement between NAV CANADA and the Alliance.

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

- (a) No employee or Employee 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. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the Travel Policy.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, at the employee's work location (16 km radius) and permission to attend is granted, the employee shall not suffer loss of regular 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 work location (16 km radius), the employee shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (d) When a discussion or meeting on a complaint or grievance takes place during normal working hours and permission to attend is granted to the authorized Alliance Representative, the authorized Alliance Representative shall not suffer loss of regular 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 Alliance Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized Alliance Representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours. However, if NAV CANADA originates the meeting outside regular working hours for an employee or authorised Alliance Representative, the time spent by the employee or authorised Alliance Representative shall be considered as time worked for the purposes of this Collective Agreement.

#### **16.08 Notification of Authorized Representatives**

The Alliance shall notify NAV CANADA in writing of the names and areas of jurisdiction of its representatives authorized to represent the Alliance in the presentation of complaints and grievances at each level and shall promptly notify NAV CANADA in writing of changes in these names. NAV CANADA shall notify the Alliance 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 complaints and grievances at each level and shall promptly notify the Alliance in writing of changes in these names.

#### **16.09 Permission to Enter Premises or Offices**

An authorized Alliance representative who is not an employee of NAV CANADA will be granted access to NAV CANADA's premises to assist in the settlement of a grievance, provided that the prior approval of NAV CANADA has been obtained.

#### **16.10 Arbitration Procedure**

##### *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*.

##### *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.

##### *List of Arbitrators*

The parties will agree to a list of arbitrators for each geographical area to whom grievances may be referred. This list shall be reviewed at the mid-point of the Collective Agreement and may be amended by mutual agreement. 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.

### *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.

### *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.

### *Arbitration Board*

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 above.

### *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.

### *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 discipline or discharge imposed by NAV CANADA and to take whatever action is just and equitable in the circumstances relative to the discipline or discharge.

### *Arbitrability*

- (a) 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.

### *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 17**

### **NAV CANADA JOINT COUNCIL AGREEMENTS**

- 17.01 Agreements, identified attached as Appendix C, 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.
- 17.02 Appendices C 1-5 reference the NCJC Agreements that currently form part of this Agreement.
- 17.03 Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws.

## **ARTICLE 18**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

#### 18.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The NAV CANADA representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

#### 18.02

- (a) Prior to an employee performance review the employee shall be given:
  - (i) the evaluation form which will be used for the review;
  - (ii) any written document which provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

18.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorised representative of NAV CANADA.



## **ARTICLE 19**

### **SEXUAL HARASSMENT**

19.01 The Alliance and NAV CANADA recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

## **ARTICLE 20**

### **NO DISCRIMINATION**

- 20.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised 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.
- 20.02 The parties agree that grievances arising from Article 20.01 shall first be dealt with through the Alternative Dispute Resolution process as the same may be amended from time to time. Should the parties fail to resolve the grievance in that process, the grievance may be referred to arbitration under this Agreement save and except such grievances shall be referred to one of the arbitrators listed in Appendix "D".

## **ARTICLE 21**

### **DISCIPLINE**

- 21.01 Discipline may be imposed where just cause exists and will be levied in a timely fashion.
- 21.02 Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting, during which there shall be an opportunity for full discussion between the employee and the employee's Manager. The notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have an Alliance representative attend as an advisor. The management representative also has the right to have a labour relations representative attend as an advisor. However, unless otherwise agreed, the unavailability of an advisor will not delay the meeting for more than one (1) working day from the date of notification to the employee.
- 21.03 Formal disciplinary action shall be communicated to the employee in writing. A copy will be sent to Labour relations and the Alliance representative, wherever reasonably practicable on the same day as the written communication to the employee.
- 21.04 When any discipline is found to be unjustified all documents referring to the discipline imposed shall be removed as soon as reasonably possible from the employee's record and destroyed.
- 21.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 21.06 Any document or written statement to 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.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

22.01 NAV CANADA shall make reasonable provisions for the occupational safety and health of employees. NAV CANADA will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedure and techniques designed or intended to prevent or reduce the risk of employment injury.

## **ARTICLE 23**

### **LEAVE GENERAL**

- 23.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 23.02 The amount of leave with pay earned but unused credited to an employee by NAV CANADA at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 23.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 23.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.
- 23.05 In the event of termination of employment for reasons other than death or lay-off, NAV CANADA shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification, as set out in the employee's current letter of offer on the date of the termination of the employee's employment.
- 23.06 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which NAV CANADA is a party.
- 23.07 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.
- 23.08 Seniority shall be lost and employment shall cease if the employee 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.

## ARTICLE 24

### GENERAL HOLIDAYS

24.01 Employees shall receive the following paid general holidays:

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

24.02 An employee who does not work on a general holiday is not entitled to be paid for the general holiday if, during the thirty (30) days immediately preceding the general holiday, the employee is not entitled to wages for at least fifteen (15) days.

24.03 An employee absent without authorization on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday.

## **OPERATING EMPLOYEES**

24.04

- (a) On April 1st of each year an employee shall be credited with eighty-eight (88) hours of lieu leave.
- (b) Lieu days may be scheduled as an extension to vacation leave or as occasional days and shall be charged against lieu day credits on an hour for hour basis.
- (c) Subject to operational requirements and adequate advance notice, NAV CANADA shall make every reasonable effort to schedule lieu days at times desired by the employees.
- (d) Any lieu days that cannot be liquidated by March 31 of the leave year in which they are earned will be paid out at the employee's straight time rate of pay in effect at that time.
- (e) Any leave granted for holidays occurring after the date of an employee's termination shall be subject to recovery of pay.

24.05 When an employee works on a general holiday, he or she shall be paid time and one half (1 ½) for the first eight (8) hours worked and double (2) time thereafter.

### **General**

24.06 When an employee is required to report to work on a general holiday, he or she shall be paid the greater of:

- (a) compensation in accordance with the provisions of clauses 24.12 or 24.04

or

- (b) three (3) hours' pay at the rate of time and one half (1 ½)

24.07 Other than when required by NAV CANADA to use a Company vehicle for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

24.08 Where a day that is a general holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

24.09 Where operational requirements permit, NAV CANADA shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

### **NON OPERATING EMPLOYEES**

24.10 When a day designated as a holiday under clause 24.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a general holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 24.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are general holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

24.11 When a day designated as a general holiday for an employee is moved to another day under the provisions of clause 24.10:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest;

and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

24.12 When an employee works on a general holiday, he or she shall be paid, in addition to the seven and one half (7 ½) hours' pay he or she would have been granted had he or she not worked on the holiday:

(a) time and one half (1 ½) for the first eight (8) hours worked and double (2) time thereafter;

or

(b) upon request and with the approval of NAV CANADA, the employee may be granted:

(i) a day of leave with pay, at the straight time rate of pay, at a later date in lieu of the holiday,

and



- (ii) pay at time and one-half (1 ½) straight time rate of pay for the first eight (8) hours worked on the holiday and double (2) time thereafter.
- (c) (i) subject to operational requirements and adequate notice, NAV CANADA shall grant lieu days at such times as the employee may request.
- (ii) when in a leave year an employee has not been granted all of his or her lieu days as requested by him or her, such unused lieu days shall be paid out at the employee's straight time rate of pay.

## ARTICLE 25

### VACATIONS

- 25.01 It is agreed by the parties 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.
- 25.02 The vacation year extends from April 1 to March 31.
- 25.03 An 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 and one half (112 ½) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
  - (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
  - (c) one hundred and eighty-seven and one half (187 ½) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;
  - (d) two hundred and twenty-five (225) hours per vacation year if the employee has completed thirty (30) years of continuous employment.
- 25.04 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation during the vacation year.
- 25.05 (a) An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.
- (b) An employee who has completed six (6) months of employment shall receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 25.06 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to the operational requirements, make reasonable effort:
- (a) to grant the employee his or her vacation leave during the vacation year in which it is earned, if so requested by the employee not later than April 1;

- (b) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of NAV CANADA or the other employees, according to the wishes of the employee;
  - (c) to ensure an employee's request for leave is not unreasonably denied.
- 25.07 NAV CANADA will endeavour to grant employees at least two weeks' vacation during the period May 1 to September 30 upon the request of the employee.
- 25.08 In scheduling vacation, if two (2) or more employees in a location request the same weeks of vacation and operational requirements are adversely affected, the matter may be settled by the Alliance representative and manager at a local level on the basis of the seniority of the employees involved, taking into consideration whether or not the senior employee took vacation during the same period the previous vacation year.
- 25.09 Notwithstanding Article 25.06 and 25.07, upon the request from an employee, NAV CANADA may schedule vacation leave on shorter notice than that specified in this Article, taking into consideration the vacation schedule and the requirements of the operations.
- 25.10 NAV CANADA shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, NAV CANADA shall give the written reason therefore, upon written request from the employee.
- 25.11
- (a) Where, in exceptional circumstances, leave cannot be scheduled during the vacation year in which it is earned due to operational requirements, the leave will be carried forward into the following vacation year or, at the employee's request, will be paid out at the employee's straight time rate of pay in effect at the time payment is made.
  - (b) In all other circumstances, an employee may elect to carry over up to one year's vacation leave entitlement. In this case the employee must make his or her request in writing to NAV CANADA no later than March 31<sup>st</sup> of the current vacation year. Carryover in excess of one year's entitlement will be by mutual consent.
  - (c) Where vacation leave carryover in excess of one year's entitlement is outstanding at the end of any vacation year, it shall be paid out at the end of such vacation year at the employee's straight time rate of pay in effect at the time.

- (d) At any point, an employee may elect to be paid out for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty (30) days' notice.
- 25.12 When an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.
- 25.13 When NAV CANADA cancels or alters a period of vacation or leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as NAV CANADA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NAV CANADA.
- 25.14 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.
- 25.15 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 25.14 to be reimbursed for reasonable expenses incurred by him or her.
- 25.16 Where, in respect of any period of vacation leave, an employee is granted:
- (a) bereavement leave,
- or
- (b) other leave with pay because of illness in the immediate family,
- or
- (c) sick leave on production of a medical certificate,

the period of vacation leave with pay 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.

25.17 NAV CANADA shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum requirements for severance pay. The balance of the employee's earned but unused vacation leave credits shall be paid in accordance with this Article.

25.18 NAV CANADA agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation leave shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

## ARTICLE 26

### SICK LEAVE WITH PAY

#### 26.01 Credits

An employee shall earn sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month for which he or she receives pay for at least ten (10) days.

#### 26.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

(a) he or she satisfies NAV CANADA of this condition in such a manner and at such a time as may be determined by NAV CANADA,

and

(b) he or she has the necessary sick leave credits.

26.03 Unless otherwise informed by NAV CANADA, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to NAV CANADA, be considered as meeting the requirements of clause 26.02 (a).

26.04 An employee shall not be granted sick leave with pay during any period in which he or she is on leave of absence without pay, or under suspension.

26.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

#### 26.06 Advance of Credits

Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 26.04, sick leave with pay may, at the discretion of NAV CANADA, be granted:

(a) for a period of up to twenty-five (25) days if he or she is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period of up to fifteen (15) days if he or she has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

- 26.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if required by the employee and approved by NAV CANADA or reinstated for use at a later date.

## **ARTICLE 27**

### **CAREER DEVELOPMENT LEAVE WITH PAY**

#### **27.01 Career Development Leave**

- (a) Career development refers to an activity which in the opinion of NAV CANADA is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (i) a course given by NAV CANADA;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of NAV CANADA, career development leave with pay may be given for any one of the activities described in sub-clause (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the Collective Agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which NAV CANADA may deem appropriate.

#### **27.02 Examination Leave with Pay**

At NAV CANADA's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of NAV CANADA, the course of study is directly related to the employee's duties or will improve his or her qualifications.



## ARTICLE 28

### OTHER LEAVE WITH OR WITHOUT PAY

#### 28.01 Marriage Leave With Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives NAV CANADA at least fifteen (15) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by NAV CANADA from any monies owed the employee.

#### 28.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child, grandchild, stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days including 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 the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- (d) In the event that an employee's religious beliefs or individual circumstances require observance at times other than immediately before or after the funeral, NAV CANADA may postpone the period of time provided for in this Article (or any part of) to such alternate time(s).

### 28.03 Maternity Leave Without Pay

- (A) (i) 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, subject to the Parental Leave Without Pay clause, 28.04(d).
  - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
  - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
  - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in

the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (B) Unless prevented from doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the 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.
- (C)
  - (i) 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 pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  - (ii) An applicant under clause 28.03(C)(i) shall sign an agreement with NAV CANADA, providing:
    - (a) 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;
    - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
  - (iii) Should the employee fail to return to work as per the provisions of clause 28.03(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.
- (D) 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 percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or

- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (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)
  - (a) for a full-time employee the weekly rate of pay referred to in clause 28.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
  - (b) for a part-time employee the weekly rate of pay referred to in clause 28.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 28.03(D)(i) or (ii) shall be adjusted accordingly.
- (E) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **28.04 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 of his or her child.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of childbirth and, subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period beginning on the date of childbirth (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth.

- (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 of the child.
- (d) Parental leave without pay utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **28.05 Adoption Leave Without Pay**

- (a) An employee who intends to request adoption leave shall notify NAV CANADA as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period of up to twenty six (26) weeks beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than fifty two (52) weeks after the date of such acceptance of custody.
- (c) NAV CANADA may:
  - (i) defer the commencement of adoption leave without pay at the request of an employee;
  - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
  - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (i) an employee shall notify NAV CANADA in writing as far in advance as possible but not less than six (6) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA, and in the case of designated employees during an employee's total period of service in the Public service and with NAV CANADA;
- (iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of entitlement for the purposes of severance pay and vacation leave;
- (v) time spent on such leave shall not be counted for pay increment purposes.

#### **28.07 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse, dependent children, parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
  - (i) up to one (1) day for a medical or dental appointment to accompany a dependent family member when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent

family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;

- (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
  - (iii) 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.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a leave year.

## 28.08 Court Leave

NAV CANADA shall grant leave with pay to an employee for the period of time he or she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness to which he/she is not a party 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 the employee's position,
  - (iv) before a legislative council, legislative assembly or house of 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 other than an arbitrator named under this collective agreement or the Canada Industrial Relations Board.

28.08.1 A shift work employee who is required to attend a proceeding identified in clause 28.08 above, who is scheduled to work other than the day shift will have his/her

shift changed to the day shift, provided there is no additional cost to NAV CANADA.

#### **28.09 Personnel Selection Leave**

- (a) Where an employee participates in a personnel selection process, for a position within NAV CANADA, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where his or her presence is so required.
- (b) Where such attendance, or necessary travel time associated therewith, occurs on the employee's regularly scheduled day of rest, the employee shall be allowed time off with pay, equivalent to the time required for attendance at such a meeting including reasonable travel time, up to a maximum of the employee's normal scheduled daily hours of work, to be taken at a time mutually acceptable to the employee and his or her supervisor. Should such time off not be utilized by the end of the leave year the unused portion will be paid off at the employee's straight time rate in effect at that time.

#### **28.10 Leave With or Without Pay for Other Reasons**

At its discretion NAV CANADA may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably withheld;
- (c) leave with pay for purposes other than those specified in this Agreement.

#### **28.11 Injury on Duty Leave**

- (a) Subject to clause 28.11(b), 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:
  - (i) a claim has been filed with the appropriate worker's compensation authority;



- (ii) NAV CANADA has been notified by that worker's compensation authority that the employee's claim has been granted;
  - (iii) the employee's injury was not caused by the employee's wilful misconduct; and
  - (iv) the employee agrees and is entitled 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.
- (b) 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 worker's compensation legislation.

#### **28.12 Leave Without Pay for Relocation of Spouse**

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months.

Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## ARTICLE 29

### PAY ADMINISTRATION

- 29.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed as Appendix A.
- 29.02 Where a pay increment and a pay revision are effected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 29.03 When an employee is required by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for a period as outlined in 29.03 (i), the employee will be paid at the higher rate for the period he or she is substantially performing the duties of the higher paid position.

(i)

<u>Group</u>	<u>Levels</u>	<u>No. of Days or Shifts</u>
LS	ALL	10
AS	ALL	10
IS	ALL	10
PM	ALL	10
PG	ALL	10
DD	ALL	4
EG	ALL	4
GT	ALL	4
CM	ALL	4
DA	ALL	4
CR	ALL	4
ST	ALL	4
GL (S&NS)	ALL	2
GS (S&NS)	ALL	2

29.04

- (a) NAV CANADA may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When NAV CANADA intends to withhold a pay increment from an employee, NAV CANADA shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.

- (b) An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months subsequent reviews shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.
- (c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

#### **29.05 Salary if an Employee Dies**

If an employee dies, the salary due to her or him on the last working day preceding his or her death, shall continue to accrue to the end of the month in which he or she dies. Salary so accrued which has not been paid to the employee as at the date of his or her death shall be paid to the employee's estate.

- 29.06 When an employee, through no fault of her/his own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.
- 29.07 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of the leave.
- 29.08 When a GT-OSS in a control tower or area control centre who is qualified to provide on the job training, is assigned to provide training to another OSS, the trainer shall be entitled to receive two dollars (\$2.00) each hour so assigned.

## ARTICLE 30

### HOURS OF WORK

#### Definitions

**Operating Employee:** For the purpose of this Article an operating employee means an employee whose hours of work are normally scheduled on a rotating basis.

#### Operating Employees

30.01 When, because of operational requirements, hours of work are scheduled for employees on a rotating schedule, they shall be arranged so that employees are scheduled over a period of not more than sixty-three (63) calendar days:

- (a) to work on an average thirty-seven and one-half (37 ½) hours per week and an average of seven and one half (7-½) hours per day, and;
- (b) to have days of rest which shall be consecutive and not less than two (2).

30.02

- (a) NAV CANADA will provide employees with two (2) relief breaks of fifteen (15) minutes duration for each shift.
- (b) NAV CANADA will make a reasonable effort to provide a meal break during the employee's full shift and where operational requirements do not permit a meal break, the employee will remain at work and eat on the job.

30.03 When establishing shift schedules NAV CANADA will take into consideration the following:

- (a) not scheduling the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- (b) not requiring an employee to work two (2) consecutive "quick" shift changes within a forty-eight (48) hour period (Quick shift change means the requirement for an employee to report for his or her next regular shift within the number of hours provided for in Article 30.03 (a) following the end of his or her last regular shift.)
- (c) advising employees affected by changes in their shift schedule as soon as possible;
- (d) avoiding excessive fluctuations in hours of work;

- (e) avoiding excessive overtime;
  - (f) the wishes of the majority of employees concerned in the arrangement of shifts within the shift schedule as submitted to NAV CANADA by the Alliance Representative at the local level.
- 30.04 (a) NAV CANADA shall set up a master shift schedule posted fifteen (15) days in advance, which will cover the normal requirements of the work location.
- (b) NAV CANADA shall not schedule split shifts.
- 30.05
- (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- (i) on the day it commenced where half or more of the hours of work fall on that day,
- or
- (ii) on the day it terminated where more than half the hours worked fall on that day.
- (b) Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked the employee's last scheduled shift, and the subsequent day(s) of rest will start immediately after midnight of the employee's first or previous day of rest.
- 30.06 Provided sufficient advance notice is given and with the approval of NAV CANADA, employees may exchange shifts if there is no increase in cost to NAV CANADA.
- 30.07 If an employee is given less than seven (7) days' advance notice of a change in the employee's shift schedule, the employee will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid at straight-time. Such an employee shall retain his or her previously scheduled days of rest next following the change or, if worked, such days of rest shall be compensated in accordance with the overtime provisions of this Agreement.

### 30.08 **Shift Scheduling**

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours.

### 30.09

- (a) Local Alliance representatives may present an alternative or modified shift schedule to local NAV CANADA representatives for consideration.
- (b) If the alternative or modified shift schedule is not accepted by NAV CANADA, NAV CANADA shall so advise the local Alliance representative in writing providing the reasons.
- (c) In the case of sub paragraph (b) above, the matter may be referred by either party to the national level of NAV CANADA and UCTE for further consideration.
- (d) If under this paragraph an alternative or modified shift schedule is developed following consultation at the local or national level and a trial period is established, the shift schedule shall be reviewed by the parties at the local or national level, whichever is the case, at the end of the trial period to determine whether or not the alternative or modified shift schedule will be continued.
- (e) Notwithstanding sub paragraph (d) above and in consideration of operational requirements which may change from time to time, NAV CANADA reserves the right to discontinue the alternative shift schedule or the modified shift schedule, and return to the original shift schedule upon 30 days' notice to the Alliance in writing providing the reasons.

### **Non Operating Employees**

### 30.10

- (a) The normal work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) hours each Monday through Friday. The work day shall be scheduled to fall within a eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., unless otherwise agreed in consultation between the Alliance and NAV CANADA.
- (b) Subject to operational requirements, as determined from time to time by NAV CANADA, an employee shall have the right to select and request flexible hours between 7:00 AM and 6:00 PM.

- (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of NAV CANADA, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty eight (28) calendar days the employee works an average of thirty seven and one half (37 ½) hours per week and an average of seven and a half (7-½) hours per day. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and NAV CANADA.
- (ii) Time off resulting from the application of sub-clause (c)(i) above shall not be construed as days of rest for the purposes of overtime compensation.
- (iii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of NAV CANADA to schedule any hours of work permitted by the terms of this Agreement.

30.11

- (a) For the purposes of clause 30.10 (c) above all provisions of the Collective Agreement which specify days shall be converted to hours on the basis of seven and one half (7 ½) hours a day and a thirty-seven and one-half (37 ½) hour week.
- (b) Notwithstanding the above, in clauses 28.01 Marriage Leave with Pay, 28.02 Bereavement Leave with Pay, and 28.07 Leave with Pay for Family Related Responsibilities, a "day" will not be converted to hours.

30.12 The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by NAV CANADA and the daily hours of work shall be consecutive.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

Employee requests to vary their hours of work in accordance with this Article shall receive reasonable consideration.

- 30.13 (a) Normal hours of work, other than those provided for in Article 30.10, in existence at the time this Agreement is signed, shall remain in effect unless modified under the procedure provided for in sub paragraph (b).
- (b) Where normal hours of work, including those mentioned in sub paragraph (a) above, are to be changed because of operational requirements, NAV CANADA shall, except in cases of unforeseen circumstances, provide the reasons and consult with the Alliance prior to implementation.
- 30.14 Nothing in this Article shall be construed as guaranteeing the employee minimum or maximum hours of work.
- 30.15 Meal periods will normally be provided half-way through the work day.
- 30.16 NAV CANADA will provide two (2) rest periods of fifteen (15) minutes each per full working day, one before the meal period and one after.
- 30.17 Employees shall be informed in writing fifteen (15) days in advance of any changes in their hours of work. Any changes to the scheduled hours shall be by written notice to the employees concerned.



## **ARTICLE 31**

### **OVERTIME**

#### **31.01 Assignment of Overtime Work**

Subject to operational requirements, NAV CANADA shall make every reasonable effort:

- (a) to offer overtime work on an equitable basis among readily available qualified employees who normally perform the work at the location;
- and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

#### **31.02 Overtime Compensation**

Each fifteen (15) minute period of overtime shall be compensated at the following rates:

- (a) Time and one half (1 ½), except as provided for in sub-clause 31.02(b).
- (b)
  - (i) An employee who works on an overtime basis for a period equal to his or her regular shift or day, and who continues to work beyond this period, shall be paid at a rate of double time for all subsequent hours worked beyond the above mentioned period.
  - (ii) An employee who, having worked a complete overtime shift on his or her first day of rest is required to work on his or her second or subsequent day of rest, shall be paid double time for all hours worked on that day. The second or subsequent day of rest refers to the second or subsequent day in an unbroken series of consecutive or contiguous days of rest.

#### **31.03**

- (a) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.

- (b) If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of the employee's meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, he or she shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.

#### **31.04 Overtime Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime immediately before or following the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, shall be reimbursed expenses for one (1) meal at the appropriate rate outlined for lunch in the NAV CANADA Travel Directive.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one additional meal in the amount of six dollars and fifty cents (\$6.50) except where free meals are provided.
- (c) Reasonable time with pay, to be determined by NAV CANADA, shall be allowed in order that the employee may take a meal break in accordance with Article 31.04 (a) and (b) above either at or adjacent to the employee's place of work.
- (d) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

#### **31.05 Equitable Assignment of Overtime Work to Operating Employees and GT-TSS**

Equitable assignment of overtime shall mean that once an appropriate list is established, posted and updated daily, overtime assignments will be offered to the available employee on the applicable list who has the least number of overtime opportunities until sufficient employees have been assigned to fulfill the requirements.

For the purposes of establishing an employee's overtime hours on the list, overtime hours offered but not worked by the employee shall be included. Eligible employees who cannot be contacted, shall be deemed to have been offered the overtime hours.

An employee who is absent or unavailable for overtime at the location for an extended period exceeding thirty (30) days shall upon return to work, or reestablishment of his or her availability to perform overtime, be credited with the average number of hours credited to other employees on the list at that time.

An employee who becomes eligible at the location for the overtime shall have his or her name inscribed on the list and shall be credited with the average number of hours credited to the other employees on the list at that time.

Demonstrated inequities in the assignment of overtime shall be corrected by giving priority of assignment of overtime to the affected employees.

31.06

- (a) NAV CANADA will endeavour to pay for overtime in the pay period following that in which the credits were earned. except where, upon request of an employee and with the approval of NAV CANADA, overtime may be compensated in equivalent leave with pay.
- (b) NAV CANADA shall grant compensatory leave at times convenient to both the employee and NAV CANADA.
- (c) Compensatory leave with pay not used by the end of the twelve (12) month period, to be determined by NAV CANADA, will be paid at the employee's hourly rate of pay at the end of the twelve (12) month period.

31.07 When an employee is required to work either contiguous or non-contiguous overtime, time spent by the employee reporting to or returning from work shall not constitute time worked.

## ARTICLE 32

### SHIFT PREMIUMS

#### 32.01 Shift Premium

- (a) An employee who is required to work a shift where half or more of the hours worked are between 4:00 P.M. and midnight shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 4:00 P.M. and midnight.
- (b) An employee who is required to work a shift where half or more of the hours worked are between midnight and 08:00 A.M. shall receive a premium of two dollars (\$2.00) per hour for all hours worked between midnight and 08:00 A.M.

#### 32.02 Weekend Premium

- (a) Employees shall receive an additional premium of one dollar (\$1.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

## **ARTICLE 33**

### **SHIFT WORK**

- 33.01 The parties recognize that shift work, while an operational necessity, may have an adverse impact on shift workers.
- 33.02 To this end the parties agree to establish joint regional shift work committees. The mandate of the committees will be to make recommendations designed to reduce the adverse impact shift work may have on employees.
- 33.03 The committees shall be composed of an equal number of representatives from the Alliance and from NAV CANADA. Unless otherwise agreed by the parties, the committees shall consist of four members.
- 33.04 Time spent by employees on the regional shift committees shall be considered time worked.

## **ARTICLE 34**

### **WASH-UP TIME**

34.01 Where, due to the nature of the work, there is a clear-cut need, wash-up time to a maximum of ten (10) minutes will be permitted both before the end of the working day and prior to the meal break for employees in the General Labour and Trades, General Services, and Engineering and Scientific Support Bargaining Units.

## **ARTICLE 35**

### **TRAVELLING TIME**

35.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

35.02 When an employee is required to travel outside his or her work location area as defined in the NAV CANADA Travel Directive (as may be amended from time to time) on NAV CANADA business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 35.03 and 35.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

35.03 For the purposes of clauses 35.02 and 35.04, the travelling time for which an employee shall be compensated is as follows:

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer,

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

35.04 If an employee is required to travel as set forth in clauses 35.02 and 35.03:

(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day. The employee will receive compensation at the straight time rate of pay for all hours travelled.

(b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;

and

(ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the overtime rate of pay.

(c) 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 ten (10) hours' pay at the applicable overtime rate.

35.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

35.06 When an employee is required to perform work at other than his or her normal work place, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, NAV CANADA shall provide transportation, or mileage allowance for travel between the employee's normal workplace and any other work place(s).



**ARTICLE 36**  
**CALL-BACK PAY**

36.01

- (a) If an employee is called back to work and returns to work;
- on a general holiday which is not the employee's scheduled day of work;
- or
- on the employee's day of rest;
- or
- after the employee has completed his or her work for the day and has left his or her place of work;

the employee shall be paid the greater of:

- (i) the equivalent to three (3) hours' pay at the applicable overtime rate for each call-back;
- or
- (ii) payment at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (b) The minimum payment referred to in 36.01(a)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment of four (4) hours' pay at the straight time rate of pay.

36.02 Other than when required by NAV CANADA to use a Company vehicle for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**No Pyramiding of Payments**

36.03 Payments provided under Article 31 Overtime, Article 38 Reporting Pay, Article 24 General Holidays and clause 36.01 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 37**

### **STANDBY**

- 37.01 Where NAV CANADA requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of thirteen dollars (\$13.00) for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- 37.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be readily available to return for duty. In designating employees for standby, NAV CANADA will endeavour to provide for the equitable distribution of standby duties.
- 37.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 37.04 An employee on standby who is required to report to work shall be paid, in addition to the standby pay, the greater of:
- (a) the applicable overtime rate for the time worked,
  - or
  - (b) the minimum of four (4) hours' pay at the hourly rate of pay.
- 37.05 Other than when required by NAV CANADA to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

### **No Pyramiding of Payments**

- 37.06 Payments provided under Article 31 Overtime, Article 38 Reporting Pay, Article 24 General Holidays and Article 36 Call-Back Pay and clause 37.04 above shall not be pyramided; that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 38**

### **REPORTING PAY**

- 38.01 When an employee is required to report and reports to work on a day of rest, the employee is entitled to a minimum of three (3) hours pay at the applicable overtime rate.
- 38.02 Payments provided under Article 36 (Call-Back Pay) and Article 38 (Reporting Pay) shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.
- 38.03 Other than when required by NAV CANADA to use a vehicle of NAV CANADA for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.
- 38.04 The minimum payment referred to in 38.01 above, does not apply to part-time employees. Part time employees will receive a minimum payment in accordance with 42.12.

## **ARTICLE 39**

### **REGISTRATION LICENSING FEES**

- 39.01 NAV CANADA shall reimburse an employee for his or her payment of registration or licensing fees to an organization, government or governing body when, as determined by NAV CANADA, such registration or license is a requirement for the continuation of the performance of the duties of the employee's position.
- 39.02 Membership dues referred to in Article 5 (Check-off) of this agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 40

### SUPERVISORY DIFFERENTIAL

40.01 A supervisory differential, as established in Appendix A Rates of Pay 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.

#### GENERAL LABOUR AND TRADES (GL) GROUP

SUPERVISORY LEVEL	SUPERVISORY COORDINATES	SUPERVISORY COORDINATES AS PERCENTAGE OF BASIC RATE
1	A1	4.0
2	B2	6.5
3	B3 C2	11.0
4	B4 C2 D2	15.0
5	B5 C4 D3 E2	19.0
6	B6 C5 D4 E3	22.5
7	B7 C6 D5 E4	26.0
8	C7 D6 E5	29.5
9	D7 E6	33.0
10	E7	36.5

#### GENERAL SERVICES (GS) GROUP

SUPERVISORY LEVEL	SUPERVISORY COORDINATES	SUPERVISORY COORDINATES AS PERCENTAGE OF BASIC RATE
1	A1	4.0
2	B2	6.0
3	B3 C2	8.5
4	B4 C3 D2	11.5
5	B5 C4 D3	14.5
6	B6 C5 D4	17.5
7	C6 D5	20.0
8	D6	23.5

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

1. determine non-supervisory rates according to sub-group and level;
2. using the Supervisory Rates Table above, apply the appropriate supervisory differential.

## ARTICLE 41

### SEVERANCE PAY

41.01 In the following circumstances and subject to clause 41.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rated pay:

(a) **Layoff**

(i) An employee laid off for the first time shall, at the expiry of the eighteen (18) month recall period, be liable for severance pay equivalent to two (2) weeks' pay for the first complete year of continuous service and one (1) week's pay for each additional complete year of continuous service with NAV CANADA since November 1, 1996 with a maximum benefit of twenty nine (29) weeks' pay.

(ii) An employee on a second or subsequent lay-off shall at the expiry of the eighteen (18) month recall period be liable for severance pay equivalent to one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996 with a maximum benefit of twenty nine (29) weeks' pay.

(b) **Retirement**

On retirement, when an employee is entitled to retirement benefits under NAV CANADA's Pension Plan or entitled to an immediate annuity or entitled to an immediate annual allowance under the Public Service Superannuation Act, one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996 with a maximum benefit of 30 (thirty) weeks' pay.

41.02 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. Under no circumstances shall the maximum severance pay provided for under Clause 41.01 be pyramided.

41.03 Any payment under the NAV CANADA Departure Incentive Program shall be deemed to include any severance pay to which an employee may be entitled under the present article.

## ARTICLE 42

### PART-TIME EMPLOYEES

#### Definition

42.01 Part-time employee means a person whose normal hours of work are less than thirty-seven and one half (37.5) hours per week and more than twelve and one half (12.5) hours per week.

#### General

42.02 The probationary period for a part-time employee shall be one thousand nine hundred and fifty-six point six (1956.6) hours worked from the employee's last date of hire.

42.03 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, of full-time employees unless otherwise specified in this Agreement.

42.04 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

42.05 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

42.06 Leave will only be provided:

(i) during those periods in which employees are scheduled to perform their duties.

or

(ii) where it may displace other leave as prescribed by the Agreement.

#### General Holidays

42.07 Part-time employees shall be paid for the general holidays when, during the thirty (30) days immediately preceding the general holiday, the employee is entitled to be paid wages for at least fifteen (15) days.



The amount of holiday pay shall be equal to the average daily wages earned in the thirty (30) days preceding the general holiday.

- 42.08 When a part-time employee is required to work on a day which is prescribed as a general holiday for a full-time employee in clause 24.01 of the agreement, the employee shall be paid in accordance with Article 24 of this agreement.
- 42.09 A part-time employee who reports for work as directed on a day which is prescribed as a general holiday for a full-time employee in clause 24.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 42.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

- 42.10 Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee, as specified by this Agreement, but does not include time worked on a holiday.
- 42.11 Subject to 42.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

### **Call-Back**

- 42.12 When a part-time employee meets the requirements to receive call-back pay in accordance with 36.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### **Reporting Pay**

- 42.13 Subject to 42.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of the Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

### **Bereavement Leave**

- 42.14 Notwithstanding clause 42.02, there shall be no prorating of a "day" in clause 28.02, Bereavement Leave With Pay.

## **Vacation Leave**

- 42.15 A part time employee shall earn vacation leave in the same ratio as the normal number of hours worked in the month compared with the normal hours of work specified of a full-time employee.
- 42.16 An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn any credits in excess of the entitlement of a full-time employee.
- 42.17 Notwithstanding the provisions of Article 41 (Severance Pay) of the Agreement, where the period of continuous service in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous service eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## ARTICLE 43

### SENIORITY

43.01 Seniority shall be defined as:

- (a) The continuous service of an employee with NAV CANADA.
- (b) For a “designated” continued employee the employee’s continuous service with NAV CANADA in addition to his or her continuous service 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 service 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.

43.02 An employee shall not accrue seniority during his or her probationary period. Once he or she has successfully completed his or her probationary period seniority shall be retroactive to his or her date of hire.

43.03

- (a) NAV CANADA shall post the seniority lists in all work locations. The Alliance will be provided with a copy of all lists that are posted. Within a period of ninety (90) days of the original posting, an employee may challenge the list and ask NAV CANADA to rectify it.
- (b) Seniority lists by location shall be updated twice each year, and posted at all work sites with a copy provided to the Alliance.
- (c) The seniority lists shall indicate the following:
  - (i) Name of employee
  - (ii) Seniority date
  - (iii) Work location
  - (iv) Position title
  - (v) Classification

43.04 In the event that seniority in a given situation is to be applied and two (2) or more employees have identical seniority, the order of seniority shall be

determined by random draw. Said draw will be conducted by an equal number of representatives of NAV CANADA and the Alliance, in a location where, if possible, the employees concerned may attend.

43.05 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 provided for under the present Collective Agreement, Maternity and Parental Leave, and unpaid authorized Leave of Absence. Employees on unpaid authorized Leaves of Absence, other than leave for an elected Union Official in accordance with Article 13.12, shall only continue to accumulate seniority for a maximum period of twelve (12) months.

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

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;
- (d) is laid off for a period of eighteen (18) months

## ARTICLE 44

### STAFFING

44.01 The objective of this Article is to determine the staffing processes in consideration of NAV CANADA's needs and to provide employment and promotional opportunities to members of the bargaining unit.

44.02 NAV CANADA may fill a position vacancy by transfer subject to the following conditions:

- (a) The employee being transferred is at the same level as the vacant position.
  - (i) for the purpose of this clause, a transfer shall be considered to be a lateral change in position.
  - (ii) a position shall be considered to be at the same level if the maximum of the applicable salary ranges are within four percent (4%) of each other.
- (b) The transfer of the employee must not create a position vacancy.
- (c) Employees shall not be unilaterally transferred if the transfer requires relocation under the NAV CANADA Transfer and Relocation Directives.

44.03 If there are qualified employees eligible for priority placement under 44.05 (a) and (b), NAV CANADA shall implement priority placement before transfer under Article 44.02.

44.04

- (a) Prior to staffing a vacancy in accordance with the remainder of this Article, NAV CANADA shall assign a qualified employee who previously occupied a position at the same or higher level at the location where the vacancy occurs in accordance with the priorities identified in Article 44.05.
- (b) Should there be more than one employee who is qualified at the same level of priority, the assignment shall be first offered to the employee with the most seniority.
- (c) In determining qualifications NAV CANADA shall take into consideration the familiarization requirements for the position concerned.

44.05 The priorities, in order of precedence are as follows:

- (a) Employees who have received lay-off notices (surplus) in accordance with Article 48, Employment Security.
- (b) Employees who have been laid off and retain recall rights in accordance with Article 48, Employment Security.
- (c) Employees returning from an authorized Leave of Absence of more than twelve (12) months.

44.06 If there has been no assignment in accordance with clauses 44.03, 44.04 and 44.05 NAV CANADA will post the vacancy, for a minimum period of fourteen (14) days.

44.07 Prior to posting the vacancy, in accordance with clause 44.06, NAV CANADA will determine an area of selection, as local, regional, inter-regional or national. The Alliance will be advised on the area of selection. At the request of the Alliance within four (4) days of the advice, the Alliance and NAV CANADA shall discuss the choice of area of selection for the posting.

44.08 The poster shall include the following information:

- (a) position title, classification and location;
- (b) area of selection;
- (c) salary range;
- (d) summary duties of the position;
- (e) particular working conditions including shift work, need to travel;
- (f) essential qualifications including security clearances and language requirements;
- (g) closing date;
- (h) name, address, e-mail address and phone number of the NAV CANADA representative designated to receive the application;
- (i) the establishment of an eligibility list if such is the case.

44.09 Interested employees may apply for the position posted by filing his or her application in accordance with the posting with NAV CANADA no later than five (5) days from the closing date of the posting.

44.10

- (a) Eligibility lists are lists of qualified candidates established following a competition to fill an immediate need or anticipated needs for identical or similar positions to those for which it was established. These lists shall be valid for a period not exceeding twelve (12) months from the dates they were established.
- (b) When using an eligibility list, the selected employee may decline the assignment without jeopardizing his or her standing on the list.

44.11 Where the position vacancy or vacancies are for a non-supervisory operational support specialist (OSS) position(s), the following shall apply:

- (a) Only qualified Operational Support Specialists and Training Support Specialists (TSS) may apply to the posting.
- (b) The selection process shall be applied regionally (TSS/OSS staff at NAV CANADA Training Institute, Head Office and at the Research and Experimentation Center shall be eligible to bid on all regional bids). The following conditions apply:
  - (i) this clause shall only apply to non-supervisory OSS positions in the Area Control Centres, in the case of upbids; and
  - (ii) vacant tower positions will first be offered to OSSs employed in an Area Control Centre and Training Support Specialists;
- (c) An OSS or TSS will not normally be eligible to bid if the training program is to commence within three (3) years following:
  - (i) the date the individual had withdrawn after acceptance of a formal training offer, or
  - (ii) the date on which training was terminated for failing to successfully complete the training program

However NAV CANADA may waive the restrictions outlined above. Waivers will be granted when it is deemed in the best interests of NAV CANADA or when individual circumstances surrounding the ineligibility of a bidder warrant;

- (iii) Candidates must successfully complete the training program;
- (d) Training opportunities shall be awarded to the senior qualified eligible employee;
- (e) While every reasonable attempt should be made to prevent the deferral of training, operational requirements may dictate that an OSS or TSS not be released for training at a particular time. In the event that training is deferred, meaningful consultation will occur between the responsible NAV CANADA Managers involved, the Alliance and the employee. In all cases, the deferral of training shall not exceed six (6) months;
- (f) The following conditions apply to offers of training under this program as applied to upward bids (upbids);
  - (i) employees may only apply on two (2) upbids at any one time;
  - (ii) upon successful completion of the training program, the employee will be appointed to a position at the classification level for which he or she has been trained;
  - (iii) unless other arrangements are made and mutually agreed to prior to the commencement of the training program, by the responsible Nav Canada managers, the employees and the Alliance, employees who are unsuccessful in meeting any portion of the training program will be returned to their former unit(s) at their former level and rate of pay;
- (g) The following conditions apply to offers of training under this program as applied to voluntary transfers downward (downbid);
  - (i) upon commencement of training for these lower level positions, the employee relinquishes all rights to the former position;
  - (ii) salary is determined as per voluntary downward transfers, i.e. the salary range of the downbid position at the step nearest to but not less than the employee's current rate of pay or the maximum of the new level, whichever is the lesser;
  - (iii) downbidding may occur only once every three (3) years;
  - (iv) where downbidding has occurred, upbidding may only occur after three (3) years;



- (v) in the event that the employee fails to qualify at the lower level position reasonable effort will be made to place him or her in a suitable position. In the event no suitable position is found, the employee shall be subject to temporary lay-off under Article 48, Employment Security.
  - (h) Trainees will receive the appropriate classroom and on the job training required to qualify for the position;
  - (i) For the purposes of clause 44.10 the following terms shall be defined as:
    - (i) downbid means a move to a tower where the classification level of the position is lower than the current classification level of the applicant;
    - (ii) upbid means a move to a non-supervisory OSS position in an Area Control Center where the classification level of the position is higher than the current classification level of the applicant.
- 44.12 If no employee is selected for the position under clause 44.11, and the position remains to be staffed, it shall be staffed in accordance with the staffing procedure set out for other positions in the bargaining unit(s).
- 44.13 For each position to be staffed NAV CANADA shall develop a Statement of Qualifications. The qualifications must be relevant to the position. Upon request an employee shall be provided with any current statement of duties of the position.
- 44.14 Employees who do not meet the basic requirements for the position(s) being staffed, as outlined on the Statement of Qualifications, shall be screened out and shall be so advised.
- 44.15 The remaining applicants will be assessed against the Statement of Qualifications by a variety of means, such as testing, interviewing, and/or other reasonable measures. Interviews may be conducted in person, via teleconferencing or other suitable methods.
- 44.16 For the purposes of the present Article, a candidate may include a qualified employee from another occupational group covered by the present agreement or an employee from outside the bargaining unit(s) whose current position is at a lower or equivalent level to that of the vacant position being posted. In the latter case, the candidate, even though qualified, shall not be considered for the position if there are qualified candidates from within the bargaining unit.

- 44.17 The qualified candidate who best meets the requirements of the position shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.
- 44.18 If a security clearance is required for the new assignment and has not been received, the higher ranked candidate may be bypassed if there is more than one position at the location provided that a vacant position will be reserved until the security clearance has been received or denied.
- 44.19 The selected candidate shall be advised of the date of his or her assignment to the new position. The assignment date may be affected by operational requirements including the availability of qualified replacement employees.
- 44.20 Selected employees assigned to positions in a new location shall be eligible for travel and relocation expenses as provided for in the NAV CANADA Travel Directive and Relocation Directive.
- 44.21
- (a) Upon assignment the employee shall be granted a familiarization period of a maximum of thirty (30) days actually worked during which period the employee may return, or be returned by NAV CANADA to his or her former position.
  - (b) During the thirty (30) day familiarization period, if the position requires relocation under the NAV CANADA Travel and Relocation Directives, the employee shall be on travel status as provided for in the directive. No relocation expenses shall be paid during this period unless mutually agreed otherwise. In this latter case, the return rights shall be extinguished.
- 44.22 Any employee who participated in the selection process is entitled, upon request, to a post-board debriefing. If the employee wishes to have his or her Union representative in attendance, this will be accommodated. At the post board meeting, NAV CANADA shall fully disclose information related to the evaluation of the employee's candidacy.
- 44.23 NAV CANADA may, at its discretion, assign employees to fill temporary vacancies normally of less than twelve (12) months' duration. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration less than twelve (12) months, or leaves of absence for less than twelve (12) months shall be deemed temporary. The parties may meet at the local level, to develop procedures for filling these vacancies.
- 44.24 Positions referred to in clause 44.23 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.

44.25 A regular employee who accepts a temporary assignment shall be entitled to return to his or her former position at the end of the temporary assignment. In the event that a reduction of the work force has occurred involving the employee's position during the temporary assignment, the returning employee shall be subject to the provision of Article 48, Employment Security.

44.26

- (i) An employee on an authorized leave of absence for less than twelve (12) months for whatever reason shall upon his or her return to work be assigned to his or her former position. In the event that reduction of the work force has occurred involving the employee's position during the leave of absence, the returning employee shall be subject to the provisions of Article 48, Employment Security.
- (ii) If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present clause shall apply only if the total accumulation of periods of leaves of absence is less than twelve (12) months.

44.27 In the event NAV CANADA moves a position from one location to another and if the employee is to be transferred to the new location, NAV CANADA shall provide the employee with a ninety (90) day notice and will consult with the Alliance to explain the reasons for the transfer.

44.28

- (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, shall be assigned to the higher level. If necessary, the employee may be provided with a familiarization period.
- (b) In the event that the level change 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 48, Employment Security. In the former case, the employee's salary shall be maintained until such time as the pay scale of the new level reaches or exceeds the employee's current salary.
- (c) When there are several employees performing similar duties, the reclassified position shall be posted, but the initial area of selection will be restricted to the employees affected.

44.29

- (a) New employees will be on probation for the duration of their qualification program or twelve (12) months, whichever is longer. Each employee shall have only one (1) probationary period with NAV CANADA.
- (b) Employees who are on strength, and not on probation, on (insert date of signing) shall be considered to have completed their probationary period.
- (c) Notwithstanding (a) and (b) above, 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.
- (d) Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purposes of the probationary period.
- (e) The release of a probationary employee may be carried out by 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.

44.30 Employees hired on a term basis will become a regular employee after three (3) years of continuous service.

44.31

- (a) The Alliance and NAV CANADA are committed to developing and implementing an Employment Equity plan.
- (b) To this end the parties will engage in meaningful joint consultation to collaborate regarding all matters pertaining to employment equity including the contents of the employment equity plan, which shall provide strategies for the removal of barriers including appropriate qualitative and quantitative measures.
- (c) Consultation and collaboration in accordance with this clause are not forms of co-management.
- (d) In the event that any provision of the Employment Equity Plan contradicts the collective agreement, the Plan shall be considered by the Alliance and NAV CANADA as a recommendation until such time as the parties settle the matter under Article 50, Agreement Reopener.



## **ARTICLE 45**

### **TRAINING**

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

45.02 When NAV CANADA identifies that the technological change or the replacement of systems will impact on employees, as part of the consultation process to minimize the adverse effect on these employees, the areas of consideration in the transition plan shall include training requirements of these employees.

Taking into consideration the nature of the training, NAV CANADA will endeavour to ensure that training occurs during the employee's working hours. Expenses to the employee shall be governed by NAV CANADA policy.

45.03 Employees working as a GT - .TSS at NCTI shall be entitled, at NAV CANADA's expense, one unit visit in Ottawa or Montreal, as described below, every two (2) years.

#### **Unit Visit**

An on-site one (1) day tour of an air traffic control facility during which the employee has the opportunity to observe all aspects of the operation.

## **ARTICLE 46**

### **STATEMENT OF DUTIES**

- 46.01 Upon written request, an employee shall be provided with a statement of the duties and responsibilities of his or her position, including the classification level and organization chart depicting the position's place in the organization.

## **ARTICLE 47**

### **CLASSIFICATION**

#### **47.01 Lower Classification**

In the event a reclassification results in a lower rate of pay, the employee shall, as long as he or she remains in the position, continue to receive his or her salary rate until such time as the salary rate of the revised classification, through increments provided for under the present Collective Agreement, meets or exceeds the salary rate the employee presently receives.

#### **47.02 Higher Classification**

- (a) In the event that a position is modified to the extent that a higher rate of pay results, the employee presently filling the position, if qualified to perform the duties of the reclassified position shall be assigned to the higher level.
- (b) When there are several employees performing similar duties, the reclassified position shall be posted, but the area of selection shall be restricted to the location of the employees affected.



## ARTICLE 48

### EMPLOYMENT SECURITY

48.01 NAV CANADA shall advise the Alliance as soon as possible of any decision to permanently reduce the number of employees in the bargaining unit. The length of the notice period shall take into consideration the complexities of the particular situation.

48.02 Meaningful Alliance/NAV CANADA consultation shall begin:

- (a) following the notice to the Alliance 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 by NAV CANADA of a human resource transition plan. Any human resources plan so developed shall be provided to the Alliance and form the basis for consultation and consideration. Areas of consideration shall include, but are not limited to the following:
  - (i) elimination of casuals and term or temporary employees;
  - (ii) voluntary methods, including position exchange, transfers to vacant positions at equivalent levels, and retraining;
  - (iii) relocations;
  - (iv) alternate work arrangements, including job sharing and part-time;
  - (v) leaves of absence;
  - (vi) seeking voluntary separation through NAV CANADA's Departure Incentive Program.

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

- (a) a vulnerable employee will be sent a formal notice of his or her vulnerable status and options will be explored with the employee and, if requested, the Alliance representative;
- (b) the employee shall receive a formal notice of surplus status at least six months prior to layoff date (surplus period), copied to the Alliance;

- (c) NAV CANADA will provide employees with financial and pension advice during this period;
- (d) if NAV CANADA and the employee have been unsuccessful in finding an appropriate employment 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;
- (e) NAV CANADA may offer and the employee may accept a NAV CANADA Departure Incentive Program during his or her surplus period.

48.04

- (a) An employee who declines a reassignment or refuses the offer of a NAV CANADA Departure Incentive Program shall be laid off at the end of his or her notice period and his or her name shall be inscribed on the recall list.
- (b) NAV CANADA shall provide the Alliance with an accurate copy of the Recall List on the first working day of each month.

48.05 In situations of permanent reduction in the work force NAV CANADA 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 position level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

48.06

- (a) In situations where retraining under clause 48.02 is called for, NAV CANADA shall provide the training or access to it.
- (b) An employee unsuccessful in training shall be eligible for the option provided for in clause 48.03 (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.

48.07 In the event that two (2) or more employees at the same level, location and occupational group are vulnerable or surplus and all cannot be assigned under the present article or under clause 44.05 (a) and (b), Priority Placement, lay-off shall be by reverse order of seniority.

48.08 An employee who accepts the NAV CANADA Departure Incentive payment, or who is not recalled to work during a period of eighteen (18) months from the

date of lay-off, or who is recalled and refuses an assignment to a position at the same level and location shall cease to be an employee of NAV CANADA.

- 48.09 Recall to a position under Article 44.04, Priority Placements, shall be by order of seniority. An employee on the recall list shall have the right to refuse a recall to the same occupational group but at a lower level than his or her level held at the time of lay-off or at a different location.
- 48.10 In the event of a temporary layoff, the following shall apply:
- (a) The employees affected at a location will be laid off by reverse order of seniority provided the employees remaining at the location and in the same level are qualified and capable of performing the work required.
  - (b) Except in cases of emergency, the notice of lay-off in the case of a temporary lay-off shall be a period of at least fifteen (15) days. Where possible, the notice will include a proposed date of recall.
  - (c) An employee temporarily laid-off shall be recalled by order of seniority to his or her previous position or a position at the same level at the same location if the employee is qualified and capable of performing the work required.
- 48.11 An employee temporarily laid-off who after six (6) months has not been recalled to work shall become eligible for a NAV CANADA departure incentive program. If the employee accepts the program his or her employment will then cease. The employee who does not accept the program shall maintain recall rights and if not recalled to work during the remaining portion of the twelve (12) month period from the date of lay-off, shall be eligible for the NAV CANADA severance payment.
- 48.12 Upon the written request of an employee subject to lay-off, NAV CANADA shall pay to the employee upon lay-off payment in lieu of compensatory leave with pay, and unused vacation leave credits to which the employee may be entitled under Article 25, Vacation Leave With Pay.
- 48.13 At the request of an employee he or she may offset a period of temporary lay-off, or portion thereof, with Vacation Leave with Pay or Compensatory Time Off to the extent of his or her available credits.
- 48.14 No employee shall be declared surplus or laid-off while on sick leave or on an authorized leave of absence.

- 48.15 Seniority shall be lost and employment shall cease if an employee 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.
- 48.16 Unless specified otherwise the terms and conditions and benefits provided for in the Collective Agreement shall not apply to laid-off employees.
- 48.17 In the event that NAV CANADA opts to contract out existing work, and employees are thereby affected, the consultation process provided for under Article 48.02 shall apply.

## **ARTICLE 49**

### **TECHNOLOGICAL CHANGE**

- 49.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 49.02 Whenever NAV CANADA proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of employees, NAV CANADA shall give notice of the technological change to the Alliance at least one hundred and eighty (180) days prior to the date on which the technological change is to be effected.
- 49.03 The notice referred to in Article 49.02 shall be in writing and shall state:
- (a) the nature of the technological change;
  - (b) the date on which NAV CANADA proposes to effect the technological change;
  - (c) the approximate number and classification of employees likely to be affected by the technological change; and
  - (d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

**ARTICLE 50**

**AGREEMENT REOPENER**

50.01 This Agreement may be amended by mutual written consent.

## **ARTICLE 51**

### **DURATION**

- 51.01 This collective agreement shall expire on June 30, 2000.
- 51.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

## **LETTER OF UNDERSTANDING NO. 1**

Subject: Pension Plan

Members of The Public Service Alliance of Canada bargaining unit are entitled to the benefits of the NAV CANADA Pension Plan.

The parties agree to enter into discussions with a view to determining the desirability and viability of amending the existing NAV CANADA Pension Plan to embody the following principles:

- (a) joint governance by the employer and employees
- (b) joint access to actuarial plan surpluses
- (c) joint responsibility for actuarial plan liabilities
- (d) appropriate contribution rate ratios

Any such amendments to the Pension Plan must be accepted by the parties to this agreement and by all other NAV CANADA bargaining agents.



## **LETTER OF UNDERSTANDING NO. 2**

Subject: Holding Rates of Pay

It is agreed by NAV CANADA and the Alliance that notwithstanding Article 44.29 (b) of the collective agreement, those employees who are incumbents of positions who are in holding rates of pay covered by the Memorandum of Understanding between the Treasury Board of Canada and the Alliance signed February 9, 1982 and attached to this letter, shall continue to be governed by the Memorandum of Understanding.

### **LETTER OF UNDERSTANDING NO. 3**

Subject: Work Days at Head Office

Notwithstanding the hours provided for in Article 30.10 of the Collective Agreement, the Alliance and NAV CANADA agree that at NAV CANADA's head office the work days shall be scheduled to fall within a twelve (12) hour period between the hours of 7:00 A.M. and 7:00 P.M., unless otherwise agreed in consultation between the Alliance and NAV CANADA.

## **LETTER OF UNDERSTANDING NO. 4**

Subject: Statement of Duties

It is agreed by NAV CANADA and the Alliance that notwithstanding Article 46.01, in the absence of a current Statement of Duties, NAV CANADA shall prepare and provide a copy to the requesting employee within a period not to exceed three (3) months.

## **LETTER OF UNDERSTANDING NO. 5**

Subject: Transitory Measure -Contracting Out

Notwithstanding Article 48.17 and the consultation process provided for in Article 48.02 of the Collective Agreement, and in the event NAV CANADA opts during the life of the Collective Agreement to contract out existing work, NAV CANADA agrees that employees who performed this work and who suffer job displacement shall be provided with a job offer in NAV CANADA or with the contractor. Where the employee rejects the job offer, he or she shall cease to be an employee of NAV CANADA.

This transitory measure shall come into force upon signing of the Collective Agreement and shall cease June 30, 2000.

## **LETTER OF UNDERSTANDING NO. 6**

Subject: Equal Pay

The parties agree that once the PSAC, Treasury Board Equal Pay Tribunal decision has been finalized, the parties will discuss pay equity at NAV CANADA.

## **LETTER OF UNDERSTANDING NO. 7**

Subject: NAV CANADA Departure Incentive Program

The Departure Incentive Program presented during current negotiations and discussed on June 10, 1998 is incorporated as an attachment to this letter, and describes in general terms the program that will be in effect.

This Letter of Understanding and the attachment will expire on June 30, 2000.

However, if by June 30, 2000 the present Collective Agreement has expired and is not replaced and the conditions of work are then maintained under the Canada Labour Code, surplus employees during this period shall, notwithstanding the June 30<sup>th</sup>, 2000 expiry date of this Letter of Understanding, remain eligible under the conditions described for in the Collective Agreement, for the above mentioned Departure Incentive Program.

**THE NAV CANADA DEPARTURE INCENTIVE PROGRAM  
APPLICABLE TO PSAC MEMBERS**

**Purpose**

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

**The Departure Incentive Program Compensation Package**

Employees who are members of the PSAC 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.

<b>Age or years of service criteria</b>	<b>DIP Compensation</b>
Under one year of service (including continuous employment with the Government for designated employees who transferred to NAV CANADA)	42 weeks pay
More than one year but less than two years	44 weeks
More than two years but less than three years	46 weeks
“ three “ four	48 weeks
“ four “ five	50 weeks
Over five years service and <35	52 weeks
“ “ >35 but <40	54 weeks
“ “ >40 but <45	56 weeks
“ “ >45 but <46	58 weeks
“ “ >46 but <47	60 weeks
“ “ >47 but <48	62 weeks
“ “ >48 but <49	64 weeks
“ “ >49 but <50	66 weeks
“ “ >50 but <51	64 weeks
“ “ >51 but <52	63 weeks
“ “ >52 but <53	62 weeks
“ “ >53 but <54	61 weeks
“ “ >54 but <55	58 weeks
“ “ >55 but <56	56 weeks
“ “ >56 but <57	54 weeks

“	“	>57 but <58	52 weeks
“	“	>58 but <59	50 weeks
“	“	>59 but <60	49 weeks
Over five years service and over 60			48 weeks

Further, 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 pension at time of resignation will also be eligible for:

- basic life insurance coverage at regular employee rates, i.e., twice annual salary at a cost of \$0.05 per \$250 of coverage per month reducing between ages 61 and 70 to a minimum of \$5,000.
- participation in the NAV CANADA Health Care Plan at normal pensioner rates
- continued coverage in the NAV CANADA Dental Care Plan for a period of three months after date of retirement at no cost to the employee

Employees who are **not** eligible for an immediate pension benefit will be eligible for the following:

- conversion of Basic Life insurance 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
- up to \$7,000 for financial planning, tax advice, re-education and other transition assistance



## APPENDIX A

### PSAC - AS PAY SCALE

#### Administrative Services

A - Effective June 21, 1992

B - Effective June 21, 1997

C - July 1, 1998

#### AS 1

A	32,107	33,378	34,649	35,914	37,180
B	33,712	35,047	36,381	37,710	39,039
C	35,398	36,799	38,201	39,595	40,991

#### AS 2

A	35,728	37,150	38,571	39,994
B	37,514	39,008	40,500	41,994
C	39,390	40,958	42,525	44,093

#### AS 3

A	38,079	39,549	41,020	42,486
B	39,983	41,526	43,071	44,610
C	41,982	43,603	45,225	46,841

#### AS 4

A	41,129	42,678	44,219	45,769
B	43,185	44,812	46,430	48,057
C	45,345	47,052	48,751	50,460

#### AS 5

A	47,965	49,814	51,648	53,492
B	50,363	52,305	54,230	56,167
C	52,881	54,920	56,942	58,975

#### AS 6

A	55,777	57,943	60,109	62,271
B	58,566	60,840	63,114	65,385
C	61,494	63,882	66,270	68,654

#### AS 7

A	60,605	70,540
B	63,635	74,067
C	66,817	77,770

**PSAC - CM PAY SCALE**

**Communications**

A - Effective June 22, 1992

B - Effective June 22, 1997

C - July 1, 1998

**CM 1**

A	20,195	20,842	21,478	22,108	22,745
B	21,205	21,884	22,552	23,213	23,882
C	22,265	22,978	23,679	24,374	25,076

**CM 2**

A	23,046	23,754	24,458	25,163
B	24,198	24,942	25,681	26,421
C	25,408	26,189	26,965	27,742

**CM 3**

A	25,398	26,193	26,967	27,750
B	26,668	27,503	28,315	29,138
C	28,001	28,878	29,731	30,594

**CM 4**

A	28,197	29,069	29,943	30,817
B	29,607	30,522	31,440	32,358
C	31,087	32,049	33,012	33,976

**CM 5**

A	29,505	30,425	31,340	32,264	33,180
B	30,980	31,946	32,907	33,877	34,839
C	32,529	33,544	34,552	35,571	36,581

**CM 6**

A	32,124	33,127	34,145	35,145	36,154	37,162	38,174
B	33,730	34,783	35,852	36,902	37,962	39,020	40,083
C	35,417	36,523	37,645	38,747	39,860	40,971	42,087

**CM 7**

A	35,172	36,285	39,394	38,500	39,611	40,720	41,830
B	36,931	38,099	41,364	40,425	41,592	42,756	43,922
C	38,777	40,004	43,432	42,446	43,671	44,894	46,118

**PSAC - CR PAY SCALE**

**Clerical and Regulatory**

A - Effective June 12, 1992

B - Effective June 12, 1997

C - July 1, 1998

\* B and C - All rates include base salary plus annual equalization (\$994)

**CR 1**

A	16,999	17,478	17,967	18,450	18,927	19,414
B	18,893	19,396	19,909	20,416	20,917	21,428
C	19,837	20,365	20,905	21,437	21,963	22,500

**CR 2**

A	20,126	20,704	21,272	21,842
B	22,176	22,783	23,379	23,978
C	23,285	23,922	24,548	25,177

**CR 3**

A	24,015	24,756	25,500	26,245
B	26,259	27,038	27,819	28,601
C	27,572	28,389	29,210	30,031

**CR 4**

A	26,657	27,490	28,323	29,150
B	29,034	29,908	30,783	31,651
C	30,485	31,404	32,322	33,234

**CR 5**

A	30,256	31,199	32,151	33,092
B	32,813	33,803	34,802	35,790
C	34,453	35,493	36,542	37,580

**CR 6**

A	32,578	33,604	34,624	35,653
B	35,251	36,328	37,399	38,479
C	37,013	38,144	39,269	40,403

**CR 7**

A	38,112	39,314	40,516	41,724
B	41,061	42,323	43,586	44,854
C	43,114	44,440	45,765	47,097

**PSAC - DA PRO PAY SCALE**

**Data Processing**

A - Effective August 29, 1992

B - Effective August 29, 1997

C - July 1, 1998

**DA PRO 1**

A	17,680	18,290	18,887	19,497	20,112	20,712	21,318
B	18,564	19,205	19,831	20,472	21,118	21,748	22,384
C	19,492	20,165	20,823	21,495	22,173	22,835	23,503

A	22,633	23,342	24,017	24,699	25,399
B	23,765	24,509	25,218	25,934	26,669
C	24,953	25,735	26,479	27,231	28,002

**DA PRO 2**

25,727	26,530	27,333	28,127
27,013	27,857	28,700	29,533
28,364	29,249	30,135	31,010

**DA PRO 3**

28,775	29,683	30,589	31,486
30,214	31,167	32,118	33,060
31,724	32,726	33,724	34,713

**DA PRO 4**

32,043	33,055	34,056	35,066
33,645	34,708	35,759	36,819
35,327	36,443	37,547	38,660

**DA PRO 5**

35,646	36,772	37,894	39,022
37,428	38,611	39,789	40,973
39,300	40,541	41,778	43,022

**DA PRO 6**

39,848	41,105	42,370	43,635
41,840	43,160	44,489	45,817
43,932	45,318	46,713	48,108

**DA PRO 7**

44,552	45,961	47,389	48,804
46,780	48,259	49,758	51,244
49,119	50,672	52,246	53,806

**PSAC - DD PAY SCALE**  
**Drafting and Illustration**  
A - Effective March 14, 1992  
B - Effective March 14, 1997  
C - July 1, 1998

**DD 1**

A	20,448	21,165	21,879	22,599	23,311	24,026	24,740
B	21,470	22,223	22,973	23,729	24,477	25,227	25,977
C	22,544	23,334	24,122	24,915	25,700	26,489	27,276

**DD 2**

A	25,198	26,132	27,051	27,985	28,910	29,835	30,768
B	26,458	27,439	28,404	29,384	30,356	31,327	32,306
C	27,781	28,811	29,824	30,853	31,873	32,893	33,922

**DD 3**

A	31,005	32,043	33,090	34,129
B	32,555	33,645	34,745	35,835
C	34,183	35,327	36,482	37,627

**DD 4**

A	31,938	33,069	34,196	35,325	36,446	37,568
B	33,535	34,722	35,906	37,091	38,268	39,446
C	35,212	36,459	37,701	38,946	40,182	41,419

**DD 5**

A	37,369	38,666	39,961	41,259
B	39,237	40,599	41,959	43,322
C	41,199	42,629	44,057	45,488

**DD 6**

A	40,103	41,504	42,898	44,300
B	42,108	43,579	45,043	46,515
C	44,214	45,758	47,295	48,841

**DD 7**

A	43,558	45,091	46,624	48,159
B	45,736	47,346	48,955	50,567
C	48,023	49,713	51,403	53,095

**DD 8**

A	45,838	47,471	49,098	50,716
B	48,130	49,845	51,553	53,252
C	50,536	52,337	54,131	55,914

**DD 9**

A	47,872	49,577	51,285	52,986
B	50,266	52,056	53,849	55,635
C	52,779	54,659	56,542	58,417



**PSAC - ED PAY SCALE**

**Education**

A - Effective September 1, 1992

B - Effective September 1, 1997

C - July 1, 1998

**ED EDS 1**

A	41,593	43,889	46,179	47,840	49,495	51,151
B	43,673	46,083	48,488	50,232	51,970	53,709
C	45,856	48,388	50,912	52,744	54,568	56,394

**ED EDS 2**

A	50,750	52,585	54,233	55,872
B	53,288	55,214	56,945	58,666
C	55,952	57,975	59,792	61,599

**ED EDS 3**

A	54,351	56,119	57,891	59,657
B	57,069	58,925	60,786	62,640
C	59,922	61,871	63,825	65,772

**ED EDS 4**

A	58,682	60,176	61,998	63,819
B	61,616	63,185	65,098	67,010
C	64,697	66,344	68,353	70,360

**ED EDS 5**

A	62,865	64,862	66,857	68,828
B	66,008	68,105	70,200	72,269
C	69,309	71,510	73,710	75,883

**PSAC - EG PAY SCALE**  
**Engineering and Scientific Support**  
A - Effective June 22, 1992  
B - Effective June 22, 1997  
C - July 1, 1998

**EG 1**

A	28,200	29,328	30,500	31,721	32,988	34,309
B	29,610	30,794	32,025	33,307	34,637	36,024
C	31,091	32,334	33,626	34,972	36,369	37,826

**EG 2**

A	31,019	32,262	33,550	34,893	36,288	37,739
B	32,570	33,875	35,228	36,638	38,102	39,626
C	34,198	35,569	36,989	38,470	40,008	41,607

**EG 3**

A	34,122	35,487	36,905	38,382	39,916	41,513
B	35,828	37,261	38,750	40,301	41,912	43,589
C	37,620	39,124	40,688	42,316	44,007	45,768

**EG 4**

A	37,535	39,035	40,596	42,222	43,910	45,665
B	39,412	40,987	42,626	44,333	46,106	47,948
C	41,382	43,036	44,757	46,550	48,411	50,346

**EG 5**

A	41,285	42,937	44,655	46,442	48,299	50,232
B	43,349	45,084	46,888	48,764	50,714	52,744
C	45,517	47,338	49,232	51,202	53,250	55,381

**EG 6**

A	45,415	47,232	49,121	51,086	53,129	55,254
B	47,686	49,594	51,577	53,640	55,785	58,017
C	50,070	52,073	54,156	56,322	58,575	60,918

**EG 7**

A	49,957	51,955	54,034	56,195	58,443	60,780
B	52,455	54,553	56,736	59,005	61,365	63,819
C	55,078	57,280	59,572	61,955	64,433	67,010

**EG 8**

A	54,954	57,152	59,438	61,814	64,287	66,859
B	57,702	60,010	62,410	64,905	67,501	70,202
C	60,587	63,010	65,530	68,150	70,876	73,712



**PSAC - GS PAY SCALE**

**General Services**

A - Effective August 5, 1992

B - Effective August 5, 1997

C - July 1, 1998

<b><u>GS STS 4</u></b>	<b><u>Hourly</u></b>	<b><u>Annual</u></b>
A	15.36	32,056.93
B	17.20	33,659.78
C	18.06	35,342.77

  

<b><u>GS STS 5</u></b>		
A	17.15	35,792.74
B	19.21	37,582.37
C	20.17	39,461.49

  

<b><u>GS STS 6</u></b>		
A	17.70	36,940.61
B	19.82	38,787.64
C	20.82	40,727.02

  

<b><u>GS STS 7</u></b>		
A	18.53	38,672.85
B	20.75	40,606.49
C	21.79	42,636.82

**PSAC - GT PAY SCALE**

**General Technical**

A - Effective June 22, 1992

B - Effective June 22, 1997

C - July 1, 1998

**GT 1**

A	28,652	29,440	30,229	31,015
B	30,085	30,912	31,740	32,566
C	31,589	32,458	33,327	34,194

**GT 2**

A	32,859	33,811	34,764	35,715
B	34,502	35,502	36,502	37,501
C	36,227	37,277	38,327	39,376

**GT 3**

A	36,746	37,849	38,959	40,064
B	38,583	39,741	40,907	42,067
C	40,512	41,729	42,952	44,171

**GT 4**

A	41,402	42,686	43,975	45,263
B	43,472	44,820	46,174	47,526
C	45,646	47,061	48,482	49,902

**GT 5**

A	46,472	47,895	49,326	50,807
B	48,796	50,290	51,792	53,347
C	51,235	52,804	54,382	56,015

**GT 6**

A	51,427	53,106	54,795	56,481
B	53,998	55,761	57,535	59,305
C	56,698	58,549	60,411	62,270

**GT 7**

A	58,935	60,917	62,900	64,783
B	61,882	63,963	66,045	68,022
C	64,976	67,161	69,347	71,423

**GT 8**

A	66,855	68,973	71,081	73,190
B	70,198	72,422	74,635	76,850
C	73,708	76,043	78,367	80,692

**PSAC - IS PAY SCALE**

**Information Services**

A - Effective June 24, 1992

B - Effective June 24, 1997

C - July 1, 1998

**IS 1**

A	17,849	30,138	30,475	31,686	32,901	34,111
B	18,741	31,645	31,999	33,270	34,546	35,817
C	19,679	33,227	33,599	34,934	36,273	37,607

**IS 2**

A	35,974	37,371	38,769	40,162
B	37,773	39,240	40,707	42,170
C	39,661	41,202	42,743	44,279

**IS 3**

A	41,628	43,282	44,926	46,588
B	43,709	45,446	47,172	48,917
C	45,895	47,718	49,531	51,363

**IS 4**

A	48,141	50,272	52,233	54,188
B	50,548	52,786	54,845	56,897
C	53,075	55,425	57,587	59,742

**IS 5**

A	56,243	58,552	60,873	63,193
B	59,055	61,480	63,917	66,353
C	62,008	64,554	67,112	69,670

**IS 6**

A	56,292	67,814
B	59,107	71,205
C	62,062	74,765

**PSAC - PM PAY SCALE**  
**Programme Administration**  
A - Effective June 21, 1992  
B - Effective June 21, 1997  
C - July 1, 1998

**PM 1**

A	29,562	30,889	32,219	33,547	34,875	36,201
B	31,040	32,433	33,830	35,224	36,619	38,011
C	32,592	34,055	35,521	36,986	38,450	39,912

**PM 2**

A	35,616	37,120	38,623	40,123
B	37,397	38,976	40,554	42,129
C	39,267	40,925	42,582	44,236

**PM 3**

A	38,643	40,202	41,754	43,313
B	40,575	42,212	43,842	45,479
C	42,604	44,323	46,034	47,753

**PM 4**

A	42,162	43,946	45,729	47,514
B	44,270	46,143	48,015	49,890
C	46,484	48,450	50,416	52,384

**PM 5**

A	50,388	52,532	54,674	56,821
B	52,907	55,159	57,408	59,662
C	55,553	57,917	60,278	62,645

**PM 6**

A	59,113	61,652	64,191	66,729
B	62,069	64,735	67,401	70,065
C	65,172	67,971	70,771	73,569

**PSAC - ST PAY SCALE**

**Secretarial**

A - Effective July 22, 1992

B - Effective July 22, 1997

C - July 1, 1998

\* B and C - All rates include base salary plus annual equalization (\$1,289)

**ST OCE 1**

A	17,082	17,653	18,224	18,787	19,356	19,922	20,493	21,058
B	19,290	19,889	20,489	21,080	21,677	22,272	22,871	23,464
C	20,254	20,884	21,513	22,134	22,761	23,385	24,015	24,638

A	21,626	22,199
B	24,061	24,662
C	25,264	25,896

**ST OCE 2**

22,606	23,266	23,961	24,657
25,090	25,783	26,513	27,243
26,344	27,072	27,838	28,605

**ST OCE 3**

25,432	26,221	27,011	27,804
28,057	28,886	29,715	30,548
29,460	30,330	31,201	32,075

**ST SCY 1**

17,402	18,055	18,708	19,366	20,017	20,675	21,330	21,983
19,626	20,311	20,997	21,688	22,371	23,062	23,750	24,436
20,607	21,327	22,047	22,772	23,490	24,215	24,937	25,657
22,401	23,066	23,755	24,446				
24,875	25,573	26,296	27,022				
26,118	26,851	27,611	28,373				

**ST SCY 2**

24,830	25,606	26,379	27,150
27,425	28,240	29,051	29,861
28,796	29,652	30,504	31,354

**ST SCY 3**

28,302	29,185	30,079	30,958
31,071	31,998	32,936	33,859
32,624	33,598	34,583	35,552

**ST SCY 4**

31,901	32,914	33,921	34,916
34,850	35,913	36,971	38,015
36,592	37,709	38,819	39,916

**PSAC - GL PAY SCALE**  
**General Labour and Trades**

A - Effective May 5, 1992

B - Effective May 5, 1997

C - July 1, 1998

<u>GL COI 10</u>	<u>Hourly</u>	<u>Annual</u>	<u>GL COI 11</u>	<u>Hourly</u>	<u>Annual</u>
A	19.61	40,926.85	A	20.34	42,450.39
B	21.96	42,973.20	B	22.78	44,572.91
C	23.06	45,121.86	C	23.92	46,801.56
<u>GL COI 12</u>					
A	21.06	43,953.06			
B	23.59	46,150.72			
C	24.77	48,458.25			
<u>EIM 10</u>			<u>EIM 11</u>		
A	19.44	40,572.06	A	20.14	42,032.99
B	21.77	42,600.66	B	22.56	44,134.63
C	22.86	44,730.69	C	23.68	46,341.37
<u>ELE 5</u>					
A	14.28	29,802.93			
B	15.99	31,293.08			
C	16.79	32,857.73			
<u>INM 8</u>					
A	16.17	33,747.44			
B	18.11	35,434.81			
C	19.02	37,206.55			
<u>MAM 8</u>			<u>MAM 9</u>		
A	17.12	35,730.12	A	17.80	37,149.31
B	19.17	37,516.63	B	19.94	39,006.78
C	20.13	39,392.46	C	20.93	40,957.12
<u>MAN 3</u>			<u>MAN 4</u>		
A	14.53	30,324.69	A	15.03	31,368.21
B	16.27	31,840.93	B	16.83	32,936.62
C	17.09	33,432.97	C	17.68	34,583.45
<u>MAN 5</u>			<u>MAN 6</u>		
A	15.55	32,453.47	A	16.10	33,601.34
B	17.42	34,076.15	B	18.03	35,281.41
C	18.29	35,779.95	C	18.93	37,045.48
<u>MAN 7</u>			<u>MAN 8</u>		
A	16.64	34,728.35	A	17.36	36,231.01
B	18.64	36,464.76	B	19.44	38,042.57
C	19.57	38,288.00	C	20.42	39,944.69

**PIP 9**

A	19.06	39,778.98
B	21.35	41,767.93
C	22.41	43,856.33

**PIP 10**

A	19.83	41,386.00
B	22.21	43,455.30
C	23.32	45,628.07

**PRW 7**

A	18.17	37,921.52
B	20.35	39,817.59
C	21.37	41,808.47

**PRW 8**

A	18.92	39,486.80
B	21.19	41,461.14
C	22.25	43,534.19

**PRW 9**

A	19.69	41,093.82
B	22.05	43,148.51
C	23.16	45,305.93

**PRW 10**

A	20.47	42,721.71
B	22.93	44,857.79
C	24.07	47,100.68

**PRW 11**

A	21.19	44,224.38
B	23.73	46,435.60
C	24.92	48,757.38

**SMW 9**

A	23.81	49,692.42
B	26.67	52,177.04
C	28.00	54,785.90

**WOW 9**

A	18.14	37,858.91
B	20.32	39,751.85
C	21.33	41,739.44

**PSAC - LS PAY SCALE**

**Library Science**

A - Effective April 1, 1992

B - Effective April 1, 1997

C - July 1, 1998

**\* B and C - All rates include base salary plus annual equalization (LS-1: \$5824.80  
LS-2: \$5816.13, LS-3: \$6555.55, LS-4: \$3214.54, LS-5: \$7520.10)**

**LS 1**

A	26,132	27,341	28,549	29,758	30,964	32,172	33,380
B	33,555	34,824	36,092	37,362	38,628	39,897	41,165
C	35,232	36,565	37,897	39,230	40,560	41,891	43,223

A	34,587
B	42,432
C	44,554

**LS 2**

A	33,473	34,894	36,316	37,736	39,160
B	41,254	42,746	44,239	45,730	47,225
C	43,316	44,883	46,451	48,016	49,586

**LS 3**

A	37,592	39,213	40,831	42,449	44,070
B	46,355	48,057	49,756	51,455	53,157
C	48,673	50,460	52,244	54,028	55,815

**LS 4**

A	42,242	44,125	46,004	47,888	49,771	51,652
B	47,729	49,707	51,679	53,658	55,635	57,610
C	50,116	52,192	54,263	56,341	58,417	60,490

**LS 5**

A	46,262	48,321	50,378	52,435	54,495	56,552
B	56,471	58,633	60,793	62,953	65,116	67,276
C	59,295	61,565	63,833	66,100	68,372	70,639



## **APPENDIX B**

### **ARTICLES APPLICABLE TO TEMPORARY EMPLOYEES HIRED FOR A TERM EXCEEDING FOUR (4) MONTHS**

ARTICLE 1 - Purpose and Scope of Agreement

ARTICLE 2 - Interpretation and Definitions

ARTICLE 3 - Application

ARTICLE 4 - Union Recognition

ARTICLE 5 - Check-Off

ARTICLE 6 - Management Rights

ARTICLE 7 - Recognition

ARTICLE 8 - Employee Representatives

ARTICLE 9 - Use of Employer Facilities

ARTICLE 10 - Information

ARTICLE 13 - Leave With or Without Pay for Alliance Business

ARTICLE 14 - Illegal Strikes

ARTICLE 15 - Joint Consultation

ARTICLE 16 - Grievance and Arbitration Procedure

ARTICLE 17 - NAV CANADA Joint Council Agreements  
(Subject to the restrictions contained in the various benefit plans)

ARTICLE 19 - Sexual Harassment

ARTICLE 20 - No Discrimination

ARTICLE 21 - Discipline

ARTICLE 22 - Health and Safety

- ARTICLE 23 - Leave General
- ARTICLE 24 - General Holidays
- ARTICLE 25 - Vacations
- ARTICLE 26 - Sick Leave with Pay
- ARTICLE 28 - Other Leave With or Without Pay  
(Limited to Maternity, Parental and Adoption Leave after six months' continuous service; and Bereavement, Family Related Responsibilities, Court Leave and Injury on Duty Leave for the duration of the term only)
- ARTICLE 29 - Pay Administration
- ARTICLE 30 - Hours of Work
- ARTICLE 31 - Overtime
- ARTICLE 32 - Shift Premiums
- ARTICLE 34 - Wash-Up Time
- ARTICLE 35 - Travelling Time
- ARTICLE 36 - Call Back Pay
- ARTICLE 37 - Stand By
- ARTICLE 38 - Reporting Pay
- ARTICLE 40 - Supervisory Differential
- ARTICLE 42 - Part-Time Employees
- ARTICLE 50 - Agreement Reopener
- ARTICLE 51 - Duration

## APPENDIX C - 1

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### **Memorandum Of Understanding**

The parties hereunder agree that NAV CANADA Joint Council agreements on subjects or items, which may be included in a collective agreement, will form part of all collective agreements to which the corporation Bargaining agent organizations are parties if they have endorsed the subjects or items.

Council agreements will contain the following clause and be signed by the Chairperson of the corporation side, a representative of each bargaining agent participating in consultation on that subject or item.

The parties hereunder endorse this Council agreement and recognize that this agreement is part of the current collective agreements reached between them.

The parties hereunder agree to be bound by the Council bylaws for all matters that they agree are to be dealt with at Council.

The parties hereunder agree that when notice to bargain is given, Council endorsed agreements shall constitute a term of employment applicable to employees represented by the bargaining agents who are parties to the Council endorsed agreement, as if such term or condition of employment was embodied in the collective agreement prior to giving notice to bargain.

The parties hereunder agree that:

- (a) the redress procedures provided in Part 17 of the Council By-laws shall be followed;
- (b) the following clause shall be included in the grievance procedure of a collective agreement in such a manner as to ensure conformity with Council redress procedures:

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the NAV CANADA Joint Council on subjects or items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Part 17 of the Council By-Laws.

This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties hereunder.

## APPENDIX C - 2

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### **NAV CANADA Joint Council Directives**

- Bilingual Bonus Policy
- Boiler and Pressure Vessels Directive
- Clothing Directive
- Commuting Assistance Directive
- Committees and Representatives Directive
- Dangerous Substances Directive
- Electrical Directive
- Elevated Work Structures Directive
- Elevating Devices Directive
- First Aid Directive
- Hazardous Confined Spaces Directive
- Isolated Posts Directive
- Living Accommodation Charges Directive
- Materials Handling Directive
- Memorandum of Understanding on Definition of Spouse
- Motor Vehicle Operations Directive
- Noise Control and Hearing Conservation Directive
- Personal Protective Equipment Directive
- Pesticides Directive
- Refusal to Work Directive
- Relocation Directive
- Sanitation Directive
- Tools and Machinery Directive
- Travel Directive
- Use and Occupancy of Buildings Directive

## APPENDIX C- 3

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### **NAV CANADA Joint Council Directives Committee**

Terms of Reference:

The NAV CANADA Directives Committee is responsible for recommending changes either upon direction of the Executive Committee or as required on a cyclical basis to the Directives listed below:

- Bilingual Bonus Policy
- Clothing Directive (Uniforms)
- Commuting Assistance Directive
- Isolated Posts Directive
- Living Accommodation Charges Directive
- Memorandum of Understanding on Definition of Spouse
- Travel Directive
- Relocation Directive

The Committee will also provide recommendations to the Executive Committee on the disposition of grievances and provide interpretations on the intent, upon request of the Executive Committee.

The Committee will review and make recommendations on such other matters that are referred to it by Council.

## APPENDIX C - 4

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### **NAV CANADA Joint Council Occupational Safety & Health Committee**

Terms of Reference:

The NAV CANADA Occupational Safety and Health Committee is responsible for recommending changes either upon direction of the Executive Committee or as required on a cyclical basis to the Directives listed below:

- Boiler and Pressure Vessels Directive
- Clothing Directive (Protective Clothing)
- Committees and Representatives Directive
- Dangerous Substances Directive
- Electrical Directive
- Elevated Work Structures Directive
- Elevating Devices Directive
- First Aid Directive
- Hazardous Confined Spaces Directive
- Materials Handling Directive
- Motor Vehicles Operation Directive
- Noise Control and Hearing Conservation Directive
- Personal Protective Equipment Directive
- Pesticides Directive
- Refusal to Work Directive
- Tools and Machinery Directive
- Use and Occupancy of Buildings Directive

The Committee will also provide recommendations to the Executive Committee on the disposition of grievances and provide interpretations on the intent, upon request of the Executive Committee.

Be recognized as the NAV CANADA National Joint Occupational Safety and Health Policy Committee for purposes of the Canada Labour Code, Part II.

The Committee will review and make recommendations on such other matters that are referred to it by Council.

## APPENDIX C - 5

### NAV CANADA JOINT COUNCIL AGREEMENTS

#### **NAV CANADA Joint Board Of Management**

##### **Introduction**

NAV CANADA Joint Council has established a Joint Board of Management which shall be responsible for monitoring overall administrative and financial management of the Employee Benefits Program.

Responsibilities of the Joint Board will include the review of:

- the contracts of insurance;
- any financial or service agreements;
- the financial status of the Plan;
- the services of the Insurers;
- the administrative fees and charges;
- the adequacy of reserves;
- the premium levels;
- disputed claims; and
- other matters referred to by the Executive Committee on the overall operation of the Plan.

Based on the Joint Board's review of the above, it will make appropriate recommendations to the Executive Committee.

The Group Benefits Program, for the purpose of defining the responsibilities of the Joint Board, comprises of the following Plans:

- Basic Life Insurance;
- Long Term Disability Insurance;
- Supplementary Health Care;
- Dental Care;
- Comprehensive Health Care;
- Income for Survivors of Employees Slain on Duty;
- Flying Accidents Compensation.

## **Liability**

The Joint Board or any of its Members shall not be responsible for any error of judgement or for any act, omission or commission not amounting to fraud or other criminal act in the management of a Plan.

Any civil judgement which is registered against the Joint Board of Management or individual Member in the discharging of Board duties shall be a charge against and paid by the appropriate Plan.

## **Funding**

The funding for the operations of the Council, including the Joint Board, will be derived from the premiums paid to Sun Life and Great-West Life. The Joint Board will access up to 1% of the annual premiums, not exceeding \$120,000.00 annually, paid from the following benefits:

- Basic Life Insurance;
- Long Term Disability Insurance;
- Supplementary Health Care;
- Dental Care; and
- Comprehensive Health Care.

These funds will be advanced by Sun Life and Great-West Life once a year in advance and will be held in a separate account. The Chair and Co-Chair of NAV CANADA Joint Council (NCJC) will jointly hold the signatory rights to this account and the Joint Board will be responsible for furnishing an auditable report of its expenditures to the Executive Committee once a year. The Chair will also be responsible to comply with any internal and external audit standards prescribed by NAV CANADA. The Joint Board will provide an annual budget for prior approval to the Executive Committee.

## **Facilities**

NAV CANADA will provide reasonable office space and furnishings for the General Secretary. As appropriate, the General Secretary will have access to a boardroom at the NAV CANADA head-office to facilitate Board meetings. Cost for these facilities will be borne by NAV CANADA.

## **Authority**

The Joint Board may retain persons having special expertise to assist in fulfilling its responsibilities.



## **Meetings**

- The Joint Board will meet at least four times per year. The meetings will be scheduled to permit timely review of the quarterly and annual financial statements and reports. Additional meetings may be held as deemed necessary by the Chair.

## **Responsibilities**

The duties of the Joint Board shall include, but are not restricted to the following:

- annual or more frequent review of the financial reports, actuarial reports, and administrative experience reports on the Plan and preparation of consequent report(s) to the Executive Committee;
- ongoing review of plan provisions and proposals for change to the Plan and recommendations concerning such changes to Executive Committee;
- review of disputes on a member's eligibility for insurance and claims and contentious claims and recommendations thereon, when such claim problems have not been resolved through administrative procedures;
- review and approval prior to distribution of all promotional material prepared by the Insurer;
- as required, review and assessment of proposals to change financial funding arrangements of the Plan; and
- such other matters as may arise from time to time in connection with the administration and management of the Plan, or as are referred to the Joint Board by the Executive Committee of the NCJC or NAV CANADA.
- to provide education and training to the Joint Board as requested in accordance with its budgetary authority.

## **APPENDIX D**

### **LIST OF ARBITRATORS**

#### **ATLANTIC**

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

#### **ONTARIO**

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

#### **PACIFIC**

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

#### **QUEBEC**

FOISY, Claude H.  
GRAVEL, Marc  
ROUSSEAU, Andre

#### **WESTERN**

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

#### **EXPEDITED**

KELLER, M. Brian

**APPENDIX E**

**LIST OF ALLIANCE REPRESENTATIVES**

“listing to be provided by UCTE”