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

Expiry: June 30, 2011

623 (03)

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "PSAC" means the Public Service Alliance of Canada.
- (b) "Employer" means NAV CANADA.
- (c) "Bargaining unit" means the Groups described in Article 7.
- (d) "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.
- (e) "Consultation" means a process whereby the parties share relevant information to engage in rational and informed discussion. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or PSAC representatives attending a consultation meeting. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding. It is expressly understood that no commitment may be made by either party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this Agreement.
- (f)
 - (i) continuous service means: unbroken service from the employee's last date of hire including authorized leaves of absence.
 - (ii) continuous employment means: continuous service including the cumulative periods of continuous service where interruptions in service of less than 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" employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c. P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization

mentioned in any version of ~~Part~~ 1, Schedule I under the said Act prior to November 1, 1996.

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

scheduled hours of work for employees engaged on a full time basis who are doing similar work.

- (p) A “regular employee” is an employee hired on an ongoing basis for an indeterminate period.
- (q) “Spouse” is one of two persons legally married to one another or an individual in a relationship who has lived with another person for a period of at least one (1) year, continues to live with that person, and who has publicly represented that person as his/her spouse;
- (r) “Straight time rate” means the employee’s hourly rate of pay.
- (s) 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.
- (t) “Time and one half” means one and one half (1 ½) times the employee’s hourly rate of pay.
- (u) “Weekly rate of pay” means an employee’s annual salary divided by 52.176.

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

ARTICLE 3

APPLICATION

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

ARTICLE 4

UNION RECOGNITION

- 4.01 Every employee of the bargaining unit who is now, or hereafter becomes a member of the PSAC, shall maintain his or her membership in the PSAC as a condition of his or her employment and every new employee shall, within thirty (30) days after the commencement of his or her employment, apply for and thereafter maintain membership in the PSAC as a condition of his or her employment.
- 4.02 The PSAC will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the PSAC for a reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the PSAC as a condition of acquiring or retaining membership in the PSAC.
- 4.03 Work normally and regularly performed by employees in the bargaining unit shall not be performed by mother NAV CANADA employee outside the bargaining unit unless that work also forms a bona fide part of the duties of that employee.
- 4.04 Work normally and regularly performed by employees in the bargaining unit shall not be performed by excluded management staff if it would result in the layoff or transfer of any member of the bargaining unit.
- 4.05 Work normally and regularly performed by employees in the bargaining unit shall not be contracted out if it would result in the layoff or transfer of any member of the bargaining unit.

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ARTICLE 5

CHECK-OFF

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

5.08 The PSAC agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by NAV CANADA limited to the amount actually involved in the error.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of NAV CANADA.
- 6.02 In the event of any contradiction between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provision of the present Collective Agreement shall prevail.
- 6.03 In exercising its management rights NAV CANADA will act in a manner that is non-arbitrary, non-discriminatory nor in bad faith.

ARTICLE 7

RECOGNITION

- 7.01 NAV CANADA recognizes the PSAC as the exclusive bargaining agent for all employees of NAV CANADA currently described or who may be described in the future in certificates issued by the Canada Industrial Relations Board or those currently in force which were issued by the Public Service Staff Relations Board and deemed to be certified under the Canada Labour Code by the Civil Air Navigation Services Commercialization Act (Bill C-20).

ARTICLE 8

EMPLOYEE REPRESENTATIVES

- 8.01 **NAV CANADA** acknowledges the right of the **PSAC** to appoint or otherwise select employees **as** representatives.
- 8.02 The **PSAC** will notify **NAV CANADA** in writing no later than August 31st of each year of the name of its representatives and will advise of any change made to the list. Any increase in number or change in geographic jurisdiction will be the subject of consultation between **NAV CANADA** and the **PSAC**.
- 8.03 (a) A representative will advise his or her immediate manager or designate, before leaving his or her work to attend meetings called by management. Where practicable, the representative will report back to his or her manager or designate, before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of a **PSAC** representative at a meeting, such request will be communicated to the Employee's supervisor.

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.01 Notwithstanding any agreement that might be reached in consultation regarding the use of electronic bulletin boards, **NAV CANADA** shall designate at each location Union bulletin boards in suitable places on its premises for the posting of Union material regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. Posting of notices or other materials require the prior approval of **NAV CANADA**. Such approval shall not be unreasonably withheld.
- 9.02 For so long as the same may be reasonably required, **NAV CANADA** shall continue to make available to the **PSAC** at no cost, the space currently afforded to it for storage of reasonable quantities of **PSAC** literature as well as a lockable filing cabinet. Reasonable consideration shall be given to requests for additional space where it is available.
- 9.03 **NAV CANADA** may permit the **PSAC** to use **NAV CANADA**'s premises for conducting meetings of their members outside of the employees working hours. Such meetings shall not unduly interfere with **NAV CANADA**'s operations.

ARTICLE 10

INFORMATION

10.01 NAV CANADA will provide the PSAC with the following information on a monthly basis pertaining to all employees in the bargaining unit:

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

10.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within three (3) months of the date of signing. The cost of printing the Collective Agreements will be divided equally between NAV CANADA and the PSAC.

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

10.04 Within the first week of employment, NAV CANADA will provide an opportunity for a new employee(s) to be introduced to the President of their Local, or the Union representative designated by the President for this activity. Where there is no on-site Union representative, NAV CANADA will provide both the Union representative and the new employee(s) with their respective names and telephone numbers.

ARTICLE 11

RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 12

AUTHORSHIP

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

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

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

Canada Industrial Relations Board

13.02 Where operational requirements permit, NAV CANADA will grant:

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

and

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

Canada Labour Code Applications for Certification

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

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

and

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

Preparatory Contract Negotiation Meetings

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

Contract Negotiation Meetings

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

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

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

Arbitration

13.07 NAV CANADA will grant leave:

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

Meetings Between the PSAC and Management Not Otherwise Specified in this Article

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

Union, Conventions and Executive Committee Meetings

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

Representatives' Training Courses

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

Witness General

- 13.11 An employee who is requested by NAV CANADA to appear as a witness before **an** arbitrator, arbitration board, or the Canada Industrial Relations Board, or any of its constituent bodies, will be granted leave with pay to attend the hearing and appear as a witness if called.

Elected Union Officials

- 13.12 (a) With reasonable notice from the employee in writing that he/she has been elected to serve as a full-time elected PSAC official, NAV CANADA will grant leave without pay to the employee for the term of the appointment with no loss of seniority.
- (b) Upon termination of his or her position with the PSAC, the employee shall be entitled to resume employment with NAV CANADA at a salary he or she was paid at the time of leaving, plus any increases granted in the interim. The location of the position shall be determined by mutual agreement.
- (c) The period of leave granted shall be counted as continuous service or continuous employment for **the** purposes of calculating severance pay, vacation leave, pay increments and seniority.
- 13.13 An employee granted leave under clause 13.12 shall continue to receive his/her regular salary for period of leave granted, subject to the PSAC reimbursing NAV CANADA for all associated costs.

ARTICLE 14

ILLEGAL STRIKES

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

ARTICLE 15

JOINT CONSULTATION

15.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

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

15.02 Within five (5) days of notification of consultation served by either party, the PSAC will notify NAV CANADA in writing of the representatives authorized to act on behalf of the PSAC for consultation purposes.

15.03 Upon request of either party, the parties to this Agreement will consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

15.04 Without prejudice to the position NAV CANADA or the PSAC may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

16.01 Definition of Grievance

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

16.02 Definition of Days

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

16.03 Disclosure of Information

In the interest of resolving disputes in an expeditious and efficient manner, the representative of each party should share all relevant information as it relates to the matters in dispute that they acquire before or during the complaint, grievance and arbitration procedure.

16.04 Dispute Resolution

Complaint Stage

- (a) Before presenting a grievance through their authorized PSAC Representative, the employee shall meet with his or her authorized Management Representative to discuss and attempt to resolve the complaint. While in discussions, the time limits for submission of the grievance shall be extended by the equivalent number of days.
- (b) The employee is entitled to have an authorized PSAC Representative accompany the employee during such meeting.

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, the authorized PSAC 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 authorized management designate shall discuss and attempt to resolve the grievance with the authorized PSAC Representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized PSAC 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 PSAC 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 Assistant Vice President, Labour and Employee Relations or authorized designate.
- (b) The Assistant Vice President, Labour and Employee Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized PSAC Representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized PSAC 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 Assistant Vice President, Labour and Employee Relations, the authorized designate or the authorized PSAC Representative, by registered mail of its intention to refer the dispute to Arbitration.

16.05 Abbreviated Procedure

Any PSAC grievance, Employer 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 PSAC, the Employer or the employee ought to have reasonably been aware of the incident giving rise to the grievance.

16.06 **Extension of Time Limits**

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

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

- (a) No employee or Employee Representative will leave his or her work during working hours to discuss complaints or grievances without first obtaining the permission of the authorized Management Representative. Such permission shall not be withheld unreasonably.
- (b) When NAV CANADA originates a meeting with the employee who has presented a grievance, leave with pay will be granted including, where applicable, travel expenses in accordance with the Travel Policy.
- (c) When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, at the employee's work location (16 km radius) and permission to attend is granted, the employee shall not suffer loss of regular pay. When a discussion or meeting on a complaint or grievance takes place during the employee's normal working hours, but at a location outside the employee's work location (16 km radius), the employee shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (d) When a discussion or meeting on a complaint or grievance takes place during normal working hours and permission to attend is granted to the authorized PSAC Representative, the authorized PSAC 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 PSAC Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized PSAC 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 PSAC Representative, the time spent by the employee or authorized PSAC Representative shall be considered as time worked for the purposes of this Collective Agreement.

16.08 **Notification of Authorized Representatives**

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

16.09 **Permission to Enter Premises or Offices**

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

16.10 **Arbitration Procedure**

Powers of an Arbitrator

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

Cost of Arbitration

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

List of Arbitrators

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

Expedited Arbitration

- (a) As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may, upon mutual consent of the parties, be referred to a previously agreed upon sole arbitrator, whose appointment shall be reviewed annually. The Arbitrator shall hear the grievance and at the conclusion of the hearing, immediately give a verbal decision with

reasons. The Arbitrator's decision, with reasons, will be confirmed in writing. The decision shall be final and binding upon both parties and shall be made without precedent or prejudice to similar or like cases. The Arbitrator shall not have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.

- (b) To maintain the efficiency of such a process, the parties agree not to use outside legal counsel to argue a case or to call any evidence at expedited arbitration.
- (c) The parties agree to schedule expedited arbitration as required. At least thirty (30) days prior to the hearing, the parties will mutually agree upon a list of grievances to be heard. The parties also agree to prepare a joint statement of facts at least five (5) days prior to the scheduled hearing date.

Sole Arbitrator v. Board of Arbitration

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

Arbitration Board

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

Arbitration Procedure

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

Decision

- (a) The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator/Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.

- (b) The Arbitrator/Board of Arbitration shall have the power to modify any discipline or discharge imposed by **NAV CANADA** and to take whatever action is just and equitable in the circumstances relative to the discipline or discharge.

Arbitrability

- (a) The Arbitrator/Board of Arbitration shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) The Arbitrator/Board of Arbitration may extend the time for taking any step in the grievance process or arbitration procedure, even after the expiration of the time, if the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

Location of Arbitration Hearing

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

ARTICLE 17

NAV CANADA JOINT COUNCIL AGREEMENTS

- 17.01 Agreements, identified in Appendix C, as amended from time to time, concluded by the NAV CANADA Joint Council on items which may be included in this Agreement and which the parties to this Agreement endorsed after November, 1, 1996 and made in accordance with the terms of the NAV CANADA Joint Council By-laws (as amended from time to time) will form part of this Collective Agreement.
- 17.02 Appendices C 1-5 reference the NCJC Agreements that currently form part of this Agreement.
- 17.03 Grievances with respect to the above-mentioned agreements will be determined in accordance with the NAV CANADA Joint Council By-laws.
- 17.04 In the event that the NAV CANADA Joint Council ceases during the life of this Collective Agreement, those agreements endorsed by the PSAC after November 1, 1996 in accordance with the NCJC by-laws shall continue in full force and effect until the PSAC and NAV CANADA have negotiated and ratified new agreements during the next round of collective bargaining or as otherwise agreed.

ARTICLE 18

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 18.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The NAV CANADA representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 18.02 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions *to* the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.
- 18.03 Upon written request of an employee, the personnel file of that employee shall be made available twice per year for his or her examination in the presence of an authorized representative of NAV CANADA.

ARTICLE 19

NO HARASSMENT

19.01 The PSAC and NAV **CANADA** recognize the right of employees to work in an environment free from sexual harassment and personal harassment, including abuse of authority, and agree that such forms of harassment will not be tolerated in the workplace.

ARTICLE 20

NO DISCRIMINATION

- 20.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.
- 20.02 The parties agree that grievances arising from Article 20 and Article 19 shall first be dealt with through the Alternative Dispute Resolution process as the same may be amended from time to time. Should the parties fail to resolve the grievance in that process, the grievance may be referred to arbitration under this Agreement save and except such grievances shall be referred to one of the arbitrators listed in Appendix "D".

ARTICLE 21

DISCIPLINE

- 21.01 Discipline may be imposed where just cause exists and will be levied in a timely fashion.
- 21.02 Prior to any discipline being imposed, the employee will be given notice in writing to attend a meeting, during which there shall be **an** opportunity for full discussion between the employee and the employee's Manager. The notice will contain the subject matter to be discussed at the meeting and the employee shall be advised of his/her right to have a PSAC representative attend **as** an advisor. The management representative also has the right to have a labour relations representative attend as an advisor. However, unless otherwise agreed, the unavailability of **an** advisor will not delay the meeting for more than one (1) working day from the date of notification to the employee.
- 21.03 Formal disciplinary action shall be communicated to the employee in writing. A copy will be sent to labour relations and the PSAC representative, wherever reasonably practicable on the same day as the written communication to the employee.
- 21.04 When any discipline is found to be unjustified all documents relating to and or referring to the discipline imposed shall, unless required by legislation be removed as soon as reasonably possible from the employee's record and destroyed.
- 21.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 21.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of **an** employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 21.07 Employees who, in good faith, raise a concern or report any clear or suspected illegal, unethical or improper acts or activities shall not be disciplined nor adversely affected as a result of reporting the violation.

ARTICLE 22

HEALTH AND SAFETY

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

ARTICLE 23

LEAVE GENERAL

- 23.01 **An** employee is entitled, once in each year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 23.02 The amount of leave with pay earned but unused credited to an employee by NAV CANADA at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 23.03 **An** employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 23.04 **An** employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.
- 23.05 In the event of termination of employment for reasons other than death or lay-off, NAV CANADA shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification, as set out in the employee's current letter of offer on the date of the termination of the employee's employment.
- 23.06 **An** employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which NAV CANADA is a party.
- 23.07 Within sixty (60) days prior to the expiry of an authorized leave of absence of twelve (12) months or more, the employee shall advise NAV CANADA in writing of his or her desire to return to work.

ARTICLE 24

GENERAL HOLIDAYS

- 24.01 Employees shall receive the following paid general holidays:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
 - (e) Canada Day;
 - (f) Labour Day;
 - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
 - (h) Remembrance Day;
 - (i) Christmas Day;
 - (j) Boxing Day;
 - (k) one additional day in each year that, in the opinion of NAV CANADA, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of NAV CANADA, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;
 - (l) one additional day when proclaimed by an Act of Parliament as a national holiday.
- 24.02 An employee who does not work on a general holiday is not entitled to be paid for the general holiday if, during the thirty (30) days immediately preceding the general holiday, the employee is not entitled to wages for at least fifteen (15) days.
- 24.03 **An** employee absent without authorization on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday.

OPERATING EMPLOYEES

24.04

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

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

General

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

- (a) compensation in accordance with the provisions of clauses 24.12 or 24.05

or

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

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

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

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

NON OPERATING EMPLOYEES

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

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

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

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

and

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

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

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

or

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

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

and

(ii) pay at time and one-half (1 ½) straight time rate of pay for the first eight (8) hours worked on the holiday and double (2) time thereafter.

- (c) (i) subject to operational requirements and adequate notice, NAV CANADA shall grant lieu days at such times as the employee may request.
- (ii) when in a leave year an employee has not been granted all of his or her lieu days as requested by him or her, such unused lieu days shall be paid out at the employee's straight time rate of pay.

24.13 **Alternate General Paid Holiday (Non Operational Employees)**

- (a) The employee shall be granted the option of alternating Easter Monday to another fixed day during the year providing that supervision is available. For example, Easter Monday may be alternated with January 2nd in Quebec or the third Monday in February in Alberta, or, any other working day. This day shall be called "Alternate General Paid Holiday". Employees who exercise the option of using this alternate general paid holiday shall not be entitled to be paid overtime premiums for work performed on Easter Monday. However, any hours worked beyond the regularly scheduled hours of work for that day shall be compensated at the applicable overtime rate.
- (b) When the employee exercises the above noted option, the date for observance of the alternate general paid holiday shall be determined prior to April 1st of each year and shall be subject to agreement by their manager. This leave must be taken and cannot be accumulated from year to year.
- (c) Should the employee, after receiving approval for their alternate general paid holiday in accordance with the above, then be required to work on that date and does report to work, then this day shall be treated as a general paid holiday and shall be compensated in accordance with the provisions of clause 24.06.
- (d) When an employee is on an authorized leave of absence without pay or their employment is terminated from NAV CANADA, after having worked on Easter Monday, and the employee has not utilized his or her alternate general paid holiday, as granted above, the employee shall be paid one day's salary at the straight time rate. If the alternate general paid holiday has been utilized in advance of Easter Monday, one day's salary at the straight time rate shall be recovered from the employee.

ARTICLE 25

VACATIONS

- 25.01 It is agreed by the parties that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned.
- 25.02 The vacation year extends from April 1 to March 31
- 25.03 **An** employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:
- (a) one hundred and twelve and one half (112 ½) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
 - (b) one hundred and fifty (150) hours per vacation year if the employee has completed eight (8) years of continuous employment;
 - (c) one hundred and sixty-five (165) hours per vacation year if the employee has completed sixteen (16) years of continuous employment;
 - (d) one hundred and seventy-two decimal five (172.5) hours per vacation year if the employee has completed seventeen (17) years of continuous employment;
 - (e) one hundred and eighty-seven decimal five (187.5) hours per vacation year if the employee has completed eighteen (18) years of continuous employment;
 - (f) two hundred and two decimal five (202.5) hours per vacation year if the employee has completed twenty-seven (27) years of continuous employment;
 - (g) two hundred and twenty-five (225) hours per vacation year if the employee **has** completed twenty-eight (28) years of continuous employment.
- 25.04 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation during the vacation year.
- 25.05 (a) An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment.

- (b) **An** employee who has completed six (6) months of employment shall receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 25.06 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to the operational requirements, make reasonable effort:
- (a) to grant the employee his or her vacation leave during the vacation year in which it is earned, if so requested by the employee not later than April 1 ;
 - (b) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of NAV CANADA or the other employees, according to the wishes of the employee;
 - (c) to ensure an employee's request for leave is not unreasonably denied.
- 25.07 NAV CANADA will endeavour to grant employees at least two weeks' vacation during the period May 1 to September 30 upon the request of the employee.
- 25.08 In scheduling vacation, if two (2) or more employees in a location request the same weeks of vacation and operational requirements are adversely affected, the matter may be settled by the PSAC representative and manager at a local level on the basis of the seniority of the employees involved, taking into consideration whether or not the senior employee took vacation during the same period the previous vacation year.
- 25.09 Notwithstanding Article 25.06 and 25.07, upon the request from an employee, NAV CANADA may schedule vacation leave on shorter notice than that specified in this Article, taking into consideration the vacation schedule and the requirements of the operations.
- 25.10 NAV CANADA shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, NAV CANADA shall give the written reason therefore, upon written request from the employee.
- 25.11 (a) Where, in exceptional circumstances, leave cannot be scheduled during the vacation year in which it is earned due to operational requirements, the leave will be carried forward into the following vacation year or, at the employee's request, will be paid out at the employee's straight time rate of pay in effect at the time payment is made.
- (b) In all other circumstances, an employee may elect to carry over up to one year's vacation leave entitlement. In this case the employee must make his or her request in writing to NAV CANADA no later than March 31st of the

current vacation year. Carryover in excess of one year's entitlement will be by mutual consent.

- (c) Where vacation leave carryover in excess of one year's entitlement is outstanding at the end of any vacation year, it shall be paid out at the end of such vacation year at the employee's straight time rate of pay in effect at the time.
- (d) At any point, an employee may elect to be paid out for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty (30) days' notice.

25.12 When an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave,

25.13 When NAV CANADA cancels or alters a period of vacation leave which it has previously approved in writing, NAV CANADA shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as NAV CANADA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NAV CANADA.

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

- (a) in proceeding to the employee's place of duty, and
- (b) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,

after submitting such accounts as are normally required by NAV CANADA.

25.15 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 25.14 to be reimbursed for reasonable expenses incurred by him or her.

25.16 Where, in respect of any period of vacation leave, an employee is granted:

- (a) bereavement leave,

or

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

or

(c) sick leave on production of a medical certificate,

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

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

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

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

ARTICLE 26

SICK LEAVE WITH PAY

26.01 Credits

An employee shall earn sick leave credits at the rate of one and one quarter (1 ¼ days) for each calendar month for which he or she receives pay for at least ten (10) days.

26.02 Granting of Sick Leave

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

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

and

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

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

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

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

26.06 Advance of Credits

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

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

or

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

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

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

ARTICLE 27

CAREER DEVELOPMENT LEAVE WITH PAY

27.01 Career Development Leave

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

27.02 Examination Leave with Pay

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

27.03 Language Training

If NAV CANADA requires an employee to become proficient in the use of a second language, language training shall be paid for by NAV CANADA, and the employee shall not suffer loss of normal pay during such training.

ARTICLE 28

OTHER LEAVE WITH OR WITHOUT PAY

28.01 Marriage/Spousal Union Leave With Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives ~~NAVM~~ **CANADA** at least fifteen (15) calendar days' notice,,the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.
- (b) For the purpose of declaring spousal union in a public ceremony, until legislation recognizes same-sex marriages, the Employer agrees to grant marriage leave for same-sex couples who sign **an** affidavit that they and their spouse have cohabited for at least one year and continue to do so and publicly represent this person as their spouse. This ceremony may be civil, secular or religious.
- (c) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (**6**) months after the granting of marriage/spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by ~~NAVM~~ **CANADA** from any monies owed the employee.
- (d) Leave under this provision shall be limited to a total of ten (10) days during an employee's career.

28.02 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) **An** employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or spouse's grandparent.
- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) In the event that an employee's religious beliefs or individual circumstances require observance at times other than immediately before or after the funeral, NAV CANADA may postpone the period of time provided for in this Article (or any part of) to such alternate time(s).

28.03 **Medical Appointments for Pregnant Employees**

Where a series of continuing appointments are necessary for the treatment of a particular condition relating to pregnancy, absences shall be charged to sick leave.

28.04 **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, 28.05(d).
 - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her new-born child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).

- (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
 - (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) **An** employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) Unless prevented from doing so by an unanticipated medical condition, an employee shall inform NAV CANADA in writing of her plans for taking leave with or without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides NAV CANADA with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act or Quebec Parental Insurance Plan (Q.P.I.P.), shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
- (ii) **An** applicant under clause 28.04(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 28.04(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 or Q.P.I.P. 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 or Q.P.I.P. 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 or Q.P.I.P. 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 28.04(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 28.04(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 28.04(D)(i) or (ii) shall be adjusted accordingly.
 - (v) if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting

assignment for at least six (6) months, the weekly rate shall be the rate she was being paid on that day.

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

28.05 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (d) **An** employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-

law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

- (e) The Employer may,
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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

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

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

28.07 Leave With Pay for Personal and Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) NAV CANADA shall grant leave with pay under the following circumstances:
 - (i) up to one (1) day for a medical or dental appointment to accompany a dependent family member when the dependent family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. **An** employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to three (3) days of leave with pay to provide for the temporary care of a sick member of the employee's family and to provide an employee time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) one (1) day of 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.
 - (iv) up to one (1) day for the employee in order to attend personal medical, dental or legal appointments.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), (iii), (iv) shall not exceed five (5) days in a leave year.
- (d) The employee shall demonstrate the need for such leave in such manner as may reasonably be determined by NAV CANADA.

28.08 Leave Without Pay For Family-Related Needs

Leave without pay will be granted for family related needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of between six (6) weeks and three (3) months will be granted to an employee for family-related needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will 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 his/her 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 the Employer.
- (d) Leave granted under (a) of this clause shall be counted for the calculation of 'continuous employment' for the purpose of calculating severance pay and 'service' for the purpose of calculating vacation leave. 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 'service' for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (f) **An** employee shall notify NAV CANADA **as** far in advance as possible but not less than six (6) weeks prior to the commencement date of the leave periods referred to in (a) and (b) of this clause unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

28.09 Court Leave

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

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

- (c) by subpoena or summons to attend as a witness to which he/she is not a party in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it other than an arbitrator named under this collective agreement or the Canada Industrial Relations Board.

28.10 A shift work employee who is required to attend a proceeding identified in clause 28.09 above, who is scheduled to work other than the day shift will have his/her shift changed to the day shift, provided there is no additional cost to NAV CANADA.

28.11 Personnel Selection Leave

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

28.12 Leave With or Without Pay for Other Reasons

At its discretion NAV CANADA may grant:

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

28.13 Injury on Duty Leave

- (a) Subject to clause 28.13(b), when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:
 - (i) a claim has been filed with the appropriate worker's compensation authority;
 - (ii) NAV CANADA has been notified by that worker's Compensation authority that the employee's claim has been granted;
 - (iii) the employee's injury was not caused by the employee's wilful misconduct; and
 - (iv) the employee agrees and is entitled to remit to NAV CANADA any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium.
- (b) Paid injury on duty leave shall not be granted in any province where it is prohibited by provincial legislation, nor for any period of time or in any amount which would limit compensation payments under any provincial worker's compensation legislation.

28.14 **Leave Without Pay for Relocation of Spouse**

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

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

28.15 **Religious Observance**

- (a) The employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- (a) Employees may, in accordance with the provisions of this agreement, request annual leave, lieu leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of an operational worker) in order to fulfill their religious obligations.
- (c) **An** employee who intends to request leave or time off under this article must give notice to the employer **as** far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 29

PAY ADMINISTRATION

- 29.01 Employees shall be paid by direct deposit-on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed as Appendix A.
- 29.02 Where a pay increment and a pay revision are effected on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 29.03 The pay increment date for a full time and part time employee assigned to a position in the bargaining unit on promotion, demotion, or from outside NAV CANADA shall be the day immediately following the completion of the annual pay increment period of 12 months as calculated from the date of the promotion, demotion or assignment from outside NAV CANADA.
- 29.04 When an employee is required by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for a period of four (4) consecutive days or shifts, the employee will be paid at the higher rate for the period he or she is substantially performing the duties of the higher paid classification.
- 29.05 Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.
- 29.06 If an employee dies, the salary due to her or him on the last working day preceding his or her death, shall continue to accrue to the end of the month in which he or she dies. Salary so accrued which has not been paid to the employee as at the date of his or her death shall be paid to the employee's estate.
- 29.07 When an employee, through no fault of her/his own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), **and** where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

ARTICLE 30

HOURS OF WORK

Definitions

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

Operating Employees

- 30.01 When, because of operational requirements, hours of work are scheduled for employees on a rotating schedule, they shall be arranged so that employees are scheduled over a period of not more than sixty-three (63) calendar days:
- (a) to work on an average thirty-seven and one-half (37 ½) hours per week and an average of seven and one half (7 ½) hours per day, and;
 - (b) to have days of rest which shall be consecutive and not less than two (2).
- 30.02 (a) **NAVM CANADA** will provide employees with two (2) relief breaks of fifteen (15) minutes duration for each shift.
- (b) **NAVM CANADA** will make a reasonable effort to provide a meal break during the employee's full shift and where operational requirements do not permit a meal break, the employee will remain at work and eat on the job.
- 30.03 When establishing shift schedules **NAVM CANADA** will take into consideration the following:
- (a) not scheduling the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - (b) not requiring an employee to work two (2) consecutive "quick" shift changes within a forty-eight (48) hour period (Quick shift change means the requirement for an employee to report for his or her next regular shift within the number of hours provided for in Article 30.03 (a) following the end of his or her last regular shift.)
 - (c) advising employees affected by changes in their shift schedule as soon as possible;
 - (d) avoiding excessive fluctuations in hours of work;
 - (e) avoiding excessive overtime;

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

30.08 Shift Scheduling

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

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

Non Operating Employees

- 30.10 (a) The normal work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) hours each Monday through Friday. The work day shall be scheduled to fall within an eleven (11) hour period between the hours of 7:00 A.M. and 6:00 P.M., unless otherwise agreed in consultation between the PSAC and NAV CANADA.
- (b) Subject to operational requirements, as determined from time to time by NAV CANADA, an employee shall have the right to select and request flexible hours between 7:00 AM and 6:00 PM.
- (c) (i) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of NAV CANADA, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty seven and one half (37 ½) hours per week and an average of seven and a half (7-½) hours per day. As part of the provisions of this

clause, attendance reporting shall be mutually agreed between the employee and NAV CANADA.

- (ii) Time off resulting from the application of sub-clause (c)(i) above shall not be construed as days of rest for the purposes of overtime compensation.
- (iii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of NAV CANADA to schedule any hours of work permitted by the terms of this Agreement.

30.11 (a) For the purposes of clause 30.10 (c) above all provisions of the Collective Agreement which specify days shall be converted to hours on the basis of seven and one half (7 ½) hours a day and a thirty-seven and one-half (37 ½) hour week.

(b) Notwithstanding the above, in clauses 28.01 Marriage/Spousal Union Leave with Pay, 28.02 Bereavement Leave with Pay, and 28.07 Leave with Pay for Personal and Family Related Responsibilities, a "day" will not be converted to hours.

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

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

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

30.13 (a) Normal hours of work, other than those provided for in Article 30.10, in existence at the time this Agreement is signed, shall remain in effect unless modified under the procedure provided for in sub paragraph (b).

(b) Where normal hours of work, including those mentioned in sub paragraph (a) above, are to be changed because of operational requirements, NAV CANADA shall, except in cases of unforeseen circumstances, provide the reasons **and** consult with the PSAC prior to implementation.

- 30.14 Nothing in this Article shall be construed as guaranteeing the employee minimum or maximum hours of work.
- 30.15 Meal periods will normally be provided half-way through the work day.
- 30.16 NAV CANADA will provide two (2) rest periods of fifteen (15) minutes each per full working day, one before the meal period and one after.
- 30.17 Employees shall be informed in writing fifteen (15) days in advance of any changes in their hours of work. **Any** changes to the scheduled hours shall be by written notice to the employees concerned.

ARTICLE 31

OVERTIME

31.01 Assignment of Overtime Work

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

- (a) to offer overtime work on an equitable basis among readily available qualified employees who normally perform the work at the location;

and

- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

31.02 Overtime Compensation

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

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

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

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

31.04 Overtime Meal Allowance

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

31.05 Equitable Assignment of Overtime Work to Operating Employees

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

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

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

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

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

- 31.06 (a) NAV CANADA will endeavour to pay for overtime in the pay period following that in which the credits were earned except where, upon request of an employee and with the approval of NAV CANADA, overtime may be compensated in equivalent leave with pay.
- (b) NAV CANADA shall grant compensatory leave at times convenient to both the employee and NAV CANADA provided no additional overtime is incurred.
- (c) Compensatory leave with pay not used by the end of the twelve (12) month period, to be determined by NAV CANADA, will be paid at the employee's hourly rate of pay at the end of the twelve (12) month period.
- (d) Notwithstanding (c) above, compensatory leave with pay which is earned within the three (3) month period immediately preceding the end of the twelve month period defined by NAV CANADA may be carried over for a further twelve (12) months after which time any unused leave shall be paid out at the employee's hourly rate of pay.
- 31.07 Where an employee is required to use transportation services other than normal and reasonable public or NAV CANADA arranged transportation, the use of a taxi, or when a private vehicle is available mileage allowance at the rate normally paid to **an** employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile shall be authorized from the employee's home to the workplace and/or return if required and necessary parking charges shall be reimbursed:
- (a) for overtime which is contiguous to the employee's normal hours of work and, **as** a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
- (b) for overtime which requires the employee to report to work for a period of time not contiguous to normal hours of work.

ARTICLE 32

SHIFT PREMIUMS

32.01 Shift Premium

- (a) **An** employee who is required to work a shift which ends after 6:00 P.M. shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between 4:00 P.M. and midnight.
- (b) **An** employee who is required to work a shift which starts before 6:00 A.M. shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between midnight and 08:00 A.M.

32.02 Weekend Premium

- (a) Employees shall receive an additional premium of one dollar and twenty five cents (\$1.25) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

ARTICLE 33

SHIFT WORK

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

ARTICLE 34

WASH-UP TIME

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

ARTICLE 35

TRAVELLING TIME

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

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

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

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

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

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

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

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

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

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

and

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

(c) On a day of rest or on a general holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of ten (10) hours' pay at the applicable overtime rate.

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

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

ARTICLE 36

CALL-BACK PAY

- 36.01 (a) If an employee is called back to work and returns to work;
- on a general holiday which is not the employee's scheduled day of work;

or

 - on the employee's day of rest;

or

 - after the employee has completed his or her work for the day and has left his or her place of work;
- the employee shall be paid the greater of:
- (i) the equivalent to three (3) hours' pay at the applicable overtime rate for each call-back;

or

 - (ii) payment at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (b) The minimum payment referred to in 36.01(a)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment of four (4) hours' pay at the straight time rate of pay.
- (c) **An** employee receiving calls at home from his or her supervisor or a person delegated by his or her supervisor requiring them to perform work at home will be compensated by one and one-half (1 ½) hours pay at the straight time rate. Where a call or the work at home exceeds one hour, clause 36.01(a) and (b) will apply.

36.02 Where **an** employee is required to use transportation services other than normal and reasonable public or **NAV CANADA** arranged transportation, the use of a taxi, or when a private vehicle is available mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile shall be authorized from the employee's home to the workplace and/or return if required and necessary parking charges shall be reimbursed:

- (a) for overtime which is contiguous to the employee's normal hours of work and, as a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
- (b) for overtime which requires the employee to report to work for a period of time not contiguous to normal hours of work.

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

No Pyramiding of Payments

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

ARTICLE 37

STANDBY

- 37.01 Where **NAV CANADA** requires an employee to be available on standby during off-duty hours, **an** employee shall be entitled to a standby payment of one hour's pay at the straight time rate for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- 37.02 **An** employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be readily available to return for duty. In designating employees for standby, **NAV CANADA** will endeavour to provide for the equitable distribution of standby duties.
- 37.03 **No** standby payment shall be granted if an employee is unable to report for duty when required.
- 37.04 An employee on standby who is required to report to work shall be paid, in addition to the standby pay, the greater of:
- (a) the applicable overtime rate for the time worked,
 - or
 - (b) the minimum of four (4) hours' pay at the hourly rate of pay.
- 37.05 Where an employee is required to use transportation services other than normal and reasonable public or **NAV CANADA** arranged transportation, the use of a taxi, or when a private vehicle is available mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile shall be authorized from the employee's home to the workplace and/or return if required and necessary parking charges shall be reimbursed:
- (a) for overtime which is contiguous to the employee's normal hours of work and, as a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
 - (b) for overtime which requires the employee to report to work for a period of time not contiguous to normal hours of work.

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

No Pyramiding of Payments

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

ARTICLE 38
REPORTING PAY

- 38.01 When an employee is required to report and reports to work on a day of rest, the employee is entitled to a minimum of three (3) hours pay at the applicable overtime rate.
- 38.02 Payments provided under Article 36 (Call-Back Pay) and Article 38 (Reporting Pay) shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.
- 38.03 Where an employee is required to use transportation services other than normal and reasonable public or NAV CANADA arranged transportation, the use of a taxi, or when a private vehicle is available mileage allowance at the rate normally paid to ~~an~~ employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile shall be authorized from the employee's home to the workplace and/or return if required and necessary parking charges shall be reimbursed:
- (a) for overtime which is contiguous to the employee's normal hours of work and, as a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
 - (b) for overtime which requires the employee to report to work for a period of time not contiguous to normal hours of work.
- 38.04 Other than when required by NAV CANADA to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.
- 38.05 The minimum payment referred to in 38.01 above, does not apply to part-time employees. ~~Part~~ time employees will receive a minimum payment in accordance with 42.13.

ARTICLE 39

REGISTRATION LICENSING FEES

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

ARTICLE 40

SUPERVISORY DIFFERENTIAL

- 40.01 Employees in the bargaining unit who are assigned to positions which receive a supervisory rating under the classification standard and who perform supervisory duties shall receive a premium in accordance with the following:

GENERAL LABOUR AND TRADES (GL) GROUP

SUPERVISORY LEVEL	SUPERVISORY COORDINATES	SUPERVISORY COORDINATES AS PERCENTAGE OF BASIC RATE
1	A1	4.0
2	B2	6.5
3	B3 C2	11.0
4	B4 C3 D2	15.0
5	B5 C4 D3 E2	19.0
6	B6 C5 D4 E3	22.5
7	B7 C6 D5 E4	26.0
8	C7 D6 E5	29.5
9	D7 E6	33.0
10	E7	36.5

GENERAL SERVICES (GS) GROUP

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

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

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

ARTICLE 41

SEVERANCE PAY

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

(a) **Layoff**

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

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

(b) **Retirement**

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

41.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service. Under no circumstances shall the maximum severance pay provided for under Clause 41.01 be pyramided.

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

ARTICLE 42

PART-TIME EMPLOYEES

Definition

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

General

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

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

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

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

42.06 Leave will only be provided:

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

or

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

General Holidays

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

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

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

Overtime

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

Call-Back

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

Reporting Pay

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

Bereavement Leave

- 42.14 Notwithstanding clause 42.03, there shall be no prorating of a "day" in clause 28.02, Bereavement Leave With Pay.

Vacation Leave

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

Restriction on Outside Employment

- 42.18 Unless otherwise specified by NAV CANADA as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are scheduled to work for NAV CANADA.

ARTICLE 43

SENIORITY

43.01 Seniority shall be defined as:

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

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

43.03 (a) Seniority lists shall be updated twice each year, and posted at all work sites with a copy provided to the PSAC.

(b) The seniority lists shall indicate the following:

- (i) Name of employee
- (ii) Seniority date
- (iii) Work location
- (iv) Position title
- (v) Classification

43.04 In the event that seniority in a given situation is to be applied and two (2) or more employees have identical seniority, the order of seniority shall be determined by random draw. Said draw will be conducted by **an** equal number of representatives of NAV CANADA and the PSAC, in a location where, if possible, the employees concerned may attend.

- 43.05 **An** employee shall continue to accumulate seniority during any absence due to industrial or non-industrial accident or illness, lay off until the Right of Recall expires, paid Leaves of Absence provided for under the present Collective Agreement, Maternity and Parental Leave, and unpaid authorized Leave of Absence. Employees on unpaid authorized Leaves of Absence, other than leave for an elected Union Official in accordance with Article 13.12, shall only continue to accumulate seniority for a maximum period of twelve (12) months.
- 43.06 Seniority shall be lost and employment shall cease if the employee:
- (a) is dismissed for cause and is not reinstated;
 - (b) retires;
 - (c) voluntarily resigns;
 - (d) is laid off for a period of eighteen (18) months;
 - (e) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive working shifts following the expiry of such leave.
- 43.07 (a) Employees permanently appointed to a position with the Employer outside the bargaining units represented by the PSAC shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment outside the bargaining units represented by PSAC.
- (b) Employees temporarily appointed or on an acting assignment with the Employer outside the bargaining units represented by the PSAC shall retain and accumulate seniority for a period not to exceed one hundred and eighty (180) days and shall retain that seniority for a period not to exceed one (1) year from the date of the appointment/assignment outside the bargaining units represented by the PSAC.
- 43.08 A full-time employee whose employment is terminated while employed in the bargaining units represented by the PSAC and who is subsequently re-employed within the PSAC bargaining units after one hundred and twenty (120) days shall be credited with previous seniority in the PSAC bargaining units after accumulating a further three (3) consecutive years in the PSAC bargaining units.

ARTICLE 44

STAFFING

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

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

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

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

44.04 (a) Prior to staffing a vacancy in accordance with the remainder of this Article, NAV CANADA shall assign a qualified employee who previously occupied a position at the same or higher level at the location where the vacancy occurs in accordance with the priorities identified in Article **44.05**.

(b) Should there be more than one employee who is qualified at the same level of priority, the assignment shall be first offered to the employee with the most seniority.

(c) In determining qualifications NAV CANADA shall take into consideration the familiarization requirements for the position concerned.

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

- (a) Employees who have received lay-off notices (surplus) in accordance with Article **48**, Employment Security.

- (b) Employees who have been laid off and retain recall rights in accordance with Article 48, Employment Security.
 - (c) Employees returning from an authorized Leave of Absence of more than twelve (12) months.
 - (d) **An** employee on priority in excess of twelve (**12**) months shall have their name removed from priority and his/her employment shall be terminated.
- 44.06 If there has been no assignment in accordance with clauses 44.03, 44.04 and 44.05 NAV CANADA will post the vacancy for a minimum period of fourteen (14) days.
- 44.07 Prior to posting the vacancy, in accordance with clause 44.06, NAV CANADA will determine an area of selection, as local, regional, inter-regional or national. The PSAC will be advised on the area of selection. At the request of the PSAC within four (4) days of the advice, the PSAC and NAV CANADA shall discuss the choice of area of selection for the posting.
- 44.08 The poster shall include the following information:
- (a) position title, classification and location;
 - (b) area of selection;
 - (c) salary range;
 - (d) *summary* duties of the position;
 - (e) particular working conditions including shift work, need to travel;
 - (f) essential qualifications including security clearances and language requirements;
 - (g) closing date;
 - (h) name, address, e-mail address and phone number of the NAV CANADA representative designated to receive the application;
 - (i) the establishment of **an** eligibility list if such is the case.
- 44.09 Interested employees may apply for the position posted by transmitting his or her application in accordance with the posting with NAV CANADA no later than the closing date of the posting.

- 44.10 (a) Eligibility lists are lists of qualified candidates established following a competition to fill an immediate need or anticipated needs for identical or similar positions to those for which it was established. These lists shall be valid for a period not exceeding twelve (12) months from the dates they were established.
- (b) When using an eligibility list, the selected employee may decline the assignment without jeopardizing his or her standing on the list.
- 44.11 For each position to be staffed NAV **CANADA** shall develop a Statement of Qualifications. The qualifications must be relevant to the position. Upon request an employee shall be provided with any current statement of duties of the position.
- 44.12 Employees who do not meet the basic requirements for the position(s) being staffed, as outlined on the Statement of Qualifications, shall be screened out and shall be so advised. An employee appraisal shall not be used as part of the staffing process.
- 44.13 The remaining applicants will be assessed against the Statement of Qualifications by a variety of means, such as testing, interviewing, and/or other reasonable measures. Interviews may be conducted in person, via teleconferencing or other suitable methods.
- 44.14 For the purposes of the present Article, a candidate may include a qualified employee from another occupational group covered by the present agreement or an employee from outside the bargaining unit(s) whose current position is at a lower or equivalent level to that of the vacant position being posted. In the latter case, the candidate, even though qualified, shall not be considered for the position if there are qualified candidates from within the bargaining unit.
- 44.15 The qualified candidate who best meets the requirements of the position shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.
- 44.16 If a security clearance is required for the new assignment and **has** not been received, the higher ranked candidate may be bypassed if there is more than one position at the location provided that a vacant position will be reserved until the security clearance has been received or denied.
- 44.17 The selected candidate shall be advised of the date of his or her assignment to the new position. The assignment date may be affected by operational requirements including the availability of qualified replacement employees.

- 44.18 Selected employees assigned to positions in a new location shall be eligible for travel and relocation expenses as provided for in the NAV CANADA Travel Program and Relocation Program.
- 44.19 (a) Upon assignment the employee shall be granted a familiarization period of a maximum of thirty (30) days actually worked during which period the employee may return, or be returned by NAV CANADA to his or her former position.
- (b) During the thirty (30) day familiarization period, if the position requires relocation under the NAV CANADA Travel Program and Relocation Program, the employee shall be on travel status as provided for in the Program. No relocation expenses shall be paid during this period unless mutually agreed otherwise. In this latter case, the return rights shall be extinguished.
- 44.20 Any employee who participated in the selection process is entitled, upon request, to a post-board debriefing. If the employee wishes to have his or her Union representative in attendance, this will be accommodated. At the post board meeting, NAV CANADA shall fully disclose information related to the evaluation of the employee's candidacy.
- 44.21 NAV CANADA may, at its discretion, assign employees to fill temporary vacancies normally of less than twelve (12) months' duration. Vacancies caused by temporary assignments, vacations, absences due to accidents or illness anticipated to be of a duration less than twelve (12) months, or leaves of absence for less than twelve (12) months shall be deemed temporary. The parties may meet at the local level, to develop procedures for filling these vacancies.
- 44.22 Positions referred to in clause 44.21 and temporary positions required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or temporary employees.
- 44.23 A regular employee who accepts a temporary assignment shall be entitled to return to his or her former position at the end of the temporary assignment. In the event that a reduction of the work force has occurred involving the employee's position during the temporary assignment, the returning employee shall be subject to the provision of Article 48, Employment Security.
- 44.24 (i) An employee on an authorized leave of absence for less than twelve (12) months for whatever reason shall upon his or her return to work be assigned to his or her former position. In the event that reduction of the work force has occurred involving the employee's position during the leave of absence, the returning employee shall be subject to the provisions of Article 48, Employment Security.

- (ii) If an employee has been absent for two (2) or more consecutive leaves and is returning to work, the present clause shall apply only if the total accumulation of periods of leaves of absence is less than twelve (12) months.
 - (iii) An employee on an authorized leave of absence for more than twelve (12) months for whatever reason, upon the expiry of the leave(s), shall be placed on priority in accordance with 44.05 c).
- 44.25 In the event NAV CANADA moves a position from one location to another and if the employee is to be transferred to the new location, NAV CANADA shall provide the employee with a ninety (90) day notice and will consult with the PSAC to explain the reasons for the transfer.
- 44.26 (a) New employees will be on probation for twelve (12) months from their date of hire. Each employee shall have only one (1) probationary period.
- (b) Notwithstanding (a) above, an employee hired on the basis that he or she will acquire a second official language during employment will be deemed to be on probation until such time as the employee has successfully met the condition. In this case the probationary period may be extended by NAV CANADA by a period equivalent to the accumulated regular work time taken by the employee in language training.
- (c) Absences from work for whatever reason exceeding thirty (30) days shall not be counted for the purposes of the probationary period.
- (d) The release of a probationary employee may be carried out by NAV CANADA at any time during the probationary period. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion.
- 44.27 Employees hired on a temporary basis will become a regular employee after three (3) years of continuous service.
- 44.28 (a) The PSAC and NAV CANADA are committed to developing and implementing an Employment Equity plan.
- (b) To this end the parties will engage in meaningful joint consultation to collaborate regarding all matters pertaining to employment equity including the contents of the employment equity plan, which shall provide strategies for the removal of barriers including appropriate qualitative and quantitative measures.
- (c) Consultation and collaboration in accordance with this clause are not forms of Co-management.

- (d) In the event that any provision of the Employment Equity Plan contradicts the collective agreement, the Plan shall be considered by the PSAC and NAV CANADA as a recommendation until such time as the parties settle the matter under Article 50, Agreement Reopener.

ARTICLE 45

TRAINING

45.01 NAV CANADA and the employee shall discuss training requirements at least once a year and the means and methods by which training shall be given and shall provide employees with adequate training and instruction on equipment and procedures prior to their introduction and refresher training where appropriate.

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

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

ARTICLE 46

STATEMENT OF DUTIES

- 46.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and organization chart depicting the position's place in the organization, if one is available, or within sixty (60) days of the request.

ARTICLE 47

CLASSIFICATION

47.01 Lower Classification

In the event a reclassification/modification results in a lower rate of pay, the employee shall continue to receive his or her salary rate including increments and negotiated salary adjustments until such time as they are offered a position at an equivalent or higher level or accept another position through a competition or voluntary process. Should the employee decline the offer of a position at an equivalent or higher level, this salary protection shall cease.

47.02 Higher Classification

- (a) In the event that a position is reclassified/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. If necessary, the employee may be provided with a familiarization period.
- (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.

47.03 New Positions

- (a) If during the life of this Agreement, and regardless of the classification system in place, NAV CANADA creates a new position with new duties not previously performed by members in the bargaining unit, it shall so advise the PSAC and provide it with the proposed job description and occupational group as well as the proposed effective date of the position and its location.
- (b) If the PSAC and NAV CANADA do not agree to the proposed classification and rate of pay, either party may submit a grievance in accordance with Article 16 of this Agreement.

ARTICLE 48

EMPLOYMENT SECURITY

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

48.02 Meaningful PSAC/NAV CANADA consultation shall begin:

- (a) following the notice to the PSAC and prior to any letters of vulnerability being given to any employee;
- (b) with the intent to minimize adverse consequences of job displacement, and resolve surplus situations without layoff, through the development by NAV CANADA of a human resource transition plan. Any human resources plan so developed shall be provided to the PSAC and form the basis for consultation and consideration. Areas of consideration shall include, but are not limited to the following:
 - (i) elimination of casuals and term or temporary employees;
 - (ii) voluntary methods, including position exchange, transfers to vacant positions at equivalent levels, and retraining;
 - (iii) relocations;
 - (iv) alternate work arrangements, including job sharing and part-time;
 - (v) leaves of absence;
 - (vi) seeking voluntary separation through NAV CANADA's Departure Incentive Program.

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

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

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

48.04

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

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

- 48.06 (a) In situations where retraining under clause 48.02 is called for, NAV CANADA shall provide the training or access to it.
- (b) **An** employee unsuccessful in training shall be eligible for the option provided for in clause 48.03 (d) above. In this case the training period is deemed to be included in the surplus period. However, if the training period extends beyond the surplus period, the notice of surplus is deemed to have been extended.

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

48.08 **An** employee who accepts the NAV CANADA Departure Incentive payment, or who is not recalled to work during a period of eighteen (18) months from the date of lay-off, or who is recalled and refuses an assignment to a position at the same level and location shall cease to be an employee of NAV CANADA.

- 48.09 Recall to a position under Article 44.04, Priority Placements, shall be by order of seniority. **An** employee on the recall list shall have the right to refuse a recall to the same occupational group but at a lower level than his or her level held at the time of lay-off or at a different location.
- 48.10 In the event of a temporary layoff, the following shall apply:
- (a) The employees affected at a location will be laid off by reverse order of seniority provided the employees remaining at the location and in the same level are qualified and capable of performing the work required.
 - (b) Except in cases of emergency, the notice of lay-off in the case of a temporary lay-off shall be a period of at least fifteen (15) days. Where possible, the notice will include a proposed date of recall.
 - (c) An employee temporarily laid-off shall be recalled by order of seniority to his or her previous position or a position at the same level at the same location if the employee is qualified and capable of performing the work required.
- 48.11 **An** employee temporarily laid-off who after six (6) months has not been recalled to work shall become eligible for a NAV CANADA departure incentive program. If the employee accepts the program his or her employment will then cease. The employee who does not accept the program shall maintain recall rights and if not recalled to work during the remaining portion of the twelve (12) month period from the date of lay-off, shall be eligible for the NAV CANADA severance payment.
- 48.12 Upon the written request of an employee subject to lay-off, NAV CANADA shall pay to the employee upon lay-off payment in lieu of compensatory leave with pay, and unused vacation leave credits to which the employee may be entitled under Article 25, Vacation Leave With Pay.
- 48.13 At the request of **an** employee he or she may offset a period of temporary lay-off, or portion thereof, with Vacation Leave with Pay or Compensatory Time Off to the extent of his or her available credits.
- 48.14 No employee shall be declared surplus or laid-off while on sick leave or on an authorized leave of absence.
- 48.15 Seniority shall be lost and employment shall cease if an employee on the recall list fails, without valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee's last known address.
- 48.16 Unless specified otherwise the terms and conditions and benefits provided for in the Collective Agreement shall not apply to laid-off employees.

48.17 In the event that NAV CANADA opts to contract out existing work, and employees are thereby affected, the consultation process provided for under Article 48.02 shall apply.

ARTICLE 49

TECHNOLOGICAL CHANGE

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

ARTICLE 50

AGREEMENT REOPENER

50.01 This Agreement may be amended by mutual written consent.

ARTICLE 51

DURATION

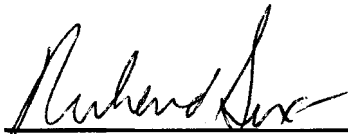
- 51.01 This collective agreement shall expire on June 30, 2011.
- 51.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified.

SIGNED AT OTTAWA, this 8th day of the month of September 2009

Unless specified otherwise, the effective date of the collective agreement is July 1, 2009.

NAV CANADA

**PUBLIC SERVICE ALLIANCE OF
CANADA (PSAC)**



Richard J. Dixon, Vice President and
Human Resources Officer



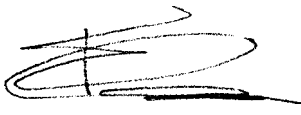
Gerry Halabecki, Regional Executive
Vice President Ontario PSAC



Elizabeth Cameron
Assistant Vice President, Labour and
Employee Relations



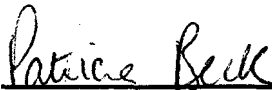
Christine Collins
National President UCTE



Brent Clary
Chief Negotiator, NAV CANADA



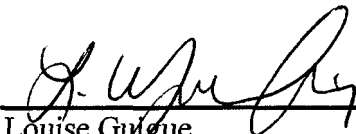
Gaby Levesque
Chief Negotiator, PSAC



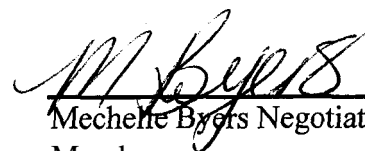
Pat Beck
Negotiating Team Member



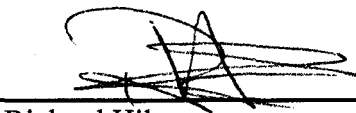
Kerry Williams
National Vice President UCTE



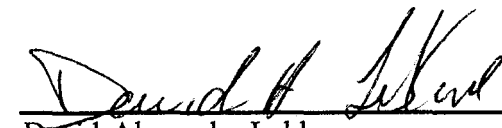
Louise Gulgue
Negotiating Team Member



Mechelle Byers Negotiating Team
Member

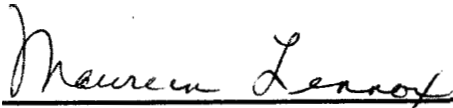


Richard Hilz
Negotiating Team Member




David-Alexandre Leblanc
Research Officer, PSAC

NAV CANADA

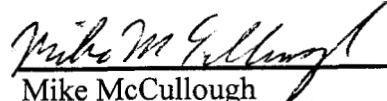


Maureen Lennox
Negotiating Team Member

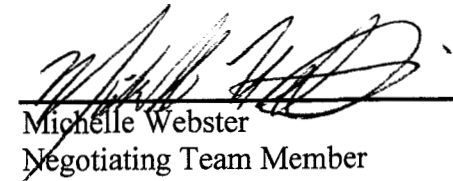


Raymond Simonot
Negotiating Team Member

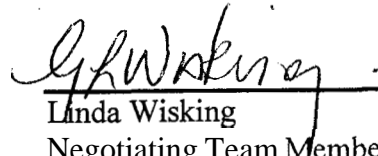
**PUBLIC SERVICE ALLIANCE OF
CANADA (PSAC)**



Mike McCullough
Negotiating Team Member



Michelle Webster
Negotiating Team Member



Linda Wisking
Negotiating Team Member

LETTER OF UNDERSTANDING NO. 1

Subject: Pension Plan

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

LETTER OF UNDERSTANDING NO. 2

Subject: New Classification System

Commencing within one hundred and eighty (180) days following the date of ratification, the PSAC and NAV CANADA will meet to commence a process to establish a new classification system applicable to all positions and groups covered by this collective agreement. The PSAC and NAV CANADA agree to make all reasonable efforts to conclude this process as soon as possible.

1. The PSAC and NAV Canada shall be involved as equal partners in all meetings, committees and steps related to designing, adapting, testing, selecting and preparing a new classification system. NAV CANADA and the PSAC shall exchange all information reasonably necessary for the development of the new classification system.
2. The new classification system will be gender neutral and shall comply with section 11 of the Canadian Human Rights Act, including the Equal Wages Programs.
3. If, by June 30, 2009 (unless otherwise agreed by the parties) no agreement is reached on the new classification system, either party may refer the unresolved issue or issues to a binding arbitration board (with nominees appointed by each side who would appoint a chair) which would render at a minimum, a majority decision.
4. It is expressly agreed that the new classification system shall not be implemented until the next collective agreement is signed by the parties. The parties will be left to negotiate the economic implications and the rules of conversion of any new or modified classification system in that round of bargaining.
5. The joint committee shall be comprised of a maximum of three employee members representing the PSAC and three members representing NAV CANADA. The employee members shall suffer no loss of regular pay while participating in committee meetings.
6. Each party may have a technical advisor in addition to the above noted members.

LETTER OF UNDERSTANDING NO. 3

Subject: Work Days at Head Office

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

LETTER OF UNDERSTANDING NO. 4

Subject: NAV CANADA Departure Incentive Program

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

This Letter of Understanding and the attachment will expire on June 30, 2011

However, if by June 30, 2011 the present Collective Agreement has expired and is not replaced and the conditions of work are then maintained under the Canada Labour Code, surplus employees during this period shall, notwithstanding the June 30, 2011 expiry date of this Letter of Understanding, remain eligible under the conditions described for in the Collective Agreement, for the above mentioned Departure Incentive Program.

THE NAV CANADA DEPARTURE INCENTIVE PROGRAM APPLICABLE TO PSAC MEMBERS

Purpose

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

The Departure Incentive Program Compensation Package

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

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

Age or years of service criteria			DIP Compensation
“	“	>56 but <57	54 weeks
“	“	>57 but <58	52 weeks
“	“	>58 but <59	50 weeks
“	“	>59 but <60	49 weeks

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

Other Benefits

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

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

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

- e conversion of Basic Life insurance to coverage at “commercial” rates without the need for a medical provided application is made within 30 days of resignation
- e continued coverage under the NAV CANADA Health Care and Dental Care plans for a period of three months after termination at normal employee rates
- e up to \$7,000 for financial planning, tax advice, re-education and other transition assistance

LETTER OF UNDERSTANDING NO. 5

Subject: Direct Deposit

Further to Article 29.01, NAV **CANADA** will contact each employee whose pay will henceforth be paid by direct deposit to facilitate the transition from payment by cheque. Such transition shall **take** place within four pay cycles of signing of the Collective Agreement,

LETTER OF UNDERSTANDING NO. 6

Subject: Self Funded Leave Policy

This letter will confirm our understanding reached during current negotiations that NAV CANADA's Self Funded Leave program will be offered to the employees covered by this collective agreement.

**APPENDIX A
PSAC – AS PAY SCALE
Administrative Services**

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

AS 1						
A	44,773	46,542	48,318	50,080	51,846	53,402
B	45,221	47,008	48,802	50,581	52,365	53,937
C	45,674	47,479	49,291	51,087	52,889	54,477
D	46,360	48,192	50,031	51,854	53,683	55,295
AS 2						
A	49,822	51,803	53,786	55,768	57,442	
B	50,321	52,322	54,324	56,326	58,017	
C	50,825	52,846	54,868	56,890	58,598	
D	51,588	53,639	55,692	57,744	59,477	
AS 3						
A	53,099	55,151	57,201	59,246	61,024	
B	53,630	55,703	57,774	59,839	61,635	
C	54,167	56,261	58,352	60,438	62,252	
D	54,980	57,105	59,228	61,345	63,186	
AS 4						
A	57,352	59,512	61,660	63,823	65,738	
B	57,926	60,108	62,277	64,462	66,396	
C	58,506	60,710	62,900	65,107	67,060	
D	59,384	61,621	63,844	66,084	68,066	
AS 5						
A	66,884	69,462	72,021	74,591	76,829	
B	67,553	70,157	72,742	75,337	77,598	
C	68,229	70,859	73,470	76,091	78,374	
D	69,253	71,922	74,573	77,233	79,550	
AS 6						
A	77,778	80,796	83,816	86,831	89,437	
B	78,556	81,604	84,655	87,700	90,332	
C	79,342	82,421	85,502	88,577	91,236	
D	80,533	83,658	86,785	89,906	92,605	
AS 7						
A	84,508	98,360	101,311			
B	85,354	99,344	102,325			
C	86,208	100,338	103,349			
D	87,502	101,844	104,900			

**PSAC - CR PAY SCALE
Clerical and Regulatory**

A - Effective July 1, 2009

B - Effective January 1, 2010

C - Effective July 1, 2010

D - Effective January 1, 2011

CR 1

A	26,685	27,353	28,037	28,707	29,372	30,052	30,931
B	26,952	27,627	28,318	28,995	29,666	30,353	31,241
C	27,222	27,904	28,602	29,285	29,963	30,657	31,554
D	27,631	28,323	29,032	29,725	30,413	31,117	32,028

CR 2

A	31,045	31,853	32,642	33,438	34,418
B	31,356	32,172	32,969	33,773	34,763
C	31,670	32,494	33,299	34,111	35,111
D	32,146	32,982	33,799	34,623	35,638

CR 3

A	36,467	37,500	38,539	39,575	40,739
B	36,832	37,875	38,925	39,971	41,147
C	37,201	38,254	39,315	40,371	41,559
D	37,760	38,828	39,905	40,977	42,183

CR 4

A	40,150	41,313	42,474	43,625	44,911
B	40,552	41,727	42,899	44,062	45,361
C	40,958	42,145	43,328	44,503	45,815
D	41,573	42,778	43,978	45,171	46,503

CR 5

A	45,167	46,484	47,811	49,122	50,573
B	45,619	46,949	48,290	49,614	51,079
C	46,076	47,419	48,773	50,111	51,590
D	46,768	48,131	49,505	50,863	52,364

CR 6

A	48,407	49,836	51,258	52,694	54,252
B	48,892	50,335	51,771	53,221	54,795
C	49,381	50,839	52,289	53,754	55,343
D	50,122	51,602	53,074	54,561	56,174

CR 7

A	56,120	57,798	59,475	61,159	62,972
B	56,682	58,376	60,070	61,771	63,602
C	57,249	58,960	60,671	62,389	64,239
D	58,108	59,845	61,582	63,325	65,203

**PSAC - DA PRO PAY SCALE
Data Processing**

A - Effective July 1, 2009

B - Effective January 1, 2010

C - Effective July 1, 2010

D - Effective January 1, 2011

DA PRO 1

A	24,658	25,507	26,340	27,190	28,048	28,884	29,730
B	24,905	25,763	26,604	27,462	28,329	29,173	30,028
C	25,155	26,021	26,871	27,737	28,613	29,465	30,329
D	25,533	26,412	27,275	28,154	29,043	29,907	30,784

A	30,566	31,565	32,554	33,494	34,444	35,420	36,483
B	30,872	31,881	32,880	33,829	34,789	35,775	36,848
C	31,181	32,200	33,209	34,168	35,137	36,133	37,217
D	31,649	32,683	33,708	34,681	35,665	36,675	37,776

DA PRO 2

A	35,878	36,998	38,119	39,225	40,400
B	36,237	37,368	38,501	39,618	40,804
C	36,600	37,742	38,887	40,015	41,213
D	37,149	38,309	39,471	40,616	41,832

DA PRO 3

A	40,127	41,395	42,657	43,907	45,225
B	40,529	41,809	43,084	44,347	45,678
C	40,935	42,228	43,515	44,791	46,135
D	41,550	42,862	44,168	45,463	46,828

DA PRO 4

A	44,685	46,094	47,491	48,897	50,365
B	45,132	46,555	47,966	49,386	50,869
C	45,584	47,021	48,446	49,880	51,378
D	46,268	47,727	49,173	50,629	52,149

DA PRO 5

A	49,710	51,275	52,842	54,416	56,049
B	50,208	51,788	53,371	54,961	56,610
C	50,711	52,306	53,905	55,511	57,177
D	51,472	53,091	54,714	56,344	58,035

DA PRO 6

A	55,567	57,320	59,082	60,846	62,672
B	56,123	57,894	59,673	61,455	63,299
C	56,685	58,473	60,270	62,070	63,932
D	57,536	59,351	61,175	63,002	64,891

DA PRO 7

	61,510	63,453	65,427	67,381	69,402
A	62,126	64,088	66,082	68,055	70,097
B	62,748	64,729	66,743	68,736	70,798
C	63,376	65,377	67,411	69,424	71,506
D	64,327	66,358	68,423	70,466	72,579

**PSAC - DD PAY SCALE
Drafting and Illustration**

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

DD 1									
A	28,517	29,517	30,513	31,516	32,510	33,506	34,500	35,536	
B	28,803	29,813	30,819	31,832	32,836	33,842	34,845	35,892	
C	29,092	30,112	31,128	32,151	33,165	34,181	35,194	36,251	
D	29,529	30,564	31,595	32,634	33,663	34,694	35,722	36,795	
DD 2									
A	35,139	36,444	37,725	39,026	40,314	41,604	42,908	44,197	
B	35,491	36,809	38,103	39,417	40,718	42,021	43,338	44,639	
C	35,846	37,178	38,485	39,812	41,126	42,442	43,772	45,086	
D	36,384	37,736	39,063	40,410	41,743	43,079	44,429	45,763	
DD 3									
A	43,236	44,685	46,144	47,593	49,020				
B	43,669	45,132	46,606	48,069	49,511				
C	44,106	45,584	47,073	48,550	50,007				
D	44,768	46,268	47,780	49,279	50,758				
DD 4									
A	44,538	46,116	47,687	49,259	50,823	52,388	53,961		
B	44,984	46,578	48,164	49,752	51,332	52,912	54,501		
C	45,434	47,044	48,646	50,250	51,846	53,442	55,047		
D	46,116	47,750	49,376	51,004	52,624	54,244	55,873		
DD 5									
A	52,109	53,919	55,724	57,535	59,262				
B	52,631	54,459	56,282	58,111	59,855				
C	53,158	55,004	56,845	58,693	60,454				
D	53,956	55,830	57,698	59,574	61,361				
DD 6									
A	55,922	57,875	59,820	61,773	63,626				
B	56,482	58,454	60,419	62,391	64,263				
C	57,047	59,039	61,024	63,015	64,906				
D	57,903	59,925	61,940	63,961	65,880				
DD 7									
A	60,740	62,877	65,017	67,154	69,169				
B	61,348	63,506	65,668	67,826	69,861				
C	61,962	64,142	66,325	68,505	70,560				
D	62,892	65,105	67,320	69,533	71,619				

DD 8

A	63,917	66,195	68,464	70,719	72,841
B	64,557	66,857	69,149	71,427	73,570
C	65,203	67,526	69,841	72,142	74,306
D	66,182	68,539	70,889	73,225	75,421

DD 9

A	66,756	69,131	71,513	73,886	76,102
B	67,424	69,823	72,229	74,625	76,864
C	68,099	70,522	72,952	75,372	77,633
D	69,121	71,580	74,047	76,503	78,798

**PSAC – ED PAY SCALE
Education**

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

ED EDS 1

A	58,001	61,200	64,393	66,710	69,019	71,329	73,469
B	58,582	61,812	65,037	67,378	69,710	72,043	74,204
C	59,168	62,431	65,688	68,052	70,408	72,764	74,947
D	60,056	63,368	66,674	69,073	71,465	73,856	76,072

ED EDS 2

A	70,767	73,325	75,624	77,908	80,245
B	71,475	74,059	76,381	78,688	81,048
C	72,190	74,800	77,145	79,475	81,859
D	73,273	75,922	78,303	80,668	83,087

ED EDS 3

A	75,788	78,252	80,725	83,187	85,684
B	76,546	79,035	81,533	84,019	86,541
C	77,312	79,826	82,349	84,860	87,407
D	78,472	81,024	83,585	86,133	88,719

ED EDS 4

A	81,826	83,910	86,450	88,988	91,658
B	82,645	84,750	87,315	89,878	92,575
C	83,472	85,598	88,189	90,777	93,501
D	84,725	86,882	89,512	92,139	94,904

ED EDS 5

A	87,659	90,443	93,226	95,976	98,855
B	88,536	91,348	94,159	96,936	99,844
C	89,422	92,262	95,101	97,906	100,843
D	90,764	93,646	96,528	99,375	102,356

PSAC – EG PAY SCALE
Engineering and Scientific Support

A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011

EG 1							
A	39,326	40,898	42,532	44,236	46,000	47,845	49,280
B	39,720	41,307	42,958	44,679	46,460	48,324	49,773
C	40,118	41,721	43,388	45,126	46,925	48,808	50,271
D	40,720	42,347	44,039	45,803	47,629	49,541	51,026
EG 2							
A	43,256	44,990	46,785	48,657	50,606	52,626	54,205
B	43,689	45,440	47,253	49,144	51,113	53,153	54,748
C	44,126	45,895	47,726	49,636	51,625	53,685	55,296
D	44,788	46,584	48,442	50,381	52,400	54,491	56,126
EG 3							
A	47,586	49,485	51,463	53,521	55,662	57,888	59,625
B	48,062	49,980	51,978	54,057	56,219	58,467	60,222
C	48,543	50,480	52,498	54,598	56,782	59,052	60,825
D	49,272	51,238	53,286	55,417	57,634	59,938	61,738
EG 4							
A	52,341	54,432	56,608	58,876	61,230	63,679	65,590
B	52,865	54,977	57,175	59,465	61,843	64,316	66,246
C	53,394	55,527	57,747	60,060	62,462	64,960	66,909
D	54,195	56,360	58,614	60,961	63,399	65,935	67,913
EG 5							
A	57,569	59,873	62,270	64,760	67,350	70,047	72,149
B	58,145	60,472	62,893	65,408	68,024	70,748	72,871
C	58,727	61,077	63,522	66,063	68,705	71,456	73,600
D	59,608	61,994	64,475	67,054	69,736	72,528	74,704
EG 6							
A	63,330	65,862	68,496	71,237	74,085	77,049	79,361
B	63,964	66,521	69,181	71,950	74,826	77,820	80,155
C	64,604	67,187	69,873	72,670	75,575	78,599	80,957
D	65,574	68,195	70,922	73,761	76,709	79,778	82,172
EG 7							
A	69,662	72,446	75,346	78,359	81,492	84,753	87,297
B	70,359	73,171	76,100	79,143	82,307	85,601	88,170
C	71,063	73,903	76,861	79,935	83,131	86,458	89,052
D	72,129	75,012	78,014	81,135	84,378	87,755	90,388

EG 8

A	76,630	79,695	82,880	86,196	89,640	93,228	96,024
B	77,397	80,492	83,709	87,058	90,537	94,161	96,985
C	78,171	81,297	84,547	87,929	91,443	95,103	97,955
D	79,344	82,517	85,816	89,248	92,815	96,530	99,425

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

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

<u>GL-COI-10</u>	<u>Hourly</u>	<u>Annual</u>	<u>GL-COI-11</u>	<u>Hourly</u>	<u>Annual</u>
A	30.05	58,777.14	A	31.16	60,965.19
B	30.35	59,364.92	B	31.48	61,574.85
C	30.65	59,958.57	C	31.79	62,190.60
D	31.11	60,858.00	D	32.27	63,124.00
<u>GL-COI-12</u>					
A	32.27	63,123.53			
B	32.59	63,754.77			
C	32.92	64,392.32			
D	33.41	65,359.00			
<u>GL-EIM-10</u>			<u>GL-EIM-11</u>		
A	29.79	58,267.79	A	30.86	60,365.64
B	30.08	58,850.47	B	31.17	60,969.30
C	30.38	59,438.98	C	31.48	61,579.00
D	30.84	60,331.00	D	31.95	62,503.00
<u>GL-EIM-12</u>					
A	31.98	62,553.70			
B	32.30	63,179.24			
C	32.62	63,811.04			
D	33.11	64,769.00			
<u>GL-ELE-5</u>					
A	21.88	42,801.80			
B	22.10	43,229.82			
C	22.32	43,662.12			
D	22.66	44,318.00			
<u>GL-INM-8</u>			<u>GL-INM-9</u>		
A	24.78	48,467.19	A	25.76	50,384.64
B	25.02	48,951.87	B	26.01	50,888.49
C	25.27	49,441.39	C	26.27	51,397.38
D	25.65	50,184.00	D	26.67	52,169.00
<u>GL-INM-10</u>					
A	26.71	52,243.75			
B	26.97	52,766.19			
C	27.24	53,293.86			
D	27.65	54,094.00			

**PSAC – GS PAY SCALE
General Services**

- A - Effective July 1, 2009**
- B - Effective January 1, 2010**
- C - Effective July 1, 2010**
- D - Effective January 1, 2011**

<u>GS STS 4</u>	<u>Hourly</u>	<u>Annual</u>
A	23.54	46,039.32
B	23.77	46,499.72
C	24.01	46,964.72
D	24.37	47,670.00

<u>GS STS 5</u>		
A	26.28	51,404.40
B	26.54	51,918.45
C	26.81	52,437.64
D	27.21	53,225.00

<u>GS STS 6</u>		
A	27.12	53,052.33
B	27.39	53,582.86
C	27.66	54,118.69
D	28.08	54,931.00

<u>GS STS 7</u>		
A	28.39	55,540.68
B	28.68	56,096.09
C	28.96	56,657.06
D	29.40	57,507.00

**PSAC – IS PAY SCALE
Information Services**

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

IS 1					
A	42,498	44,187	45,880	47,566	48,995
B	42,923	44,629	46,339	48,042	49,485
C	43,353	45,076	46,803	48,523	49,980
D	44,004	45,753	47,506	49,251	50,730
 IS 2					
A	50,165	52,113	54,063	56,004	57,684
B	50,667	52,635	54,604	56,565	58,261
C	51,174	53,162	55,151	57,131	58,844
D	51,942	53,960	55,979	57,988	59,727
 IS 3					
A	58,049	60,353	62,647	64,966	66,915
B	58,630	60,957	63,274	65,616	67,585
C	59,217	61,567	63,907	66,273	68,261
D	60,106	62,491	64,866	67,268	69,285
 IS 4					
A	67,130	70,100	72,835	75,561	77,828
B	67,802	70,801	73,564	76,317	78,607
C	68,481	71,510	74,300	77,081	79,394
D	69,509	72,583	75,415	78,238	80,585
 IS 5					
A	78,426	81,646	84,880	88,116	90,761
B	79,211	82,463	85,729	88,998	91,669
C	80,004	83,288	86,587	89,888	92,586
D	81,205	84,538	87,886	91,237	93,975
 IS 6					
A	78,495	94,559	97,396		
B	79,280	95,505	98,370		
C	80,073	96,461	99,354		
D	81,275	97,908	100,845		

**PSAC – PM PAY SCALE
Programme Administration**

A - Effective July 1, 2009

B - Effective January 1, 2010

C - Effective July 1, 2010

D - Effective January 1, 2011

PM 1

A	41,226	43,075	44,930	46,782	48,633	50,482	51,996
B	41,639	43,506	45,380	47,250	49,120	50,987	52,516
C	42,056	43,942	45,834	47,723	49,612	51,497	53,042
D	42,687	44,602	46,522	48,439	50,357	52,270	53,838

PM 2

A	49,666	51,763	53,859	55,951	57,629
B	50,163	52,281	54,398	56,511	58,206
C	50,665	52,804	54,942	57,077	58,789
D	51,425	53,597	55,767	57,934	59,671

PM 3

A	53,887	56,060	58,225	60,397	62,210
B	54,426	56,621	58,808	61,001	62,833
C	54,971	57,188	59,397	61,612	63,462
D	55,796	58,046	60,288	62,537	64,414

PM 4

A	58,795	61,279	63,767	66,253	68,242
B	59,383	61,892	64,405	66,916	68,925
C	59,977	62,511	65,050	67,586	69,615
D	60,877	63,449	66,026	68,600	70,660

PM 5

A	70,263	73,253	76,239	79,233	81,611
B	70,966	73,986	77,002	80,026	82,428
C	71,676	74,726	77,773	80,827	83,253
D	72,752	75,847	78,940	82,040	84,502

PM 6

A	82,428	85,968	89,509	93,049	95,840
B	83,253	86,828	90,405	93,980	96,799
C	84,086	87,697	91,310	94,920	97,767
D	85,348	89,013	92,680	96,344	99,234

**PSAC – ST PAY SCALE
Secretarial**

**A - Effective July 1, 2009
B - Effective January 1, 2010
C - Effective July 1, 2010
D - Effective January 1, 2011**

ST OCE 1

A	25,622	26,417	27,215	27,999	28,793	29,581	30,377	31,166
B	25,879	26,682	27,488	28,279	29,081	29,877	30,681	31,478
C	26,138	26,949	27,763	28,562	29,372	30,176	30,988	31,793
D	26,531	27,354	28,180	28,991	29,813	30,629	31,453	32,270
	31,640	32,431	33,405					
A	31,957	32,756	33,740					
B	32,277	33,084	34,078					
C	32,600	33,415	34,419					
D	33,089	33,917	34,936					

ST OCE 2

A	33,322	34,244	35,214	36,183	37,267			
B	33,656	34,587	35,567	36,545	37,640			
C	33,993	34,933	35,923	36,911	38,017			
D	34,503	35,457	36,462	37,465	38,588			

ST OCE 3

A	37,261	38,365	39,466	40,569	41,787			
B	37,634	38,749	39,861	40,975	42,205			
C	38,011	39,137	40,260	41,385	42,628			
D	38,582	39,725	40,864	42,006	43,268			

ST SCY 1

A	26,070	26,980	27,888	28,806	29,712	30,631	31,545	32,453
B	26,331	27,250	28,167	29,095	30,010	30,938	31,861	32,778
C	26,595	27,523	28,449	29,386	30,311	31,248	32,180	33,106
D	26,994	27,936	28,876	29,827	30,766	31,717	32,663	33,603
A	33,038	33,966	34,926	35,890	36,966			
B	33,369	34,306	35,276	36,249	37,336			
C	33,703	34,650	35,629	36,612	37,710			
D	34,209	35,170	36,164	37,162	38,276			

ST SCY 2

A	36,423	37,506	38,584	39,659	40,850			
B	36,788	37,882	38,970	40,056	41,259			
C	37,156	38,261	39,360	40,457	41,672			
D	37,714	38,835	39,951	41,064	42,298			

ST SCY**3**

	40,855	42,076	43,311	44,521	45,858
A	41,264	42,497	43,745	44,967	46,317
B	41,677	42,922	44,183	45,417	46,781
C	42,094	43,352	44,625	45,872	47,249
D	42,726	44,003	45,295	46,561	47,958

ST SCY**4**

	45,824	47,223	48,612	49,986	51,486
A	46,283	47,696	49,099	50,486	52,001
B	46,746	48,173	49,590	50,991	52,522
C	47,214	48,655	50,086	51,501	53,048
D	47,923	49,385	50,838	52,274	53,844

APPENDIX B

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

- ARTICLE 1 - Purpose and Scope of Agreement
- ARTICLE 2 - Interpretation and Definitions
- ARTICLE 3 - Application
- ARTICLE 4 - Union Recognition
- ARTICLE 5 - Check-Off
- ARTICLE 6 - Management Rights
- ARTICLE 7 - Recognition
- ARTICLE 8 - Employee Representatives
- ARTICLE 9 - Use of Employer Facilities
- ARTICLE 10 - Information
- ARTICLE 13 - Leave With or Without Pay for PSAC Business
- ARTICLE 14 - Illegal Strikes
- ARTICLE 15 - Joint Consultation
- ARTICLE 16 - Grievance and Arbitration Procedure
- ARTICLE 17 - NAV CANADA Joint Council Agreements
(Subject to the restrictions contained in the various benefit plans)
- ARTICLE 19 - No Harassment
- ARTICLE 20 - No Discrimination
- ARTICLE 21 - Discipline
- ARTICLE 22 - Health and Safety
- ARTICLE 23 - Leave General

ARTICLE 24 - General Holidays

ARTICLE 25 - Vacations

ARTICLE 26 - Sick Leave with Pay

ARTICLE 28 - Other Leave With or Without Pay
(Limited to Maternity and Parental Leave after six months' continuous service; and Bereavement, Family Related Responsibilities, Court Leave, Religious Observance and Injury on Duty Leave for the duration of the term only)

ARTICLE 29 - Pay Administration (Appendix A)

ARTICLE 30 - Hours of Work

ARTICLE 31 - Overtime

ARTICLE 32 - Shift Premiums

ARTICLE 34 - Wash-Up Time

ARTICLE 35 - Travelling Time

ARTICLE 36 - Call Back Pay

ARTICLE 37 - Stand By

ARTICLE 38 - Reporting Pay

ARTICLE 40 - Supervisory Differential

ARTICLE 42 - Part-Time Employees

ARTICLE 50 - Agreement Reopener

ARTICLE 51 - Duration

APPENDIX C - 1

NAV CANADA JOINT COUNCIL AGREEMENTS

Memorandum Of Understanding

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

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

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

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

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

The parties hereunder agree that:

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

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

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

APPENDIX C - 2

NAV CANADA JOINT COUNCIL AGREEMENTS

NAV CANADA Joint Council Programs

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

APPENDIX C - 3

NAV CANADA JOINT COUNCIL AGREEMENTS

NAV CANADA Joint Council Allowances Committee

Terms of Reference:

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

- Bilingual Bonus Program
- Clothing Program(Uniforms)
- Commuting Assistance Program
- Isolated Post Program
- Memorandum of Understanding on Definition of Spouse
- Travel Program
- Relocation Program

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 Programs listed below:

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

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

Benefits' Committee

Introduction

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

Responsibilities of the Committee 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 Committee'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 Benefits Committee, 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 Benefits' Committee 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 Benefits' Committee 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 Benefits' Committee, will be derived from the premiums paid to Sun Life and Great-West Life. The Benefits' Committee 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 Benefits' Committee 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 Benefits' Committee 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 Benefits' Committee may retain persons having special expertise to assist in fulfilling its responsibilities.

Meetings

- The Benefits' Committee 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 Benefits' Committee 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 Benefits' Committee by the Executive Committee of the NCJC or NAV CANADA.
- to provide education and training to the Benefits' Committee as requested in accordance with its budgetary authority.

APPENDIX D

LIST OF ARBITRATORS

ATLANTIC

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

ONTARIO

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

PACIFIC

CHERTKOW, Mervin I.
HOPE, Allan

QUEBEC

FOISY, Claude H.
GRAVEL, Marc
ROUSSEAU, **Andre**

WESTERN

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

EXPEDITED

KELLER, M. Brian

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