

**AGREEMENT BETWEEN**

**NAV CANADA**

**and**

**THE ASSOCIATION OF PUBLIC SERVICE FINANCIAL  
ADMINISTRATORS (APSFA)**

**Association of Public Service Financial Administrators**

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## **PREFACE**

The parties to this agreement share a commitment to maintain professional standards and to commit to the code of professional ethics which govern duties in accordance with recognized standards and practices of accounting and professional integrity.

Furthermore, notwithstanding the parties' rights to pursue established formal avenues of redress for workplace issues, the parties agree to and are committed to the use of alternate dispute resolution mechanisms where practical.

## **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 Association 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 Considering that the terms and conditions of employment of employees in the bargaining unit being set out in the present Collective Agreement, it is agreed that in the event of any contradictions between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provisions of the present Collective Agreement shall prevail.
- 2.02 The management rights of the Company 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 this agreement.

2.03 For the purpose of this Agreement:

- (a) “Association” means the Association of Public Service Financial Administrators;
- (b) “The Company” means NAV CANADA;
- (c) “Bargaining unit” means the Groups described in Article 7;
- (d) “Employee” means a person employed in the bargaining unit;
- (e) “Spouse” is one of two people legally married to one another and those in relationships where they have lived with one another for a period of least one year, continue to live with each other and who have publicly represented themselves as spouses;
- (f) (i) Continuous service means:  
  
Unbroken service from the employee’s last date of hire including authorized leaves of absence.
- (ii) Continuous employment means:  
  
Continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur. 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 1 under the said Act prior to November 1, 1996.
- (g) “Canada Labour Code” except as otherwise provided in this agreement expressions if defined in the Canada Labour Code have the same meaning as given to them in the Canada Labour Code;
- (h) "Membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy;

- (i) "Holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (j) "Leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (k) "Overtime" means:
  - (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
  - or
  - (ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 ½) hours a day or thirty-seven and one half (37 ½) hours a week.
- (l) "Time and one-half" means one and one-half (1 ½) times the employee's hourly rate of pay;
- (m) "Double time" means two (2) times the employee's hourly rate of pay;
- (n) "Allowance" means compensation payable for the performance of special or additional duties;
- (o) "Daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (p) "Hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
- (q) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

### **ARTICLE 3**

#### **APPLICATION**

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

- 3.03 In the event of conflict between the two languages, the language of negotiation shall prevail.

#### **ARTICLE 4**

##### **ASSOCIATION MEMBERSHIP**

- 4.01 Upon the commencement of employment of work in the bargaining unit, NAV CANADA will provide the employee with an application for membership in the Association. Completed applications shall be forwarded to the National Office of the Association within thirty (30) days of hiring. The Association will provide the necessary documentation to the appropriate human resources area of NAV CANADA so that it will be included as part of the employment documentation given to the employee upon hiring.

#### **ARTICLE 5**

##### **MEMBERSHIP FEES**

- 5.01 Where NAV CANADA determines that there is a requirement for, or a benefit to be derived from, obtaining or maintaining a membership in good standing with an organization or governing body, NAV CANADA will reimburse the employee upon satisfactory evidence of the payment of such fees.
- 5.02 Membership dues referred to in Article 10 (Check-Off) of this Collective Agreement are specifically excluded as reimbursable fees under this Article.

#### **ARTICLE 6**

##### **MANAGEMENT RIGHTS**

- 6.01 The Association recognizes and acknowledges that NAV CANADA has the exclusive right to manage and direct its operations, subject to the terms of this Collective Agreement.



**ARTICLE 7**  
**RECOGNITION**

7.01 NAV CANADA recognizes the Association 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 a certificate of the Canada Labour Relations Board (CLRB) pursuant to S.69 of the Canadian Air Navigation System Commercialization Act (S,C, 1996, C20).

7.02 **Work in the Bargaining Unit**

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.

**ARTICLE 8**  
**EMPLOYEE REPRESENTATIVES**

8.01 NAV CANADA acknowledges the right of the Association to appoint or otherwise select employees as representatives.

8.02 The Association shall determine the area to be serviced by each Employee representative.

8.03 The Association 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) When NAV CANADA requests the presence of an Association representative at a meeting, such request will be communicated to the employee's supervisor.

8.05 A representative shall obtain the permission of his or her immediate supervisor

before leaving his or her work to attend Association business. Such permission shall not be unreasonably denied.

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

- 9.01
- (a) A duly accredited representative of the Association may be permitted access to NAV CANADA's premises. Permission to enter the premises shall be obtained from NAV CANADA.
  - (b) The Association shall provide a list of such representatives and shall advise promptly of any changes made to the list.
- 9.02 With the approval of management an APSFA representative may use NAV CANADA's equipment/facilities for Association purposes. Such approval shall not be unreasonably denied.
- 9.03 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 Association material regarding meetings, elections, negotiations, Association policies and positions, and internal affairs of the Association. Posting of notices or other materials require the prior approval of NAV CANADA. Such approval shall not be unreasonably withheld.

## **ARTICLE 10**

### **CHECK-OFF**

- 10.01 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.
- 10.02 The Association will inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee.

- 10.03 For the purpose of applying clause 10.01, 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.
- 10.04 An employee who satisfies the Employer, and/or the Canada Labour 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.
- 10.05 No Union, other than the Association, will be permitted to have monies deducted by the Employer from the pay of employees in the bargaining unit.
- 10.06 The amounts deducted in accordance with clause 10.01 will be remitted to the Treasurer of the Association 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.
- 10.07 The Association 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 11**

### **INFORMATION**

- 11.01 It is agreed that following signature of the current Collective Agreement, NAV CANADA will provide the Association 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.

11.02 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 Association.

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

## **ARTICLE 12**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

12.01 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.

12.02 Notwithstanding Article 12.01, 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 13**

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

13.01 Subject to operational requirements, NAV CANADA will grant leave to a reasonable number of employees without pay for the purpose of attending preparatory contract negotiation meetings, contract negotiation meetings on behalf of the Association, and during Conciliation meetings.

- 13.02 When 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 Association.
- 13.03 Subject to operational requirements, NAV CANADA shall grant leave without pay to a reasonable number of employees to attend meetings and conventions provided for in the constitution and by-laws of the Association.
- 13.04 NAV CANADA will grant leave without pay:
- (a) to an employee who represents the Association in an application for certification or in an intervention;
  - (b) on receipt of reasonable advance notice to a reasonable number of employees where such employees make personal representations with respect to a certification.
- 13.05 With reasonable notice from the employee in writing that he/she has been elected to serve as a full-time elected Association official, NAV CANADA will grant leave without pay to the employee for the term of the appointment.
- The period of leave granted shall be counted as continuous service for the purposes of calculating severance pay, vacation leave and pay increments.
- Upon termination of his/her position with the Association, the employee shall be entitled to resume employment with NAV CANADA at a salary he/she was paid at the time of leaving, plus any increases granted in the interim.
- 13.06 An employee granted leave under clause 13.05, shall continue to receive his or her regular salary for the period of leave granted, subject to the Association 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.
- 14.02 Participation in an illegal strike as defined by the Canada Labour Code may lead to disciplinary action up to and including discharge.

## **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 mechanisms for the purpose of consulting on matters of mutual interest. To this end, the parties agree to meet as required on issues of professional interest.
- 15.02 Within five (5) days of notification of consultation served by either party, the Association will notify NAV CANADA in writing of the representatives authorized to act on behalf of the Association 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 Association 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 Association (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 subject matter during the complaint and grievance procedure.

#### 16.04 **Dispute Resolution**

##### *Complaint Stage*

- (a) Before presenting a grievance through their authorized Association 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 Association 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 twenty 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 Association 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 Association Representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized Association 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 Association 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 Association Representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized Association 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 Association Representative, by registered mail of its intention to refer the dispute to Arbitration.

#### **16.05 Abbreviated Procedure**

Any Association 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 Association, 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 Association.

#### **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 Association Representative, the authorized Association 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 Association Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized Association 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 authorized Association Representative, the time spent by the employee or authorized Association Representative shall be considered as time worked for the purposes of this Collective Agreement.

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

The Association shall notify NAV CANADA in writing of the names and areas of jurisdiction of its representatives authorized to represent the Association 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 Association 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 Association in writing of changes in these names.

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

An authorized Association 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 Appendix C references 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 authorized representative of NAV CANADA.
- 18.04 Grievances arising from Article 18 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. One alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process.

## **ARTICLE 19**

### **SEXUAL HARASSMENT**

- 19.01 The Association 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.
- 19.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 19.03 The parties agree that grievances arising from Article 19 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded.

## **ARTICLE 20**

### **SUSPENSION AND DISCIPLINE**

- 20.01 Discipline may be imposed where just cause exists and will be levied in a timely

fashion. Generally, discipline is intended to correct undesirable behaviour or conduct and, where appropriate, shall be progressive in nature.

- 20.02 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 Association representative attend as an advisor. The management representative also has the right to have a labour relations representative attend as an advisor. At the meeting the employee may make representations and ask questions concerning the events and circumstances. 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.
- 20.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 20.04 The employee and the Association representative shall be notified in writing of any disciplinary action except an oral warning, taken against the employee by the Company within a reasonable period of time of that action having been taken.
- 20.05 When an employee is required to attend a meeting, the purpose of which is to demote or terminate him/her for non-disciplinary reasons, he/she is entitled to have, at his/her request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 20.06 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.
- 20.07 NAV CANADA 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.
- 20.08 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 21**

### **NO DISCRIMINATION**

- 21.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.
- 21.02 The parties agree that grievances arising from Article 21.01 shall first be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, the grievance will be held in abeyance pending the results of the ADR process. Furthermore, employees are precluded from other avenues of redress, save and except applicable legislative procedures, until the ADR process has concluded.
- 21.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

## **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 Association, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures 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 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 leave taken by the employee.
- 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 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 employee's 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 leave.

## **ARTICLE 24**

### **GENERAL HOLIDAYS**

- 24.01 Subject to clause 24.02, the following days shall be paid holidays for employees:
- (a) New Year's Day,
  - (b) Good Friday,
  - (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
  - (e) Canada Day,
  - (f) Labour Day,
  - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving



- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of NAV CANADA, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, 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 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 designated 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 designated 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.

24.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 24.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked 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.

24.05 When an employee works on a holiday, the employee shall be paid:

- (a) time and one-half (1 ½) for all hours worked up to seven and one-half (7 ½) hours, and double (2) time thereafter, in addition to the pay that the

employee would have been granted had the employee not worked on the holiday,

or

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

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

and

(ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to seven and one-half (7 ½) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of seven and one-half (7 ½) hours.

(c) (i) Subject to operational requirements and adequate advance notice, NAV CANADA shall grant lieu days at such times as the employee may request.

(ii) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by the employee, such lieu days shall be paid off at the employee's straight-time rate of pay.

(iii) The straight-time rate of pay referred to in 24.05(c)(ii) shall be the rate in effect when the lieu day was earned.

(d) When an employee works on a holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with sub-clause 24.04 (a) or (b) the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

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

(i) compensation in accordance with the provisions of clause 24.05;

or

- (ii) three (3) hours' pay at the applicable overtime rate of pay.
- 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 the employee's residence shall not constitute time worked.
- 24.08 Where a day that is a 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.

## **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 The following shall apply to the scheduling of vacation leave:
- (a) Subject to the exceptions contained in this article, employees will take their vacation leave during the vacation year in which it is earned.
  - (b) 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.
  - (c) In all other circumstances, an employee may elect to carry over up to one year's vacation leave entitlement provided the employee has not taken any compensatory leave during the vacation year in which the leave entitlement was earned.
  - (d) 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 payment is made.
  - (e) 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 days' notice.

- 25.04 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 decimal five (112.5) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
  - (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
  - (c) one hundred and eighty-seven decimal five (187.5) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;
  - (d) two hundred and twenty-five (225) hours per vacation year if the employee has completed thirty (30) years of continuous employment.
- 25.05 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to operational requirements of the department, make every reasonable effort:
- (a) to grant the employee his or her vacation leave during the leave year in which it is earned, if so requested by the employee not later than June 1;
  - (b) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
  - (c) 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.
- 25.06 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation.
- 25.07 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.
- 25.08 Where 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.
- 25.09 When NAV CANADA cancels or alters a period of vacation leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for

the non-returnable 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.

25.10 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.

25.11 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 25.09 to be reimbursed for reasonable expenses incurred by him or her.

## **ARTICLE 26**

### **DISABILITY INCOME SECURITY IN THE EVENT OF NON-OCCUPATIONAL ILLNESS OR INJURY**

26.01 Regular employees shall be entitled to authorized leave and to income replacement for absences due to non-occupational illness or injury in accordance with the terms of this Article provided the employee satisfies the Company of his or her inability to work in such a manner and at such time as may be determined by the Company.

26.02 For the purposes of this Article:

- (a) "year" shall mean the vacation year (i.e. April 1 to March 31).
- (b) "period of absence" for the purpose of clause 26.07 shall mean either a single period of absence or multiple periods of absence all of which involve a recurrence.
- (c) a recurrence means a period of absence arising from the same illness or injury which occurs within thirty (30) calendar days of the employee

returning from the initial period of absence, provided that the initial period of absence was for a period of ten (10) working days or more.

- 26.03 The Letter of Understanding on Transitional Rules for Implementation of the Disability Income Security Program sets out the manner in which this Article shall be applied to those employees who are absent from work due to non-occupational illness or injury on the date that this article of the Collective Agreement comes into force.
- 26.04 Subject to clause 26.10 and 26.12 during the first two (2) days of any period of absence due to non-occupational illness or injury, no salary shall be payable.
- 26.05 Commencing the third day of any period of absence due to non-occupational illness or injury, salary continuance benefits shall be payable if an employee is unable to perform his or her duties due to illness or injury.
- 26.06 Unless otherwise informed by NAV CANADA before or during the period of any illness or injury that a certificate from a qualified medical practitioner, licensed chiropractor, dentist, dental surgeon or orthodontist will be required, a statement signed by the employee stating that because of this illness or injury, the employee was unable to perform his or her duties, shall, when delivered by NAV CANADA, be considered as sufficient justification for the absence:
- (a) if the total period of absence does not exceed four (4) days, and
  - (b) if in the current year, the employee has not been absent due to non-occupational illness or accident for more than five (5) days wholly on the basis of statements signed by the employee.
- 26.07 Where benefits are payable, during the first thirteen (13) weeks of any single cumulative periods of absence during a year, an employee shall be entitled to salary continuation equivalent to:
- (a) 100% of both his or her base salary in effect when the period of absence commences, for the number of weeks equivalent to the number of completed years of continuous employment at the beginning of the period of absence, and
  - (b) 70% of both his or her base salary in effect when the period of absence commences, for the number of weeks of absence beyond those compensated in accordance with paragraph (a) of this clause.
- 26.08 Where salary continuation benefits are payable for period(s) of absence in excess of thirteen (13) weeks in any year, an employee shall be entitled to 70% of his or her base salary in effect when the period of absence commences until such time as the period of absence equals twenty-six (26) weeks.

- 26.09 Income security in the event of illness or injury beyond the expiration of the twenty-six (26) week period will be provided through the NAV CANADA Long Term Disability Insurance Plan, in accordance with the terms of that Plan.
- 26.10 Notwithstanding clause 26.04, salary will continue to be payable from the first day of absence if the employee is hospitalized.
- 26.11 No short term salary continuation benefits shall be payable under this Article if the absence occurs within six (6) months of the commencement of ongoing employment and is due to a medical condition that existed at the time the employee commenced ongoing employment with the Company.
- 26.12 All regular employees shall be credited on the date this Collective Agreement comes into force and, during subsequent years, on April 1 of each year with five (5) non-cumulative days of short term minor illness leave that may be taken to compensate for days of absence that are otherwise non-compensable under clause 26.04. These days shall not be carried forward from one year to the next.
- 26.13 New employees engaged within the first, second, third or fourth quarter shall be credited with 5, 4, 3, and 2 days respectively.

## **ARTICLE 27**

### **CAREER AND PROFESSIONAL DEVELOPMENT LEAVE**

#### **27.01 Career Development Leave With Pay**

- (a) Career development refers to an activity which is 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 or program offered by a recognized academic institution.
  - (ii) A course or program offered by a recognized accounting association or bodies.
- (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 27.01 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this 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 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that the attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) NAV CANADA may grant leave with pay and reasonable expenses including registration fees to attend such gatherings.
- (c) An employee who attends a conference or convention at the request of NAV CANADA, shall be deemed to be on duty and, as required, on travel status. NAV CANADA shall pay the registration fees of the convention or conference that the employee is required to attend.
- (d) An employee invited to participate in a conference or convention in an official capacity, to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.
- (e) The employee shall not be entitled to any compensation under Article 35 (Overtime) and Article 36 (Travelling Time), during time spent in attendance or travelling to or from a conference or convention under the provisions of this Collective Agreement, except as provided by clause 27.02 (c) or (d) above.

### **27.03 Professional Development**

- (a) The parties to this Agreement recognize that it is of mutual benefit in furthering the individual employee's professional development to ensure and improve professional standards; thus maximizing the organization's goals. The following activities shall be deemed to be part of professional development:
  - (i) to participate in workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields;
  - or
  - (ii) to carry out investigations and analysis in the employee's field of



specialization, not specifically related to the employee's assigned work projects and such investigations and analysis are needed to enable the employees to fill their present role more adequately;

or

- (iii) a course given by NAV CANADA.
- (b) Subject to NAV CANADA's approval an employee may receive leave with pay in order to participate in the activities described in 27.03 (a).
- (c) An employee may apply at any time for professional development under this clause, and NAV CANADA may select an employee at any time for such professional development.
- (d) When an employee is selected by NAV CANADA for professional development, the Company will consult with the employee before determining the location and duration of the program of the work or studies to be undertaken.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expense as NAV CANADA deems appropriate.

#### **27.04 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, foster parent or guardian), brother, sister, spouse, child, 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 grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of vacation 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 vacation 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 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 when the dependent family member is incapable of attending the appointments 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) 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 fiscal year.

#### 28.04 **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 any other person, body of persons, tribunal or board, empowered by law to make an inquiry and to compel the attendance of witnesses before it.

#### **28.05 Injury on Duty Leave**

Subject to clause 28.05 (e), when an employee is injured in the performance of his or her duties, the Employer shall grant the employee paid leave for such reasonable period as may be determined by the Employer provided that:

- (a) a claim has been filed with the appropriate worker's compensation authority;
- (b) the Employer has been notified by that worker's compensation authority that the employee's claim has been granted;
- (c) the employee's injury was not caused by the employee's willful misconduct; and
- (d) the employee agrees to remit to the Employer 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.

Paid injury on duty leave shall not be granted in any province where it is prohibited by provincial legislation, nor for any period of time or in any amount which would limit compensation payments under any provincial workers' compensation legislation.

#### **28.06 Personnel Selection Leave**

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.

#### **28.07 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 with or without pay for purposes other than those specified in this Agreement.

## **ARTICLE 29**

### **MATERNITY LEAVE**

#### **29.01 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, 29.02 (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 newborn 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) claim benefits under the Disability Income Security Plan up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Disability Income Security Plan (DISP). For purposes of this clause, illness or injury as defined in the Disability Income Security Plan Act 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 29.01(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 29.01(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 29.01(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 29.01(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 29.01(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.

## 29.02 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.

#### **29.03 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 (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.

## **ARTICLE 30**

### **LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN**

#### **30.01 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.

## **ARTICLE 31**

### **LEAVE WITHOUT PAY FOR THE LONG TERM CARE OF A PARENT**

#### **31.01 Leave Without Pay for the Long Term Care of a Parent**

Leave without pay may be granted for the long term care of a parent, including step-parents or legal guardian in accordance with the provisions of 31.01 (a) below. Leave granted under this clause shall be for a minimum period of six weeks.

- (a) One period of leave without pay of up to three (3) months and another period of leave without pay of more than three (3) months, but not exceeding one (1) year, may be granted. An employee is entitled to each period of leave only once during her/his total period of employment with NAV CANADA. Such leave period may not be used in combination with maternity leave, parental leave, adoption leave or leave for the care and nurturing of pre-school age children without the consent of NAV CANADA.

31.02 An employee shall notify NAV CANADA as far in advance as possible but not less than six (6) weeks in advance of the commencement date of the leave periods referred to in clause 31.01 (a) unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

## **ARTICLE 32**

### **PAY ADMINISTRATION**

- 32.01 Employees will be paid by direct deposit.
- 32.02 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.
- 32.03 When an employee is assigned by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for at least ten (10) days, the employee will be paid at the higher rate for the duration of the assignment.
- 32.04 An employee whose salary is below the established range maximum, shall be eligible for a range progression at the time of the annual performance salary review. Where performance is satisfactory or better, the employee's salary will be increased by a normal increment.
- 32.05 The minimum salaries attached in Appendix A shall be in effect during the term of the Collective Agreement and nothing prevents NAV CANADA from paying salaries above these scales on initial appointment to a classification.

- 32.06 When an employee, through no fault of their 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.

## **ARTICLE 33**

### **HOURS OF WORK**

- 33.01
- (a) The normal work week shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and the normal work day shall be seven and one-half (7 ½) consecutive hours, exclusive of a meal period between the hours of 07:00 and 19:00.
  - (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 the hours of 07:00 and 19:00 and such request shall not be unreasonably denied
- 33.02 NAV CANADA may require employees to register their attendance in a form or in forms to be determined by NAV CANADA.
- 33.03 Where operational requirements permit, NAV CANADA will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 33.04 Notwithstanding the provisions of this Article, upon request of an employee, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided over a period of fourteen (14), twenty-one (21), or twenty-eight (28) calendar days the employee works an average of thirty-seven and one half (37 ½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and NAV CANADA. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee. Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any 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.

## ARTICLE 34

### VARIABLE HOURS OF WORK

34.01 NAV CANADA and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

#### 1. **General Terms**

The scheduled hours of work of any day as set forth, 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.

For day workers, such schedules shall provide that an employee's normal workweek shall average thirty-seven and one-half (37 ½) hours per week over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

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

#### 2. **Conversion of Days to Hours**

The provisions of this 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 work week.

Notwithstanding the above, in clause 28.02 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

#### 3. **Specific Application**

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and Definitions

"Daily rate of pay" - shall not apply.

4. **Overtime**

- (a) Overtime shall be compensated for all work performed:
- (i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
  - (ii) on days of rest at time and one-half (1 ½) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

(b) **Travel**

Overtime compensation referred to in clause 36.04 shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

(c) **General Holidays**

- (i) A general holiday shall account for seven and one-half (7 ½) hours.
- (ii) When an employee works on a General Holiday, he or she shall be compensated, in addition to the normal daily hours, time and one-half (1 ½) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.
- (iii) When an employee works on a General Holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with this Article, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

5. **Vacation Leave**

Employees shall earn vacation at the rates prescribed for their years of

service as set forth in Article 25. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

6. **Assignment Pay**

The qualifying period for assignment pay as specified in clause 32.03 shall be converted to hours.

**ARTICLE 35**

**OVERTIME**

35.01

- (a) Subject to the operational requirements of the Service, NAV CANADA shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on a equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

35.02 Subject to clause 35.04, an employee who is required to work overtime on his or her normal work days is entitled to compensation at time and one-half (1 ½) for all overtime hours worked.

35.03 Subject to clause 35.02:

- (a) an employee who is required to work on a day of rest is entitled to compensation at time and one-half (1 ½) for the first seven and one-half (7 ½) hours and double time (2) thereafter, except that:
- (b) when an employee is required by NAV CANADA to work on two (2) or more consecutive and contiguous days of rest he or she shall be compensated on the basis of double (2) time for each hour worked on the second and each subsequent day of rest;
- (c) when an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
  - (i) compensation at the applicable overtime rate;

or

- (ii) compensation equivalent to four (4) hours' pay at the applicable overtime rate except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting;
- (iii) all overtime worked between 23:00 hours and 07:00 hours shall be compensated on the basis of double (2) time for each hour worked.
- (d) the minimum payment referred to in 35.03(c) above, does not apply to part-time workers. Part-time employees will receive a minimum payment in accordance with clause 39.13.

35.04 An employee is entitled to overtime compensation under clauses 35.02 and 35.03 for each completed period of fifteen (15) minutes of overtime worked by the employee:

- (a) when the overtime work is authorized in advance by NAV CANADA,

and

- (b) when the employee does not control the duration of the overtime work.

35.05 Employees shall record starting and finishing times of overtime work in a form determined by NAV CANADA.

35.06 Overtime shall be paid through the payroll system by direct deposit whenever possible within two (2) months from the pay period in which it is earned. Upon mutual agreement between the employee and NAV CANADA, overtime may be compensated in compensatory leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. NAV CANADA shall grant compensatory time off at times convenient to both the employee and NAV CANADA. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by NAV CANADA, will be paid.

35.07 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by NAV CANADA.

35.08 An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of six dollars (\$6.00) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the

employee may take a meal break either at or adjacent to the employee's place of work.

## **ARTICLE 36**

### **TRAVELLING TIME**

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

36.02 When an employee is required to travel outside his or her work location on NAV CANADA business, as these expressions are defined by NAV CANADA, the time of departure and the means of such travel shall be determined by NAV CANADA and the employee will be compensated for travel time in accordance with clauses 36.03 and 36.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

36.03 For the purposes of clauses 36.02 and 36.04, 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 NAV CANADA.

For travel by private means of transportation, the normal time as determined by NAV CANADA, 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, NAV CANADA may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under NAV CANADA's original determination.

36.04 If an employee is required to travel as set forth in clauses 36.02 and 36.03:

- (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.
- (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 the employee's 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 paid 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

36.05 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 NAV CANADA.

## **ARTICLE 37**

### **CALL-BACK PAY**

37.01

- (a) If an employee is called back to work

on a designated paid 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,

and returns to the workplace, the employee shall be paid the greater of:

- (i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 24.06 and sub-clause 35.03(c),

or

- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (b) An employee receiving telephone calls at home from his/her supervisor or a person delegated by his or her supervisor, concerning urgent operational matters where they are required to work at home, will be compensated by one and one-half (1 ½) hours pay at the basic rate. Where a telephone call or work at home exceeds one hour, clause 37.01(a) will apply.

- (c) The minimum payment referred to in 37.01(a)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 39.12.

37.02 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 his or her residence shall not constitute time worked.

### **No Pyramiding of Payments**

37.03 Payments provided under the Overtime, the General Holidays, Reporting Pay and the Standby provisions of this Agreement and clause 37.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 38**

### **STANDBY**

38.01 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 ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

38.02 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 available to return for duty as quickly as possible if called. In designating employees for standby, NAV CANADA will endeavour to provide for the equitable distribution of standby duties.

XXXXXX

- 38.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 38.04 An employee on standby who is required to report for 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, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.
- 38.05 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 his or her residence shall not constitute time worked.

#### **No Pyramiding of Payments**

- 38.06 Payments provided under the Overtime, General Holidays, Call-Back and Reporting Pay provisions of this Agreement and clause 38.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

### **ARTICLE 39**

#### **PART-TIME EMPLOYEES**

##### **Definition**

- 39.01 Part-time employee means a person whose normal hours of work are less than thirty-seven and one half (37 ½) hours per week and more than twelve and one half (12 ½) hours per week.

##### **General**

- 39.02 The probationary period for a part-time employee shall be one thousand nine hundred and fifty-six (1956) hours worked from the employee's last date of hire.
- 39.03 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.

39.04 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.

39.05 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.

39.06 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**

39.07 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.

39.08 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 at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Agreement and double (2) time thereafter.

39.09 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 39.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

39.10 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.

39.11 Subject to 39.10 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

### **Call-Back**

39.12 When a part-time employee meets the requirements to receive call-back pay in accordance with 37.01 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**

39.13 Subject to 39.05, 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**

39.14 Notwithstanding clause 39.03, there shall be no prorating of a "day" in clause 28.02 Bereavement Leave With Pay.

### **Vacation Leave**

39.15 A part time employee shall receive vacation pay equivalent to:

- (a) six (6) per cent of regular straight time wages earned during the pay period if the employee is entitled to three (3) weeks vacation;
- (b) eight (8) per cent of regular straight time wages earned during the pay period if the employee is entitled to four (4) weeks vacation;
- (c) ten (10) per cent of regular straight time wages earned during the pay period if the employee is entitled to five (5) weeks vacation;
- (d) twelve (12) per cent of regular straight time wages earned during the pay period if the employee is entitled to six (6) weeks vacation;

39.16 A part-time employee shall be entitled to unpaid vacation leave in accordance with the following:

- (a) three (3) weeks, if the employee has less than eight (8) years of continuous employment;
- (b) four (4) weeks, if the employee has completed eight (8) or more years but

less than 19 (nineteen) years of continuous employment;

- (c) five (5) weeks, if the employee has completed nineteen (19) or more years but less than thirty (30) years of continuous employment; or
- (d) six (6) weeks if the employee has completed thirty (30) or more of continuous employment.

39.17 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.

## **ARTICLE 40**

### **SEVERANCE PAY**

40.01 Under the following circumstances and subject to clause 40.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

An employee on lay-off shall, at the expiry of the 12 month recall period, be eligible for a 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 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 thirty (30) weeks' pay.

(c) **Death**

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

40.02 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 under clause 40.01 be pyramided.

- 40.03 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 41**

### **STAFFING**

#### **41.01 Principles Applicable to Staffing Provisions**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 The staffing provisions in this article apply to any new position within the bargaining unit and to any position within the bargaining unit that is vacant for a period in excess of twelve (12) months The following principles apply to the staffing process:

- (a) the staffing process to be used is limited to that provided for in the present Collective Agreement;
- (b) where practical, staffing of positions shall be from within the bargaining unit.

#### **41.02 Deployment**

- (a) In filling a position vacancy at a location NAV CANADA may proceed by the transfer of an employee at the same level.
- (b) For the purposes of this Article, a “transfer” shall be considered to be a lateral change in position.
- (c) A position will be considered to be at the same level if the maximum of the applicable salary ranges are within four percent (4%) of each other.
- (d) Transfer requiring relocation under the NAV CANADA Travel and Relocation Directive shall be subject to the employee’s written consent.

#### **41.03 Priority Placements**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.2 Prior to staffing as provided for in clause 41.04, NAV CANADA shall seek to fill the vacant position by an employee eligible for priority placement. NAV CANADA shall review

each category in the order set out below and determine if there is an eligible employee at the location of the vacancy.

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 The categories shall be as follows:

- (a) Qualified employees in the bargaining unit who have received notices of lay off (surplus) or who have been declared vulnerable;
- (b) Qualified employees in the bargaining unit on lay-off and retaining recall rights;
- (c) Qualified employees in the bargaining unit returning from leaves of absence of twelve (12) months or more during the twelve (12) months following the expiry of their leave.
- (d) Qualified employees in the bargaining unit who had previously applied for the same position, whose candidacy was accepted, and employees whose names have been inscribed on an eligibility list.

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.3 Only employees at the same or higher level than the vacant position shall be considered under the present clause.

#### 41.04 Staffing of Vacant Positions

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.4 If following the application of clause 41.03, Priority Placement, the vacant position still remains to be filled, it shall be filled in accordance with the following conditions:

- (a) the position vacancy shall be posted for a minimum period of fourteen (14) days by way of the appropriate posting methods available;
- (b) the position posted shall include the following information:
  - 1. position title, classification and specific geographic location(s);
  - 2. essential qualifications (including security clearance and language requirements);
  - 3. salary range;
  - 4. area of selection;
  - 5. summary of duties of the position;
  - 6. particular working conditions such as shiftwork, need to travel;



7. closing date of competition;
8. name, address and phone number of person to whom the application should be directed;
9. that the Statement of Qualifications is available on request; and
10. that applications must be transmitted by midnight on the closing date.

#### 41.05 Selection Standards and Statements of Qualifications

- (a) When staffing a position, NAV CANADA shall develop a statement of qualifications which shall include position requirements such as accreditation and linguistic requirements. The statement of qualifications shall be developed based on the duties of the position as well as reasonable selection standards applicable to the position. The statement of qualifications shall be used to assess candidates as to education, knowledge, experience, skills, or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class. The qualifications of candidates shall be determined through evaluation of the following requirements:

1. Basic Requirements

- i) educational and/or professional designation;
- ii) experience;

2. Essential Requirements

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1

Related knowledge and skills, abilities and personal suitability needed to perform the duties of the position. However, unless supported by an evaluation of the employee's performance in previous and/or present position, personal suitability shall not be used as the sole determining factor.

- (b) Employees who do not meet the basic requirements as outlined in sub paragraph (a)1 shall be screened out and shall be so advised.
- (c) All candidates in a competition shall be informed of their standing. The assignment of the successful candidate shall be communicated in writing.
- (d) NAV CANADA shall provide the Association with a copy of the NAV CANADA Selection Standards and agrees that prior to any modification to the Selection Standards affecting employees in the bargaining unit, it

shall consult with the Association.

**41.06 Information**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.5 Any employee subject to the selection process shall be entitled to a post board debriefing upon request to obtain information and documentation relating to the evaluation of his or her candidacy.

**41.07 Eligibility Lists**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.6 If an eligibility list is to be established, it shall be used for a similar position in the same area of selection as indicated on the original posting and shall be valid for a period of up to twelve (12) months.

**41.08 Candidates from Outside the Bargaining Unit**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.7 For the purposes of the present Article, a candidate may include a qualified employee from another occupational group from outside the bargaining unit whose current position is at a lower or equivalent level to that of the vacant position being posted.

**41.09 Selection**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.8 The qualified candidate who best meets the requirements of the position referred to in clause 41.05 shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.

**41.10 Security Clearance**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 If 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.

**41.11 Entitlement to Leave and Expenses**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 Employees shall receive time off and authorized travel expenses to attend a selection process. Successful candidates in a competition will receive relocation benefits as defined in the NAV CANADA Travel and Relocation Policy.

**41.12 Return Rights**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.2 Upon assignment the

employee shall be granted a familiarization period of a maximum of sixty (60) days actually worked during which period the employee may return, or be returned by NAV CANADA, to his or her former position subject to the following:

- (a) the parties may waive or extend the familiarization period including the return rights;
- (b) no relocation expenses shall be paid during the familiarization period unless mutually agreed otherwise. In the latter case, the return rights shall be extinguished;
- (c) the employee shall receive travel expenses during the familiarization period.

#### 41.13 Temporary Vacancies

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.3 NAV CANADA may, 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. Prior to extending the assignment of an employee to a temporary vacancy beyond twelve (12) months, NAV CANADA shall consult with the Association.

#### 41.14 Projects and Temporary Positions

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.4 Positions referred to in clause 41.13 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees. The employee assigned shall be qualified for the position and shall be paid at the appropriate rate for the level of the position.

#### 41.15 Authorized Leaves of Absence of Less Than Twelve Months

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.5 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 a 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 45, Employment Security.

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.6 If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present paragraph shall apply only if the total accumulation of periods of leaves of

absence is less than twelve (12) months.

**41.16 Level Changes**

- (a) In the event that a position at a given location is modified to the extent that an increase in level is required, the employee presently filling the position, if qualified to perform the duties of the reclassified position may 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 provisions of Article 45 Employment Security. In the former case, the employee's salary shall move to the level nearest to but not less than his or her present salary and the provision of clause 45.15 shall apply.
- (c) 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 employees affected.

**41.17 Temporary Employee**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.7 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.

**41.18 Regular Employee**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.2 A regular employee is an employee hired on an ongoing basis for an indeterminate period.

**41.19 Location**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.8 A location, for the purpose of Article 41, Staffing and Article 45, Employment Security, is identified by the premises where the employee normally works or the organization entity to which the position is attached.

**41.20 Classification System**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 During the life of the present Collective Agreement, NAV CANADA shall introduce a new classification system and standards including the evaluation of positions in the bargaining unit. The new classification system and standards once agreed upon by NAV CANADA and the Association shall form the basis for joint consultation for the purposes of implementing the system and determining the appropriate annual

rates of pay (Appendix A). Any disagreement between NAV CANADA and the Association concerning its application as it relates to salaries shall be subject to the grievance and arbitration procedure. Until such time as the new classification system and standards have been implemented and the salary structure determined, the classification system and standards existing upon signature of the Collective Agreement shall remain in place.

## **ARTICLE 42**

### **PROBATIONARY PERIOD**

#### **42.01 Probationary Period**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.9 The probationary period for a newly hired employee to a position for which the Association is the bargaining agent shall be twelve (12) months. This period shall not include leave without pay, leave with pay in excess of two weeks, language training or any formal training provided by NAV CANADA.

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.10 There shall be one probationary period during an employee's total continuous period of employment with NAV CANADA.

- (a) An appraisal report on an employee shall normally be completed at the end of every three (3) month period during his/her probation. The employee must sign or note having seen the report and, in the case of a disagreement, a copy of the report will be provided to the employee at her/his request.
- (b) During the employee's probationary period, NAV CANADA shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.

#### **42.02 Temporary or Term Employee**

Any temporary or term employee who has completed one term of twelve (12) months or more or two consecutive terms adding up to twelve (12) months or more of service shall, if he or she is to remain in the service of NAV CANADA, be subject to the probationary period provided for in the present Collective Agreement. Upon completion of the probationary period, the employee's seniority shall be retroactive to the last date of hire as a temporary employee. Consecutive terms shall include two (2) terms separated by a break in employment of one (1)

month or less.

## **ARTICLE 43**

### **SENIORITY**

#### **43.01 Definition**

a 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.
- (c) In the event of identical seniority dates, the tie will be resolved by a random draw conducted in the presence of NAV CANADA, the Association and the employees affected.

#### **43.02 Accumulation of Seniority**

b An employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, leaves of absence for Association business, 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 shall only continue to accumulate seniority for a maximum period of twelve (12) months.

#### **43.03 Seniority Rights**

- c Subject to the express provision of the Collective Agreement in the areas cited below, seniority shall be used to accommodate employee’s preferences:
- (a) choice of vacation periods within a location;
  - (b) in the application of the staffing procedures;
  - (c) in the application of employment security provisions.

#### 43.04 **Full Time/Part Time**

- d In the event that the status of a part time employee is changed by NAV CANADA to that of a full time employee, the employee's seniority as a part time employee shall be recognized on the basis of 50% of his or her continuous service as a part time employee.

#### 43.05 **Retention of Seniority**

- (a) An employee who is assigned to a position outside the bargaining unit shall have the right to return to the bargaining unit in accordance with clause 41.04, Staffing of Vacant Positions. In this case, the employee upon return shall be deemed to have continued to accumulate seniority during his or her absence from the bargaining unit.
- (b) An employee transferred by NAV CANADA to a management position outside the bargaining unit shall continue to accumulate seniority for a period of twelve (12) months, at which time seniority accrued shall be maintained.

#### 43.06 **Acquisition of Seniority**

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

#### 43.07 **Accumulation of Seniority**

- f Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the employee's hiring date.

#### 43.08 **Loss of Seniority**

- g 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) 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;
  - (e) is laid off for a period of twelve (12) months;
  - (f) fails, without valid reason, to return to work from an authorized leave of

absence for a period of five (5) consecutive days following the expiry of such leave;

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

#### **43.09 Seniority List**

- (a) NAV CANADA shall provide the National Office of the Association and make available to all members of the bargaining unit, an initial seniority list of employees indicating their seniority in accordance with the present article. Any modifications to the seniority of an employee in this case must be submitted by the employee and approved by the Association to NAV CANADA within the next ninety (90) days, otherwise the seniority of the employees on the list shall be deemed correct.
- (b) NAV CANADA shall provide the Association with an updated seniority list twice a year.
- (c) The seniority list shall indicate the following;
  - 1. Name of employee
  - 2. Seniority date
  - 3. Work location
  - 4. Position title
  - 1. Classification

## **ARTICLE 44**

### **STATEMENT OF DUTIES**

#### **44.01 When Employee First Hired or Reassigned to Another Position**

When an employee is hired or when an employee is reassigned to another position in the bargaining unit, NAV CANADA shall provide the employee with a statement of duties and responsibilities of the position and an organization chart depicting the position's place in the organization.

#### **44.02 Changes to Job Description and Position**



In the event a change in duties would affect the job description of an employee's position, he or she will be advised of the change and shall be provided with a copy of the new job description including the classification level.

## **ARTICLE 45**

### **EMPLOYMENT SECURITY**

#### **45.01 Early Identification of Surplus Situations**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.11 In the event of a reduction in the workforce the following provision shall apply for the early identification of a potential displacement situation:

- (a) potential job displacement situations include lack of work, facility closure, economic downsizing, technological change, organizational change, contracting out, or any other action that may result in a job displacement situation; and
- (b) where NAV CANADA identifies potential job displacement situations it shall notify in writing the Association at the national level at the earliest possible opportunity. This does not preclude discussions at the regional level prior to national notification.

#### **45.02 Meaningful Association/NAV CANADA Consultation**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.1 Meaningful Association/NAV CANADA consultation shall begin:

- (a) following notice to the Association of potential job displacement and prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, through the possible development of a human resource transition plan. Any human resources plan so developed shall be provided to the Association. Areas of consideration at a location or on a regional basis shall include, but are not limited to the following:
  - 11. elimination of casuals and term or temporary employees;
  - 12. voluntary methods, including job exchange, transfers to vacant positions at equivalent levels, and retraining;

13. alternate work arrangements, including job sharing and part-time;
14. leaves of absence;
15. seeking voluntary separation through NAV CANADA's Departure Incentive Program;
16. names of vulnerable employees and anticipated timing;
17. review use of contract employees and consultants;
18. whether or not retraining would allow an affected employee to qualify for available or anticipated vacancies within a reasonable period of time.

**45.03 Opportunities for Employees to be Considered for Other Employment Vacancies**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.12 The following provisions shall apply for affected employees to be considered for other employment vacancies with NAV CANADA:

- (a) vulnerable employees will be sent formal notice of their vulnerable status and options will be explored with the employee on an individual basis and such discussions shall take place within thirty (30) days of receipt of notice;
- (b) the employee shall receive a formal notice of surplus status at least six months prior to lay-off date (surplus period), copied to the Association;
- (c) in the event that two (2) or more employees at the same level and location are vulnerable or surplus and all cannot be assigned under the present Article or clause 41.03 Priority Placements, the senior qualified employee(s) meeting the requirements of the available position(s) shall be retained;
- (d) NAV CANADA, upon request, shall provide employees with financial and pension counseling during this period;
- (e) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose lay-off with recall rights, or accept a NAV CANADA Departure Incentive Program. NAV CANADA reserves the right to offer a departure incentive program during the surplus period. An employee with fifteen (15) or more years of service shall not be required to accept an assignment that would require the employee to relocate. In this last case, if the employee refuses the assignment he or she shall remain eligible for a NAV CANADA Departure Incentive Program

or lay-off with recall rights.

**45.04 Decline of Reassignment or Departure Incentive**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.13 An employee who declines a reassignment or refuses the offer of a NAV CANADA departure incentive program shall be laid off and his or her name shall be inscribed on a recall list.

**45.05 Position Exchange Provision**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.14 In situations of permanent reduction in the work force NAV CANADA, at its discretion, may accept the offer of resignation by an employee for the purpose of providing a position for an employee subject to lay-off. Factors to be considered shall include the qualifications of the employee subject to the lay-off position level and requirements, its location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

**45.06 Lay-Off While On Leave**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.15 No employee shall be declared surplus or laid-off while on sick leave or on an authorized leave of absence.

**45.07 Relocation Expenses**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.16 Any assignment under the present Article requiring relocation expenses shall be borne by NAV CANADA in accordance with the NAV CANADA Travel and Relocation Policy.

**45.08 Recall**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.17 Recall to a position shall be by order of seniority among the qualified employees laid off from the same occupational group at the same level and location in accordance with clause 41.03, Priority Placements. 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.

**45.09 Employment Ceases**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.18 An employee who accepts the NAV CANADA departure incentive payment or, who is not recalled to work during a period of twelve (12) 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.

#### 45.10 **Recall List**

0. 0. 0. 0. 0. 0. 0. 0. 0. 0.19 The names of laid off employees retaining recall rights shall be inscribed on a list, a copy of which shall be provided to the Association and updated on a quarterly basis.

#### 45.11 **Application of Collective Agreement to Laid-Off Employees**

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

#### 45.12 **Relocation of a Position**

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 three (3) months written notice. If the employee chooses not to relocate he or she shall be declared surplus and the provisions of the present Article, including the NAV CANADA Departure Incentive Program if the employee is eligible, as well as clause 41.03 Priority Placements, shall apply.

#### 45.13 **Language Requirements**

An employee who occupies a unilingual position that NAV CANADA designates bilingual by its own action or to meet statutory requirements and who does not meet the second language requirements, or an employee who does not meet a higher second language proficiency standard for the position set by NAV CANADA or through statutory requirements, shall be entitled to reassignment to a position at the same level in the region with relocation expenses. If no position at the same level in the region is available, the employee may elect to accept an assignment in another region with relocation expenses paid for by NAV CANADA or accept the NAV CANADA Departure Incentive Program. The employee shall be considered a vulnerable or surplus employee for purposes of the priority placement provisions in clause 41.03. If the employee is not reassigned or does not accept the NAV CANADA Departure Incentive Program he or she shall be subject to lay-off.

#### 45.14 **Contracting Out**

In the event NAV CANADA grants a subcontract and thereby creates a surplus situation, the employees affected shall be subject to the procedures provided for surplus employees in the present Article as well as priority placements under clause 41.03. Notwithstanding any restriction under the present clause or clause 41.03, Priority Placements, in assigning surplus employees to available positions, the surplus employees, regardless of level or location, shall be offered any available positions at the same or lower level either locally, regionally or nationally. Authorized relocation expenses shall be borne by NAV CANADA

under its policies referred to in clause 45.07 Relocation Expenses.

If no positions are available, or if any employee refuses an assignment, he or she shall nonetheless remain eligible for the NAV CANADA Departure Incentive Program. If the employee refuses the Program, he or she shall be laid off.

During the consultation process provided for in clause 45.02 and at the Association's request on behalf of employees declared surplus, NAV CANADA shall consider an employee take over of the work being contracted.

#### **45.15 Assignment to a Lower Level Position**

An employee assigned to a position at a lower level under the present clause, clause 41.16 (b) Level Changes, or clause 41.03 Priority Placement, shall continue to receive his or her salary rate until such time as the salary rate for the lower position, through increments provided for under the present Collective Agreement, exceeds the salary rate the employee has been receiving. The present salary protection shall only apply as long as the employee remains in the lower position or in another position at the same or lower level if subsequently assigned under the present clause, clause 41.16 (b) or clause 41.03.

### **ARTICLE 46**

#### **TECHNOLOGICAL CHANGE**

##### **46.01 Notice Requirements**

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

### **ARTICLE 47**

#### **AGREEMENT RE-OPENER**

47.01 This Agreement may be amended by written mutual consent.

### **ARTICLE 48**

## **DURATION**

- 48.01 The duration of this Collective Agreement shall be from the date it is signed to November 6, 2000.
- 48.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

**LETTER OF UNDERSTANDING ON TRANSITIONAL RULES FOR THE  
IMPLEMENTATION OF THE DISABILITY INCOME SECURITY PROGRAM**

May 13, 1998

Mr. Merdon Hosking, President  
Association of Public Service  
Financial Administrators  
1545 Carling Avenue, Suite 406  
Ottawa, Ontario  
K1Z 8P9

Dear Mr. Hosking:

1. The following confirms the agreement reached during negotiations concerning the transitional rules that will apply to the implementation of the Disability Income Security Program provided for in Article 26 of the Collective Agreement.
2. The provisions of Article 26 of the Collective Agreement shall apply thirty (30) days after the date of coming into force of the Collective Agreement to all employees except those who on such date are absent from work due to non-occupational illness or injury.
3. Employees who are absent from work due to non-occupational illness or injury on the date thirty (30) days after the Collective Agreement comes into force shall be entitled:
  - (a) to continue to utilize accumulated sick leave credits (until they are exhausted) for the period of absence or for any recurrence for the same or related illness or injury that occurs within thirty (30) days following a return to work, in accordance with the terms of the previous Collective Agreement between the parties;
  - b) to long term disability benefits after the longer of a thirteen (13) week waiting period, or the date sick leave credits (accumulated under previous Collective Agreements) are exhausted, in accordance with the terms of the Long Term Disability Insurance Plan, as it existed prior to the date of coming into force of the Collective Agreement.
4.
  - (a) Upon return to work, the employee is entitled to accumulate short term minor illness leave.

- (b) Employees returning to work within the first, second, third or fourth quarter shall be credited with 5, 4, 3 and 2 days respectively.

**5. Pay Out of Existing Leave Bank**

- (a) Thirty (30) days after the coming into force of this agreement, existing sick leave credits will be frozen with the exception of those banks referred to in clause 3 (a) and (b).
- (b) Any remaining leave banks for employees referred to in 3(a) and (b) will be frozen as of the date of return to work.
- (c) The value of the frozen sick leave credits will be calculated as of the date thirty (30) days after the coming into force of the Collective Agreement based on an employee's straight time rate of pay at that time.
- (d) Twenty-five (25) per cent of the value of the frozen sick leave credits calculated in accordance with the clause (c) above will be paid out in the following manner:
  - (i) one fifth (1/5) will be paid within ninety (90) days following the signing of the Collective Agreement.
  - (ii) the remaining four fifths (4/5) will be paid upon termination of employment.

Yours sincerely,

Sheelagh Taylor  
Manager, Labour Relations



**APPENDIX A**

**FINANCIAL ADMINISTRATION  
FI PAY SCALE**

- A - Effective November 7, 1992
- B - Effective November 7, 1997
- C - Effective May 13, 1998 (37.5 hrs.)
- D - Effective November 7, 1998
- E - Effective November 7, 1999

**FI 1**

|   |       |       |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| A | 34338 | 35926 | 37514 | 39102 | 40689 | 42278 | 43867 | 45454 | 47224 |
| B | 35368 | 37004 | 38639 | 40275 | 41910 | 43546 | 45183 | 46818 | 48641 |
| C | 36588 | 38280 | 39972 | 41664 | 43355 | 45048 | 46741 | 48432 | 50318 |
| D | 38051 | 39811 | 41571 | 43330 | 45089 | 46850 | 48611 | 50369 | 52331 |
| E | 39193 | 41005 | 42818 | 44630 | 46442 | 48255 | 50069 | 51880 | 53901 |

**FI 2**

|   |       |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|-------|
| A | 41798 | 43737 | 45676 | 47616 | 49556 | 51496 | 53434 | 55590 |
| B | 43052 | 45049 | 47046 | 49044 | 51043 | 53041 | 55037 | 57258 |
| C | 44536 | 46603 | 48669 | 50736 | 52803 | 54870 | 56935 | 59232 |
| D | 46318 | 48467 | 50615 | 52765 | 54915 | 57065 | 59212 | 61601 |
| E | 47707 | 49921 | 52134 | 54348 | 56562 | 58777 | 60989 | 63449 |

**FI 3**

|   |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|
| A | 50664 | 52889 | 55116 | 57344 | 59570 | 61797 | 64272 |
| B | 52184 | 54476 | 56769 | 59064 | 61357 | 63651 | 66200 |
| C | 53983 | 56354 | 58727 | 61101 | 63473 | 65846 | 68483 |
| D | 56143 | 58608 | 61076 | 63545 | 66012 | 68480 | 71222 |
| E | 57827 | 60367 | 62908 | 65451 | 67992 | 70534 | 73359 |

**FI 4**

|   |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|
| A | 56558 | 59067 | 61573 | 64082 | 66591 | 69099 | 71883 |
| B | 58255 | 60839 | 63420 | 66004 | 68589 | 71172 | 74039 |
| C | 60264 | 62937 | 65607 | 68280 | 70954 | 73626 | 76593 |
| D | 62674 | 65454 | 68231 | 71012 | 73792 | 76571 | 79656 |
| E | 64554 | 67418 | 70278 | 73142 | 76006 | 78868 | 82046 |

**APPENDIX B**

**ARTICLES APPLICABLE TO TEMPORARY EMPLOYEES WITH  
FOUR (4) MONTHS OR MORE OF SERVICE**

|            |   |
|------------|---|
| Article 1  | Purpose and Scope of Agreement  |
| Article 2  | Interpretations and Definitions   |
| Article 3  | Application   |
| Article 4  | Association Membership  |
| Article 6  | Management Rights   |
| Article 7  | Recognition   |
| Article 8  | Employee Representatives  |
| Article 9  | Use of Employer Representatives   |
| Article 10 | Check-off   |
| Article 11 | Information   |
| Article 12 | Restriction on Outside Employment   |
| Article 13 | Leave With or Without Pay for Association Business  |
| Article 14 | Illegal Strikes   |
| Article 15 | Joint Consultation  |
| Article 16 | Grievance and Arbitration Process   |
| Article 17 | NAV CANADA Joint Council Agreement (subject to the restrictions contained in the various benefit plans) |
| Article 19 | Sexual Harassment   |
| Article 21 | No Discrimination   |
| Article 22 | Health and Safety   |
| Article 24 | General Holidays  |
| Article 26 | Disability Income Security Plan (after 6 months continuous service)                                     |
| Article 32 | Pay Administration  |
| Article 33 | Hours of Work   |
| Article 34 | Variable Hours of Work  |
| Article 35 | Overtime  |
| Article 36 | Travelling Time   |
| Article 37 | Call Back Pay   |

|            |                     |
|------------|---------------------|
| Article 38 | Standby             |
| Article 39 | Part Time Employees |
| Article 47 | Agreement Reopener  |
| Article 48 | Duration            |
| Appendix A | Pay Scales          |

## 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;
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- 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.