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26/10/01

SOURCE	Bovi
EFF.	2003/06/11
TERM.	2005/10/26
No. OF EMPLOYEES	40
NOMBRE D'EMPLOYÉS	

COLLECTIVE AGREEMENT

Between

NAV CANADA

and the

**CANADIAN FEDERAL PILOTS ASSOCIATION
(CFPA)**

Revised June 1, 2004

**Expiry Date
October 26, 2005**

1171 (02)

TABLE OF CONTENTS

SECTION I - RELATIONSHIP BETWEEN THE PARTIES

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	APPLICATION	2
ARTICLE 3	INTERPRETATION AND DEFINITIONS	3
ARTICLE 4	OFFICIAL TEXTS	5
ARTICLE 5	MANAGEMENT RIGHTS	6
ARTICLE 6	RECOGNITION	7
ARTICLE 7	APPOINTMENT OF REPRESENTATIVES	8
ARTICLE 8	TIME OFF FOR REPRESENTATIVES	9
ARTICLE 9	ACCESS	10
ARTICLE 10	CHECK-OFF	11
ARTICLE 11	INFORMATION	12
ARTICLE 12	BULLETIN BOARDS	13
ARTICLE 13	EMPLOYMENT REFERENCES	14
ARTICLE 14	SAFETY AND HEALTH	15
ARTICLE 15	LICENCE AND MEDICAL FEES	16
ARTICLE 16	LEAVE WITH OR WITHOUT PAY FOR CFPA BUSINESS	17
ARTICLE 17	ILLEGAL STRIKES	20
ARTICLE 18	PUBLICATIONS	21

SECTION II - CONSULTATION AND REDRESS

ARTICLE 19	JOINT CONSULTATION	22
ARTICLE 20	GRIEVANCE PROCEDURE	23
ARTICLE 21	NAV CANADA JOINT COUNCIL AGREEMENTS	29
ARTICLE 22	EMPLOYEE PERFORMANCE REVIEW	30
ARTICLE 23	DISCRIMINATION	31

SECTION III - LEAVE

ARTICLE 24	LEAVE - GENERAL	32
ARTICLE 25	GENERAL HOLIDAYS	33
ARTICLE 26	VACATION LEAVE	35
ARTICLE 27	SICK LEAVE	38
ARTICLE 28	OTHER LEAVE WITH OR WITHOUT PAY	40
ARTICLE 29	DEVELOPMENTAL SEMINARS	49

SECTION IV - HOURS OF WORK AND COMPENSATION

ARTICLE 30	PAY	50
ARTICLE 31	HOURS OF WORK	51
ARTICLE 32	OVERTIME	53
ARTICLE 33	CALL-BACK	55
ARTICLE 34	STANDBY	56
ARTICLE 35	SEVERANCE PAY	57

SECTION V - STAFFING

ARTICLE 36	STAFFING	58
ARTICLE 37	PROBATIONARY PERIOD	64
ARTICLE 38	SENIORITY	65

SECTION VI - EMPLOYMENT SECURITY

ARTICLE 39	EMPLOYMENT SECURITY	68
ARTICLE 40	LOSS OF LICENCE	73

SECTION VII - AGREEMENT RE-OPENER

ARTICLE 41	AGREEMENT RE-OPENER	74
ARTICLE 42	DURATION AND RENEWAL	75

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1-03 RE FIP BASE PAY	77
LETTER OF UNDERSTANDING NO. 2-03 RE THE APPLICATION OF ARTICLE 39.05	78
APPENDIX "A" PAY SCALES	79
APPENDIX "B" ARTICLES APPLICABLE TO TEMPORARY EMPLOYEES	80
APPENDIX "C" NAV CANADA JOINT COUNCIL AGREEMENTS	
(1) Memorandum of Understanding	81
(2) NAV CANADA Joint Council Directives	82
(3) NAV CANADA Joint Council Directives Committee	83
(4) NAV CANADA Joint Council Occupational Safety & Health Committee	84
(5) NAV CANADA Joint Board of Management	85

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between NAV CANADA, the employees and the CFPA, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

- 1.02 The parties to this Agreement share a desire to improve the quality of NAV CANADA, to maintain a high standard in the operation of air navigation services 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 the NAV CANADA in which members of the bargaining units are employed.

ARTICLE 2

APPLICATION

2.01 The provisions of this Agreement apply to the Association, employees and NAV CANADA.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

- 3.01 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.
- 3.02 The management rights of NAV CANADA shall not be restricted in any way by any practice, custom or past agreement not specifically renewed as part of this Agreement or by any individual or collective privilege not specifically provided for in this agreement.
- 3.03 For the purpose of this Agreement:
- (a) “Association” means the Canadian Federal Pilots Association;
 - (b) “bargaining unit” means the Group described in Article 6;
 - (c)
 - (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.;
 - (d) “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;

- (e) “day of rest” in relation to an employee means a day other than a Holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave of absence;
- (f) “employee” means a person who is a member of the bargaining unit and is recognized to have attained the status of professional pilot. They shall be identified as Service Design Pilots (SDP), except those assigned to the NAV CANADA Flight Inspection Office (NCFIO) who are identified as Flight Inspection Pilots (FIP).
- (g) “holiday” means the twenty-four (24) hour period commencing at 00:01 a.m. of a day designated as a Holiday in this Agreement;
- (h) “leave” means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (i) “membership dues” means the dues established pursuant to the constitution of the CFPA as the dues payable by its members as a consequence of their membership in the CFPA, and shall not include any initiation fee, insurance premium, or special levy;
- (j) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176
- (k) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5);
- (l) “hourly rate of pay” means an employee’ daily rate of pay divided by seven and one-half (7 1/2);
- (m) “time and one-half” means one and one-half (1 1/2) times an employee’s hourly rate of pay;
- (n) “location” is identified by the premises where the employee normally works or the organization entity to which the position is attached.

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

ARTICLE 4

OFFICIAL TEXTS

- 4.01 Both English **and** French texts of this Agreement shall be official. Where there is a conflict over the interpretation, the language of negotiation shall prevail

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Subject to the terms of this Agreement, the CFPA recognizes that NAV **CANADA** has the exclusive right to manage **and** direct its operations.

10

ARTICLE 6

RECOGNITION

- 6.01 NAV CANADA recognizes the CFPA as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the fourteenth (14th) day of November 1984, and deemed to be a certificate of the Canada Industrial Relations Board (CIRB) pursuant to S.69 of the Canadian Air Navigation System Commercialization Act (S.C, 1996, C20), covering all of the employees of NAV CANADA in the Aircraft Operations Group in the Technical Category.
- 6.02 NAV CANADA recognizes that it is a proper function and a right of the CFPA to bargain with a view to arriving at a collective agreement, and NAV CANADA and the CFPA agree to bargain in good faith, in accordance with the provisions of the Canada Labour Code.

ARTICLE 7

APPOINTMENT OF REPRESENTATIVES

- 7.01 NAV CANADA acknowledges the right of the CFPA to appoint Representatives from amongst the employees.
- 7.02 The CFPA shall determine the area to be serviced by each Employee Representative.
- 7.03 The CFPA will notify NAV CANADA in writing of the name of its Representatives and will advise promptly of any changes made to the list.

ARTICLE 8

TIME OFF FOR REPRESENTATIVES

- 8.01 A Representative shall obtain the permission of his or her immediate Supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. The Representative shall report back to his or her Supervisor, or designee, before resuming normal duties.

ARTICLE 9

ACCESS

- 9.01 NAV CANADA agrees that access to its premises may be allowed to permanent employees of the CFPA for the purpose of interviewing a member.
- 9.02 Permission to hold such meeting shall in each case be obtained from NAV CANADA's Labour Relations Department and such meeting shall not interfere with the operations of the department or section concerned.

ARTICLE 10

CHECK-OFF

- 10.01 NAV CANADA will, as a condition of employment, deduct the equivalent of the amount of membership dues from the monthly pay of all employees in the bargaining unit.
- 10.02 The CFPA shall inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee defined in clause 10.01.
- 10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any one month to permit deductions, NAV CANADA shall not be obliged to make such deductions from subsequent salary.
- 10.04 An employee who satisfies NAV CANADA to the extent that the employee declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization equal to dues shall not be subject to this Article.
- 10.05 No employee organization, other than the CFPA, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.
- 10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the CFPA within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.
- 10.07 NAV CANADA agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 10.08 The CFPA agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article.

ARTICLE 11

INFORMATION

- 11.01 NAV CANADA agrees to supply the CFPA each quarter with the name, geographic location **and** classification of each new employee.
- 11.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement, The cost of printing the Agreement will be divided equally between the CFPA and NAV CANADA

ARTICLE 12

BULLETIN BOARDS

- 12.01 NAV CANADA will provide specific bulletin board space for the use of the CFPA at suitable locations accessible to employees, sites to be determined by NAV CANADA and the Association, provided that the use of such boards by CFPA shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Association, and shall contain nothing that is adverse to the interest of NAV CANADA. Copies of information to be posted shall be supplied to the Labour Relations Officer concerned. NAV CANADA shall have the right to refuse the posting of any information it considers adverse to its interests. NAV CANADA will make available to the CFPA specific locations on the premises for the storage of reasonable quantities of CFPA literature.
- 12.02 With the approval of Management, an CFPA representative may use NAV CANADA's equipment/facilities for Association purposes.

ARTICLE 13

EMPLOYMENT REFERENCES

- 13.01 Unless requested otherwise in writing by the employee or former employee, personal references shall be given to a prospective Employer on application by such Employer, indicating length of service, principal duties and responsibilities, and performance of such duties.

ARTICLE 14

SAFETY AND HEALTH

14.01 NAV CANADA shall make all reasonable provisions for the occupational safety and health of employees. NAV CANADA will welcome suggestions on the subject from the CFPA 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 15

LICENCE AND MEDICAL FEES

15.01 NAV CANADA shall reimburse an employee for his or her payment of fees incurred in:

- (a) obtaining medical examinations, including but not limited to electrocardiograms, specialist reports and x-rays, when required by the licencing authority, for the purpose of the renewal of a pilot's licence

and

- (b) renewing his or her pilot's licence including ratings and endorsements thereto, when required by NAV CANADA as a condition for the continuation of the performance of the duties of his or her position.

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR CFPA BUSINESS

16.01 Canada Industrial Relations Board Hearings

(1) **Complaints made to the Canada Industrial Relations Board**

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant:

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

and

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

(2) **Applications for Certification, Representations and Interventions with respect to Applications for Certification**

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay:

- (a) to an employee who represents the CFPA in an application for certification or in an intervention,

and

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

(3) Employee called as a Witness

NAV CANADA will grant:

- (a) leave with pay to an employee called as a witness by the Canada Industrial Relations Board,

and

- (b) where operational requirements as determined by NAV CANADA permit, leave without pay to an employee called as a witness by an employee or the Association.

16.02 Contract Negotiations Meetings

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave with pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Association.

16.03 Preparatory Contract Negotiations Meetings

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

16.04 Meetings Between the CFPA and Management

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

16.05 Group Executive Meetings, CFPA Executive Meetings and CFPA Conventions

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to a reasonable number of employees to attend Group Executive meetings, CFPA Executive meetings and CFPA Conventions.

16.06 Representatives' Training Courses

Where operational requirements as determined by NAV CANADA permit, NAV CANADA will grant leave without pay to employees who exercise the authority of a representative on behalf of the CFPA to undertake training related to the duties of a representative.

16.07 Elected CFPA Officials

- (a) With reasonable notice from the employee in writing that he/she has been elected to serve **as** a full time elected CFPA official, NAV CANADA will grant leave to the employee for the term of the appointment.
- (b) This period of leave will count as continuous service for purposes of calculating seniority, severance pay, vacation leave and pay increments granted in the interim.
- (c) Upon termination of his or her position with the CFPA, the employee shall be entitled to resume employment with NAV CANADA at the salary he/she was paid at the time **of** leaving plus any increases granted in the interim.

16.08 An employee granted leave under this Article, shall continue to receive his or her regular salary for the period of leave granted, subject to the CFPA reimbursing NAV CANADA for all associated costs.

ARTICLE 17

ILLEGAL STRIKES

- 17.01 There shall be no strikes or lockouts, as defined in the Canada Labour Code, during the term of this Agreement.
- 17.02 Participation in an illegal strike as defined by the Canada Labour Code may lead to disciplinary action up to and including discharge

ARTICLE 18

PUBLICATIONS

18.01 NAV CANADA agrees to ensure that employees have ready access to all publications considered necessary to their work by NAV CANADA.

ARTICLE 19

JOINT CONSULTATION

- 19.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 19.02 Subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

National Consultation

- 19.03
- (a) Consultation meetings with Senior Management shall take place semi-annually. The frequency of meetings of regional Association representatives and their respective management shall be determined by mutual agreement.
 - (b) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 20

GRIEVANCE PROCEDURE

20.01 Definition of Grievance

A grievance shall be defined as any dispute between NAV CANADA and the CFPA (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, Association grievances and company grievances.

20.02 Definition of Days

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday (as identified in Article 25), the deadline shall be extended to the next normal business day.

20.03 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.

20.04 Dispute Resolution

Complaint Stage

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

20.05 Abbreviated Procedure

Any CFPA 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, NAV CANADA or the employee ought to have reasonably been aware of the incident giving rise to the grievance.

20.06 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 CFPA.

20.07 Time Off Work for Complaints, Grievances and Arbitration Processes

- (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 (35 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 (35 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 CFPA representative, the authorized CFPA 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 CFPA representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized CFPA 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 CFPA representative, the time spent by the employee or authorized CFPA representative shall be considered as time worked for the purposes of this Collective Agreement.

20.08 Notification of Authorized Representatives

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

20.09 Permission to Enter Premises or Offices

An authorized CFPA 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.

20.10 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 21

NAV CANADA JOINT COUNCIL AGREEMENTS

- 21.01 Agreements, as amended from time to time, concluded by the NAV CANADA Joint Council on items which may be included in this Agreement and which the parties to this Agreement endorsed after November, 1, 1996 and made in accordance with the terms of the NAV CANADA Joint Council By-laws (as amended from time to time) will form **part** of this Collective Agreement.
- 21.02 Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws.

ARTICLE 22

EMPLOYEE PERFORMANCE REVIEW

- 22.01 An employee shall be given an opportunity to sign any formal review of his or her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties.
- 22.02 NAV CANADA agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 22.03 Any document, relating 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 infraction took place; provided that no further occurrence of disciplinary action has been recorded during this period.

ARTICLE 23

DISCRIMINATION

- 23.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.
- 23.02 The parties agree that grievances arising from Article 23.01 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.
- 23.03 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 24

LEAVE - GENERAL

- 24.01 When the employment of an employee who has been granted more vacation leave with pay than the employee has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him or her.
- 24.02 When the employment of an employee who has been granted more vacation leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if at the time of lay-off the employee has completed two (2) or more years of continuous employment.
- 24.03 An employee is entitled, quarterly, to be informed, upon request, of the balance of his or her vacation leave credits.
- 24.04 The amount of leave with pay 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.
- 24.05 Leave shall be granted only in respect of time the employee would be otherwise scheduled to work at straight-time rates.
- 24.06 An employee is not entitled to leave with pay during periods when the employee is on leave without pay or under suspension.
- 24.07 An employee shall not be granted two different types of leave with pay at the same time.
- 24.08 An employee shall not earn leave credits under this Collective Agreement in any month **for** which leave has already been credited to the employee under the terms of any other collective agreement to which NAV CANADA is a party.

ARTICLE 25

GENERAL HOLIDAYS

25.01 Subject to clause 25.02, the following days shall be general 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 day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

25.02 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) calendar days immediately preceding the General holiday the employee is not entitled to wages for at least fifteen (15) calendar days.

Holiday Falling on a Day of Rest

25.03 When a General Holiday under clause 25.01 coincides with an employee's day of rest, the Holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.

25.04 When a General Holiday for an employee is moved to another day under the provisions of clause 25.03,

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

and

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

Compensation for Work on a Holiday

25.05 Where an employee works on a Holiday, he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on a holiday, compensation for all hours worked by him or her on the Holiday at one and one-half (1 ½) times the rate of his or her hourly remuneration.

25.06 Notwithstanding the provisions of clause 25.05, all hours worked on a Holiday by FIPs will form part of the semi-annual nine hundred and seventy-five (975) hours at the expanded rate of time and one-half (1 ½) in accordance with clause 25.05, and will be in addition to the seven and one-half (7 ½) hours he or she would have been credited with had he or she not worked on the Holiday.

Holiday Coinciding with a Day of Paid Leave

25.07 Where a day that is a General Holiday for an employee falls within a period of leave with pay, the Holiday shall not count as a day of leave.

ARTICLE 26

VACATION LEAVE

26.01 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.

26.02 The vacation year extends from April 1 to March 31.

26.03 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 as determined by NAV CANADA, 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) 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.
- (d) At any point, an employee may elect to be paid out for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty days' notice.

26.04 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 and one-half (112 ½) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
- (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment
- (c) one hundred and eighty-seven and one-half (187 ½) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;

- (d) two hundred and twenty-five (225) hours per vacation year if the employee has completed thirty (30) years of continuous employment.
- 26.05 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to operational requirements of the department, as determined by NAV CANADA 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.
- 26.06 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation.
- 26.07 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.
- 26.08 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.
- 26.09 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.
- 26.10 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**.

26.11 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause **26.09** to be reimbursed for reasonable expenses incurred by him or her.

26.12 When, in respect of any period of vacation leave, events occur which would normally entitle an employee to be granted:

(a) bereavement leave,

or

(b) special leave with pay because of illness in the immediate family,

or

(c) leave and benefits for a period equivalent to ~~an~~ absence due to non occupational illness or injury, or injury on duty leave, provided that the employee satisfies **NAV CANADA** of this condition on production of a medical certificate, if deemed necessary by **NAV CANADA**,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by **NAV CANADA**, or reinstated for use at a later date.

26.13 It is agreed that **NAV CANADA** may require the employee to submit the name, address and telephone number of the attending physician in order to enable **NAV CANADA** to determine whether or not the vacation leave will be displaced.

ARTICLE 27

SICK LEAVE

- 27.01** Reflecting the intent that employees shall have income protection either through salary continuation or eligibility for long term disability benefits where absence from work is due to non-occupational illness or injury, employees shall be entitled to authorized leave and to salary continuation for absences due to non-occupational illness or injury in accordance with the terms of this Article provided that the employee satisfies NAV CANADA of his or her inability to work in such manner and at such time as may be determined by NAV CANADA.
- 27.02** In the event that an employee is absent from work under this Article, salary continuation will be provided. However, where an employee is absent for a continuous period in excess of one hundred and thirty (**130**) days, salary continuation will cease as of the one hundred and thirty-first (**131st**) day at which time, the employee will become eligible for long term disability benefits. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any thirty (**30**) day period.
- 27.03** Salary continuation benefits will be as follows:
- (a) salary continuation will be at one hundred percent (100%) of the employee's normal salary for up to sixty-five (65) days in any twelve (**12**) month period;
 - (b) any salary continuation in excess of sixty-five (65) days in any twelve (**12**) month period shall be at seventy percent (70%) of the employee's normal salary;
 - (c) if a period of continuous absence due to illness exceeds one hundred and thirty (**130**) days, the employee will be eligible to apply for long term disability benefits under the NAV CANADA long term disability program.
- 27.04** As of November **20, 1998** all further accumulation of former sick leave credits ceased and existing employee banks were frozen.
- 27.05** Employees who are absent from work due to a non-occupational illness or injury and who have accumulated sick leave credits as of November **20, 1998** under the former sick leave program shall:
- (a) in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any DISP benefits or

NAV CANADA Disability Insurance Plan entitlements until such time as their former sick leave credits are exhausted;

- (b) upon exhaustion of former sick leave credits, be entitled to income security benefits under the DISP or NAV CANADA Insurance Plan as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under the DISP.

- 27.06 The use of former sick leave credits will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA long term disability plan.
- 27.07 For the purpose of insuring the wellness of all employees in the bargaining unit, the bargaining agent and NAV CANADA will jointly sponsor, endorse and support a program to be done through a mutually agreed upon third party provider.
- 27.08 Application of this program will only be considered if an employee is absent under this clause for more than ten (10) days in any twelve (12) month period, or for a continuous period of over five (5) days. Its application will be subject to the rules of privacy applicable in such cases.
- 27.09 The program will be utilized to ascertain the reasons for absences, to develop with an employee a program to assist in improved attendance or an early return to work.
- 27.10 All third party provider costs related to this program will be borne by NAV CANADA.

ARTICLE 28

OTHER LEAVE WITH OR WITHOUT PAY

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

Bereavement Leave With Pay

28.02 For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, child, 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 that employee. In addition, the employee may be granted up to three **(3)** days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled up to one **(1)** day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, NAV CANADA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 28.02(a) and (b).

Court Leave with Pay

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

- (a) to be available **for** jury selection;
- (b) to serve on a jury;

or

- (c) by subpoena or summons to attend as a witness in any proceeding except one to which an employee is a party and otherwise than in the performance of the duties of his or her position, 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 a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,
 - (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 or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave With Pay

28.04 Where an employee participates as a candidate in a personnel selection process for a position within NAV CANADA, the employee is entitled to leave of absence 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 the employee's presence is so required. Remuneration in these circumstances shall be limited to regular salary.

28.05 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Parental Leave Without **Pay** clause, 28.06(d).
 - (a) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by

a period equal to the period during which the child is hospitalized.

- (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
 - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) 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 Article shall include medical disability related to pregnancy.
- (B) Unless prevented **from** doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the pregnancy at least four (**4**) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) (i) After completion of six (**6**) months' continuous employment, an employee who agrees to return to work for a period of at least six (**6**) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a

maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.

- (ii) An applicant under clause 28.05(C)(i) shall sign an agreement with NAV CANADA, providing:
 - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with NAV CANADA's consent.
- (iii) Should the employee fail to return to work as per the provisions of clause 28.05(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to NAV CANADA for the full amount received as maternity leave allowance.

(D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (iii)
 - (a) for a full-time employee the weekly rate of pay referred to in clause 28.05(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
 - (b) for a part-time employee the weekly rate of pay referred to in clause 28.05(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction

obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.

(iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 28.05(D)(i) or (ii) shall be adjusted accordingly.

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

28.06 Parental Leave Without Pay

(a) An employee who intends to request parental leave shall notify NAV CANADA at least fifteen (15) weeks in advance of the expected date of the birth of his or her child.

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

(c) NAV CANADA may:

(i) defer the commencement of parental leave without pay at the request of an employee;

(ii) require an employee to submit a birth certificate of the child.

(d) Parental leave without pay utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.

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

28.07 Adoption Leave Without Pay

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

28.08 Injury on Duty Leave

Subject to clause **28.08** (e), when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:

- (a) a claim has been filed with the appropriate worker's compensation authority;
- (b) NAV CANADA has been notified by that worker's compensation authority that the employee's claim has been granted;

- (c) the employee's injury was not caused by the employee's wilful misconduct;
- (d) the employee agrees to remit to NAV CANADA any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium;
- (e) 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.

Examination Leave With Pay

28.09 Leave of absence with pay to write examinations may be granted by NAV CANADA to an employee. Such leave will be granted only where in the opinion of NAV CANADA the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Leave Without Pay for the Care and Nurturing of Pre-school Age Children

28.10 Subject to operational requirements as determined by NAV CANADA an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify NAV CANADA in writing four **(4)** weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six **(6)** months;
- (c) the total leave granted under this clause shall not exceed five **(5)** years during an employee's total period of employment in the Public Service and NAV CANADA;
- (d) such leave shall be deducted for the calculation of entitlement for the purposes of severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Family-Related Needs

28.11 Leave without pay may be granted for family-related needs, in the following manner:

- (a) Subject to operational requirements as determined by NAV CANADA, leave without pay for a period of up to three (3) months may be granted to an employee for family-related needs.
- (b) Subject to operational requirements as determined by NAV CANADA, leave without pay of more than three (3) months but not exceeding one (1) year may be granted to an employee for family-related needs.
- (c) An employee is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the employee's total period of employment in NAV CANADA. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the consent of NAV CANADA.
- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall be counted for pay increment purposes..
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave With Pay for Family-Related Responsibilities

28.12

- (a) For the purpose of this clause, family is defined as spouse, dependent children, parents (including stepparents 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) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental

appointment when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.

- (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.
 - (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-clause (b)(i), (ii) and (iii) shall not exceed five (5) days in a leave year.

28.13 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) year's 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.

Leave With or Without Pay for Other Reasons

28.14 At its discretion, NAV CANADA may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 29

DEVELOPMENTAL SEMINARS

- 29.01 It is recognized by the parties to this Agreement that attendance at certain developmental seminars, symposiums and conferences represents opportunities for development to the employee beyond that which NAV CANADA requires of the employee to simply maintain current operations.
- 29.02 Many of these developmental opportunities do not readily associate themselves with the normal hours of work, overtime and travelling time provisions **of** this Collective Agreement and as such, in these circumstances these provisions will not apply.
- 29.03 Accordingly, the parties agree that when such a developmental situation is to be arranged by NAV CANADA and an employee is to be given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of the employee's personal time above and beyond the employee's normal hours **of** work both in respect of travel and attendance at such activities.
- 29.04 If the employee wishes to be given the opportunity to attend and **is** permitted to do **so**, the employee shall be entitled to normal travel expenses incurred and shall suffer no loss of regular salary as a result of attendance at such activity.

ARTICLE 30

PAY

- 30.01 An employee is entitled to be paid by direct deposit at the pay specified in Appendix "A" for the classification of the position to which the employee is assigned.
- 30.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- 30.03 When an employee is required by NAV CANADA to substantially perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced the assignment as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- 30.04 The pay increment date for an employee appointed to a position in the bargaining unit on hiring, promotion or demotion, shall be the first Monday following the pay increment period specified in Appendix "A" as calculated from the date of the hiring, promotion or demotion.

ARTICLE 31

HOURS OF WORK

31.01 The hours of work will be scheduled on a modified work schedule where over a three (3) month period {thirteen (13) weeks} the employee will work four hundred and eighty-seven and one-half (487 ½) hours and will work an average of thirty-seven and one-half (37 ½) hours per week and seven and one-half (7 ½) hours per day.

All hours worked in excess of four hundred and eighty-seven and one-half (487 ½) hours shall be compensated in accordance with the provisions of Article 32 (Overtime).

31.02 The work week shall normally be Monday through Friday.

31.03 NCFIO Pilots

- (a) The hours of work for NCFIO Pilots will be scheduled on a modified work schedule where over a six month period (twenty-six (26) weeks} the employee will work nine hundred and seventy-five (975) hours and will work an average of thirty-seven and one-half (37 ½) hours per week and seven and one-half (7 ½) hours per day.
- (b) All hours worked in excess of nine hundred and seventy-five (975) shall be compensated in accordance with the provisions of Article 32 (Overtime).
- (c) In the event that an employee is prevented from carrying out his or her assigned duties on a scheduled day of work due to circumstances beyond his or her control, the employee will be credited with seven and one-half (7 1/2) hours toward the semi-annual total of nine hundred and seventy-five (975) hours of work.
- (d) All flight time in excess of eighty (80) hours in a calendar month will be credited as one and one-half (1 1/2) hours for each additional hour of flying time.
- (e) All hours worked on weekends in excess of three (3) weekends in a three (3) month period will be credited at the rate of one and one-half (1 ½) hours for each hour worked, except that one additional weekend in a six (6) month period will be credited at straight time.

- (f) Pilots will be on “off duty” status when not assigned to flying, administrative or project related duties but they may be assigned to “reserve status”.
- (g) When NAV CANADA assigns a pilot to “reserve status” he or she shall be credited with one (1) hour of compensatory leave. If a pilot is called in to work when on “reserve status” and returns to work, all hours worked shall be credited to the semi-annual hours of work specified in clause 31.03 (a) above.
- (h) Pilots will only be called in from “reserve status” in the event of an accident, an incident or for unscheduled and unforeseen outages.

31.04 Flight time and flight duty time limitations for employees will be governed by the applicable Flight Operations Manual. Flight duty time will include Flight Time as defined in the Canadian Aviation Regulations plus one and one-half (1 1/2) hours and will commence when the employee reports to work.

31.05 All employees will submit monthly attendance registers. Periods of absence and hours of overtime will be specified.

31.06 Flight Duty Time performed by an employee while a **flight** crew member, after completion of a normal working day, or wholly on a day of rest or a designated holiday, will include flight time, as defined in Canadian Aviation Regulations, plus one (1) hour pre-flight duties and one-half (1/2) hour post-flight duties.

ARTICLE 32

OVERTIME

32.01 In each three (3) month period {thirteen (13) weeks), a Service Design Pilot (SDP) will be paid overtime at the rate of time and one-half (1 ½) his or her straight time rate of pay for all hours worked in excess of four hundred and eighty seven and one-half (487 ½) hours in that period.

The thirteen (13) week periods shall be January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st.

32.02 All calculations for overtime shall be based on each completed fifteen (15) minute period.

32.03

(a) All overtime earned under Article 32 - Overtime, Article 25 - General Holidays, Article 33 - Call-Back and Article 34 - Standby, shall accumulate as compensatory leave. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the direction of NAV CANADA, or at the request of the employee and the discretion of NAV CANADA.

(b) Employees shall be paid for each hour of earned but unused compensatory leave remaining to their credit:

- SDPs on March 31st, June 30th, September 30th and December 31st
- FIPs on June 30th and December 31st

Such payment is in lieu of compensatory leave remaining on that date and shall be paid at the rate of the employee's hourly rate of pay on that date.

(c) Notwithstanding Article 32.03 (b) above, in exceptional circumstances and subject to operational requirements as determined by NAV CANADA, an employee may carry over up to five (5) days compensatory leave beyond December 31st which must be taken in time off within the following six (6) months.

32.04 An employee who works three (3) or more hours of overtime immediately before or following his or her scheduled hours of work shall be reimbursed his or her expenses for one meal at the lunch rate in the NAV CANADA Travel Directive except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by management, shall be allowed the employee in

order that he or she may take a meal break either at or adjacent to his or her place of work.

32.05 Notwithstanding the provisions contained in clauses 32.01 through 32.03, the following provisions in respect of Overtime shall apply to Flight Inspection Pilots (FIPs).

- (a) In each six month period {twenty-six (26) weeks}, an employee will be paid overtime at the rate of time and one-half (1 ½) his or her straight time rate of pay for all hours worked in excess of nine hundred and seventy-five (975) hours in that period.

The six (6) month periods shall be January 1st to June 30th and July 1st to December 31st of each year.

- (b) For purposes of this clause, all calculations for overtime compensation shall be based on each completed fifteen (15) minute period.
- (c) All overtime earned under this clause shall accumulate as compensatory leave. Such accumulated leave shall be held in reserve to be liquidated in leave or cash at the direction of NAV CANADA or at the request of the employee and the discretion of NAV CANADA.
- (d) Employees shall be paid for each hour of earned but unused compensatory leave remaining to their credit on June 30th and December 31st. Such payment is in lieu of compensatory leave remaining on that date and shall be paid at the rate of the employee's hourly rate of pay on that date.

ARTICLE 33

CALL-BACK

33.01 If an employee on a General holiday or a day of rest or after he or she has completed his or her work for the day and has left his or her place of work is called back to work and returns to work he or she shall be entitled to the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

ARTICLE 34

STANDBY

34.01 “Standby” means the duration of time an employee is either requested or scheduled by NAV CANADA to be available for return to duty.

34.02

- (a) Where NAV CANADA requires an employee to be available on standby during off-duty hours he or she shall be credited with one hour of compensatory leave for each eight (8) consecutive hours or portion thereof that the employee has been designated as being on standby duty.
- (b) An employee designated for standby duty shall be available during his or her period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.
- (c) No compensatory leave shall be credited for the total period of standby duty if the employee is unable to report for duty when required.
- (d) An employee who is on standby and receives a call to duty, may at the discretion of NAV CANADA work at the employee’s residence and receive compensation for time worked in accordance with Article 32 - Overtime. In such instances employees shall not be entitled to compensation under Article 33 - Call-Back.
- (e) An employee on standby who is called in to work and who reports for work shall be compensated in accordance with Article 33 and shall continue to receive credit under this clause for the balance of the period of standby duty in which he or she is called in.
- (f) Upon recommencement of standby duty following a period in which an employee has been recalled to work or received a call to duty subject to clause 34.02 (d) he or she will recommence to earn standby compensation under the provisions of paragraph (a) of this clause.
- (g) When there is a known requirement for standby duties on a continuing basis NAV CANADA will endeavour to distribute the standby duties on an equitable basis among qualified available employees.

ARTICLE 35

SEVERANCE PAY

35.01 Under the following circumstances and subject to clause 35.02, 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 twelve (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 twenty-nine (29) weeks' pay.

(b) **Retirement**

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

35.02 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 35.01 be pyramided.

35.03 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 36

STAFFING

36.01 New or Vacant Positions

Unless provided otherwise in this Agreement, the staffing provisions in this Article apply to any new permanent position, any vacant position, or any temporary or term position of more than twelve (12) months duration, falling within the unit covered by this agreement.

36.02 Transfer

NAV CANADA may, prior to implementing the staffing procedures outlined in this Article, consider the transfer of an employee to the vacant position subject to the following:

- (a) transfer requiring relocation under the NAV CANADA Travel and Relocation Directive shall be subject to the employee's written consent;
- (b) the maximum salary of the vacant position must be no more than four percent (**4%**) greater than the maximum salary of the employee's existing position;
- (c) NAV CANADA shall reimburse the transferring employee for expenses incurred in the transfer in accordance with the Travel and Relocation Directive;

However, if there are qualified employees eligible for priority placement under paragraphs 36.03 (a) and (b) at the location concerned, NAV CANADA shall implement priority placement before transfer under this paragraph.

36.03 Priority Placements

Prior to the implementation of the staffing procedure outlined in paragraph 36.04, NAV CANADA shall consider employees formerly occupying a position classified at the same level or higher than the vacant or new position in the area of selection determined by NAV CANADA in the order outlined below:

- (a) qualified employees who have received notices of lay-off (surplus) or who have been declared vulnerable under Article 39 of this Agreement;
- (b) qualified employees on lay-off and retaining recall rights;

- (c) qualified employees returning from leaves of absence of twelve (12) months or more.

36.04 **Staffing of Vacant Positions**

If following the application of paragraph 36.02 and 36.03, above, the 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, in order to bring the job opportunity to the attention of employees and provide those interested with an opportunity to apply. A copy of the job poster shall also be forwarded to the Association.
- (b) The job posting shall contain the following information for the position:
 1. position title, classification and specific geographic location(s);
 2. the salary range;
 3. the basic qualifications required (including any security clearance or language requirements);
 4. area of selection;
 5. the summary of duties;
 6. any special working conditions such as shift-work or the need to travel;
 7. the date and time by which applications must be received;
 8. the name, address, fax number, e-mail and telephone number of the person to whom the application should be addressed;
 9. the fact that the Statement of Qualifications containing the essential requirements of the position is available on request;
 10. whether or not an eligibility list is to be established.
- (c) An eligibility list containing the names of all qualified candidates may be established. Unless otherwise mutually agreed this list shall be valid for a period not exceeding twelve (12) months.

36.05 Selection Standards and Statements of Qualifications

When staffing a position, NAV CANADA shall develop a Statement of Qualifications which shall be based on reasonable selection standards and shall include the basic qualifications and rated requirements of the position.

- (a) The basic qualifications shall consist of prerequisites consistent with selection standards for the position such as:
 - (i) educational and/or professional designation;
 - (ii) experience;
 - (iii) official languages requirement;
 - (iv) licensing requirements.
- (b) The rated requirements for the particular position shall consist of elements such as:
 - (i) knowledge;
 - (ii) skills;
 - (iii) abilities;
 - (iv) personal suitability.
- (c) Candidates who do not meet the basic qualifications shall not be assessed on the rated requirements.

36.06 Licence

The licensing requirements referred to in Article **36.05** relate to the Canadian Airline Transport Pilot Licence or Canadian military equivalent which a candidate holds or may have held.

36.07 Selection

- (a) The qualified candidate who best meets the requirements of the position referred to in paragraph 36.05 shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.
- (b) For the purposes of the present paragraph, a candidate may include a qualified employee from any occupational group covered by the present

agreement or a qualified employee from any occupational group not covered by the present agreement. In the latter case, the employee shall be deemed to be the least senior qualified candidate.

36.08 Information

Within thirty (30) days of the selection of a candidate to fill a new or vacant position NAV CANADA shall advise the successful candidate in writing of the effective date of assignment.

36.09 Post Board Debriefing

A NAV CANADA employee who is an unsuccessful candidate in a job competition process is entitled upon written request to a post-board debriefing in order to obtain information and documentation relating to the evaluation of his or her candidacy.

36.10 Security Clearance

NAV CANADA may require that candidates undergo a security clearance prior to their assignment.

36.11 Return Rights

Upon assignment to a new or vacant position, a NAV CANADA employee shall be granted a familiarization period of up to forty-five **(45)** days worked during which the employee or NAV CANADA may determine that the employee be returned to his or her former position subject to the following:

- (a) the parties may mutually agree to extend the familiarization period for up to a further forty-five **(45)** days;
- (b) the employee shall be compensated in accordance with the Travel and Relocation Directive for expenses incurred during the familiarization period;
- (c) no relocation expenses shall be paid to the employee during the familiarization period unless otherwise mutually agreed, however once relocation expenses have been paid the employee will forego the right to return to his or her former position;
- (d) the familiarization period and return rights may be dispensed with by mutual agreement between parties.

36.12 Temporary Vacancies

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.

36.13 Projects and Temporary Positions

Positions referred to in paragraph 36.12 and temporary positions required for special projects and urgent temporary needs may be filled by NAV CANADA'S discretion by regular or temporary employees.

36.14 Authorized Leaves of Absence of Less Than Twelve Months

An employee on an authorized leave of absence for less than twelve (12) months (or two consecutive leaves of absence totalling less than twelve (12) months) shall, upon his or her return to work, be assigned to his or her former position. If the employee's former position has been eliminated during his or her absence he or she shall be subject upon his or her return to the provisions of Article 39, Employment Security.

36.15 Return Notice from Leave of Absence

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

36.16 Temporary or Term Employee

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.

36.17 Temporary or Term Employee - Probation

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.

36.18 Lower Classification

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

36.19 Higher Classification

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

36.20 New Classification System

Until such time as any new classification system and standards have been mutually agreed upon, the classification system and standards existing upon signature of the collective agreement shall remain in place.

ARTICLE 37

PROBATIONARY PERIOD

37.01 Probationary Period

All newly hired employees shall serve a probationary period of 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 other than job related training provided by NAV CANADA.

37.02 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.

However, it is agreed that upon the request of the Association, within ten (10) days of the termination of employment, **an** authorized management representative shall meet with **an** authorized Association representative to discuss the circumstances giving rise to the termination **of** employment of the probationary employee.

ARTICLE 38

SENIORITY

38.01 Definition

Seniority shall be defined as:

- (a) The continuous service of an employee with NAV CANADA.
- (b) For NAV CANADA employee “designated” under Part IV of the Civil Air Navigation Services Commercialization Act, an employee’s continuous service outlined in (a) above, shall also include continuous service as an employee engaged in the Public Service of Canada as defined in the Public Services Staff Relations Act (R.S.C; P-35 s.1) in any department or organization mentioned in any version of Part 1 Schedule 1 as of November 1, 1996.

38.02 Accumulation of Seniority

The seniority of an employee shall continue to accrue during ~~an~~ absence due to:

- (a) accident or illness;
- (b) maternity or parental leave;
- (c) any unpaid leave of absence of up to twelve (12) months;
- (d) lay-off of up to twelve (12) months or until the right of recall expires;
- (e) any paid leave of absence provided for under the present Agreement.

38.03 Retention of Seniority

An employee transferred by NAV CANADA to a 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.

38.04 Termination of Seniority

Seniority of ~~an~~ employee shall be terminated and employment will cease where the employee:

- (a) is dismissed for cause and is not reinstated;

- (b) retires;
- (c) voluntarily resigns;
- (d) fails, without a 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 provides advice in writing that they accept the NAV CANADA Departure Incentive Program.

38.05 Seniority List

- (a) NAV CANADA shall provide the Association an initial seniority list of employees indicating their seniority in accordance with this Article.
- (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
 - 3. work location
 - 4. position title
 - 5. classification and level
- (d) An employee who wishes to challenge the accuracy of the seniority list shall consult the Association who shall advise NAV CANADA in writing within ninety (90) days of the publication of the list. Thereafter the seniority list shall be deemed to be valid until the next posting.
- (e) Should the need for such a determination arise, the seniority of two employees having the same period of continuous service shall be subject to

a random draw conducted in the presence of the employees affected, a representative of NAV CANADA, and a representative of the Association.

38.06 Accumulation of Seniority

In accordance with Article 37 of this Agreement, a new employee who successful completes his or her probationary period shall be credited with seniority for the period of work completed in probationary status.

ARTICLE 39

EMPLOYMENT SECURITY

39.01 Early Identification of Surplus Situations

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 a potential lay-off situation it shall notify the Association in writing at the earliest possible opportunity.

39.02 Association/NAV CANADA Consultation

Following notice to the Association of a potential lay-off situation NAV CANADA shall meet with the Association with a view of developing, if the numbers of potential lay-offs warrant, a human resources transition plan reflecting an intent to minimize adverse consequences of the lay-off on employees. Areas of considerations shall include but are not limited to the following:

- (a) elimination of temporary employees;
- (b) job exchanges, transfers to temporarily vacant positions, and retraining;
- (c) alternate work arrangements including part-time work and job sharing;
- (d) granting leaves of absence;
- (e) seeking voluntary separation through NAV CANADA's Departure Incentive Program;
- (f) the earliest possible provision of the names of employees likely to become vulnerable to lay-off;

39.03 Opportunities for Employees to be Considered for Other Employment Vacancies

The following provisions shall apply to employees within NAV CANADA who are declared vulnerable to lay-off:

- (a) employees vulnerable to lay-off shall be provided written notice of their vulnerable status; written notice shall also be provided to the Association;
- (b) discussions with the employee to explore options available to the vulnerable employee shall take place within thirty (30) days of receipt of the notice in (a) above;
- (c) the vulnerable employee shall receive a formal notice of his or her surplus status at least six (6) months prior to the proposed lay-off date with a copy to the Association;
- (d) during the six (6) month period in (c) above, the employee shall, at his or her request, be provided with financial and pension counselling at no charge to the employee;
- (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 the NAV CANADA Departure Incentive Program.

39.04 Offer During Vulnerable or Surplus Period

NAV CANADA reserves the right to offer the Departure Incentive Program to an employee during the vulnerable or surplus period.

39.05 Right to Refuse

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. If the employee refuses the assignment he or she shall remain eligible for the NAV CANADA Departure Incentive Program or to lay-off with recall rights.

39.06 Declined Reassignment or Departure Incentive Program

A surplus employee who does not avail himself or herself of the NAV CANADA Departure Incentive Program, or who declines reassignment, shall be laid off and have his or her name added to the recall list upon termination of the six (6) month notice period.

39.07 Position Exchange Provision

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

shall include the qualifications of the employee subject to the lay-off, position level, requirements, location and costs. The employee accepting termination shall be entitled to the NAV CANADA Departure Incentive Program.

39.08 Lay-off While On Leave

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

39.09 Expenses

Any authorized expenses incurred by any assignment under this article shall be borne by NAV CANADA in accordance with their Travel and Relocation Directive.

39.10 Recall

Recall to a position shall be by order of seniority among the qualified employees at the same level laid off in accordance with Article 36.03 Priority Placements. An employee on the recall list shall have the right to refuse a recall to a position at a lower level than his or her level held at the time of lay-off.

39.11 Employment Ceases

An employee who accepts the NAV CANADA Departure Incentive Program 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 shall cease to be an employee of NAV CANADA.

39.12 Recall List

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.

39.13 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.

39.14 Relocation of a Position

In the event NAV CANADA moves a position from one location to another any employee to be transferred shall be provided with three (3) months written notice.

39.15 Contracting Out

In the event NAV CANADA opts to contract out 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 Article 36.03. Notwithstanding any restriction under the present Article or Article 36.03, Priority Placements, in assigning surplus employees to available positions, the surplus employees, regardless of level shall be offered any available positions. Authorized relocation expenses shall be borne by NAV CANADA under its policies referred to in paragraph 39.09 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.

39.16 Licence Reinstatement

An employee whose Canadian Airline Transport Pilot Licence (ATPL) has lapsed shall be eligible, upon termination of employment, for financial assistance towards the costs of the reinstatement of the ATPL licence under the following conditions:

- (a) upon termination of employment or retirement, the employee has at least five (5) years of continuous service with NAV CANADA;
- (b) upon termination **of** employment, the employee is eligible for the NAV CANADA Departure Incentive program; or
upon retirement, the employee is eligible for retirement benefits under the NAV CANADA pension plan;
- (c) the employee has advised NAV CANADA in writing either before termination of employment or retirement, or no later than fifteen (15) days following termination of employment or retirement **of** his or her desire to take advantage of the financial assistance program;
- (d) the pilot medical requirements for the licence reinstatement must be successfully met by the employee prior to proceeding with the remaining licence reinstatement program; and
- (e) the employee must successfully complete the licence reinstatement program.

The financial assistance available to an eligible employee towards the costs **of** the reinstatement of the ATPL, including the required pilot medical examination,

ground school course and simulator and/or flight training shall not **exceed \$10,000.**

ARTICLE 40

LOSS OF LICENCE

- 40.01 NAV CANADA agrees, where an employee loses his or her pilot's licence due to medical reasons, to endeavour to find suitable alternate employment for the employee.
- 40.02 Where an employee, who has been denied renewal of his or her pilot's licence on the grounds that he or she does not meet the prescribed medical standards, applies for a review of his or her case to the Civil Aviation Medical Advisory Panel, NAV CANADA will reimburse the employee for the cost of any additional medical examinations which he or she is required to undergo.
- 40.03 In the event that an employee on long term disability **is** still unable, at the end of the first twenty-four (**24**) months of disability, to resume his or ~~her~~ normal duties, the employee shall be paid an amount equal to fifty-two (52) weeks' base pay of the employee's substantive position at the time the absence commenced and shall thereby cease to be an employee of NAV CANADA

ARTICLE 41

AGREEMENT RE-OPENER

41.01 This Agreement **may** be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party written notice of any amendment proposed and the parties shall meet **and** discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 42

DURATION AND RENEWAL

- 42.01 The duration of this Collective Agreement shall be from the date it is signed to October 26, 2005.
- 42.02 Unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 11th day of the month of June 2003

NAV CANADA

CANADIAN FEDERAL PILOTS
ASSOCIATION (CFPA)

John W. Crichton, President and
Chief Executive Officer

Greg Holbrook
National Chairman

Richard J. Dixon, Vice President
and Human Resources Officer

Martin Tate
NAV CANADA Representative

Tor Veltheim
Senior Director, Human Resources
Services and Labour Relations

Phil Valois
Manager, Labour Relations

LETTER OF UNDERSTANDING (LOU 1-03)

June 11, 2003

Mr. Greg Holbrook
National Chairman
Canadian Federal Pilots Association (CFPA)
Suite 330
130 Slater Street
Ottawa, Ontario
K1P 6E2

Dear Mr. Holbrook:

During the course of negotiations in 1998, the parties agreed to include \$9,000 in lieu of overtime into the base pay of FIPs. Pursuant to this agreement, the parties have agreed to the following concerning movement between the SDP and FIP classifications:

When an employee classified as an SDP is selected pursuant to a competition process to an FIP-1 position, all FIP collective agreement provisions will apply with the exception of salary and overtime. The SDP employee shall continue to receive their salary rate including increments and negotiated salary adjustments and they will account for overtime in accordance with the SDP guidelines until such time as they qualify and are promoted to the FIP-2 level.

When an employee is promoted to the FIP-2 classification, the Company shall add to their existing salary \$9,000 as increased by the percentage increases, prior to placing them at the next highest pay level on the FIP-2 grid. By way of illustration, an employee classified as an FIP-1 but green circled as a SDP-2(3rd increment) paid \$73,083 and promoted to the FIP-2 classification shall be paid \$84,261 (1st increment),. ($\$73,083 + \$9,787 = \$82,870$).

When an employee is demoted from the FIP-2 classification, the Company shall deduct from their existing salary \$9,000 as increased by the percentage increases, prior to placing them at the next highest pay level of their new classification. By way of illustration, an employee classified as an FIP-2(3rd increment) paid \$88,053 and demoted to the SDP-2 classification shall be paid \$78,627 (6th increment), ($\$88,053 - \$9,787 = \$78,266$).

Sincerely yours,

Phil Valois
Manager, Labour Relations

LETTER OF UNDERSTANDING (LOU 2-03)

June 11, 2003

Mr. Greg Holbrook
National Chairman
Canadian Federal Pilots Association (CFPA)
Suite 330
130 Slater Street
Ottawa, Ontario
K1P 6E2

Re: Article 39.05 of the Collective Agreement

Dear Mr. Holbrook:

For the duration **of** the present collective agreement, the fifteen (15) or more years' of service rule provided for in Article 39.05 shall be waived for employees who are members **of** the bargaining unit as at the date of signing and who have at least five (5) years' service. Therefore any **of** these employees who refuses an assignment requiring relocation under Article 39.05 shall remain eligible for the NAV CANADA Departure Incentive Program or to lay-off with recall rights.

Sincerely yours,

Phil Valois
Manager, Labour Relations

APPENDIX "A"

PAY SCALES

A - Effective October 26, 2001
 B - Effective October 26, 2002
 C - Effective October 26, 2003
 D - Effective October 26, 2004

SDP-1	A	63,861	65,489	67,160	68,879	70,652	
	B	65,458	67,127	68,839	70,601	72,419	
	C	67,259	68,973	70,733	72,543	74,411	
	D	69,277	71,043	72,855	74,720	76,644	
SDP-2	A	69,639	71,336	73,083	74,878	76,724	78,627
	B	71,380	73,120	74,911	76,750	78,643	80,593
	C	73,343	75,131	76,972	78,861	80,806	82,810
	D	75,544	77,385	79,282	81,227	83,231	85,295
SDP-3	A	74,474	76,344	78,266	80,241	82,276	84,367
	B	76,336	78,253	80,223	82,248	84,333	86,477
	C	78,436	80,405	82,430	84,510	86,653	88,856
	D	80,790	82,818	84,903	87,046	89,253	91,522
SDP-4	A	77,618	79,604	81,649	83,753	85,915	88,140
	B	79,559	81,595	83,691	85,847	88,063	90,344
	C	81,747	83,839	85,993	88,208	90,485	92,829
	D	84,200	86,355	88,573	90,855	93,200	95,614
SDP-5	A	82,140	84,288	86,497	88,769	91,107	93,510
	B	84,194	86,396	88,660	90,989	93,385	95,848
	C	86,510	88,772	91,099	93,492	95,954	98,484
	D	89,106	91,436	93,832	96,297	98,833	101,439
FIP-1	A	57,076	58,702	60,375	62,094	63,866	
	B	58,503	60,170	61,885	63,647	65,463	
	C	60,112	61,825	63,587	65,398	67,264	
	D	61,916	63,680	65,495	67,360	69,282	
FIP-2	A	84,261	86,130	88,053	90,027	92,063	94,154
	B	86,368	88,284	90,255	92,278	94,365	96,508
	C	88,744	90,712	92,738	94,816	96,961	99,162
	D	91,407	93,434	95,521	97,661	99,870	102,137

FIP-3	A	87,404	89,391	91,436	93,540	95,702	97,927
	B	89,590	91,626	93,722	95,879	98,095	100,376
	C	92,054	94,146	96,300	98,516	100,793	103,137
	D	94,816	96,971	99,189	101,472	103,817	106,232

APPENDIX B

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

Article 1	Purpose of Agreement
Article 2	Application
Article 3	Interpretation and Definitions
Article 5	Management Rights
Article 6	Recognition
Article 7	Appointment of Representatives
Article 9	Access
Article 10	Check-off
Article 11	Information
Article 16	Leave With or without Pay for CFP A Business
Article 17	Illegal Strikes
Article 19	Joint Consultation
Article 20	Grievance Procedure
Article 21	NAV CANADA Joint Council Agreement (subject to the restrictions contained in the various benefit plans)
Article 23	Discrimination
Article 25	General Holidays
Article 27	Sick Leave (after 6 months continuous service)
Article 30	Pay
Article 31	Hours of Work
Article 32	Overtime
Article 33	Call Back
Article 34	Standby
Article 41	Agreement Re-opener
Article 42	Duration and Renewal
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:

- e Boiler and Pressure Vessels Directive
- e Clothing Directive (Protective Clothing)
- e Committees and Representatives Directive
- e Dangerous Substances Directive
- e Electrical Directive
- e Elevated Work Structures Directive
- Elevating Devices Directive
- e First Aid Directive
- e Hazardous Confined Spaces Directive
- e Materials Handling Directive
- e Motor Vehicles Operation Directive
- Noise Control and Hearing Conservation Directive
- e Personal Protective Equipment Directive
- e Pesticides Directive
- e Refusal to Work Directive
- e 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;
- Business Travel and Accidental Death and Dismemberment Insurance Plan.

Liability

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

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

Funding

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

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

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

Facilities

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

Authority

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

Meetings

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

Responsibilities

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

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

92