

COLLECTIVE AGREEMENT

Between

NAV CANADA

And

**THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA
(PIPSC)**

Expiry Date: April 30, 2004

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ARTICLE 1

PURPOSE AND APPLICATION OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NAV CANADA, the Institute and the employees, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement also share a desire to maintain professional standards and to promote safety, excellence, quality, employee satisfaction and customer service in order to enhance the efficiency and productivity of NAV CANADA in a regulated environment.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 Considering that the terms and conditions of employment of employees in the bargaining unit being set out in the present Collective Agreement, it is agreed that in the event of any contradictions between a provision of the present Collective Agreement and any other custom, policy or practice of NAV CANADA, the provisions of the present Collective Agreement shall prevail.

2.02 For the purpose of this Agreement

- (a) "Institute" means the Professional Institute of the Public Service of Canada;
- (b) "Bargaining unit" means the Groups described in Article 7;
- (c) "Employee" means a person employed in the bargaining unit;
- (d) "Spouse" is one of two people legally married to one another and those in relationships where they have lived with one another for a period of least one year, continue to live with each other and who have publicly represented themselves as spouses;
- (e) (i) continuous service means:

unbroken service from the employee's last date of hire including authorized leaves of absence
- (ii) continuous employment means:

continuous service including the cumulative periods of continuous service where interruptions in service of less than three (3) months occur. The duration of breaks must be subtracted from the period of continuous employment.
- (iii) the continuous service or continuous employment of a "designated" continued employee shall include his or her continuous service or continuous employment as an employee engaged in the Public Service as defined in the Public Service Staff Relations Act (R.S.C. c.P-35 s.i.) as at November 1, 1996 and who was employed in any department or organization mentioned in any version of Part 1, Schedule 1 under the said Act prior to November 1, 1996.
- (f) "membership dues" means the dues established pursuant to the constitution of the Institute as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy;
- (g) "holiday" means the twenty four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (h) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (i) "overtime" means:
 - (1) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;

or

- (2) in the case of a part-time employee, authorized work in excess of seven and three quarters ($7\frac{3}{4}$) hours a day or thirty-eight and three quarters ($38\frac{3}{4}$) hours a week.
- (j) "time and one-half" means one and one-half ($1\frac{1}{2}$) times the employee's hourly rate of pay;
- (k) "double time" means two (2) times the employee's hourly rate of pay;
- (l) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (m) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
- (n) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

ARTICLE 3

OFFICIAL TEXTS

3.01 Both the English and French texts of this Agreement will be official.

3.02 Every effort will be made by both parties to ensure an accurate translation. However, should there be a discrepancy between the texts, the text of the language of negotiation shall prevail.

ARTICLE 4

RIGHTS OF EMPLOYEES

4.01 Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 5

REGISTRATION FEES

5.01 Where NAV CANADA determines that there is a requirement for, or a benefit to be derived from, obtaining or maintaining a membership in good standing with an organization or governing body, NAV CANADA will reimburse the employee upon satisfactory evidence of the payment of such fees.

5.02 Membership dues referred to in Article 10 (Check-Off) of this Collective Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 6

MANAGEMENT RIGHTS

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

6.02 In exercising its management rights NAV CANADA will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 7

RECOGNITION

7.01 NAV CANADA recognizes the Institute as the exclusive bargaining agent for all employees described in the certificates originally issued by the Public Service Staff Relations Board covering NAV CANADA employees in the former Computer Systems Administration Group, the Physical Science Group, the Purchasing and Supply Group and the Engineering and Land Survey Groups and deemed to be certificates of the Canada Labour Relations Board pursuant to the Commercialization of Civil Air Navigation Services Act (SC 1996 C20). Effective from September 19, 2001 (CIRB Order No. 8118-U), NAV CANADA also recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate originally issued by the Public Service Staff Relations Board covering NAV CANADA employees in the former Economics, Sociology, Statistics and Social Science Support Groups and deemed to be certificates of the Canada Labour Board pursuant to the Commercialization of Civil Air Navigation Services Act (SC 1996 C20).

7.02 All employees covered by this agreement at the time it becomes effective and who are members of the Institute at that time shall be required as a condition of continued employment to continue membership in the Institute for the duration of this agreement.

7.03 All employees hired, rehired, reinstated, transferred or appointed as a result of the application of clause 7.02 above, into the bargaining unit covered by this agreement, shall be required as a condition of continued employment to become members of the Institute for the duration of this agreement, upon the completion of four (4) months of continuous employment.

7.04 The Institute will not require NAV CANADA to terminate the employment of an employee because the employee has been expelled or suspended from membership in the Institute 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 Institute as a condition of acquiring or retaining membership in the Institute.

ARTICLE 8

STEWARDS

8.01 NAV CANADA acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent. NAV CANADA and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

8.02 The Institute shall notify NAV CANADA promptly and in writing of the names of its Stewards.

8.03 Leave for Stewards

Operational requirements permitting, NAV CANADA shall grant leave with pay to an employee to enable him or her to carry out his or her functions as a Steward on NAV CANADA's premises. When the discharge of these functions require an employee who is a Steward to leave his or her normal place of work, the employee shall report his or her return to his or her supervisor whenever practicable.

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01 **Access by an Institute Representative**

An accredited representative of the Institute may be permitted access to NAV CANADA's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from NAV CANADA.

9.02 **Bulletin Boards**

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 Institute material regarding meetings, elections, negotiations, Institute policies and positions, and internal affairs of the Institute. Posting of notices or other materials require the prior approval of NAV CANADA. Such approval shall not be unreasonably withheld.

9.03 **Institute Literature**

NAV CANADA will where practicable make available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

9.04 **Meetings on Premises**

NAV CANADA may permit the Institute to use NAV CANADA's premises outside the working hours of the employees for conducting meetings of their members, where refusal to grant permission would make it difficult for the Institute to convene a meeting. Such meetings shall not interfere with NAV CANADA's operations.

ARTICLE 10

CHECK-OFF

10.01 NAV CANADA will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

10.02 The Institute shall inform NAV CANADA in writing of the authorized monthly deduction to be checked off for each employee defined in clause 10.01.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

10.04 From the date of signing and for the duration of this Agreement, no bargaining agent, as defined in Section 3 of the Canada Labour Code, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by NAV CANADA from the pay of employees in the bargaining unit.

10.05 The amounts deducted in accordance with clause 10.01 shall be remitted to the Institute within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.

10.06 NAV CANADA agrees to make deductions for other purposes on the basis of the production of appropriate documentation.

10.07 The Institute agrees to indemnify and save NAV CANADA harmless against any claim or liability arising out of the application of this Article. Notwithstanding this, once NAV CANADA has been notified of the error by the Institute the liability assumed shall not be so limited if NAV CANADA has failed to correct the error within two pay periods of the date of notification.

ARTICLE 11

INFORMATION

11.01 NAV CANADA agrees to provide the Institute with a list of all employees in the bargaining unit and thereafter, will provide on a quarterly basis, a list of all employees who have entered the bargaining unit together with a list of all employees who have left the bargaining unit. The lists referred to herein shall include the name, employing department, work location and classification of the employee.

11.02 NAV CANADA agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto. In addition the parties agree to arrange that a sufficient number of copies will be printed for administrative purposes. The cost of printing the Collective Agreement will be divided equally between NAV CANADA and the Institute. All agreements will be printed in a union shop.

ARTICLE 12

EMPLOYMENT REFERENCES

12.01 On application by an employee, NAV CANADA shall provide personal references to the prospective Employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer will not be provided without the written consent of the employee.

ARTICLE 13

LEAVE FOR STAFF RELATIONS MATTERS

13.01 **Canada Industrial Relations Board**

Where operational requirements permit, NAV CANADA will grant:

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

13.02 **Canada Labour Code Applications for Certification**

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

- (a) to an employee representative who represents the Institute in an application for certification or in an intervention; and
- (b) to an employee who makes personal representations with respect to certification.

13.03 **Contract Negotiations**

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

13.04 **Interest Arbitration Board and Conciliation Board Hearings**

Where operational requirements permit, NAV CANADA will grant leave without pay to a reasonable number of employees representing the Institute before an Interest arbitrator, conciliation officer, conciliation commissioner or conciliation board.

13.05 **Arbitration Hearings**

Where operational requirements permit, NAV CANADA will grant leave with pay to the grievor to attend grievance arbitration hearings; and

Where operational requirements permit, NAV CANADA will grant leave without pay to an Institute representative of an employee who is a party to grievance arbitration.

13.06 **Meetings Between the Institute and Management**

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

13.07 **Employee Called as a Witness to CIRB Hearings**

NAV CANADA will grant leave:

- (a) with pay to an employee called as a witness by the Canada Industrial Relations Board, and
- (b) without pay, operational requirements permitting, to an employee called as a witness by an employee or the Institute.

13.08 **Institute Meetings and Conventions**

Subject to operational requirements, NAV CANADA shall grant leave without pay to a reasonable number of employees to attend meetings and conventions provided for in the constitution and by-laws of the Institute.

13.09 **Stewards and Representatives' Training Courses**

- (a) Where operational requirements permit, NAV CANADA will grant leave without pay to employees appointed as stewards by the Institute to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, NAV CANADA will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by NAV CANADA.

13.10 **Elected Institute Officials**

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

13.11 An employee granted leave without pay under this Article, shall continue to receive his or her regular salary for the period of leave granted, subject to the Institute reimbursing NAV CANADA for all associated costs.

13.12 **Determination of Leave Status**

Where the status of leave requested (i.e. with or without pay) cannot be determined until an arbitrator has rendered a decision, leave without pay will be granted pending final determination of the appropriate leave status.

ARTICLE 14

ILLEGAL STRIKES

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

14.02 Participation in an illegal strike as defined by the Canada Labour Code may lead to disciplinary action up to and including discharge.

ARTICLE 15

PUBLICATIONS AND AUTHORSHIP

15.01 NAV CANADA will make all reasonable efforts to ensure that employees have ready access to all publications and information considered necessary to their work by NAV CANADA.

15.02 NAV CANADA agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate Company files for the normal life of such files. NAV CANADA will not unreasonably withhold permission for the publication of original articles professional and technical papers in professional media. At NAV CANADA's discretion, recognition of authorship will be given where practicable in Company publications.

15.03 When an employee acts as a sole or joint author or editor of an original publication his or her authorship or editorship shall normally be shown on the title page of such publication.

ARTICLE 16

PENSION PLAN

16.01 Employees covered by this Collective Agreement are entitled to the benefits of the NAV CANADA Pension Plan.

ARTICLE 17

JOINT CONSULTATION

17.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to consult on matters of common interest.

17.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement between the parties and may include consultation regarding career development. Consultation may be at the national, regional, or local level as determined by the parties.

17.03 NAV CANADA agrees to consult with the Institute at an appropriate level before implementing changes in any terms and conditions of employment not governed by this agreement which affect a majority of employees in the bargaining unit. In the case of an emergency where there may be a requirement to implement changes without consultation, NAV CANADA agrees to provide timely notification to the Institute of such changes.

17.04 **Joint Consultation Committee Meetings**

Joint Consultation Committees shall be composed of mutually agreed numbers of employees and NAV CANADA representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on NAV CANADA premises during working hours.

17.05 Employees forming the continuing membership on Consultation Committees shall be protected against any loss of pay by reason of attendance of such meetings with management, including pay for reasonable travel time where applicable.

17.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of the Collective Agreement.

ARTICLE 18

GRIEVANCE AND ARBITRATION PROCEDURE

18.01 **Definition of Grievance**

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

18.02 **Definition of Days**

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

18.03 **Disclosure of Information**

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

18.04 **Institute Representation**

An employee shall be advised that they are entitled to have an authorized Institute Representative accompany the employee during any meeting falling under this Article.

18.05 **Dispute Resolution**

Complaint Stage

Before presenting a grievance through their authorized Institute Representative, the employee shall meet with his or her authorized Management Representative to discuss and attempt to resolve the complaint.

Step 1

- (a) Failing a mutually agreed upon resolution of the issue being reached at the complaint stage, 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 authorized Institute Representative, on behalf of the employee concerned, may submit a written grievance to the employee's authorized Management Representative.
- (b) The written grievance shall be submitted within thirty (30) days of the incident giving rise to the grievance or from the date when the employee ought to have been aware of the incident giving rise to the grievance. The written grievance shall be in the form approved by the parties.
- (c) NAV CANADA's Director, Regional Director or authorized designate shall discuss and attempt to resolve the grievance with the authorized Institute Representative, render a written response to the grievance and provide a copy to the employee concerned and to the authorized Institute 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 Institute Representative, on behalf of the employee(s) concerned, may, within ten (10) days of the receipt of the Step 1 response or the expiration of the Step 1 time limits, transmit in writing the grievance to the Director of Labour Relations or authorized designate.
- (b) The Director of Labour Relations or authorized designate shall discuss and attempt to resolve the grievance with the authorized Institute Representative, render a written response to the grievance and provide a copy to the employee concerned and the authorized Institute Representative no later than thirty (30) days following receipt of the grievance at Step 2.

Referral to Arbitration

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

18.06 Abbreviated Procedure

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

18.07 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 Institute.

18.08 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 Guidelines.
- (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 Institute Representative, the authorized Institute 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 Institute Representative shall not be entitled to be paid unless the meeting is originated by NAV CANADA.
- (e) Employees and authorized Institute Representatives will not be entitled to be paid when discussions or meetings on complaints or grievances take place outside their normal working hours. However, if

NAV CANADA originates the meeting outside regular working hours for an employee or authorised Institute Representative, the time spent by the employee or authorised Institute Representative shall be considered as time worked for the purposes of this Collective Agreement.

18.09 **Notification of Authorized Representatives**

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

This information shall be communicated to employees by means of notices posted by NAV CANADA in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between NAV CANADA and the Institute.

18.10 **Permission to Enter Premises or Offices**

An authorized Institute 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.

18.11 **Arbitration Procedure**

18.11.1 *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

18.11.2 *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.

18.11.3 *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.

18.11.4 *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*.

18.11.5 *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.

18.11.6 *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.

18.11.7 *Witnesses*

- (a) An employee who is requested by NAV CANADA to appear as a witness before an arbitrator or arbitration board, will be granted leave with pay to attend the hearing and appear as a witness if called.
- (b) Where operational requirements permit, NAV CANADA will grant leave without pay to an employee called as a witness by an employee of the Institute.

18.11.8 *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.

18.11.9 *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.

18.11.10 *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.

18.11.11 *Cost of Arbitration*

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

ARTICLE 19

NAV CANADA JOINT COUNCIL AGREEMENTS

19.01 Guidelines

The following agreements as amended from time to time, made in accordance with the terms of the NAV CANADA Joint Council By-laws (as amended from time to time) endorsed by the parties to this Agreements after November 1, 1996, shall form part of this Collective Agreement.

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

Other NCJC agreements subsequently agreed to in the NCJC process shall also form part of this Collective Agreement.

19.02 The following plans, as presently administered, including any new or amended plan(s), shall also form part of this Collective Agreement:

- (1) Basic Life Insurance
- (2) Long Term Disability Insurance
- (3) Supplementary Health Care
- (4) Dental Care
- (5) Comprehensive Health Care
- (6) Business Travel Accidental Death & Dismemberment Insurance Plan

19.03 **Grievances**

Grievances with respect to the above articles will be determined in accordance with the NAV CANADA Joint Council By-laws.

ARTICLE 20

EMPLOYEE PERFORMANCE ASSESSMENT

20.01 For the purpose of this article:

- (a) a formal assessment of an employee's performance means any written assessment by any supervisor of how well the employee has performed his or her assigned tasks during a specified period in the past;
- (b) a formal assessment of an employee's potential means any written assessment by a supervisor of how the employee can be expected to perform in a position higher than that held by the employee. An assessment of an employee's potential shall only be made at the request of an employee.

20.02 A formal assessment of an employee's performance or an assessment of potential of an employee shall be recorded on a form prescribed by NAV CANADA for this purpose.

20.03 An assessment of an employee's performance for not meeting NAV CANADA requirements shall not refer to any sub-standard performance which was not brought to the attention of the employee at the time or within a reasonable time thereafter, and which the employee was not given a chance to rectify.

20.04 On request, an employee shall be provided with an assessment of his or her performance or of his or her potential. NAV CANADA may elect to respond to requests for assessment of performance or potential no more than once per year per employee.

20.05 Prior to the period of the employee's assessment, the employee shall meet with the appraising supervisor in order to define the employee's roles and responsibilities and establish the objectives that the employee is expected to meet during the term of the assessment.

20.06 When a formal assessment of an employee's performance or an employee's potential is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his or her assessment form shall be considered to be an indication only that its contents have been read. An employee's signature on his or her assessment form shall not indicate his or her concurrence with the statements contained therein.

20.07 A copy of the employee's signed assessment form shall be provided to him or her at the time of signing.

20.08 Where in accordance with 20.04 above, the employer determines that an employee is not meeting NAV CANADA requirements, the employee and his or her manager shall meet within a reasonable time of the assessment to develop an action plan to resolve the employee's performance deficiency. This action plan may include the provision of training, if necessary.

20.09 The NAV CANADA representative(s) who assesses 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.

20.10 When an employee disagrees with his or her assessment he or she shall have the right to present written counter arguments to the supervisor responsible for the appraisal. A copy of these counter arguments shall be attached to the assessment and the assessment form annotated that this attachment exists.

20.11 When an employee feels that the assessment of his or her performance is inaccurate, the employee shall refer his or her complaint to an Alternate Dispute Resolution process mutually agreed to between the employee and a representative of NAV CANADA.

20.12 Upon completion of the Alternate Dispute Resolution (ADR) process referred to in 20.11 above, should the problem remain unsolved, the employee shall have the right to grieve his or her assessment. Such grievances shall be filed within thirty (30) days of the completion of the ADR process at Step One of the Grievance and Arbitration Procedure, outlined in Article 18 of this Agreement.

20.13 An employee appraisal shall not be used as part of the staffing process.

ARTICLE 21

DISCIPLINE

21.01 No employee shall be disciplined or discharged except for just cause.

21.02 When an employee is required to attend a meeting, the purpose of which concerns possible disciplinary action against the employee, the employee shall be advised that he or she is entitled to have at his or her option, a representative of the Institute accompany the employee to the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

21.03 When an employee is to be suspended or discharged from duty, NAV CANADA shall notify the employee in writing of the reasons for that suspension or discharge. In any subsequent procedures arising as a result of this discipline, including any subsequent grievance or arbitration procedures, NAV CANADA shall be limited to the grounds for suspension or dismissal contained in this notification.

21.04 NAV CANADA agrees not to introduce as evidence in a hearing related to disciplinary action, any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.

21.05 Any document or written statement related to disciplinary action which may have been placed on any NAV CANADA file of an employee shall be removed and destroyed after two (2) years has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

21.06 The NAV CANADA Code of Business Conduct will not be interpreted as restricting an employee from exercising his or her obligations flowing from the ethical standards of the professional body to which the employee belongs.

21.07 NAV CANADA agrees to make available to each employee covered by this agreement the NAV CANADA Code of Business Conduct and any subsequent amendments made thereto.

21.08 NAV CANADA agrees to make available to each employee covered by this agreement the NAV CANADA Discipline Policy and any subsequent amendments made thereto.

ARTICLE 22

ACCESS TO FILES

22.01 Upon written request, an employee shall have access to his or her personnel file(s) during normal business hours.

ARTICLE 23

NO DISCRIMINATION

23.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or union affiliation.

23.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

23.03 Grievances arising from 23.01 above shall be the subject of an alternate dispute resolution (ADR) process when mutually agreed to by the parties. Grievance time-limits shall not commence until the ADR process has been completed. The ADR process shall not result in any unreasonable delay.

ARTICLE 24
LEAVE GENERAL

24.01 An employee is entitled, once in each leave year, to be informed upon request, of the balance of his or her vacation leave credits.

24.02 The amount of leave with pay earned but unused credited to an employee by NAV CANADA at the time when this Agreement is ratified, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

24.03 An employee is not entitled to leave with pay during periods he or she is on leave without pay, or under suspension.

24.04 In the event of termination of employment for reasons other than death or lay-off, NAV CANADA shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee.

24.05 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.

24.06 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

ARTICLE 25

GENERAL HOLIDAYS

25.01 Subject to clause 25.02, the following days shall be paid holidays for employees:

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

25.02 An employee who does not work on a general holiday shall not be entitled to be paid for that holiday if he or she did not receive pay for at least fifteen (15) of the thirty (30) days preceding that holiday.

25.03 When a day designated as a holiday under clause 25.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 25.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

25.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 25.03:

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

and

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

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

- (a) time and one-half (1 ½) for all hours worked up to seven and three quarters (7 ¾) and two (2) times the straight time rate of pay for all hours worked on the holiday in excess of seven and three quarters (7 ¾), in addition to the pay that he or she would have been granted had he or she not worked on the general holiday.

or

- (b) upon request, and with the approval of NAV CANADA, the employee will be granted:
- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,
- and
- (ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to seven and three quarters (7 ¾) hours,
- and
- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of seven and three quarters (7 ¾) hours.

This request shall not be unreasonably denied.

- (c)
 - (i) Subject to operational requirements and adequate advance notice, NAV CANADA will grant lieu days at such times as the employee may request.
 - (ii) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by the employee, such lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 25.05(c)(ii) shall be the rate in effect when the lieu day was earned.
- (d) when an employee works on a holiday contiguous to a second day of rest on which he or she also worked and received overtime, he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

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

- (i) compensation in accordance with the provisions of clause 25.05;

or

- (ii) three (3) hours' pay at the applicable overtime rate of pay.

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

ARTICLE 26

VACATIONS

26.01 It is agreed by the parties that it is both appropriate and desirable that each employee use his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned.

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

26.03 The following shall apply to the scheduling of vacation leave:

- (a) Subject to the exceptions contained in this article, employees will take their vacation leave during the vacation year in which it is earned.
- (b) Where leave cannot be used during the vacation year in which it is earned, the leave will be carried forward at the rate at which it was earned 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 the leave was earned.
- (c) At any point, an employee may elect to be paid out, at the rate earned, for any or all leave carried forward from a previous vacation year, upon provision to NAV CANADA of thirty (30) days' notice.

26.04 An employee who has earned at least ten (10) days' pay for each calendar month of a vacation year shall earn vacation leave at the following rates:

- (a) one hundred and sixteen and one quarter ($116 \frac{1}{4}$) hours per vacation year if the employee has completed less than eight (8) years of continuous employment;
- (b) one hundred and fifty five (155) hours per vacation year if the employee has completed eight (8) years of continuous employment;
- (c) one hundred and ninety three and three quarters ($193 \frac{3}{4}$) hours per vacation year if the employee has completed nineteen (19) years of continuous employment;
- (d) two hundred and thirty two and one-half ($232 \frac{1}{2}$) hours effective per vacation year if the employee has completed thirty (30) years of continuous employment.

26.05 In scheduling vacation leave with pay to an employee NAV CANADA shall, subject to operational requirements of the department, make every reasonable effort:

- (a) to grant the employee his or her vacation leave during the leave year in which it is earned, if so requested by the employee not later than June 1;
- (b) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (c) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of NAV CANADA or the other employees, according to the wishes of the employee.

26.06 An employee shall be entitled to a minimum of two (2) consecutive weeks of vacation in each vacation year.

26.07 An employee earns but is not entitled to receive vacation leave with pay during his or her first six (6) months of continuous employment. An employee who has completed six months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

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

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

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

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

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

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

ARTICLE 27

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

A. Members of the Bargaining Unit hired after October 5, 1998 (including former SSEA members – see LOU No. 4) will receive sick leave benefits as per the NAV CANADA Disability Income Security Program.

27.01 Employees shall be entitled to authorized leave and to salary continuation in accordance with 27.02 for absences due to non-occupational illness or injury in accordance with the terms of this Article provided that the employee satisfies NAV CANADA of his or her inability to work in such manner and at such time as may be determined by NAV CANADA.

27.02 In the event that an employee is absent from work under this Article, salary continuation will be provided but not to exceed 130 days for any period of continuous absence. Absence is considered to be continuous if it is due to a recurrence of the same or related illness within any 30 day period. Income security benefits will be as follows:

- (a) salary continuation will be at 100 percent of the employee's normal salary for up to 503.75 hours in any 12 month period and at 70 percent of the employee's normal salary thereafter;
- (b) in respect of extended periods of absence, during the first 503.75 hours of any period of continuous absence, salary continuation will be at 100 percent of the employee's normal salary, except that in no case shall an employee benefit from more than 503.75 hours of 100 percent salary continuation in aggregate in any 12 month period. In the event that the employee has benefited from 100 percent salary continuation within the past 12 months, salary continuation will be reduced to 70 percent of the employee's normal salary during this first 503.75 hours period so that the maximum of 503.75 hours at 100 percent in any 12 month period is not exceeded;
- (c) in respect of the second 503.75 hours period of continuous absence, salary continuation at 70 percent of normal salary will be provided by NAV CANADA;
- (d) if the period of continuous absence due to illness exceeds 1,007.50 hours, the employee will be eligible to apply for long term disability benefits under the NAV CANADA long term disability program.

B. Employees who are members of the Bargaining Unit employed prior to October 5, 1998 will benefit from the provisions of the Sick Leave program as follows:

27.03 Credits

An employee shall earn sick leave credits at the rate of nine point six eight seven five (9.6875) hours for each calendar month for which he or she receives pay for at least seventy-seven point five (77.5) hours.

27.04 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.

27.05 Unless the employee is otherwise informed by NAV CANADA, a statement signed by him or her 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 sub-clause 27.04 (a).

27.06 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.

27.07 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.

27.08 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 27.04, sick leave with pay may, at the discretion of NAV CANADA, be granted:

(a) for a period of up to one hundred and ninety three point seven five (193.75) hours if he or she is awaiting a decision on an application for injury-on-duty leave,

or

(b) for a period of up to one hundred and sixteen point two five (116.25) hours 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.

27.09 NAV CANADA may for good and sufficient reason advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

27.10 In all cases, if an employee is absent for seventy seven point five (77.5) hours or more in any twelve (12) month period or for a continuous period of over thirty eight decimal seven five (38.75) hours, the bargaining agent and NAV CANADA will jointly sponsor, endorse, and support intervention with the employee to ascertain the reason for absence, and to develop with the employee a program to assist in an improved attendance or an early return to work.

27.11 Interventions under the program may be done through a third party provider and can include contacting the employee, communicating with the treating physician, performing independent medical evaluations, and any other action necessary to facilitate the prompt return to work. It is understood that such interventions will be subject to all rules of privacy applicable in such cases.

ARTICLE 28

CAREER DEVELOPMENT

28.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

28.02 Career Development Leave with Pay

- (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 or program offered by a recognized academic institution.
 - (ii) A course or program offered by a recognized association or body.
- (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 28.02 (a) above. The employee shall receive no compensation under the Overtime and Travel provisions of this Agreement for time spent on career development provided for under this Article.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which NAV CANADA deems appropriate.

28.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his or her field of specialization, subject to operational requirements.
- (c) NAV CANADA may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of NAV CANADA to represent the interests of NAV CANADA shall be deemed to be on duty and, as required, in travel status. NAV CANADA shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of specialization, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 33 (Overtime) and 34 (Travelling Time) in respect of hours he or she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

28.04 **Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of NAV CANADA,
 - (iii) to carry out research in the employee's field of specialization not specifically related to his or her assigned work projects when in the opinion of NAV CANADA such research is needed to enable the employee to fill his or her present role more adequately.
- (b) Subject to NAV CANADA's approval an employee shall receive leave with pay in order to participate in the activities described in 28.04(a).
- (c) An employee may apply at any time for professional development under this clause, and NAV CANADA may select an employee at any time for such professional development.
- (d) When an employee is selected by NAV CANADA for professional development under this clause NAV CANADA will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his or her normal compensation including any increase for which he or she may become eligible. The employee shall not be entitled to any compensation under Articles 33 (Overtime) and 34 (Travelling Time) while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as NAV CANADA deems appropriate.

28.05 The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, NAV CANADA, upon request, will consult with the Institute as prescribed in Article 17, Joint Consultation.

28.06 **Examination Leave With Pay**

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

28.07 **Training**

- (a) When NAV CANADA determines that an employee requires new skills or knowledge, including language training, in order to perform the duties of his or her primary assignment, NAV CANADA will make every reasonable effort to provide the necessary training at no cost to the employee.
- (b) When NAV CANADA identifies that the replacement of systems will impact on employees including possible surplus status, 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.

ARTICLE 29

OTHER LEAVE WITH OR WITHOUT PAY

29.01 Marriage Leave With Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives NAV CANADA at least fifteen (15) days' notice, the employee shall be granted thirty eight decimal seven five (38.75) hours marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by NAV CANADA from any monies owed the employee.

29.02 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days including the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grand-parent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of vacation leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, the employee shall be granted bereavement leave with pay and his or her 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 (or any part of) provided for in this Article to such alternate time(s).
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, NAV CANADA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 29.02 (a) and (b).

29.03 Maternity Leave Without Pay

- (A) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-six (26) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 29.05(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 newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
 - (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, NAV CANADA may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) claim benefits under the Disability Income Security Plan up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 27 (Disability Income Security Plan) (DISP). For purposes of this clause, illness or injury as defined in the Disability Income Security 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) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in section (D) provided that she:
- (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - (2) provides NAV CANADA with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with NAV CANADA;
- and
- (3) has signed an agreement with NAV CANADA stating that:
 - (a) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with NAV CANADA's consent;
 - (b) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);

- (c) should the employee fail to return to work as per the provisions of sub sections 29.03 (C) (3) (a) and (b) for reasons other than death or lay-off, the employee recognises that she is indebted to NAV CANADA for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-section 29.03 (C)(3)(b) above.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii)
 - (a) for a full-time employee the weekly rate of pay referred to in clause 29.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled, on the day immediately preceding the commencement of the maternity leave.
 - (b) for a part-time employee the weekly rate of pay referred to in clause 29.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's assignment on the day immediately preceding the commencement of the maternity leave.
 - (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 29.03(D)(i) or (ii) shall be adjusted accordingly.
- (E) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

29.04 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in sub-section 29.03 (C) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance or a similar plan prevents her from receiving EI maternity benefits;

and

 - (ii) has satisfied all of the other eligibility criteria specified in section 29.03 (C) except sub sections 29.03 (C) (2) and (3);

shall be paid, in respect of each week of maternity allowances not received for the reason described in sub section 29.04 (a)(i) the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefits under the DI Plan, or a similar plan.

- (b) An employee shall be paid an allowance under this clause and under clause 29.03 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the EI Act had she not been disqualified from EI maternity benefits for the reasons described in sub-section 29.04 (a)(i) above.

29.05 Parental Leave Without Pay

- (a) An employee who intends to request parental leave shall notify NAV CANADA at least fifteen (15) weeks in advance of the expected date of the birth of his or her child, or as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request parental leave without pay of up to twenty-six (26) weeks at least four (4) weeks prior to the expected date of childbirth or at least four (4) weeks prior to the acceptance of the custody of a child below the age of majority and, subject to sections (c) of this clause, shall be granted parental leave without pay for a period beginning on the date of childbirth or acceptance of custody (or at a later date requested by the employee) and ending not later than fifty-two (52) weeks after the date of childbirth or after the date of custody.
- (c) NAV CANADA may:
 - (i) defer the commencement of parental or adoption leave without pay at the request of an employee;
 - (ii) grant the employee parental leave with less than four (4) weeks notice;
 - (ii) require an employee to submit a birth certificate or proof of adoption of the child.
- (d) Parental leave without pay used by an employee-couple in conjunction with the birth or adoption of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of entitlement for the purpose of severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

29.06 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:

- (a) 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;
- (b) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in NAV CANADA, and in the case of designated employees during an employee's total period of service in the Public service and with NAV CANADA;
- (d) 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;
- (e) time spent on such leave shall not be counted for pay increment purposes.

29.07 **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-half (1/2) 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), and (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 be reasonably determined by NAV CANADA.

29.08 **Court Leave**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness to which he or she is not a party in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before any other person, body of persons or tribunal (other than a grievance arbitrator or the

Canada Industrial Relations Board), empowered by law to make an inquiry and to compel the attendance of witnesses before it.

29.09 Injury on Duty Leave

Subject to clause 29.10, when an employee is injured in the performance of his or her duties, NAV CANADA shall grant the employee paid leave for such reasonable period as may be determined by NAV CANADA provided that:

- (a) a claim has been filed with the appropriate worker's compensation authority;
- (b) NAV CANADA has been notified by that worker's compensation authority that the employee's claim has been granted;
- (c) the employee's injury was not caused by the employee's willful misconduct; and
- (d) the employee agrees to remit to NAV CANADA any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing, however, that such amount does not stem from a personal liability policy for which the employee or the employee's agent has paid the premium.

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

29.11 Personnel Selection Leave

Where an employee participates in a personnel selection process, for a position within NAV CANADA, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as NAV CANADA considers reasonable for the employee to travel to and from the place where his or her presence is so required.

29.12 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 with or without pay for purposes other than those specified in this Agreement.

ARTICLE 30

PAY ADMINISTRATION

30.01 Employees will be paid by direct deposit. Upon the written request of the employee, NAV CANADA will make deposits to two separate accounts, one for regular salary, and one for overtime and allowances.

30.02 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.

30.03 When an employee is assigned by NAV CANADA to substantially perform the duties of a higher classification level and performs those duties for at least thirty eight decimal seven five (38.75) hours, the employee will be paid at the higher rate for the duration of the assignment.

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

(b) An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months subsequent reviews shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.

(c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. The date shall become the employee's new increment date.

30.05 When an employee, through no fault of their own, has been overpaid, NAV CANADA will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.

ARTICLE 31

HOURS OF WORK

31.01 The normal work week shall be thirty-eight and three quarters (38 $\frac{3}{4}$) hours and the normal daily hours of work shall be seven and three quarters (7 $\frac{3}{4}$) hours, exclusive of a meal period.

31.02 Subject to the provisions of paragraph 31.06 the normal work day will be 06:00 to 20:00 local time, and the normal work week will be Monday to Friday inclusive.

31.03 Where operational requirements permit, an employee shall be granted at least two (2) consecutive days of rest during each seven (7) day period.

31.04 Employees will submit monthly attendance registers that will indicate days of absence and hours of overtime worked.

31.05 **Modified Work Schedule**

- (a) The hours of work for employees working in the Information Management (IM) branch may vary from those in Article 31.01, 31.02 and 31.03.
- (b) The hours of work shall average thirty-eight and three quarters (38 $\frac{3}{4}$) per week over a twelve (12) week period.
- (c) The schedule shall be posted twenty-eight (28) days in advance. Except in cases of unforeseen circumstances or emergency situations, employees will be given at least seven (7) days notice of a change in their work schedule. If an employee receives less than seven (7) day's notice of a change in their normal scheduled hours of work, they shall be paid at a rate of time and one-half (1 $\frac{1}{2}$) for the first day worked which is not in accordance with the original schedule on the new schedule, subsequent days shall be paid for at straight time.
- (d) Employees will receive at least two (2) consecutive days of rest and shall have at least half of the Saturdays and Sundays off during each twelve (12) week period.

It is agreed that the introduction of the modified work schedule will be reviewed after a six (month) period and any revisions will be implemented as necessary. Any variations to sub clauses 31.05 (c) and (d) will be by mutual agreement.

Employees working a modified work schedule will receive an annual premium, pro rated for part years, of \$1500 per annum. The premium will be payable on the first pay day after December 1, of each eligible year. Employees so assigned will not be eligible for call back and standby premiums.

31.06 **Variable Work Week**

Notwithstanding the provisions of this Article, upon the request of an employee and with the concurrence of NAV CANADA, an employee may complete his or her weekly hours of work 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 thirty-eight and three quarters (38 $\frac{3}{4}$) hours per week. As part of the provisions of this clause, attendance reporting shall be a requirement and shall be in a manner determined by NAV CANADA. In every twenty-eight (28) day period such an employee shall be granted days off which are not considered as days of rest for the purposes of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional costs to NAV CANADA by reason only of such variation, nor shall

it be deemed to limit the right of NAV CANADA to schedule any hours of work permitted by the terms of this Agreement.

31.07 **Flexible Daily Hours**

Upon the request of an employee and the concurrence of NAV CANADA, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and three quarters ($7\frac{3}{4}$).

ARTICLE 32

TELEWORK

32.01 Approval for a Telework arrangement shall be on a case by case basis and in consideration of the nature of the work provided by the employee. It is conceded that due to the nature of the work performed by some of the employees covered by this agreement that such an arrangement may not be possible.

32.02 An employee in a Telework arrangement primarily performs assigned duties in an alternate location separate and distinct from an official workplace of NAV CANADA.

32.03 In order that they are mutually understood, the terms and conditions of a Telework arrangement shall be agreed in writing by NAV CANADA, the employee and the Institute.

32.04 No employee shall be required to participate in a Telework arrangement without their consent.

32.05 All terms and conditions of a Telework arrangement shall be consistent with the provisions of the Collective Agreement.

32.06 On provision of thirty (30) working days' notice in writing, either party shall have the right to terminate a Telework arrangement.

32.07 NAV CANADA will endeavour to provide an employee under a Telework arrangement with access to the information that is posted on NAV CANADA's electronic bulletin board (Intranet) and access to NAV CANADA's electronic mail system.

ARTICLE 33

OVERTIME, CALL BACK AND STANDBY

33.01 An employee who is required to work overtime shall be compensated on the following basis:

- (a) On his or her normal work day, at the rate of time and one-half (1 ½) for each hour of overtime worked;
- (b) Time and one-half (1 ½) for each hour worked on the first day of rest and double time (2) for each hour worked on the second or subsequent day of rest.

33.02 All calculations for overtime compensation shall be based on each completed period of fifteen (15) minutes of overtime worked by the employee.

33.03 Except in cases of emergency, call back, or mutual agreement, NAV CANADA shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the performance of overtime.

33.04 Whenever possible compensation for overtime, call back and standby shall be paid through the payroll system by direct deposit within two (2) months of the pay period in which it is earned except where, upon mutual agreement between the employee and NAV CANADA, overtime, call back and standby may be compensated in compensatory leave with pay.

NAV CANADA shall grant compensatory time off at times convenient to both the employee and NAV CANADA.

Compensatory leave with pay under this Article not used by the end of a six (6) month period, determined by NAV CANADA, will be paid for at the employee's rate of pay in effect at the time it was earned.

33.05 **Standby**

- (a) A standby duty roster and schedule may be established at locations when, in the opinion of NAV CANADA, it is warranted by operating conditions.
- (b) An employee designated for standby duty shall be available during his or her period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.
- (c) An employee on standby duty shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he or she has been designated as being on standby duty. No compensation shall be granted for the total period of standby duty if the employee is unable to report for duty when required.
- (d) An employee on standby who is called in to work and who returns to the workplace shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable rate for overtime; except that this minimum shall only apply once during a single period of eight (8) hours.
 - (ii) compensation at the applicable rate for his or her overtime worked.

and shall receive credit under this clause for the full four (4) hour period of standby duty in which he or she is called out.

- (e) An employee receiving calls at home from his or her supervisor or a person delegated by his or her supervisor concerning urgent operational matters requiring them to 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, he or she shall be entitled to the compensation applicable under clause 33.06(a).

- (f) Travel time spent by the employee called back to work or returning to his or her residence shall not constitute time worked.
- (g) NAV CANADA agrees that in areas and in circumstances where electronic paging devices are both practicable and efficient, they will be provided without cost to those employees on standby duty.

Call Back

33.06 (a) When an employee, after having completed his or her normal daily hours of work, has left his or her place of work and prior to reporting for his or her next regular scheduled work period, is called back to work and returns to the workplace for a period of non-contiguous overtime he or she shall be entitled to the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable rate for overtime

or

- (ii) compensation at the applicable rate for overtime worked.

- (b) Travel time spent by the employee called back to work or returning to his or her residence shall not constitute time worked.
- (c) An employee receiving calls at home from his or her supervisor or a person delegated by his or her supervisor concerning urgent operational matters requiring them to 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, he or she shall be entitled to the compensation applicable under clause 33.06(a).

33.07 Meal Allowance

(a) An employee who works three (3) or more hours of overtime:

- (i) immediately before his or her scheduled hours of work and who has not been previously notified of the requirement prior to the end of his or her last scheduled work period,

or

- (ii) immediately following his or her scheduled hours of work,

shall be reimbursed his or her expenses for one meal at a rate equivalent to the lunch allowance provided under the NCJC Travel Guidelines except where free meals are provided. Reasonable time with pay, to be determined by NAV CANADA, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

(b) When an employee works continuous overtime extending four (4) hours or more beyond the period provided above, he or she shall be reimbursed for one additional meal at a rate equivalent to the lunch allowance provided under the NCJC Travel Guidelines except where free meals are provided.

Reasonable time with pay, to be determined by NAV CANADA, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

- (c) The above provisions shall not apply to an employee who is entitled to claim reimbursement for the same meals for any other reason, such as being on travel status, in order to avoid double payment for the same meals.

33.08 When an employee is required to work non-contiguous overtime (including call-back) and is required to use his or her own vehicle, the employee's entitlement to transportation costs will be as provided in the NCJC Travel Guidelines.

ARTICLE 34

TRAVELLING TIME

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

34.02 When an employee is required to travel outside his or her work location on NAV CANADA business, as these expressions are defined by NAV CANADA, the time of departure and the means of such travel shall be determined by NAV CANADA and the employee will be compensated for travel time in accordance with clauses 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.

34.03 For the purposes of clauses 34.02 and 34.04, the travelling time for which an employee shall be compensated is as follows:

- (a) Departure:
 - (i) time spent travelling to the point of departure to a maximum of one (1) hour;
 - (ii) where necessary, actual time required at point of departure and point of arrival;
 - (iii) the time spent enroute, departure to arrival;
 - (iv) actual travel time spent travelling to final destination.
- (b) Return:
 - (i) actual travel time spent travelling to point of departure;
 - (ii) where necessary, actual time required at point of departure and point of arrival;
 - (iii) the time spent enroute, departure to arrival;
 - (iv) time spent travelling from arrival point to final destination to a maximum of one (1) hour.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, NAV CANADA may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under NAV CANADA's original determination.

34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03:

- (a) On a normal working day on which he or she travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which he or she 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 seven and three quarters (7 $\frac{3}{4}$) hours,

and

- (ii) at the rate of time and one half (1 ½) for travel time in excess of the employee's regularly scheduled hours of work.
- (c) On a day of rest or on a general paid holiday, the employee shall be paid for all hours worked, all hours travelled or a combination of all hours worked and travelled at a rate of time and one half (1 ½).
- (d) An employee who travels or does a combination of work and travel on two or more consecutive days of rest shall be paid double time (2) for all hours worked, all hours travelled or a combination of all hours worked and travelled on the second or subsequent days of rest.

34.05 Compensation shall not be paid for travelling time to courses, training sessions, conferences and seminars to which an employee attends for the purpose of career development, unless he or she is required to attend by NAV CANADA.

34.06 NAV CANADA will endeavour to make payments for travelling time in the month following the month in which the credits were earned, except where upon request of an employee and with the approval of NAV CANADA, travelling time may be compensated in compensatory leave at the applicable rate.

34.07 Compensatory leave with pay, under this Article, not used by the end of a six (6) month period, to be determined by NAV CANADA, will be paid for at the employee's rate of pay in effect at the time the leave was earned.

34.08 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

34.09 An employee assigned to work at a military establishment when in travel status will not be required to make use of the military establishment for accommodation and meals unless there is no suitable or convenient or available commercial establishments or unless it is otherwise agreed by the employee and NAV CANADA.

34.10 An employee shall not be required to use his or her private vehicle when travelling outside his or her work location on NAV CANADA business unless a written agreement to that effect is signed by the employee and NAV CANADA.

ARTICLE 35

PART-TIME EMPLOYEES

Definition

35.01 Part-time employee means a person whose normal scheduled hours of work are less than thirty eight and three quarters ($38 \frac{3}{4}$) hours per week and more than twelve and one half ($12 \frac{1}{2}$) hours per week.

General

35.02 The probationary period for a part-time employee shall be two thousand and twenty two (2022) hours worked from the employee's last date of hire.

35.03 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.

35.04 The hours of work of a part-time employee shall be agreed upon in advance between NAV CANADA and the employee. This agreement on hours of work shall be in writing and wherever possible shall be reached at least 28 days in advance of its starting date. A part time employee will be notified not less than seven (7) days prior to any change to their normal scheduled hours of work. If an employee receives less than seven (7) day's notice of a change in their normal scheduled hours of work, they shall be paid at a rate of time and one half ($1 \frac{1}{2}$) for the first day worked which is not in accordance with the original schedule on the new schedule, subsequent days shall be paid for at straight time.

35.05 With the exception of 35.04 above, 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.

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

35.07 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

35.08 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.

35.09 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 25.01 of this Agreement, the employee shall be paid at time and one-half ($1 \frac{1}{2}$) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2) time thereafter.

35.10 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 25.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 35.09, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

35.11 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.

35.12 Subject to clause 35.11 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

Call-Back

35.13 When a part-time employee meets the requirements to receive call-back pay in accordance with 31.06 of the Agreement 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

35.14 Subject to clause 35.06, when a part-time employee meets the requirements to receive reporting pay on a day of rest, 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

35.15 Notwithstanding clause 35.03, there shall be no prorating of a "day" in clause 29.02 Bereavement Leave With Pay.

Vacation Leave

35.16 A part time employee shall receive vacation pay, on each regular pay day for the first year and fourteen (14) days prior to the beginning of unpaid vacation leave in subsequent years, equivalent to:

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

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

- (a) three (3) weeks, if the employee has less than eight (8) years of continuous employment;
- (b) four (4) weeks, if the employee has completed eight (8) or more years but less than nineteen (19) years of continuous employment;
- (c) five (5) weeks, if the employee has completed nineteen (19) or more years but less than thirty (30) years of continuous employment; or

(d) six (6) weeks if the employee has completed thirty (30) or more of continuous employment.

35.18 An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn any credits in excess of the entitlement of a full-time employee.

ARTICLE 36
SEVERANCE PAY

36.01 Under the following circumstances and subject to clause 36.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

(a) **Lay-Off**

An employee on lay-off shall, at the expiry of the twelve (12) month recall period, be eligible for a severance pay equivalent to one week's pay for each complete year of continuous service with NAV CANADA since November 1, 1996, with a maximum benefit of twenty-nine (29) weeks' pay.

(b) **Retirement**

On retirement, when an employee is entitled to retirement benefits under NAV CANADA's pension plan or entitled to an immediate annuity or entitled to an immediate annual allowance under the Public Service Superannuation Act, one week's pay for each year of continuous service (in the case of a partial year of continuous employment one (1) week's pay multiplied by the number of days of continuous employment divided by 365), 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.

36.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service. Under no circumstances shall the maximum severance pay provided under clause 36.01 be pyramided.

ARTICLE 37

STAFFING

37.01 **New or Vacant Positions**

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

37.02 **Transfer**

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

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

However, if there are qualified employees eligible for priority placement under paragraphs 37.03 (a) and (b), NAV CANADA shall implement priority placement before transfer under this paragraph.

37.03 **Priority Placements**

Prior to the implementation of the staffing procedure outlined in paragraph 37.04, NAV CANADA shall consider employees formerly occupying a position classified at the same level or higher than the vacant or new position in the order outlined below:

- (a) qualified employees who have received notices of lay-off (surplus) or who have been declared vulnerable under Article 42 of this Agreement;
- (b) qualified employees on lay-off and retaining recall rights;
- (c) qualified employees returning from leaves of absence of twelve (12) months or more.

37.04 **Staffing of Vacant Positions**

If following the application of paragraph 37.02 and 37.03, above, the position still remains to be filled, it shall be filled in accordance with the following conditions:

- (a) The position vacancy shall be posted for a minimum period of fourteen (14) days, in order to bring the job opportunity to the attention of employees and provide those interested with an opportunity to apply. A copy of the job poster shall also be forwarded to the on-site Institute representative.
- (b) The job posting shall contain the following information for the position:
 - 1. position title, classification and specific geographic location(s);
 - 2. the salary range;

3. the basic qualifications required (including any security clearance or language requirements);
 4. area of selection;
 5. the summary of duties;
 6. any special working conditions such as shift-work or the need to travel;
 7. the date and time by which applications must be received;
 8. the name, address, fax number, e-mail and telephone number of the person to whom the application should be addressed;
 9. the fact that the Statement of Qualifications containing the rated requirements of the position is available on request;
 10. whether or not an eligibility list is to be established.
- (c) An eligibility list shall only be used in conjunction with the staffing of a vacant position under the present paragraph if no employees are eligible for the position under Priority Placements (Article 37.03). This list shall be valid for a period not exceeding twelve (12) months unless mutually agreed otherwise.

37.05 **Selection Standards and Statements of Qualifications**

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

- (a) The basic qualifications shall consist of prerequisites consistent with selection standards for the position such as:
 - (i) educational and/or professional designation;
 - (ii) experience;
 - (iii) official languages requirement.
- (b) The rated requirements of the particular position shall consist of elements such as:
 - (i) knowledge;
 - (ii) skills;
 - (iii) abilities;
 - (iv) personal suitability.
- (c) Candidates who do not meet the basic qualifications shall not be assessed on the rated requirements.
- (d) If no candidate meets the rated requirements, the rated requirements may be adjusted and applicants reassessed as indicated on the job posting.

37.06 **Selection**

- (a) The qualified candidate who best meets the requirements of the position referred to in paragraph 37.05 shall be selected. When two (2) or more qualified candidates are relatively equal, the most senior will be selected.
- (b) For the purposes of the present paragraph, a candidate may include a qualified employee from any occupational group covered by the present agreement or a qualified employee from any occupational group not covered by the present agreement. In the latter case, the employee shall be deemed to be the least senior qualified candidate.
- (c) Only in those instances where no employee of NAV CANADA successfully qualifies for a new or vacant position will consideration be given to hiring a candidate from outside NAV CANADA. The requirements when recruiting an exterior candidate shall normally be the same or the equivalent. However, if different requirements are to be used, the employee candidates shall be reassessed first. If basic qualifications are modified the position will be re-posted.

37.07 Information

Within thirty (30) days of the selection of a candidate to fill a new or vacant position NAV CANADA shall:

- (a) advise the successful candidate in writing of the salary to be paid and the effective date of assignment; and
- (b) advise all presently employed applicants in writing of the names of the successful candidate.

The name of the successful candidate shall be posted at the location where the new or vacant position is located.

37.08 Post Board Debriefing

- (a) A NAV CANADA employee who is an unsuccessful candidate in a job competition process is entitled on request to a post-board debriefing in order to obtain information and documentation relating to the evaluation of his or her candidacy. The written request must be made within fourteen (14) days of the notice provided for in Article 37.07 (b). Unless otherwise mutually agreed, this debriefing will be held within the next thirty (30) days of the request.
- (b) An unsuccessful candidate may file a grievance in accordance with Article 18 of the Agreement. In the case of candidates availing themselves of a post-board debriefing, the time limits for filing of the grievance shall commence on the day following the debriefing.

37.09 Security Clearance

NAV CANADA may require that candidates undergo a security clearance prior to their assignment. If there is a delay in obtaining this clearance, a lower ranked candidate may be assigned as long as a vacant position is reserved for the higher rated candidate while their security status is determined.

37.10 Return Rights

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

- (a) the parties may mutually agree to extend the familiarization period for up to a further forty-five (45) days;
- (b) the employee shall be compensated in accordance with the Travel and Relocation Guidelines for

expenses incurred during the familiarization period;

- (c) no relocation expenses shall be paid to the employee during the familiarization period unless otherwise mutually agreed, however once relocation expenses have been paid the employee will forego the right to return to his or her former position;
- (d) the familiarization period and return rights may be dispensed with by mutual agreement between parties.

37.11 Temporary Vacancies

NAV CANADA may assign employees to fill temporary vacancies normally of less than twelve (12) months duration. Absences due to accidents or illness which are anticipated to be of less than twelve (12) months duration, and vacancies which are caused by temporary assignments, vacations or leaves of absence shall be deemed temporary if they are of less than twelve (12) months duration.

37.12 Projects and Temporary Positions

Positions referred to in paragraph 37.11 and temporary positions of less than twelve (12) months required for special projects and urgent temporary needs may be filled at NAV CANADA's discretion by regular or term employees. The twelve (12) month period may be extended by mutual agreement of the parties.

37.13 Authorized Leaves of Absence of Less Than Twelve Months

An employee on an authorized leave of absence for less than twelve (12) months (or two consecutive leaves of absence totalling less than twelve (12) months) shall, upon his or her return to work, be assigned to his or her former position. If the employee's former position has been eliminated during his or her absence the employee shall be subject upon his or her return to the provisions of Article 42 Employment Security.

37.14 Term Employee

A term employee is a person hired for a specific term. Term employees shall be governed by the provisions of the collective agreement specified in Appendix B.

37.15 Location

A location, for the purpose of Article 37, Staffing and Article 42, Employment Security, is identified by the premises where the employee normally works or the organization entity to which the position is attached.

37.16 Relocation of a Position

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

ARTICLE 38

PROBATIONARY PERIOD

38.01 All newly hired employees shall serve a probationary period of twelve (12) months. This period shall not include leave without pay, leave with pay in excess of two weeks, language training or any formal training other than on the job training provided by NAV CANADA.

38.02 During the employee's probationary period, NAV CANADA shall have the right to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. NAV CANADA's discretion must be exercised in good faith, without discrimination and in a non-arbitrary fashion. Notwithstanding the above, probationary employees' rights under this Article shall be subject to the grievance and arbitration procedure.

38.03 During the period of probation, the employee will be provided with guidance to ensure that the employee understands his or her job duties and performance requirements.

38.04 **Performance Review**

Towards the mid-point of his or her probationary period, the new employee shall have his or her performance evaluated. The parties may agree that the probationary period of the employee be extended for the purpose of giving him or her an opportunity to correct any performance shortfall and thereby meet the standards required to successfully complete the probationary period. NAV CANADA will advise the Institute in writing of any extension of the probationary period.

38.05 **Temporary or Term Employee - Probation**

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

38.06 **Notification**

The employee shall be given written notification of the successful completion of his or her probationary period.

ARTICLE 39

SENIORITY

39.01 **Definition**

Seniority shall be defined as:

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

39.02 **Accumulation of Seniority**

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

- (a) accident or illness;
- (b) maternity or parental leave;
- (c) any unpaid leave of absence of up to twelve (12) months;
- (d) any paid leave of absence provided for under this Agreement.

39.03 **Retention of Seniority**

An employee shall retain but not accrue seniority during an absence due to an assignment to a position in NAV CANADA outside the bargaining unit.

39.04 **Termination of Seniority**

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

- (a) is dismissed for cause and is not reinstated;
- (b) retires;
- (c) voluntarily resigns;
- (d) fails, without a valid reason, to report to work within five (5) days following the sending of a written notice of recall to the employee’s last known address;
- (e) is laid off for a period of twelve (12) months;
- (f) fails, without valid reason, to return to work from an authorized leave of absence for a period of five (5) consecutive days following the expiry of such leave;
- (g) is subject to lay-off and provides advice in writing that they accept the NAV CANADA Departure Program.

39.05 **Seniority List**

- (a) At the request of the Institute, NAV CANADA shall provide within thirty (30) days of their request a current and up to date seniority list.
- (b) The seniority list shall indicate the following:
 - (i) name of employee
 - (ii) seniority
 - (iii) work location
 - (iv) position title
 - (v) classification and level
- (c) An employee who wishes to challenge the accuracy of the seniority list shall consult the Institute who shall advise NAV CANADA in writing within ninety (90) days of the date of publication of the list.
- (d) Should the need for such a determination arise, the seniority of two employees having the same period of continuous service shall be subject to a random draw conducted in the presence of the employees affected, a representative of NAV CANADA, and a representative of the Institute.
- (e) In accordance with Article 38 of this Agreement, a new employee who successfully completes his or her probationary period shall be credited with seniority for the period of work completed in probationary status.

ARTICLE 40
STATEMENT OF DUTIES

40.01 When Employee First Hired or Reassigned to Another Position

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

40.02 Changes to Job Description and Position

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

40.03 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 days of the request.

ARTICLE 41
CLASSIFICATION

41.01 New Positions

- (a) If during the life of this Agreement, and regardless of the classification system in place, NAV CANADA creates a new position, it shall so advise the Institute 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 Institute and NAV CANADA do not agree to the proposed classification and rate of pay, either party may submit a grievance in accordance with Article 18 of this Agreement.

41.02 Modified Positions

If the Institute can demonstrate that a position has been substantially modified, or where an employee can demonstrate that his or her position has been substantially modified and the Institute agrees, they may refer the matter of classification for review to a representative of NAV CANADA mandated to deal with such matters. If the Institute and NAV CANADA do not agree with the outcome of the review, they may submit a grievance in accordance with Article 18 of this Agreement.

41.03 Lower Classification

In the event a classification review results in a position being reclassified to a lower level, the employee shall, as long as he or she remains in the position, continue to receive his or her salary rate until such time as the salary rate of the revised classification, through increments provided for under the Collective Agreement, meet or exceed the salary rate the employee receives prior to the reclassification.

41.04 Higher Classification

- (a) In the event a classification review results in a position being reclassified at a higher level, the employee presently filling the position shall, if qualified, be assigned to the position at the higher level at a rate of pay which is equal to or higher than his or her current rate of pay.
- (b) When there are several employees performing similar duties, and one of these positions is reclassified upwards, the reclassified position shall be posted, but the area of selection shall be restricted to the location of the employees affected.

41.05 Jurisdiction of Arbitrators

In dealing with any matters referred to arbitration under this Article, the Arbitrator shall determine the issue taking into consideration the nature and context of the position within NAV CANADA and shall be limited to the classifications and rates of pay provided for in this Agreement. Retroactivity, if any, shall be limited to the date of the submission of a grievance or, in the case of the introduction of a new position, the effective date of the new position.

ARTICLE 42
EMPLOYMENT SECURITY

42.01 Early Identification of Surplus Situations

Where, in the event of a reduction in the work force, NAV CANADA identifies a potential lay-off situation, it shall notify the National Office of the Institute in writing at the earliest possible opportunity and in no case shall this notice be less than six (6) months prior to the first scheduled lay-off.

42.02 Institute/NAV CANADA Consultation

Following notice to the Institute of a potential lay-off situation NAV CANADA shall meet with the Institute with a view of developing a human resources transition plan reflecting an intent to minimize adverse consequences of the lay-off on employees. The scope and comprehensiveness of the transition plan shall depend on the number of employees involved. Areas of considerations shall include but are not limited to the following:

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

42.03 Opportunities for Employees to be Considered for Other Employment Vacancies

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

- (a) employees vulnerable to lay-off shall be provided written notice of their vulnerable status; written notice shall also be provided to the Institute;
- (b) discussions with the employee and/or the Institute to explore options available to the vulnerable employee shall take place within thirty (30) days of receipt of the notice in (a) above;
- (c) the vulnerable employee shall receive a formal notice of his or her surplus status at least six (6) months prior to the proposed lay-off date with a copy to the Institute;
- (d) in the event that two (2) or more employees in the same occupational group, and at the same level are vulnerable or surplus and all cannot be assigned under the present Article or Article 37.03 Priority Placements, the senior qualified employee(s) meeting the requirements of the available position(s) shall be retained;

- (e) during the six (6) month period in (c) above, the employee shall, at his or her request, be provided with financial and pension counselling at no charge to the employee;
- (f) if NAV CANADA and the employee have been unsuccessful in finding an appropriate job opportunity within NAV CANADA at the end of the surplus period, the employee may choose lay-off with recall rights, or the NAV CANADA Departure Program.

42.04 **Offer During Vulnerable or Surplus Period**

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

42.05 **Right to Refuse**

An employee with fifteen (15) or more years of service shall not be required to accept an assignment that would require the employee to relocate. If the employee refuses the assignment he or she shall remain eligible for the NAV CANADA Departure Program or to lay-off with recall rights.

42.06 **Declined Reassignment or Departure Program**

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

42.07 **Position Exchange Provision**

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

42.08 **Lay-Off While On Leave**

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

42.09 **Expenses**

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

42.10 **Recall**

Recall to a position shall be by order of seniority among the qualified employees laid off from the same occupational group at the same level in accordance with Article 37.03, Priority Placements. An employee on the recall list shall have the right to refuse a recall to the same occupational group but at a lower level than his or her level held at the time of lay-off.

42.11 **Employment Ceases**

An employee who accepts the NAV CANADA Departure Program or who is not recalled to work during a period of twelve (12) months from the date of lay-off, or who is recalled and refuses an assignment to a position at the same level and location shall cease to be an employee of NAV CANADA.

42.12 **Recall List**

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

42.13 **Application of Collective Agreement to Laid-Off Employees**

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

42.14 **Relocation of a Position**

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

42.15 **Contracting Out**

NAV CANADA agrees to advise the Institute of any change in its methods of operation directly affecting the security of employment of members of the bargaining unit and involving the use of contractors. If potential job displacements are involved, the procedures under this Article and Article 39 shall apply.

Once the notice from NAV CANADA under Article 42.01 has been given to the Institute, the Institute may, within the next thirty (30) days, in conjunction with the consultation process under Article 42.02 submit to NAV CANADA any proposed alternative to the use of contractors. An alternative may include an employee take-over of the work concerned.

ARTICLE 43

TECHNOLOGICAL CHANGE

43.01 Notice Requirements

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

ARTICLE 44

AGREEMENT RE-OPENER

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

ARTICLE 45

DURATION

45.01 The duration of this Collective Agreement shall be from the date it is ratified to April 30, 2004.

43.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is ratified.

**LETTER OF UNDERSTANDING (LOU NO. 1-03)
RE THE SELECTION OF A NEW CLASSIFICATION SYSTEM**

Ms. Pierrette Landry
The Professional Institute of the Public
Service of Canada
53 Auriga Drive
Nepean, Ontario
K2E 8C3

Dear Ms Landry:

In response to questions raised during negotiations in connection with the selection of a new classification system, NAV CANADA agrees to the following:

1. If, during the life of this Agreement, NAV CANADA proceeds to the selection of a classification system to cover all positions in the bargaining unit, NAV CANADA agrees to use the consultation process provided for in Article 17 of the Collective Agreement in order that the Institute participate in a selection of a classification system.
2. NAV CANADA shall then proceed to the evaluation of all positions, the results of which shall be submitted to the Institute in writing for review and comments. An Institute staff person may participate in any meeting with NAV CANADA held in this regard. The parties shall jointly determine the appropriate rates of pay.
3. The parties to this agreement will cooperate to insure that any selected job evaluation plan satisfies the requirements of the Canadian Human Rights Act.
4. In the event that NAV CANADA and the Institute fail to agree to a pay rate for a particular classification, NAV CANADA shall establish an interim pay rate which shall apply until this matter is resolved during the negotiation for the renewal of the Collective Agreement.

Until such time as a new classification system has been implemented and rates of pay established, the existing classification system and the rates of pay in the Collective Agreement shall remain in place.

Sincerely yours,

Brent Clary
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 2-03)
RE PENSION PLAN**

Ms. Pierrette Landry
The Professional Institute of the Public
Service of Canada
53 Auriga Drive
Nepean, Ontario
K2E 8C3

Dear Ms Landry:

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

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

- (a) joint governance by NAV CANADA and employees
- (b) joint access to actuarial plan surplus
- (c) joint responsibility for actuarial plan liabilities
- (d) appropriate contribution rate ratios

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

Sincerely yours,

Brent Clary
Manager, Labour Relations

**LETTER OF UNDERSTANDING (LOU NO. 3-03)
RE PARKING**

Ms. Pierrette Landry
The Professional Institute of the Public
Service of Canada
53 Auriga Drive
Nepean, Ontario
K2E 8C3

Dear Ms Landry:

NAV CANADA agrees to consult with the Institute prior to implementing major changes at sites where NAV CANADA currently provides free parking.

Sincerely yours,

Brent Clary
Manager, Labour Relations

LETTER OF UNDERSTANDING (LOU NO. 4-03)
RE TRANSITIONAL RULES FOR FORMER SSEA MEMBERS
CONCERNING THE DISABILITY INCOME SECURITY PROGRAM

Ms. Pierrette Landry
The Professional Institute of the Public
Service of Canada
53 Auriga Drive
Nepean, Ontario
K2E 8C3

Dear Ms Landry:

Employees who have to their credit accumulated sick leave :

- a. in the event of absence due to non-occupational illness or injury, continue to use their accumulated sick leave credits in lieu of any DISP benefits or NAV CANADA Disability Insurance Plan entitlements until such time as their sick leave credits are exhausted;
- b. upon exhaustion of sick leave credits, be entitled to income security benefits under the DISP or NAV CANADA Disability Insurance Plan as if the period of absence due to non-occupational illness or injury during which the sick leave credits expired had been a period solely under Article 27 of the Collective Agreement.

As of December 23, 1998 all further accumulation of sick leave credits ceased, existing employee banks were frozen, and will be used to provide income security in the event of non-occupational illness or injury to employees as described above, understanding that the provisions governing disability case management and early intervention apply to these absences as well as absences under the DISP. Finally, and for clarity, the use of existing sick leave banks will not result in any loss of income protection eligibility either through the DISP or the NAV CANADA long term disability plan.

Sincerely yours,

Brent Clary
Manager, Labour Relations

**APPENDIX A
COMPUTER SYSTEMS ADMINISTRATION
CS PAY SCALE**

A - Effective May 1, 2000
B - Effective May 1, 2001
C - Effective May 1, 2002
D - Effective May 1, 2003

CS 1

A	28,085	29,678	31,278	32,874	34,473	36,077	37,673	39,281
B	28,788	30,420	32,060	33,696	35,335	36,979	38,615	40,264
C	29,508	31,181	32,862	34,539	36,219	37,904	39,581	41,271
D	30,320	32,039	33,766	35,489	37,216	38,947	40,670	42,406

A	40,886	42,480	44,082	45,683	47,271
B	41,909	43,542	45,185	46,826	48,453
C	42,957	44,631	46,315	47,997	49,665
D	44,139	45,859	47,589	49,317	51,031

CS 2

A	47,644	49,357	51,064	52,782	54,497	56,213
B	48,836	50,591	52,341	54,102	55,860	57,619
C	50,057	51,856	53,650	55,455	57,257	59,060
D	51,434	53,283	55,126	56,981	58,832	60,685

CS 3

A	55,885	58,070	60,447	62,454	64,635	66,814
B	57,283	59,522	61,959	64,016	66,251	68,485
C	58,716	61,011	63,508	65,617	67,908	70,198
D	60,331	62,689	65,255	67,422	69,776	72,129

CS 4

A	64,113	66,617	69,132	71,633	74,132	76,629
B	65,716	68,283	70,861	73,424	75,986	78,545
C	67,359	69,991	72,633	75,260	77,886	80,509
D	69,212	71,916	74,631	77,330	80,028	82,723

CS 5

A	73,256	76,370	79,484	82,600	85,712	88,822	91,934
B	75,088	78,280	81,472	84,665	87,855	91,043	94,233
C	76,966	80,237	83,509	86,782	90,052	93,320	96,589
D	79,083	82,444	85,806	89,169	92,529	95,887	99,246

**APPENDIX A
ENGINEERING AND LAND SURVEY
EN PAY SCALE**

A - Effective May 1, 2000
B - Effective May 1, 2001
C - Effective May 1, 2002
D - Effective May 1, 2003

EN ENG 1

A	34,694	41,619
B	35,562	42,660
C	36,452	43,727
D	37,455	44,930

EN ENG 2

A	43,237	45,044	46,984	48,790	50,594
B	44,318	46,171	48,159	50,010	51,859
C	45,426	47,326	49,363	51,261	53,156
D	46,676	48,628	50,721	52,671	54,618

EN ENG 3

A	52,232	54,433	56,696	58,954	61,208	63,468	65,728
B	53,538	55,794	58,114	60,428	62,739	65,055	67,372
C	54,877	57,189	59,567	61,939	64,308	66,682	69,057
D	56,387	58,762	61,206	63,643	66,077	68,516	70,957

EN ENG 4

A	61,365	63,816	66,266	68,719	71,172	73,625
B	62,900	65,412	67,923	70,437	72,952	75,466
C	64,473	67,048	69,622	72,198	74,776	77,353
D	66,247	68,892	71,537	74,184	76,833	79,481

EN ENG 5

A	70,370	73,234	76,082	78,945	81,809	84,673
B	72,130	75,065	77,985	80,919	83,855	86,790
C	73,934	76,942	79,935	82,942	85,952	88,960
D	75,968	79,058	82,134	85,223	88,316	91,407

EN ENG 6

A	78,789	81,828	84,865	87,909	90,951	93,990
B	80,759	83,874	86,987	90,107	93,225	96,340
C	82,778	85,971	89,162	92,360	95,556	98,749
D	85,055	88,336	91,614	94,900	98,184	101,465

**APPENDIX A
PHYSICAL SCIENCES
PC PAY SCALE**

A - Effective May 1, 2000
B - Effective May 1, 2001
C - Effective May 1, 2002
D - Effective May 1, 2003

PC 1

A	26,913	44,679	46,570	48,494	50,418	52,342
B	27,586	45,796	47,735	49,707	51,679	53,651
C	28,276	46,941	48,929	50,950	52,971	54,993
D	29,054	48,232	50,275	52,352	54,428	56,506

PC 2

A	51,073	53,174	55,285	57,385	59,491	61,596
B	52,350	54,504	56,668	58,820	60,979	63,136
C	53,659	55,867	58,085	60,291	62,504	64,715
D	55,135	57,404	59,683	61,950	64,223	66,495

PC 3

A	61,642	64,071	66,504	68,947	71,377	73,812
B	63,184	65,673	68,167	70,671	73,162	75,658
C	64,764	67,315	69,872	72,438	74,992	77,550
D	66,546	69,167	71,794	74,431	77,055	79,683

PC 4

A	71,638	74,235	76,831	79,431	82,026	84,622
B	73,429	76,091	78,752	81,417	84,077	86,738
C	75,265	77,994	80,721	83,453	86,179	88,907
D	77,335	80,139	82,941	85,748	88,549	91,352

PC 5

A	80,756	83,634	86,503	89,385	92,267
B	82,775	85,725	88,666	91,620	94,574
C	84,845	87,869	90,883	93,911	96,939
D	87,179	90,286	93,383	96,494	99,605

**APPENDIX A
PURCHASING AND SUPPLY
PG PAY SCALE**

A - Effective May 1, 2000
B - Effective May 1, 2001
C - Effective May 1, 2002
D - Effective May 1, 2003

PG 1

A	25,407	27,044	28,688	30,325	31,964	33,592	35,231	36,870
	38,509	40,150	41,787					
B	26,043	27,721	29,406	31,084	32,764	34,432	36,112	37,792
	39,472	41,154	42,832					
C	26,695	28,415	30,142	31,862	33,584	35,293	37,015	38,737
	40,459	42,183	43,903					
D	27,430	29,197	30,971	32,739	34,508	36,264	38,033	39,803
	41,572	43,344	45,111					

PG 2

A	41,986	43,848	45,718	47,581
B	43,036	44,945	46,861	48,771
C	44,112	46,069	48,033	49,991
D	45,326	47,336	49,354	51,366

PG 3

A	46,724	48,817	50,901	52,979
B	47,893	50,038	52,174	54,304
C	49,091	51,289	53,479	55,662
D	50,442	52,700	54,950	57,193

PG 4

A	55,438	57,911	60,391	62,875
B	56,824	59,359	61,901	64,447
C	58,245	60,843	63,449	66,059
D	59,847	62,517	65,194	67,876

PG 5

A	65,236	68,168	71,093	73,834
B	66,867	69,873	72,871	75,680
C	68,539	71,620	74,693	77,572
D	70,424	73,590	76,748	79,706

PG 6 PERF.

A	73,591	75,089	76,478	77,865	79,256	80,634	82,019
B	75,431	76,967	78,390	79,812	81,238	82,650	84,070
C	77,317	78,892	80,350	81,808	83,269	84,717	86,172
D	79,444	81,062	82,560	84,058	85,559	87,047	88,542

**APPENDIX A
ECONOMICS, SOCIOLOGY AND STATISTICS
ES PAY SCALE**

A - Effective May 1, 2000

B - Effective May 1, 2001

C - Effective May 1, 2002

D - Effective September 12, 2002 (Change in Hours of Work)

E - Effective May 1, 2003

ES 1

A	22,729	to	42,080
B	23,298	to	43,132
C	23,881	to	44,211
D	24,678	to	45,685
E	25,357	to	46,942

ES 2

A	40,136	41,484	42,832	43,987	45,524
B	41,140	42,522	43,903	45,087	46,663
C	42,169	43,586	45,001	46,215	47,830
D	43,575	45,039	46,502	47,756	49,425
E	44,774	46,278	47,781	49,070	50,785

ES 3

A	45,550	47,388	49,232	51,072	52,928	54,786
B	46,689	48,573	50,463	52,349	54,252	56,156
C	47,857	49,788	51,725	53,658	55,609	57,560
D	49,453	51,448	53,450	55,447	57,463	59,479
E	50,813	52,863	54,920	56,972	59,044	61,115

ES 4

A	57,068	58,946	61,015	63,087	65,149
B	58,495	60,420	62,541	64,665	66,778
C	59,958	61,931	64,105	66,282	68,448
D	61,957	63,996	66,242	68,492	70,730
E	63,661	65,756	68,064	70,376	72,676

ES 5

A	64,821	66,899	68,980	71,589	74,164
B	66,442	68,572	70,705	73,379	76,019
C	68,104	70,287	72,473	75,214	77,920
D	70,375	72,630	74,889	77,722	80,518
E	72,311	74,628	76,949	79,860	82,733

ES 6

A	75,348	77,972	80,506	82,948
B	77,232	79,922	82,519	85,022
C	79,163	81,921	84,582	87,148
D	81,802	84,652	87,402	90,053
E	84,052	86,980	89,806	92,530

ES 7

A	82,397	84,853	87,316	89,785
B	84,457	86,975	89,499	92,030
C	86,569	89,150	91,737	94,331
D	89,455	92,122	94,795	97,476
E	91,916	94,656	97,402	100,157

**APPENDIX A
SOCIAL SCIENCE SUPPORT
SI PAY SCALE**

A - Effective May 1, 2000

B - Effective May 1, 2001

C - Effective May 1, 2002

D - Effective September 12, 2002 (Change in Hours of Work)

E - Effective May 1, 2003

SI 1						
A	34,911	35,905	36,933	38,001	39,072	40,142
B	35,784	36,803	37,857	38,952	40,049	41,146
C	36,679	37,724	38,804	39,926	41,051	42,175
D	37,902	38,982	40,098	41,257	42,420	43,581
E	38,945	40,055	41,201	42,392	43,587	44,780
 SI 2						
A	42,085	43,355	44,633	45,903		
B	43,138	44,439	45,749	47,051		
C	44,217	45,550	46,893	48,228		
D	45,691	47,069	48,457	49,836		
E	46,948	48,364	49,790	51,207		
 SI 3						
A	45,943	47,311	48,677	50,039		
B	47,092	48,494	49,894	51,290		
C	48,270	49,707	51,142	52,573		
D	49,879	51,364	52,847	54,326		
E	51,251	52,777	54,301	55,820		
 SI 4						
A	49,646	51,214	52,772	54,347		
B	50,888	52,495	54,092	55,706		
C	52,161	53,808	55,445	57,099		
D	53,900	55,602	57,294	59,003		
E	55,383	57,132	58,870	60,626		
 SI 5						
A	55,873	57,684	59,490	61,308		
B	57,270	59,127	60,978	62,841		
C	58,702	60,606	62,503	64,413		
D	60,659	62,627	64,587	66,561		
E	62,328	64,350	66,364	68,392		
 SI 6						
A	62,636	64,720	66,799	68,885		
B	64,202	66,338	68,469	70,608		
C	65,808	67,997	70,181	72,374		
D	68,002	70,264	72,521	74,787		
E	69,873	72,197	74,516	76,844		
 SI 7						
A	70,766	73,060	75,271	77,475		
B	72,536	74,887	77,153	79,412		

C	74,350	76,760	79,082	81,398
D	76,829	79,319	81,719	84,112
E	78,942	81,501	83,967	86,426
SI 8				
A	78,306	80,804	83,299	85,802
B	80,264	82,825	85,382	87,948
C	82,271	84,896	87,517	90,147
D	85,014	87,726	90,435	93,152
E	87,352	90,139	92,922	95,714

APPENDIX B

ARTICLES APPLICABLE TO TERM EMPLOYEES

Article 1	Purpose and Application of Agreement
Article 2	Interpretation and Definitions
Article 4	Rights of Employees
Article 6	Management Rights
Article 7	Recognition
Article 8	Stewards
Article 9	Use of Employer Premises
Article 10	Check-off
Article 11	Information
Article 13	Leave for Staff Relations Matters
Article 14	Illegal Strikes
Article 17	Joint Consultation
Article 18	Grievance and Arbitration Process
Article 19 plans)	NAV CANADA Joint Council Agreements (subject to the restrictions contained in the various benefit
Article 23	No Discrimination
Article 25	General Holidays
Article 27	Disability Income Security Plan (after 6 months continuous service)
Article 30	Pay Administration
Article 31	Hours of Work
Article 32	Telework
Article 33	Overtime, Call Back and Standby
Article 34	Travelling Time
Article 35	Part Time Employees
Article 44	Agreement Re-opener
Article 45	Duration

APPENDIX C

MODIFIED WORK SCHEDULE PREMIUM

The modified work schedule premium specified in Article 31.05 shall not form part of an employee's salary except for the purposes of the NAV CANADA Pension Plan, Disability Insurance, Canada Pension Plan Quebec Pension Plan, Employment Insurance and NAV CANADA Insurance Plans.